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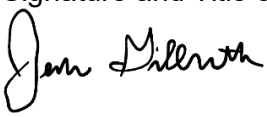
Washington State Department of Health

CN21-71

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  Director Special Projects Email Address Jenna.gilbreath@davita.com	Date May 28, 2021 Telephone Number (724) 462-7102
Legal Name of Applicant Total Renal Care Inc., a wholly-owned subsidiary of DaVita Inc. Address of Applicant DaVita Inc. 2000 16th Street Denver, CO 80202	Provide a brief project description Expansion of DaVita Whidbey Island by 1 station, creating a (6) station +1 CON exempt isolation station facility that will provide and support in-center hemodialysis and peritoneal dialysis. Estimated capital expenditure: $25,105

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

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

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

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

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

Identify the Planning Area for this project as defined in WAC 246-310-800(15)

Island County ESRD Planning Area

DAVITA

WHIDBEY ISLAND DIALYSIS CENTER EXPANSION

CERTIFICATE OF NEED APPLICATION

EXECUTIVE SUMMARY

Total Renal Care, Inc., a subsidiary of DaVita Inc. (hereafter "DaVita"), proposes to expand DaVita Whidbey Island Dialysis Center by one (1) Certificate of Need-approved station in the Island County ESRD Planning Area (hereafter, “Island County”). DaVita’s proposal for an expanded, six (6) Certificate of Need-approved plus exempt isolation station dialysis facility in Oak Harbor, Washington, will provide ESRD patients and their families with important new access. The Total Capital Expenditure as reflected in Table 10 will be $25,105 and will be financed through operational funds on-hand allocated for the project.

DaVita Whidbey Island Dialysis Center will occupy 6,098 rentable square feet located at **32650 State Rd. 20, Building D, Suite 101, Oak Harbor, WA 98277.**

This planning area, as defined by the Department of Health, is currently served by two approved facilities, including DaVita Whidbey Island Dialysis Center which DaVita proposes to expand to increase the total station count in the planning area by one (1) station to meet patient need.

DAVITA
WHIDBEY ISLAND DIALYSIS CENTER

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CERTIFICATE OF NEED APPLICATION

I. 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 Total Renal Care, Inc., a subsidiary of DaVita Inc. (hereafter, DaVita) d.b.a. Whidbey Island Dialysis Center. DaVita's address is DaVita Inc., 2000 16th Street, Denver, CO 80202.

We also provide the following additional information regarding DaVita:

- DaVita is a leading provider of dialysis services in the United States for patients suffering from chronic kidney failure, also known as End Stage Renal Disease, or ESRD. We currently operate or provide administrative services to more than 2,500 outpatient Kidney Centers located in the United States, serving approximately 220,000 patients.
- Consistent with DaVita's mission statement to "Be the Provider, Partner and Employer of Choice," serving patients by providing quality clinical outcomes is paramount. DaVita has instituted a nationally recognized Dialysis Quality Outcomes program and maintains an aggressive Continuous Quality Improvement (CQI) program. The DaVita philosophy is patient-focused in serving the chronically ill dialysis patient by addressing all dimensions of the dialysis patient's illness state and by providing quality services through a clinical outcomes measurement and management approach to treating ESRD.
- DaVita is committed to serving the chronic kidney disease patient in union with nephrologist partners. The DaVita Whidbey Island Dialysis Center will continue to carry out this commitment through:
    - Serving patients where they live and work.
    - Providing the highest quality patient care.
    - Providing proven infrastructure and continuity to grow rapidly and cost effectively in an underserved community.
    - Supporting new patients – All DaVita Kidney Centers within Washington State provide regular, in-center education and training with the goal to empower patients through information about their disease and ability to self-manage their care.
    - DaVita offers Kidney Smart, a non-branded, community-based education program for Chronic Kidney Disease (CKD) patients and their families.
    - DaVita offers access to a national non-profit kidney disease advocacy program: Dialysis Patient Citizens.
    - DaVita Kidney Centers partner with a specialty-focused pharmacy service, WellDyneRx, for dialysis patients.
    - DaVita's Guest Services Program provides assistance in locating other dialysis facilities for patients wishing to travel or relocate.

- DaVita will contribute to the community through increased taxes, thereby increasing the community's ability to provide support services for the ESRD patient population.

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

Total Renal Care, Inc. is a subsidiary of DaVita Inc., a publically held, for-profit Delaware corporation. Total Renal Care's UBI number is 601-134-681.

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

Jenna Gilbreath – Director, Special Projects
DaVita Inc. – North Star Division Office
32275 32nd Ave S.
Federal Way, WA 98001
Phone Number: (724) 462-7102
Email: jenna.gilbreath@davita.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).

Not Applicable

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

DaVita is governed by its Board of Directors. Board of Director meetings are held quarterly. An organization chart is included as Appendix 1.

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.

All DaVita facilities nationally, and their CMS license and accreditation status, are listed in Appendix 2. All applicable state regulatory agencies are listed in Appendix 13.

State licensure and accreditation is not required for outpatient dialysis facilities in Washington State. However, to establish and maintain federal Medicare certification, each DaVita facility undergoes the process established by the state in which the facility operates. Medicare certification is established through surveys conducted by the Department of Health Facility and Licensing Division. All operating Washington State DaVita

facilities are Medicare-certified. All operating DaVita facilities listed in Appendix 2 are Medicare certified or awaiting survey as noted.

DaVita owns, operates or has been approved to operate forty-eight (48) dialysis facilities in Washington State. Facilities in Washington State include:

Battle Ground Dialysis Center	**Olympia Dialysis Center**
720 West Main St., Ste 112 Battle Ground, WA 98604 Medicare Certified	335 Cooper Point Rd NW, Ste 105 Olympia, WA 98502 Medicare Certified
Belfair Dialysis Center	**Olympic View Dialysis Center**
23961 NE State Route 3, Suite B Belfair, WA 98528 Medicare Certified	125 16th Ave E., 5th Floor Seattle, WA 98112 Medicare Certified
Bellevue Dialysis Center	**Parkland Dialysis Center**
3535 Factoria Blvd SE, Ste 150 Bellevue, WA 98006 Medicare Certified	331 140th Street South Parkland, WA 98444 Medicare Certified
Cascade Dialysis Center	**Pilchuck Dialysis Center**
145 Cascade Place, Ste 100 Burlington, WA 98233 Medicare Certified	1250 State Avenue Marysville, WA 98270 Medicare Certified
Cooks Hill Dialysis Center	**Puyallup Dialysis Center**
1815 Cooks Hill Road Centralia, WA 98531 Medicare Certified	802 30th Ave SW Puyallup, WA 98373 Medicare Certified
Chinook Kidney Center	**Rainier View Dialysis Center**
1351 Aaron Dr, Bldg C1 Richland, WA 99352 Medicare Certified	1822 112th Street East, Ste A Tacoma, WA 98445 Medicare Certified
Downtown Spokane Renal Center	**Redondo Heights Dialysis Center**
601 W. 5th Avenue, Suite 101 Spokane, WA 99204 Medicare Certified	27320 Pacific Highway South Federal Way, WA 98003 Medicare Certified
East Wenatchee Dialysis Center	**Renton Dialysis Center**
300 Colorado Avenue	4110 NE 4th St, Ste E

East Wenatchee, WA 98802 Medicare Certified	Renton, WA 98059 Medicare Certified
Echo Valley Dialysis Center	**Seaview Dialysis Center**
198 Ponderosa Rd. Colville, WA 99114 Medicare Certified	101 18th Street SE Long Beach, WA 98631 Medicare Certified
Wapato Dialysis Center	**Spokane Valley Renal Center**
502 W. 1st Street Wapato, WA 98951 Medicare Certified	12610 E. Mirabeau Pkwy, Suite 100 Spokane Valley, WA 99216 Medicare Certified
Ellensburg Dialysis Center	**Tacoma Dialysis Center**
2101 W Dolarway Rd, Ste 1 Ellensburg, WA 98926 Medicare Certified	3401 South 19th Street Tacoma, WA 98405 Medicare Certified
Everett Dialysis Center	**Tumwater Dialysis Center**
8130 Evergreen Way Everett, WA 98203 Medicare Certified	855 Trosper Rd SW, Ste 110 Tumwater, WA 98512 Medicare Certified
Federal Way Community Dialysis Center	**Union Gap Dialysis Center**
1015 S 348th St Federal Way, WA 98003 Medicare Certified	1236 Ahtanum Ridge Dr. Union Gap, WA 98903 Medicare Certified
Graham Dialysis Center	**Vancouver Dialysis Center**
10219 196th St Ct. E., Ste C Graham, WA 98338 Medicare Certified	9120 NE Vancouver Mall Drive, Ste 160 Vancouver, WA 98662 Medicare Certified
Kennewick Dialysis Center	**Wenatchee Valley Dialysis Center**
3208 W 19th Ave, Ste 101 Kennewick, WA 99337 Medicare Certified	116 Olds Station Rd Wenatchee, WA 98801 Medicare Certified
Kent Dialysis Center	**Westwood Dialysis Center**
21851 84th Ave S Kent, WA 98032 Medicare Certified	2615 SW Trenton Street Seattle, WA 98126 Medicare Certified

Lakewood Community Dialysis Center	**Whidbey Island Dialysis Center**
5919 Lakewood Towne Center Blvd SW, Ste A Lakewood, WA 98499 Medicare Certified	32650 State Route 20, Bldg. D, Ste 101 Oak Harbor, WA 98277 Medicare Certified
Lynnwood Dialysis Center	**Yakima Dialysis Center**
13619 Mukilteo Speedway, Ste D-1 Lynnwood, WA 98087 Medicare Certified	1221 N. 16th Ave. Yakima WA 98902 Medicare Certified
Mid-Columbia Kidney Center	**Zillah Dialysis Center**
6825 Burden Boulevard, Suite A Pasco, WA 99301 Medicare Certified	823 Zillah West Road, Ste 300 Zillah, WA 98953 Medicare Certified
Mill Creek Dialysis Center	**Mount Baker Kidney Center**
18001 Bothell Everett Hwy, Ste 112 Bothell, WA 98012 Medicare Certified	410 Birchwood Avenue, Ste 100 Bellingham, WA 98225 Medicare Certified
Mt. Adams Dialysis Center	**North Spokane Renal Center**
3220 Picard Place Sunnyside, WA 98944 Medicare Certified	7701 N. Division St. Spokane, WA 99208 Medicare Certified
Lake Tapps Dialysis Center	**Indian Trail Dialysis Center**
16290 Auto Ln. Sumner, WA 98390 Medicare Certified	5240 W Lowell Ave. Spokane, WA 99208 Medicare Certified
Issaquah Dialysis Center	**Lacey Dialysis Center**
Project in Process	Project in Process
Quincy Dialysis Center	**Auburn Valley Dialysis Center**
Project in Process	Project in Process

II. Project Description

1. Provide the name and address of the existing facility, if applicable.

DaVita Whidbey Island Dialysis Center provides kidney dialysis services for residents of the Island County ESRD planning area. The location is:

DaVita Whidbey Island Dialysis Center
32650 State Rd. 20, Building D, Suite 101
Oak Harbor, WA 98277

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.

Not applicable

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

This project will add one (1) new station to the service area, thereby fully meeting the 2021-2025 projected need and providing enhanced access for Island resident ESRD patients.

DaVita Whidbey Island Dialysis Center will be located in Island County, which has experienced a 6.4% ESRD population growth rate over the past 3 years, per the NWRN modality reports. The current ESRD population, continued service area growth, and existing facility utilization support adding additional capacity at DaVita Whidbey Island Dialysis Center.

Patients of DaVita Whidbey Island Dialysis Center also have access to DaVita national programs. DaVita Whidbey Island Dialysis Center offers access to a specialty-focused pharmacy partner, WellDyneRx. Patients and their families will also have access to the Guest Services Program that provides assistance in locating other dialysis facilities for patients wishing to travel or relocate. Additionally, the Kidney Smart Education Program, which is described in Appendix 19, offers robust education for those in the community whose

disease may not have yet progressed to ESRD, generating greater awareness of how best to self-manage their care and what treatment options are available to discuss with their nephrologists.

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

This question is not applicable, as DaVita Inc., through Total Renal Care, Inc., will be the sole owner of DaVita Whidbey Island Dialysis Center. It therefore has no affiliates for this project.

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:

The table below outlines the anticipated dates of approval, design completion, construction commencement and completion, and preparation for survey based on an approval date, assuming all variables operate according to historical trends. DaVita continues to refine and streamline the facility development process.

Please note that this timeline assumes that DaVita's project is approved in January 2022 and that the CON is uncontested after approval. If the approval date is pushed into the future and/or the CON is legally contested, this timeline would need to adjust and be pushed into the future accordingly.

Table 1
DaVita Whidbey Island Dialysis Center
Anticipated Dates of Project Implementation

Event	Anticipated Date
Project Approval	January 2022
Design Complete	N/A
Construction Commenced	N/A
Construction Completed	N/A
Facility Prepared for Survey/ "Operational"	May 2022

There will be no construction required for this project.

6. Identify the Month/Year the facility is expected to be operational as defined in WAC 246-310-800(12).

DaVita expects that Whidbey Island Dialysis Center will be operational and prepared for survey as defined in WAC 246-310-800(12) by **May 2022,** based on a January 2022 project approval date.

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.

DaVita Whidbey Island Dialysis Center provides, and will continue to provide services for:

- In-center hemodialysis patients who dialyze in the chronic setting,
- Hemodialysis patients requiring isolation,
- Hemodialysis patients requiring treatment shifts that begin after 5:00 PM,
- Continuous Ambulatory Peritoneal Dialysis (CAPD) patients, and
- Continuous Cycle Peritoneal Dialysis (CCPD) patients.

Additional services provided include:

- Training and support for patients for peritoneal dialysis,
- Treatment for visiting hemodialysis patients from other areas outside Island County, and
- Community education for patients recently diagnosed with Chronic Kidney Disease (CKD).

These services are not expected to change as a result of the project.

8. Fill out the table below identifying the current (if applicable) and proposed configuration of dialysis stations. Note – an exempt isolation station defined under WAC 246-310-800(9) would not be counted in the methodology, but would be included in the total count of certified in-center stations.

	Before		After	
	CMS Certified Stations	**Stations Counted in the Methodology**	**CMS Certified Stations**	**Stations Counted in the Methodology**
General Use In-center Stations	5	5	6	6
Permanent Bed Stations	0	0	0	0
Exempt Isolation Station	1	0	1	0
Isolation Station	0	0	0	0
Total Stations	**6**	**5**	**7**	**6**

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

DaVita Whidbey Island Dialysis Center will serve patients requiring in-center hemodialysis (both chronic and acute) and peritoneal dialysis (CAPD and CCPD). In addition, it will serve patients requiring isolation and those requiring treatment shifts beginning after 5:00 PM. Finally, it will serve visiting hemodialysis patients and recently diagnosed CKD patients.

10. 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 Appendix 5.

11. 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).

A single line drawing, showing DaVita Whidbey Island Dialysis Center after project completion, is included as Appendix 17. Note that up to three hundred (300) square feet is allocated for future expansion stations per WAC 246-310-800(11)(c) on the proposed line drawing.

12. 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).

The DaVita Whidbey Island Dialysis Center will consist of 6,098 square feet. The treatment area will consist of 2,419 square feet, and non-treatment area of 3,679 square feet. Whidbey Island Dialysis Center space allocations are included in Table 2 below.

SQUARE FOOTAGE ALLOCATION	
Category	**After Completion**
Treatment Floor Area	
Chronic Dialysis Stations - 6	480
Isolation Station - 1	132
Permanent Bed Station	0
Expansion Stations - 2	160
Nurse Station / Med Prep Area	321
Patient Prep	88
Circulation	1,217
Lab Prep	21
Storage	0
Treatment Floor Area Total	**2,419**
Non-Treatment Floor Area	
Water Room	240
Re-Use	0
Bio-Med	106
Staff Toilet / Lounge	290
Janitorial / Electric	124
Business Office / Medical Records	63
Reception	196
Conference Room / Huddle	121
Home Training, PD & HHD Nurses	212
Patient Toilets	100
Storage	321
Staff Offices	307
HVAC / Circulation	1,599
Non-Treatment Floor Area Total	**3,679**
Total Space	**6,098**

In Table 3, below, is calculated the maximum treatment area square footage of 2,450 square feet. Treatment floor area at project completion will be 2,419 square feet, below the maximum allowable square footage.

Table 3			
Maximum treatment floor area square footage: WAC 246-310-800(11)			
Area Type	Number of Stations	Sq Ft Per Station	Total Square Feet
(a) General Use	6	150	900
(b) Permanent Bed	0	200	0
(b) Exempt Isolation	1	200	200
(c) Future Expansion	2	150	300
Other Treatment Floor Space	*75% * sum of (a), (b) and (c)*		1,050
Total			**2,450**

13. 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.

DaVita Whidbey Island Dialysis Center is, and will remain after project completion, certified by Medicare and Medicaid. DaVita Whidbey Island Dialysis Center's Medicare and Medicaid numbers are below:

Medicare Provider Number: 502564
Medicaid Provider Number: 2008751

III. Certificate of Need Review Criteria

A. Need (WAC 246-310-210)

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

WAC 246-310-800(15) defines the Island County ESRD planning area. Table 4 provides a list of all currently approved dialysis facilities operating in the Island County planning area, including DaVita Whidbey Island Dialysis Center, the subject of this expansion application

Table 4		
	Provider	**Approved Stations**

Existing Dialysis Facilities in Island County		
DVA WHIDBEY ISLAND 502564	DVA	5
PSKC WHIDBEY ISLAND 502545	PSKC	9

2. Provide utilization data for the facilities listed above according to the most recent NWRN 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

WAC 246-310-812(3) requires that projected station need must be based on 4.8 resident in-center patients per station in in urban areas, and 3.2 patients per station in designated rural counties. The applicable utilization standard for Island County is 4.8 patients per station, therefore WAC 246-310-812(5) applies, and all certificate of need counted stations at each facility in the planning area must be operating at 4.5 in-center patients per station as of the letter of intent submission date, have been in operation for three or more years, or have not met the timeline presented in their Certificate of Need application. The relevant data for this analysis is the quarterly facility utilization report prepared by the Northwest Renal Network (hereafter "NWRN"). Table 5 provides current utilization levels for all existing Island County dialysis facilities.

Table 5	Quarterly Utilization of Existing Stations				Eligibility Criteria	
Existing Dialysis Facilities in Island County	Provider	Approved Stations	NWRN 12/31/2020		Standard Met?	Standard Met?
			Patients	Patients Per Station	4.5 Patients Per Station	Operating 3+ years?
DVA WHIDBEY ISLAND 502564	DVA	5	23	4.60	Yes	Yes
PSKC WHIDBEY ISLAND 502545	PSKC	9	27	3.00	No →	Yes

Table 5 shows that PSKC Whidbey Island does not meet the utilization standards for this planning area. Pursuant to WAC 246-310-812(5) "when a planning area has one or more facilities not meeting the in-center patients per station standard, the department will consider the 4.5 in-center patients per station standard met for those facilities when:" continuing to subsection 246-310-812(5)(a) "all stations for a facility have been in operation for at least three years." PSKC Whidbey Island does meet this criteria as all stations have been in operation for greater than three years.

3. Complete the quantitative station need methodology outlined in WAC 246-310-812.

WAC 246-310-812 outlines the applicable standards and methodology to determine planning area need. WAC 246-310-800(15) defines a "planning area" as an individual geographic area designated by the department for which kidney dialysis station need projections are calculated. The 6 year in-center

hemodialysis patient historical volume for the Island County ESRD planning area is represented below in Table 6, per data from the year-end NWRN modality reports.

Table 6						
Planning Area In-Center Hemodialysis Patients by Year						
Year	2015	2016	2017	2018	2019	2020
Island County	46	45	42	52	55	53
Total	**46**	**45**	**42**	**52**	**55**	**53**

Table 7 analyzes the historical growth rate for the number of resident in-center patients from Island County to determine if the linear or nonlinear regression methodology will be used in determining need per WAC 246-310-812(4)(a)(i-ii). The linear regression methodology was selected as the year-to-year increase was less than 6% within the past five annual increases, including 2015-2016.

Table 7						
Year to Year Percentage Change in In-Center Hemodialysis Patients						
Year	2015	2016	2017	2018	2019	2020
Island County	46	45	42	52	55	53
% Change		**-2.17%**	**-6.67%**	**23.81%**	**5.77%**	**-3.64%**

Table 8 projects dialysis utilization for five years after the last calendar year when year-end in-center patient data by planning area from the NWRN modality reports is available prior to the letter of intent submission date, per WAC 246-310-812(4)(b). This fifth future year is deemed to be the projection year for identifying the maximum number of stations that may be approved within a planning area under the state methodology, per WAC 246-310-800(16). This methodology is based on the following:

- Performing a 5-year future regression of 5-year historical data, described in WAC 246-310-812(4), using either the linear or nonlinear regression methodology determined in the prior table to determine total projected patient volume. In this case, the linear methodology is used.
- Applying the patient to station conversion factor – either 4.8 patients per station for urban areas or 3.2 patients per station for designated rural counties – to determine total station need in the area. In this case, the 4.8 patients per station utilization factor is applied.
- Subtracting existing stations for dialysis facilities in the planning area from the total station need and rounding up to the next whole number of stations to determine net station need.

Table 8

Projected Station Need for the Planning Area by Year					
	Year 1	Year 2	Year 3	Year 4	Year 5
	2021	2022	2023	2024	**2025**
Projected Hemodialysis Patients	58.10	61.00	63.90	66.80	**69.70**
Patient: Station Conversion Factor	4.8	4.8	4.8	4.8	**4.8**
Total Station Need	12.10	12.71	13.31	13.92	**14.52**
Rounded to next whole number	13	13	14	14	**15**
Existing Stations	14	14	14	14	**14**
Net Station Need	+1	+1	0	0	**-1**

Island County shows need for one (1) station in the fifth year of the projection, 2025.

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

As DaVita Whidbey Island Dialysis Center is an existing facility for which DaVita is applying to expand by one (1) station, the facility's historical utilization for the last three full calendar years is provided in Table 9 below. The relevant data for total in-center patients and total home patients is the NWRN modality reports for the periods ended 12/31/2018, 12/31/2019, and 12/31/2020. The relevant data for total in-center stations is the historical number of operational stations for the majority of 2018, 2019, and 2020. The relevant data for total in-center treatments and total home treatments is from internal calendar year-end financial reports.

Table 9 DVA Whidbey Island Dialysis Center Historical Utilization	**CY 2018**	**CY 2019**	**CY 2020**
Total in-center stations (exc. Iso)	5	5	5
Total in-center patients (end of year)	22	26	23
Total in-center treatments	3650	3,878	3,367
Total home patients (end of year)	7	3	6
Total home treatments	1,117	823	774

5. 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.

The table below provides a summary of projected utilization for the first three full years of operation through completion of the third full year of operation (2023 - 2025). In-center patient volume is based on a 5-year projection of Island County patients using a regression of 5 years historical data per the Department's methodology and DaVita's own experience. Home patient volume is assumed to grow at the same historical proportionate rate to in-center. It is assumed that patient growth is split between both dialysis clinics in the planning area. In-center and home treatments are based on an assumption of 3 treatments per week per patient for 52 weeks with a 5% allowance for missed treatments.

	Forecast	Partial	Partial	Projection	Projection	Projection
	2021	2022 Jan-Apr	2022 May-Dec	2023	2024	2025
Total in-center stations (excluding CON exempt ISO)	5	5	6	6	6	6
Total in-center patients (average)	24.5	26.0	26.5	27.5	29.0	30.5
Total in-center treatments	3,631	1,284	2,618	4,076	4,298	4,520
Total home patients (average)	7.0	8.0	8.0	8.5	9.0	9.5
Total home treatments	1,037	395	790	1,260	1,334	1,408

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

Please see the information provided in Appendix 4.

7. Identify any factors in the planning area that could restrict patient access to dialysis services.

DaVita is not aware of factors relating to its proposed offering of services at DaVita Whidbey Island Dialysis Center that could restrict patient access to dialysis services in the planning area. On the contrary, an addition of one (1) station in the planning area, where the current facility is operating above the utilization threshold, will enhance patient access and offer provider choice. As detailed in its response to question 7 under the Project Description, no existing services provided to dialysis patients or community members diagnosed with chronic kidney disease (CKD) will be curtailed under this project.

8. 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.

DaVita's history of providing dialysis services at numerous locations throughout Washington State shows that all persons, including the underserved groups identified in WAC 246-310-210(2), have adequate access to DaVita's facilities, as required by the regulation. We have provided as Appendix 14 copies of the applicable admission, patient financial evaluation, and patient involuntary transfer policies. Additionally, the pro forma the funds that have been budgeted to provide charity care.

9. If this project is 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 question is not applicable to this project

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

This question is not applicable to this project

11. 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)

Copies of these policies are provided in Appendix 14. Additionally, DaVita's history of providing dialysis services at numerous locations throughout Washington State shows that all persons, including the underserved groups identified in WAC 246-310-210(2), have adequate access to DaVita's facilities, as required by the regulation.

B. Financial Feasibility (WAC 246-310-220)

1. 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:

a. Utilization projections. These should be consistent with the projections provided under the Need section. Include all assumptions.
b. Pro Forma financial projections for at least the first three full calendar years of operation. Include all assumptions.
c. 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.

Utilization projections are included in Question 5 in the in the Need section above. The DaVita Whidbey Island Dialysis Center Detailed Projected Operating Statement (Pro Forma) covering the first three full years in operation is included in Appendix 9. Historical and current financial statements are included in Appendix 8.

2. Provide the following agreements/contracts:

- Management agreement.
- Operating agreement
- Medical director agreement
- Development agreement
- Joint Venture agreement

A Medical Director Agreement, valid through at least the first three full years following completion of the project, is included in Appendix 3.

Neither a management agreement nor an operating agreement are applicable to this project as DaVita Inc. will be the sole owner and operator of Whidbey Island Dialysis Center. Nor is a joint venture agreement applicable, as DaVita will be the sole owner of Whidbey Island Dialysis Center.

3. 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.

The DaVita Whidbey Island Dialysis Center executed lease is included in Appendix 15.

4. 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.

Zoning & county assessor documentation for DaVita Whidbey Island Dialysis Center is provided in Appendix 16.

5. 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 10: Estimated Capital Expenditure DaVita Whidbey Island Dialysis Center 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)	$	545
h. Movable Equipment	$	22,518
i. Architect and Engineering Fees	$	1,361
j. Consulting Fees	$	-
k. Site Preparation	$	-
l. Supervision and Inspection of Site (including Permits)	$	681
m. Any Costs Associated with Securing the Sources of Financing (include interim interest during construction)		
1. Land	$	-
2. Building	$	-
3. Equipment	$	-
4. Other	$	-
n. Washington Sales Tax (included in above where applicable)		
Total Estimated Capital Expenditure		**$25,105**

Sales tax is assumed at the Oak Harbor, WA rate of 8.9% for all relevant categories, including fixtures, furnishings, and equipment, and where else applicable.

6. 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.

DaVita Inc, via its subsidiary Total Renal Care, Inc., is solely responsible for the capital costs identified above.

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

No construction is required for this project.

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

The DaVita Whidbey Island Dialysis Center Detailed Projected Operating Statement (Pro Forma) covering the first three full years in operation is included in Appendix 9. As required per WAC 246-310-815(1)(b), that pro forma is based on DaVita Whidbey Island Dialysis Center's current payor mix and current expenses. All major pro forma assumptions are also outlined in Appendix 9.

The proposed facility expansion will operate at utilization levels consistent with required utilization levels after three years. Reimbursements for dialysis services are not subject to or affected by capital improvements and

expenditures by providers; the proposed project will have no impact on increases in charges for services within the ESRD planning area, and will actually increase patient access in the planning area.

9. 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.

WAC 246-310-815(2) requires that applicants limit the costs of facility projects by creating a test of reasonableness in the construction of finished treatment floor area square footage. The treatment floor area must not exceed the maximum treatment floor area square footage defined in WAC 246-310-800(11). As outlined in response to question twelve under the Project Description, DaVita does not propose to construct treatment floor space in excess of the maximum treatment floor area square footage, and thus, under the WAC 246-310-815(2) test, this project does not have an unreasonable impact on costs and charges.

Additionally, as noted in response to question eight, reimbursements for dialysis services are not subject to or affected by capital improvements and expenditures by providers; the proposed project will have no impact on increases in charges for services within the ESRD planning area.

10. Provide then historical and 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 11 provides historical and expected payor mix for the DaVita Whidbey Island Dialysis Center, projected using facility data and aligned with the pro forma operating statement.

Table 11		
DaVita Whidbey Island Dialysis Center Historical & Projected Payor Mix	**Percentage by Revenue**	**Percentage by Patient**
Medicare Fee-For-Service	62.25%	73.85%
Medicaid Fee-For-Service	0.00%	0.00%
Commercial, HMO, Other Government, and Other	37.75%	26.15%
Total	100.00%	100.00%

11. If this project anticipates changes in payer mix percentages from historical to project, provide a brief explanation of why the changes are anticipated and any underlying assumptions.

Payer mix percentages are not expected to change as a result of this project.

12. 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.

Table 12 provides a listing of all new equipment proposed for this project (including estimated sales tax where applicable).

Table 12 DaVita Whidbey Island Dialysis Center New Equipment	
Expenditure Category	**Allocated Equipment Cost**
Communication/Computer Equipment	$ 4,901
Water Treatment/Biomedical/Reuse	$ -
Clinical Equipment	$ 18,162
Dialysis Machines, IV Pumps, AED, EKG, etc.	
Permanent bed	
Patient Scale, Ice Machine, Patient Lift, etc.	
Dialysis Chairs, Chart Racks, Stools, etc.	
Storage, Fixtures, Artwork, Office Equipment, etc.	$ -
Sales Tax (included in above where applicable)	
Total Equipment Costs	**$ 23,063**

13. Identify the source(s) of financing (loan, grant, gifts, etc.) and provide supporting documentation from the source.

The project will be funded from DaVita's capital expenditures budget. Capital budgeting reflects appropriate allocations of funds for projects in the Pacific Northwest. A letter from Mike Staffieri, Chief Operating Officer, committing to these funds is included as Appendix 6.

14. 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

This question is not applicable.

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

Audited financial statements for DaVita Inc., covering the time period from 2018-2020, are provided in Appendix 10.

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.

Table 13 presents the staffing for the DaVita Whidbey Island Dialysis Center.

Table 13	Whidbey Island Dialysis		FTEs								
	Avg Wage Rate	Staffing Ratio (pts per	Historical 2018	Historical 2019	Historical 2020	Forecast 2021	Partial 2022 Jan-Apr	Partial 2022 May-Dec	Projection 2023	Projection 2024	Projection 2025
Administrator	$ 35.00	80	0.75	0.61	0.22	0.42	0.50	0.50	0.50	0.50	0.50
Admin Assistant	$ 20.51	110	0.27	0.20	0.16	0.12	0.20	0.20	0.20	0.20	0.20
Social Worker	$ 35.88	120	0.25	0.40	0.41	0.32	0.22	0.22	0.23	0.24	0.25
Dietician	$ 31.04	120	0.21	0.21	0.21	0.21	0.22	0.22	0.23	0.24	0.25
RN - In-Center	$ 36.59	12	1.92	2.02	2.04	1.88	1.99	2.03	2.11	2.22	2.34
LPN	$ -		-	-	-	-	-	-	-	-	-
PCT	$ 19.58	4	2.15	2.30	2.20	2.04	2.16	2.20	2.29	2.41	2.54
RN - PD	$ 40.61	18	0.59	0.51	0.59	0.58	0.60	0.60	0.64	0.68	0.71
RN - HHD	$ -	14	-	-	-	-	-	-	-	-	-
Biomed	$ 30.51	40	0.20	0.20	0.13	0.20	0.15	0.18	0.18	0.18	0.18
Other	$ 30.63	80	0.69	0.58	0.48	0.18	0.43	0.43	0.45	0.48	0.50

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

DaVita projects FTEs based on staffing ratios for patients per shift, combined with clinical expertise. Standard ratios are noted in Table 13. Overall census estimates are based on the assumptions describing the pro forma in Appendix 9. The "Other" category includes, among other miscellaneous categories, patient education and inventory management roles, as well as training hours.

FY18-FY20 are actual historical hours, divided by 2080 hours per year to convert to FTE. These are averages throughout the year and will certainly fluctuate during a given year. FY21 forecast is extrapolated based on FY21 Q1 data. Biomed hours relate directly to the number of stations at a facility so they are relatively stable even as census goes up slightly between FY18-FY25.

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

Aggregated wage rates for each FTE category are noted in Table 13, based on actual rates from 2020. Benefits are calculated at 32.28% of gross wages.

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.

The Medical Director is Dr. Katrina Carli (MD #60374354). She is under contract to provide medical director services to DaVita Whidbey Island Dialysis Center, and is not an employee of DaVita.

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

DaVita Whidbey Island Dialysis Center has an Assistant Facility Administrator (AFA), Felisa Dorner, and a Clinical Coordinator (CC), Gillian Curtis.

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

Please see the information provided in Appendix 7.

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.

DaVita anticipates no difficulty in recruiting the necessary personnel to staff DaVita Whidbey Island Dialysis Center. While new staff may be required, DaVita has been repeatedly recognized as a Top Employer and a Military Friendly Employer (DaVita.com/about/awards) and offers a competitive wage and benefit package to employees. DaVita posts openings nationally both internally and external to DaVita.

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

Please see a listing of ancillary and support agreements for DaVita Whidbey Island Dialysis Center in Appendix 11.

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

Please see the ancillary and support vendors provided in Appendix 11.

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

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.

Ancillary services such as social services, nutrition services, financial counseling, pharmacy access, patient education, staff education, information services, material management, administration and biomedical technical services are provided on site. Additional services are coordinated through DaVita's main office in Denver, Colorado, and support offices in Federal Way and Tacoma, Washington, and elsewhere. These ancillary and support services provided centrally include the Guest Services Program that provides assistance in locating other dialysis facilities for patients wishing to travel or relocate. In addition, DaVita offers centralized revenue cycle, management services, quality improvement services, biomedical equipment maintenance and a number of other high-value off-site programs.

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

No existing ancillary or support agreements are expected to change as a result of this project.

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

Please see answer to Question Eleven above.

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

Please see the list of healthcare facilities provided in Table 14, below.

Table 14 **Healthcare Facility Relationships**	**Type of Relationship**
Careage of Whidbey	Nursing Home Dialysis Transfer Agreement
Whidbey General Hospital	Patient Transfer
Local Physician Groups	Attending and Rounding
University of Washington Medical Center	Transplant
Virginia Mason Medical Center	Transplant
Swedish Medical Center	Transplant

15. For a new facility, provide a listing of healthcare facilities with which the Kidney Center would establish working relationships.

This question is not applicable

16. Provide a copy of the existing or proposed transfer agreement with a local hospital.

Please see the transfer agreement provided in Appendix 12.

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

No existing working relationships are expected to change as a result of this project, although area hospitals and nursing homes may expect enhanced access for their ESRD patients upon project completion.

18. 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.

DaVita and the United States Department of Health and Human Services, Office of Inspector General entered into a Corporate Integrity Agreement ("CIA") to promote compliance with the statutes, regulations, and written directives of Medicare, Medicaid, and all other Federal health care programs and, in particular, included the appointment of an Independent Monitor to prospectively review DaVita's arrangements with nephrologists and other health care providers for compliance with the Anti-Kickback Statute (collectively, "Federal Health Care Programs and Laws"). That Independent Monitor completed the prospective review process in the fall of 2017. Each arrangement is now reviewed by the Risk Rating team to ensure that it is compliant with these Federal Health Care Programs and Laws.

19. Identify whether any facility or practitioner associated with this application has a history of the actions listed below. If so, provide evidence that the proposed or existing facility can and will be operated in a manner that ensures safe and adequate care to the public and conforms to applicable federal and state requirements. WAC 246-310-230(3) and (5).

- **A criminal conviction which is reasonably related to the applicant's competency to exercise responsibility for the ownership or operation of a healthcare facility; or**
- **A revocation of a license to operate a healthcare facility; or**
- **A revocation of a license to practice as a health professional; or**
- **Decertification as a provider of services in the Medicare or Medicaid program because of a failure to comply with applicable federal conditions of participation.**

The applicant has no adverse history related to any of the actions listed.

20. 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

Appendix 18 provides a summary of quality and continuity of care indicators used in DaVita's quality improvement program. The DaVita Continuous Quality Improvement (CQI) program incorporates all areas of the dialysis program. The program monitors and evaluates all activities related to clinical outcomes, operations management, and process flow. Dialysis-specific statistical tools (developed by DaVita) are used for measurement, analysis, communication, and feedback. Continuing employee and patient education are integral parts of this program. Appendix 18 includes an example of DaVita Quality Index (DQI) data. Appendix 19 includes an example of DaVita's Physician, Community and Patient Services offered through DaVita's Kidney Smart Education Program. Appendix 12 includes a copy of the transfer agreement between DaVita Whidbey Island Dialysis Center and an area care hospital partner. DaVita has been honored as one of the World's Most Admired Companies® by FORTUNE® magazine since 2006, confirming its excellence in working effectively with the communities it serves (DaVita.com/about/awards).

From the perspective of a dialysis patient with multiple relevant healthcare providers, such as a primary care provider, nephrologist, home care caregivers or skilled nursing or assisted living caregivers, and perhaps (unfortunately) a recently-visited hospital. DaVita is committed to the wellbeing of its patients, and for patients with a diagnosis as complex as end-stage renal disease, that wellbeing by necessity requires communication and coordination with multiple caregivers, such as those above. DaVita uses an interdisciplinary team consisting of the facility social worker, dietician, clinical nurse manager, medical director, and the patient's nephrologist to facilitate communication and coordination through the healthcare system. If a comorbidity is identified that impacts the patient's health, the patient's nephrologist or medical director would reach out to the patient's primary care physician for consult. DaVita would also ensure any change in the care plan from the patient's nephrologist is executed in consultation with the facility medical director. DaVita collaborates with home or assisted living and skilled nursing caregivers on a daily basis, including in cases such as the patient's above, reviewing transportation, dialysis medication needs, access care, as well as taking in any dialysis-related concerns those patients may have and reviewing them in consultation with the interdisciplinary team. When a hospital is unfortunately required to intervene in a patient's care, DaVita facilitates rapid discharges back to chronic dialysis, coordination of medical records into the patient's chart, and coordination with the patient's nephrologist for any care plan changes. Additionally, all DaVita Kidney Centers enter into hospital and nursing home transfer agreements, and participate in community emergency preparedness drills to ensure maximum coordination in the healthcare arena. Dialysis is one of the healthcare modalities that, due to its regular cadence and length, is one of patients' most consistent touchpoints with the healthcare system, and DaVita is committed to working with its patients to use these points to coordinate and communicate among the patient's healthcare providers across the healthcare system.

21. 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.

The proposed expanded DaVita Whidbey Island Dialysis Center will have an appropriate relationship to the service area's existing health care system. DaVita Whidbey Island Dialysis Center will be a key component of

the expanded health care system in the service area, and the project will enable enhanced patient access in Island County. Furthermore, DaVita has a long track record of working with area providers and collaborating with them to provide the highest quality care for patients.

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

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

Alternative 1: Do nothing. That is, do not apply for additional stations in the Island County planning area. Island County is growing in ESRD population, with a three-year annualized in-center ESRD census growth rate of more than 6.4% and demonstrated need for one (1) station. With strong demand for access to DaVita's services but no application, patients will be forced to dialyze at less convenient times, locations, or even out of the planning area entirely. This alternative was rejected.

Alternative 2: Apply for one (1) station in the Island County planning area. As summarized above, Island County shows substantial need for dialysis services. DaVita has demonstrated its ability to rapidly offer high-quality dialysis services to patients in the Island County planning area and the proposed expansion at DaVita Whidbey Island would provide the planning area with more convenient chair times and additional capacity. **This alternative was selected.**

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 the exploration and analysis of alternatives in response to Question One above.

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

DaVita's two closest facilities to Whidbey Island Dialysis Center are:

- DaVita Cascade Dialysis Center
- DaVita Pilchuck Dialysis Center

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

This question is not applicable.

5. Do any other applications you submitted under this concurrent review cycle rely on the same facilities listed in response to questions 3 or 4? If yes, identify the applications. WAC 246-310-827(3)(c). (Note: A maximum of two applications can rely on the same three facilities.)

No, they do not.

6. 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).

DaVita Whidbey Island Dialysis Center will meet all current energy conservation standards required. Furthermore, DaVita design standards, reflected in the single-line drawing, are planned to promote energy efficiency, create efficient workflows, clean sightlines and a safe and welcoming environment for patients.

APPENDICES

Appendix 01 Organizational Chart

Appendix 02 Master Legal Entity List; National DaVita Facilities

Appendix 03 Medical Director Agreement

Appendix 04 Patients by Zip Code

Appendix 05 Letter of Intent

Appendix 06 Operational and Financial Commitment Letter

Appendix 07 Credentialed Staff

Appendix 08 Historical & Current Financials

Appendix 09 Detailed Projected Operating Statement (Pro Forma)

Appendix 10 Audited Financial Statements; SEC 10k – 2018, 2019, 2020

Appendix 11 Ancillary and Support Agreements and Vendors

Appendix 12 Patient Transfer Agreement

Appendix 13 List of State Regulatory Agencies

Appendix 14 Accepting Patients for Treatment; Indigent Care Policy; Involuntary Transfer Procedure; Patient Rights

Appendix 15 Lease Agreement

Appendix 16 Zoning Documentation

Appendix 17 Single Line Drawing

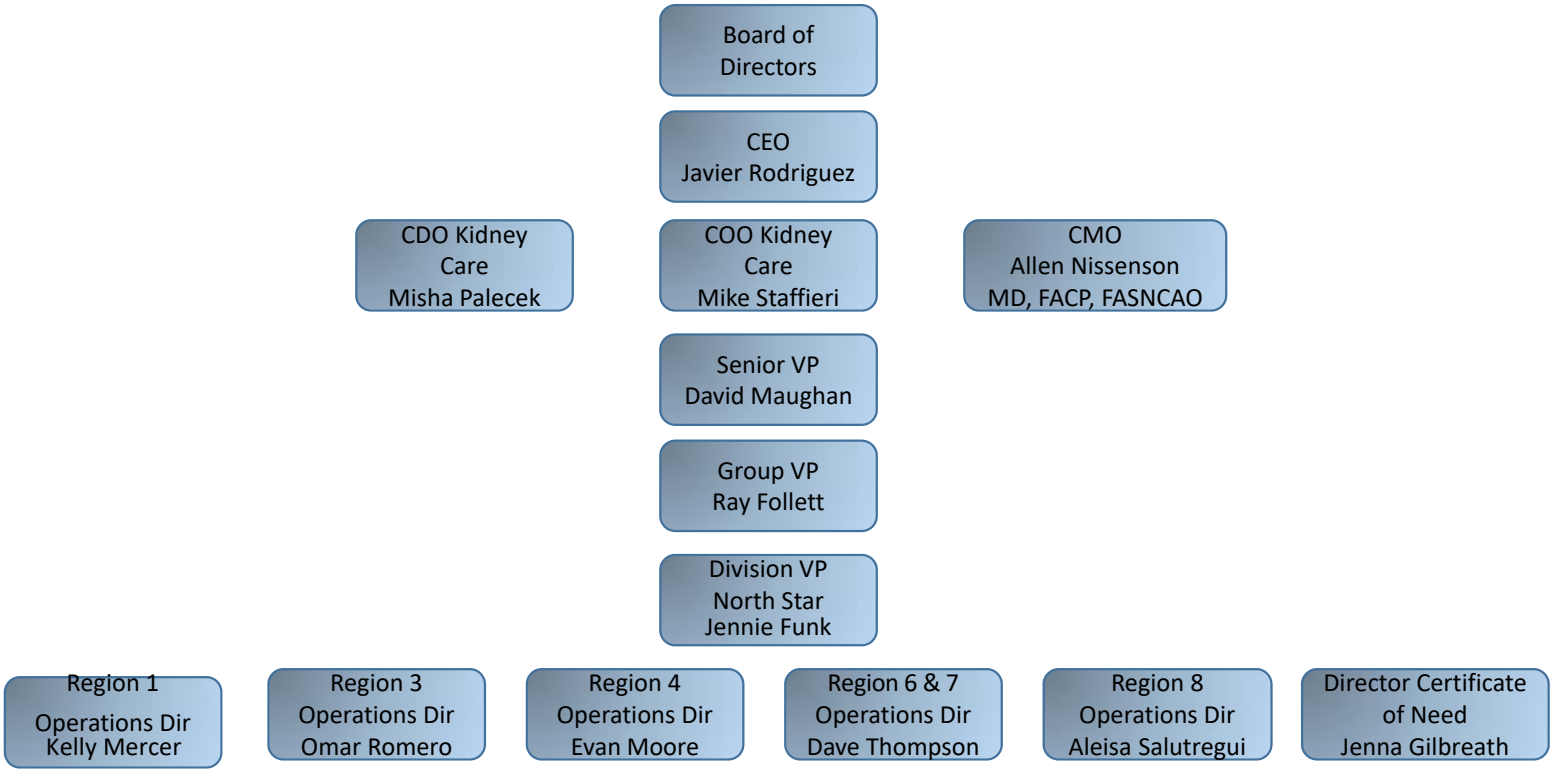
Appendix 18 DaVita Quality Index (DQI) Data; DaVita Continuous Quality Improvement (CQI) Data

Appendix 19 DaVita's Physician, Community and Patient Services

Appendix 1

Organizational Chart

Davita Organizational Structure



Appendix 2

Master Legal Entity List
National DaVita Facilities

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of April 28, 2021

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
0	DaVita Inc.		DE	For Profit Corporation	
1	American Medical Insurance, Inc.	DaVita Inc.	AZ	For Profit Corporation	100%
1	Beverly Hills Dialysis Partnership	DaVita Inc.	CA	General Partnership	0.045%
1	DC Healthcare International, Inc.	DaVita Inc.	DE	For Profit Corporation	100%
1	DVA Renal Healthcare, Inc.	DaVita Inc.	TN	For Profit Corporation	100%
1	DaVita Dialysis Contracting, LLC	DaVita Inc.	DE	Limited Liability Company	100%
1	DaVita Institute for Patient Safety, Inc.	DaVita Inc.	DE	For Profit Corporation	100%
1	DaVita VillageHealth, Inc.	DaVita Inc.	DE	For Profit Corporation	100%
1	DaVita of New York, Inc.	DaVita Inc.	NY	For Profit Corporation	100%
1	Renal Life Link, Inc.	DaVita Inc.	DE	For Profit Corporation	100%
1	Renal Treatment Centers, Inc.	DaVita Inc.	DE	For Profit Corporation	100%
1	The DaVita Collection, Inc.	DaVita Inc.	CA	For Profit Corporation	100%
1	Total Renal Care, Inc.	DaVita Inc.	CA	For Profit Corporation	100%
2	Federal Way Assurance, Inc.	American Medical Insurance, Inc.	CO	For Profit Corporation	100%
2	DV Care Netherlands B.V.	DC Healthcare International, Inc.	Netherlands	Besloten Venootschap(BV)	100%
2	DV Care Netherlands C.V.	DC Healthcare International, Inc.	Netherlands	Commanditaire Vennootschap(CV)	99%
2	DV Pharmaceuticals B.V.	DC Healthcare International, Inc.	Netherlands	Besloten Venootschap(BV)	100%
2	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	DC Healthcare International, Inc.	Brazil	Limited Liability Company/Ltda	99.99976%
2	DaVita Care (Saudi Arabia)	DC Healthcare International, Inc.	Saudi Arabia	Limited Liability Company	95%
2	DaVita HealthCare Brasil Serviços Médicos Ltda.	DC Healthcare International, Inc.	Brazil	Limited Liability Company/Ltda	99.9%
2	DaVita International Limited	DC Healthcare International, Inc.	United Kingdom	Private Company Limited by Shares	100%
2	DaVita UK Limited	DC Healthcare International, Inc.	United Kingdom	Private Company Limited by Shares	100%
2	Cimarron Dialysis, LLC	DVA Renal Healthcare, Inc.	DE	Limited Liability Company	55%
2	Columbus-RNA-DaVita, LLC	DVA Renal Healthcare, Inc.	DE	Limited Liability Company	100%
2	DVA Healthcare - Southwest Ohio, LLC	DVA Renal Healthcare, Inc.	TN	Limited Liability Company	80.5%
2	DVA Healthcare Procurement Services, Inc.	DVA Renal Healthcare, Inc.	CA	For Profit Corporation	100%
2	DVA Healthcare of Maryland, LLC	DVA Renal Healthcare, Inc.	MD	Limited Liability Company	100%
2	DVA Healthcare of Massachusetts, Inc.	DVA Renal Healthcare, Inc.	MA	For Profit Corporation	100%
2	DVA Healthcare of New London, LLC	DVA Renal Healthcare, Inc.	TN	Limited Liability Company	51%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of April 28, 2021

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	DVA Healthcare of Norwich, LLC	DVA Renal Healthcare, Inc.	TN	Limited Liability Company	51%
2	DVA Healthcare of Pennsylvania, LLC	DVA Renal Healthcare, Inc.	PA	Limited Liability Company	100%
2	DVA Healthcare of Tuscaloosa, LLC	DVA Renal Healthcare, Inc.	TN	Limited Liability Company	51%
2	DVA Laboratory Services, Inc.	DVA Renal Healthcare, Inc.	FL	For Profit Corporation	100%
2	DVA of New York, Inc.	DVA Renal Healthcare, Inc.	NY	For Profit Corporation	100%
2	DVA/Washington University Healthcare of Greater St. Louis, LLC	DVA Renal Healthcare, Inc.	DE	Limited Liability Company	51%
2	Daytone Dialysis, LLC	DVA Renal Healthcare, Inc.	DE	Limited Liability Company	100%
2	Dialysis Holdings, Inc.	DVA Renal Healthcare, Inc.	DE	For Profit Corporation	100%
2	Doves Dialysis, LLC	DVA Renal Healthcare, Inc.	DE	Limited Liability Company	100%
2	Echos Dialysis, LLC	DVA Renal Healthcare, Inc.	DE	Limited Liability Company	100%
2	Freehold Artificial Kidney Center, L.L.C.	DVA Renal Healthcare, Inc.	NJ	Limited Liability Company	100%
2	Neptune Artificial Kidney Center, L.L.C.	DVA Renal Healthcare, Inc.	NJ	Limited Liability Company	100%
2	Ohio River Dialysis, LLC	DVA Renal Healthcare, Inc.	DE	Limited Liability Company	55%
2	Ouabache Dialysis, LLC	DVA Renal Healthcare, Inc.	DE	Limited Liability Company	100%
2	Palmas Dialysis, LLC	DVA Renal Healthcare, Inc.	DE	Limited Liability Company	100%
2	Philadelphia-Camden Integrated Kidney Care, LLC	DVA Renal Healthcare, Inc.	DE	Limited Liability Company	10.571%
2	Phoenix-Tucson Integrated Kidney Care, LLC	DVA Renal Healthcare, Inc.	DE	Limited Liability Company	6.4978%
2	Rockhound Dialysis, LLC	DVA Renal Healthcare, Inc.	DE	Limited Liability Company	100%
2	South Florida Integrated Kidney Care, LLC	DVA Renal Healthcare, Inc.	DE	Limited Liability Company	29.967%
2	Targhee Dialysis, LLC	DVA Renal Healthcare, Inc.	DE	Limited Liability Company	55%
2	Tenack Dialysis, LLC	DVA Renal Healthcare, Inc.	DE	Limited Liability Company	55%
2	UT Southwestern DVA Healthcare, L.L.P.	DVA Renal Healthcare, Inc.	TX	Limited Liability Partnership	51%
2	Viento Dialysis, LLC	DVA Renal Healthcare, Inc.	DE	Limited Liability Company	100%
2	DaVita VillageHealth of California, Inc.	DaVita VillageHealth, Inc.	CA	For Profit Corporation	100%
2	Empire State DC, Inc.	DaVita of New York, Inc.	NY	For Profit Corporation	100%
2	Huntington Artificial Kidney Center, Ltd.	DaVita of New York, Inc.	NY	For Profit Corporation	100%
2	Knickerbocker Dialysis, Inc.	DaVita of New York, Inc.	NY	For Profit Corporation	100%
2	Liberty RC, Inc.	DaVita of New York, Inc.	NY	For Profit Corporation	100%
2	Central Ohio Dialysis, LLC	Renal Life Link, Inc.	DE	Limited Liability Company	100%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of April 28, 2021

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	Hendy Dialysis, LLC	Renal Life Link, Inc.	DE	Limited Liability Company	100%
2	Ionia Dialysis, LLC	Renal Life Link, Inc.	DE	Limited Liability Company	55%
2	New Bay Dialysis, LLC	Renal Life Link, Inc.	DE	Limited Liability Company	80%
2	New Hope Dialysis, LLC	Renal Life Link, Inc.	DE	Limited Liability Company	100%
2	Seneca Dialysis, LLC	Renal Life Link, Inc.	DE	Limited Liability Company	69.7387%
2	Strongsville Dialysis, LLC	Renal Life Link, Inc.	DE	Limited Liability Company	90%
2	DaVita - West, LLC	Renal Treatment Centers, Inc.	DE	Limited Liability Company	100%
2	Physicians Dialysis Acquisitions, Inc.	Renal Treatment Centers, Inc.	DE	For Profit Corporation	100%
2	Physicians Dialysis Ventures, LLC	Renal Treatment Centers, Inc.	DE	Limited Liability Company	100%
2	Renal Treatment Centers - California, Inc.	Renal Treatment Centers, Inc.	DE	For Profit Corporation	100%
2	Renal Treatment Centers - Hawaii, Inc.	Renal Treatment Centers, Inc.	DE	For Profit Corporation	100%
2	Renal Treatment Centers - Illinois, Inc.	Renal Treatment Centers, Inc.	DE	For Profit Corporation	100%
2	Renal Treatment Centers - Mid-Atlantic, Inc.	Renal Treatment Centers, Inc.	DE	For Profit Corporation	100%
2	Renal Treatment Centers - Northeast, Inc.	Renal Treatment Centers, Inc.	DE	For Profit Corporation	100%
2	Renal Treatment Centers - Southeast, LP	Renal Treatment Centers, Inc.	DE	Limited Partnership	1%
2	Renal Treatment Centers - West, Inc.	Renal Treatment Centers, Inc.	DE	For Profit Corporation	100%
2	AI Care Insights, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Able Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	70.5%
2	Acadia Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Accountable Kidney Care, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Ackley Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Acton Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Adair Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Adiron Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Ahern Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Aikens Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Alenes Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	78.56%
2	Alexandria Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Alomie Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	American Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	American Fork Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Amery Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	75%
2	Anderson Kidney Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Andrews Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Animas Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Arbela Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Arcadia Gardens Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	55%
2	Arches Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Ardigm Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Argyle Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	95.3361%
2	Artesia Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Astro, Hobby, West Mt. Renal Care Limited Partnership	Total Renal Care, Inc.	DE	Limited Partnership	1%
2	Atchison Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	80%
2	Atlantic Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	70%
2	Attell Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Austin Dialysis Centers, L.P.	Total Renal Care, Inc.	DE	Limited Partnership	1%
2	Avertrail Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	50%
2	Babler Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	70%
2	Barrington Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Barrons Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	89.5%
2	Barton Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Basin Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	67.8571%
2	Bastrop Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Bayfield Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	87%
2	Bayshore Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	75%
2	Beals Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Bear Creek Dialysis Center, L.P.	Total Renal Care, Inc.	DE	Limited Partnership	1%
2	Beck Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of April 28, 2021

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	Bedell Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Bellore Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Bemity Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Beverly Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Beverly Hills Dialysis Partnership	Total Renal Care, Inc.	CA	General Partnership	99.955%
2	Birch Dialysis, LLC	Total Renal Care, Inc.	OH	Limited Liability Company	100%
2	Biscayne Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Blackfoot Dialysis Partners, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Bladon Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60.1%
2	Blake Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Blanco Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	87.5%
2	Blauvelt Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Bliss Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Blue Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Bluegrass Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Bohama Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	55%
2	Boltron Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Bonister Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Boonville Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Borrego Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Botkins Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Bottle Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Bowan Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Brache Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Braddock Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Braggs Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Braidwood Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Brantley Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Bretton Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	Bridges Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Brimfield Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Bronson Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Brook Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Brooksprings Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Brownwood Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Bryce Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Bulfinch Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Bullards Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	61.5219%
2	Bullock Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Burman Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	62%
2	Burney Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Burrill Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Burton Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Butano Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	75%
2	Caballo Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Cache Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Caddo Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	85%
2	Caddoan Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	78.106%
2	Cadeen Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Cadiz Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	75%
2	Caesar Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Cagles Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Calamus Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Calante Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Calaveras Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Calico Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Cama Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Camino Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	Campton Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90.6504%
2	Canney Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Cannon Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Canyon Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Canyonlands Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Capelville Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Capital Dialysis Partnership	Total Renal Care, Inc.	CA	General Partnership	71.2704%
2	Capron Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Cardinal Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Carlsbad Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	70%
2	Carlton Dialysis, LLC	Total Renal Care, Inc.	U.S. Virgin Islands	Limited Liability Company	100%
2	Carroll County Dialysis Facility, Inc.	Total Renal Care, Inc.	MD	For Profit Corporation	100%
2	Casas Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Castle Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Castlewood Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Caswell Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Catello Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Cathedral Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Caverns Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	84.6%
2	Cedar Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	70%
2	Centennial LV, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Cerito Dialysis Partners, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Chaffee Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Challis Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	80%
2	Champions Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Channel Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Chantry Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Charemont Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Chenango Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	96.2511%

DaVita Inc.
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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	Cheraw Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Cherry Valley Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Cheshire Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Cheshire MD Holdings, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Chicot Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Chipeta Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Chitue Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Cinco Rios Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Clark Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	79%
2	Clearee Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Cleburne Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	50.1%
2	Cloudland Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Clover Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	92.1894%
2	Coast Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Cobbles Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Coe Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Colleton Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	76.4117%
2	Collier Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Colliver Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Colville Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Community Acutes Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Conchasa Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Conconully Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Continental Dialysis Center of Springfield-Fairfax, Inc.	Total Renal Care, Inc.	VA	For Profit Corporation	100%
2	Continental Dialysis Centers, Inc.	Total Renal Care, Inc.	VA	For Profit Corporation	100%
2	Cooper Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	94.3%
2	Coral Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Cordele Dialysis Center, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Cottonwood Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%

DaVita Inc.
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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	Couer Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	55%
2	Court Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Cowell Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Cowesett Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	70%
2	Creek Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Croft Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Crystals Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	70%
2	Culbert Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Curlew Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	DE Oro Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	DaVita APAC Holding B.V.	Total Renal Care, Inc.	Netherlands	Besloten Venootschap(BV)	20%
2	DaVita CKD Dietitians, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	DaVita El Paso East, L.P.	Total Renal Care, Inc.	DE	Limited Partnership	1%
2	DaVita Kidney Care Contracting, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	DaVita Nephrology Associates Of Utah, L.L.C.	Total Renal Care, Inc.	UT	Limited Liability Company	100%
2	DaVita Rx, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Dackman Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Dagmar Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Dale Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Dallas-Fort Worth Nephrology, L.P.	Total Renal Care, Inc.	DE	Limited Partnership	1%
2	Damon Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	55%
2	Daroga Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Darter Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Dawson Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	DeSoto Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	75%
2	Decker Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Decklund Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	73.7%
2	Delabar Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	91%
2	Demlow Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	Deneault Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Deowee Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	74.4178%
2	Deschutes Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	75%
2	Detroit Integrated Kidney Care, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Dialysis Center Of Abilene, L.P.	Total Renal Care, Inc.	DE	Limited Partnership	100%
2	Dialysis Specialists of Dallas, Inc.	Total Renal Care, Inc.	TX	For Profit Corporation	100%
2	Dierks Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Dillard Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Dolores Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Dome Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	79.9982%
2	Downtown Houston Dialysis Center, L.P.	Total Renal Care, Inc.	DE	Limited Partnership	1%
2	Dresher Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Drummer Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Dunkins Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Dunklinson Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	95%
2	Duston Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Eagles Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	East Bay - DaVita Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	East End Dialysis Center, Inc.	Total Renal Care, Inc.	VA	For Profit Corporation	100%
2	East Houston Kidney Center, L.P.	Total Renal Care, Inc.	DE	Limited Partnership	1%
2	East Oaks Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Eastmont Dialysis Partnership	Total Renal Care, Inc.	CA	General Partnership	60.78%
2	Eastover Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Eavers Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Ebrea Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Eckley Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Edgemere Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Edisto Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Edna Dialysis, L.P.	Total Renal Care, Inc.	DE	Limited Partnership	1%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	Elberton Dialysis Facility, Inc.	Total Renal Care, Inc.	GA	For Profit Corporation	100%
2	Eldrist Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	55%
2	Elkhorn Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Elkonson Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Ellacoya Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Etowah Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Ettleton Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Eufaula Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	63.676781 %
2	Everglades Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Fairfield Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	84%
2	Falcon, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Falmont Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	80%
2	Fanthorp Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Farnolle Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	88%
2	Fenton Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	78.1338%
2	Ferne Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Ferron Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	80.5%
2	Fields Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	80%
2	Five Star Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Fjords Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	55%
2	Flagler Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Flamingo Park Kidney Center, Inc.	Total Renal Care, Inc.	FL	For Profit Corporation	100%
2	Forester Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Fort Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Foss Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Freeportbay Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Fremont Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Frierton Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Frontenac Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	70%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of April 28, 2021

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	Frontier Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	GDC International, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	GDC Resources, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Galah Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Gallatin Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Ganchis Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Ganois Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	59%
2	Gardenside Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90.9208%
2	Garrett Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Garson Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Garth Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Gate Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Gaviota Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Gebhard Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Gemini Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Genesis KC Development, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Gioconda Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Givhan Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Glarus Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Glassland Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	96%
2	Glosser Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Goldendale Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Goliad Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	55.4644%
2	Goodale Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90.3%
2	Gordina Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Goza Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Grahams Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Grand Home Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Greater Las Vegas Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of April 28, 2021

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	Greater Los Angeles Dialysis Centers, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Green Desert Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	55%
2	Greenleaf Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Griffin Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	70.3261%
2	Griffs Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Groten Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	78%
2	Grove Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Gulch Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	80%
2	Gunnison Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Hagerstown Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60.2629%
2	Hailstone Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Hallowell Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Hampton Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	95%
2	Hardy Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	85%
2	Harmony Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Harpett Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Harpswell Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Harriman Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Hart Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Hatchery Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Haverhills Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Hawaiian Gardens Dialysis Center, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Hawkden Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Hawn Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	67%
2	Hazelton Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Heavener Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Heckscher Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Hegan Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Heideck Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of April 28, 2021

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	Helmer Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Heron Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Hewett Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Heyburn Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Hialeah Kidney Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Hightower Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Hilgards Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	72.7988%
2	Hills Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Holiday Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Holten Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Hooper Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Hopkinton Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Hosller Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Houston Acute Dialysis, L.P.	Total Renal Care, Inc.	DE	Limited Partnership	1%
2	Houston Kidney Center/Total Renal Care Integrated Service Network Limited Partnership	Total Renal Care, Inc.	DE	Limited Partnership	1%
2	Humboldt Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Hummer Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Hunter Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	95%
2	Huntington Park Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Hyattsville Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Hyde Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Idosta Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Iowa Health-Des Moines DaVita Dialysis Partnership, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Iroquois Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Itasca Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	J.E.T. New Orleans East Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Jacinto Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Jedburg Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Jenness Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	55%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	Jericho Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Joliet Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Joshua Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Jubilee Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	80.4986%
2	Junta Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Kamaka Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Kamakee Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Kamiah Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Kandunce Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Kanika Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Kasaskia Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	80%
2	Kavett Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	70%
2	Keller Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Kenai Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	94.76%
2	Kershaw Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Keystone Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Kidney Center South LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Kidney Home Center, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Kimball Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Kings Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Kingston Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Kinnick Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	95%
2	Kinter Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	75.9191%
2	Kiowa Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	95%
2	Kleaca Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	91%
2	Klinger Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Knobbs Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Knotts Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Lakeshore Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	70%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of April 28, 2021

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	Lakeside Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Landing Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	83.1%
2	Landor Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Landsford Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Lanier Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Lapham Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	93.3604%
2	Las Vegas Pediatric Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	78.9613%
2	Lasalle Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Lassen Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	75%
2	Latrobe Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Leasburg Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	55%
2	Leaton Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Lees Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Legare Development LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Leo Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Lexington Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Lighthouse Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	65%
2	Limon Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Lincoln Park Dialysis Services, Inc.	Total Renal Care, Inc.	IL	For Profit Corporation	100%
2	Lincolnton Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	77%
2	Little Rock Dialysis Centers, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Livingston Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90.453%
2	Lockhart Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	55%
2	Lockport Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Locuston Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Lofield Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Lone Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Longworth Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Lord Baltimore Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	Lory Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	80%
2	Los Angeles Dialysis Center	Total Renal Care, Inc.	CA	General Partnership	68.1562%
2	Los Arcos Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Loup Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Lourdes Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Lowden Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Lufield Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	85%
2	Lurleen Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	83%
2	Lyndale Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Lyndon Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Macab Dialysis LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Machesney Bay Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	80%
2	Mackies Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Madigan Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	52%
2	Magney Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	78%
2	Magnolia Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Magoffin Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Mahoney Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Makonee Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	85%
2	Mammoth Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	77%
2	Manito Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	65%
2	Manzano Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	95%
2	Maple Grove Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Marbell Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Marseille Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	80%
2	Marsher Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	81.4196%
2	Martin Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Mason-Dixon Dialysis Facilities, Inc.	Total Renal Care, Inc.	MD	For Profit Corporation	100%
2	Mason-Dixon Dialysis Facilities, Inc.	Total Renal Care, Inc.	MD	For Profit Corporation	

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	Mautino Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Mayfield Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Mazonia Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	84%
2	Mazsum Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Meadows Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Meesa Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Mellen Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Memorial Dialysis Center, L.P.	Total Renal Care, Inc.	DE	Limited Partnership	1%
2	Mena Dialysis Center, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Menca Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	94%
2	Meridian Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	55%
2	Mermet Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Mesilla Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	95%
2	Millonee Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	75%
2	Millsite Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Milltown Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Minneopa Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Miramar Dialysis Center, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Mocca Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	83.5%
2	Modesto Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Molera Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Monad Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Monahans Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Moncrief Dialysis Center/Total Renal Care Limited Partnership	Total Renal Care, Inc.	DE	Limited Partnership	1%
2	Monett Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	55%
2	Montauk Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	96.108926 %
2	Monte Perla Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Montville Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Moraine Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	Morrison Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	69%
2	Morro Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	80%
2	Motte Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	80%
2	Mounds Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	94%
2	Mountain Park Dialysis Center, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	86%
2	Mountain West Dialysis Services, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Mulgee Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Musgrove Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Myrtle Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Nadell Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Nahant Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Nansen Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	National Trail Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Natomas Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60.8%
2	Nauvue Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Navarro Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	59%
2	Naville Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Navin Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	66%
2	Neff Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Nehalem Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Nehall Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	84.592%
2	Nelworth Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Neoporte Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Nephrology Care Alliance, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Nephrology Practice Solutions, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	New Castle Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Newhall Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	84.5%
2	Nisene Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	70.055556 %
2	Nizina Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	Norte Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	89.0392%
2	North Ogden Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Noster Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Odiorne Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	80%
2	Okanogan Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Olive Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	80%
2	Olympic Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Open Access Sonography, Inc.	Total Renal Care, Inc.	FL	For Profit Corporation	100%
2	Opham Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Ordust Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Osage Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Owasso Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Owens Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Owyhee Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	PD La Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Pablo Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	65%
2	Pacheco Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Pacific Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	70%
2	Palisades Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Palmetto Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Palo Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Palomar Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	75.8323%
2	Panola Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Panther Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Papello Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Parker Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Patient Pathways, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Patoka Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	65%
2	Pattison Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	Patuk Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Pawlier Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Pearl Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	55%
2	Pedernales Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Pekin Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Pendster Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Percha Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Pering Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Perry County Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Perryton Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	50%
2	Pershing Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Petra Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Philadelphia-Camden Integrated Kidney Care, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	10.571%
2	Phoenix-Tucson Integrated Kidney Care, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	12.996%
2	Pible Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Pine Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Pinewoods Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	78.04%
2	Pirogue Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Piscata Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	85%
2	Pittsburgh Dialysis Partners, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	50%
2	Plaine Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	75%
2	Plateau Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Plover Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	93.4247%
2	Poinsett Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Pointe Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Pokagon Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	77%
2	Pomme Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Ponca Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	86%
2	Pooler Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	Portales Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Portola Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	87.5%
2	Powerton Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Prairie Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Prencoe Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Priday Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	87.0248%
2	Prineville Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Prings Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Pruneau Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	65%
2	Quincy Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Quinn Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	RNA - DaVita Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Rainer Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Ralfton Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Ramsey Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Rancho Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	95%
2	Randolph Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Ravalli Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	92.8194%
2	Ravine Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	80%
2	Red Willow Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Redcliff Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	68%
2	Reef Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Refuge Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Rend Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Reno Avenue Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Renwick Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Rhodes Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Ridgeland Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Ridgely Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	Ringwood Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Rio Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Ripley Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Rita Ranch Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Roaring Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Robertsville Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Robinson Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Rockwood Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	50%
2	Rolf Park Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Rollins Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Ronan Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	58%
2	Roose Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	80%
2	Rophets Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Roushe Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Royale Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Runstone Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Rusk Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Rutland Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Rutledge Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Rye Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	SAKDC-DaVita Dialysis Partners, L.P.	Total Renal Care, Inc.	DE	Limited Partnership	1%
2	SE Ohio Regional Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Saddleback Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	80%
2	SafeHarbor Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	70%
2	Saggett Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Saguaro Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Sahara Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Salisbury Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	San Gabriel Valley Partnership	Total Renal Care, Inc.	CA	General Partnership	100%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	San Marcos Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Sandlin Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	77.965%
2	Sands Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	85%
2	Santee Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Santo Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Sapelo Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Sapinero Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Sappington Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Saugus Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Saunders Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Scoggins Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Screven Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Seabay Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Seasons Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Secour Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Seminole Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Sensiba Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	65%
2	Shade Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Shadow Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Shayano Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	76.4465%
2	Shelling Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	80%
2	Sherman Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Shining Star Dialysis, Inc.	Total Renal Care, Inc.	NJ	For Profit Corporation	100%
2	Shoals Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	68.450665 %
2	Shone Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Shoshone Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Siena Dialysis Center, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Silverwood Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	66.63%
2	Simcoe Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	Simeon Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	65%
2	Sinewa Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	95%
2	Skagit Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Skylar Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Sloans Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Smithgall Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Solidago Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Somerville Dialysis Center, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	South Central Florida Dialysis Partners, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	South Florida Integrated Kidney Care, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	29.967%
2	South Fork Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	76%
2	South Shore Dialysis Center, L.P.	Total Renal Care, Inc.	DE	Limited Partnership	1%
2	Southeast Florida Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Southeast Nephrology Center, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Southeastern Indiana Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Southwest Atlanta Dialysis Centers, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	21%
2	Southwest Indiana Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Southwest Kidney-DaVita Dialysis Partners II, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	50%
2	Southwest Kidney-DaVita Dialysis Partners, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	50%
2	Southwest Rocky Mountain Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Southwestern Tennessee Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Southwood Park Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Sparks Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Spokane Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Springpond Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Stanton Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Star Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	70%
2	Starks Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Steam Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%

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Domestic and International Subsidiaries - Tier Structure Organization Chart
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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	Stearns Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	75%
2	Steele Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	95%
2	Stewart Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Stiller Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Stines Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Stockton Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Storrie Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	95%
2	Strongwood Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Strower Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Sugarite Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Sula Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Summer Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Summit Dialysis Center, L.P.	Total Renal Care, Inc.	DE	Limited Partnership	1%
2	Sun City West Dialysis Center, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Sunapee Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Sunrays Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Sunset Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	65.238%
2	Swanson Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Swanville Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Sylvania Dialysis Center, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	TRC - Indiana, LLC	Total Renal Care, Inc.	IN	Limited Liability Company	10%
2	TRC El Paso Limited Partnership	Total Renal Care, Inc.	DE	Limited Partnership	1%
2	TRC West, Inc.	Total Renal Care, Inc.	DE	For Profit Corporation	100%
2	TRC of New York, Inc.	Total Renal Care, Inc.	NY	For Profit Corporation	100%
2	TRC-Georgetown Regional Dialysis, LLC	Total Renal Care, Inc.	DC	Limited Liability Company	80%
2	Talimena Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Tannor Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	85%
2	Tarley Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	63.814%
2	Taskett Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	85%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	Tel-Huron Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Tennessee Valley Dialysis Center, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Terre Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Tetona Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Texoma Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	The Woodlands Dialysis Center, LP	Total Renal Care, Inc.	DE	Limited Partnership	1%
2	Tonka Bay Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Topanga Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Tortugas Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Total Acute Kidney Care, Inc.	Total Renal Care, Inc.	FL	For Profit Corporation	100%
2	Total Renal Care Texas Limited Partnership	Total Renal Care, Inc.	DE	Limited Partnership	1%
2	Total Renal Care of North Carolina, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	85%
2	Total Renal Care of Utah, L.L.C.	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Total Renal Care/Crystal River Dialysis, L.C.	Total Renal Care, Inc.	FL	Limited Liability Company	33.3333%
2	Total Renal Laboratories, Inc.	Total Renal Care, Inc.	FL	For Profit Corporation	100%
2	Total Renal Research, Inc.	Total Renal Care, Inc.	DE	For Profit Corporation	100%
2	Toulouse Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	86%
2	Tovell Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Townsend Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Trailstone Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Trailway Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Transmountain Dialysis, L.P.	Total Renal Care, Inc.	DE	Limited Partnership	1%
2	Tree City Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Tross Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Tugaloo Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Tugman Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Tunnel Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Turlock Dialysis Center, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Turville Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	Twain Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	87.656%
2	Tyler Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	81%
2	USC-DaVita Dialysis Center, LLC	Total Renal Care, Inc.	CA	Limited Liability Company	60%
2	Ubonsie Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Unicoi Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	80%
2	Union City Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	University Dialysis Center, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Upper Valley Dialysis, L.P.	Total Renal Care, Inc.	DE	Limited Partnership	1%
2	Urbana Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Valley Springs Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	55%
2	Valmack Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	88%
2	Vanell Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Verde Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	83%
2	Versailles Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	VillageHealth DM, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Villanueva Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	70%
2	Vively Health, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Vogel Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Volo Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	75%
2	Voyage Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Waddell Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Wadeson Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Wadleigh Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Wakonda Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Wakoni Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Walcott Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Walker Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	62.643%
2	Wallis Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Wallowa Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	94%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	Walton Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Washburne Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Washington Plaza Dialysis, LLC	Total Renal Care, Inc.	CA	Limited Liability Company	100%
2	Watkins Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	71%
2	Waycross Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Weldon Dialysis, LLC	Total Renal Care, Inc.	CA	Limited Liability Company	51%
2	Wesley Chapel Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	54%
2	West Broomfield Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	West Elk Grove Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	66.5722%
2	West Pensacola Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	West Sacramento Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	63.25%
2	Western Nevada Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Wheelers Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Whitney Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	50.1%
2	Wilder Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Williston Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Willowbrook Dialysis Center, L.P.	Total Renal Care, Inc.	DE	Limited Partnership	1%
2	Winchester Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Windcreek Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	73.9038%
2	Wisner Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Wood Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Woodford Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Wooten Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	94%
2	Yards Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Yargol Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Ybor City Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	95%
2	Zara Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Zellier Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
3	Philadelphia-Camden Integrated Kidney Care, LLC	Able Dialysis, LLC	DE	Limited Liability Company	1%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	Phoenix-Tucson Integrated Kidney Care, LLC	Barton Dialysis, LLC	DE	Limited Liability Company	1.5%
3	Philadelphia-Camden Integrated Kidney Care, LLC	Campton Dialysis, LLC	DE	Limited Liability Company	1%
3	Cassin Dialysis, LLC	Carlton Dialysis, LLC	U.S. Virgin Islands	Limited Liability Company	100%
3	Carroll County Dialysis Facility Limited Partnership	Carroll County Dialysis Facility, Inc.	MD	Limited Partnership	66.67%
3	Bogachiel Dialysis, LLC	Chantry Dialysis, LLC	DE	Limited Liability Company	100%
3	DV Care Netherlands B.V. Arabia Medical	DV Care Netherlands B.V.	Saudi Arabia	Limited Liability Company	100%
3	DV Renal Care Denmark ApS	DV Care Netherlands B.V.	Denmark	Anpartsselskab(ApS)	100%
3	DVA Holdings Pte. Ltd.	DV Care Netherlands B.V.	Singapore	Private Company Limited by Shares	100%
3	DaVita APAC Holding B.V.	DV Care Netherlands B.V.	Netherlands	Besloten Venootschap(BV)	80%
3	DaVita Germany GmbH	DV Care Netherlands B.V.	Germany	Gesellschaft mit beschränkter Haftung(GmbH)	100%
3	DaVita S.A.S.	DV Care Netherlands B.V.	Colombia	Sociedad por Acciones Simplificada S.A.S.	100%
3	DaVita Sp. z o.o.	DV Care Netherlands B.V.	Poland	Spółka Z Ograniczona Odpowiedzialnością	100%
3	IDC -International Dialysis Centers, Lda	DV Care Netherlands B.V.	Portugal	Private Limited Company	100%
3	River Valley Dialysis, LLC	DVA Healthcare - Southwest Ohio, LLC	DE	Limited Liability Company	70.5%
3	Philadelphia-Camden Integrated Kidney Care, LLC	DVA Healthcare of Pennsylvania, LLC	DE	Limited Liability Company	10.571%
3	Renal Treatment Centers - Southeast, LP	DaVita - West, LLC	DE	Limited Partnership	99%
3	DaVita Care Pte. Ltd.	DaVita APAC Holding B.V.	Singapore	Private Company Limited by Shares	75%
3	DaVita Bauru Serviços de Nefrologia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Ceilândia Serviços de Nefrologia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Natal Serviços de Nefrologia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Nefromed Serviços de Nefrologia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Nephron Care Serviços de Nefrologia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.99998%
3	DaVita Rien Serviços de Nefrologia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.99999%
3	DaVita SOS Serviços de Nefrologia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Serviços Diálise Móvel Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.99%
3	DaVita Serviços de Nefrologia Anchieta Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	
3	DaVita Serviços de Nefrologia Araruama Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.9999%
3	DaVita Serviços de Nefrologia Asa Sul Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Serviços de Nefrologia Benjamin Constant Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%

DaVita Inc.
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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	DaVita Serviços de Nefrologia Boa Vista Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.9999%
3	DaVita Serviços de Nefrologia Bueno Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.9999%
3	DaVita Serviços de Nefrologia Cabo Frio Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Serviços de Nefrologia Cambuí Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Serviços de Nefrologia Campo Grande Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Serviços de Nefrologia Cuiabá Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Serviços de Nefrologia Franca Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Serviços de Nefrologia Goiânia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Serviços de Nefrologia Guarulhos Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.9999%
3	DaVita Serviços de Nefrologia Hortolândia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Serviços de Nefrologia Itaboraí Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Serviços de Nefrologia Jardim das Imbuias Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.9999%
3	DaVita Serviços de Nefrologia João Pessoa Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.9999%
3	DaVita Serviços de Nefrologia Lagoa Nova Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Serviços de Nefrologia Lapa Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Serviços de Nefrologia Moema Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99%
3	DaVita Serviços de Nefrologia Nova Veneza Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Serviços de Nefrologia Pacini Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Serviços de Nefrologia Paulínia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	0.00779%
3	DaVita Serviços de Nefrologia Salvador Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Serviços de Nefrologia Santana Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Serviços de Nefrologia Santos Dumont Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Serviços de Nefrologia Sumaré Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Serviços de Nefrologia São José do Rio Preto Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Serviços de Nefrologia Taubaté Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.9998%
3	DaVita Serviços de Nefrologia Vila Bastos Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.999%
3	DaVita Serviços de Nefrologia Vila Olímpia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Serviços de Nefrologia de Araraquara Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Silva Jardim Serviços de Nefrologia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	DaVita Transrim Serviços de Nefrologia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.9999%
3	DaVita UTR Serviços de Nefrologia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.9999%
3	DaVita Águas Claras Serviços de Nefrologia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	Pronomed Clínica Médica Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	Integrated Kidney Care Of Camden, LLC	DaVita Kidney Care Contracting, LLC	DE	Limited Liability Company	100%
3	Integrated Kidney Care Of Florida, LLC	DaVita Kidney Care Contracting, LLC	DE	Limited Liability Company	100%
3	Integrated Kidney Care Of Georgia, LLC	DaVita Kidney Care Contracting, LLC	DE	Limited Liability Company	100%
3	Integrated Kidney Care Of Inland Empire California, LLC	DaVita Kidney Care Contracting, LLC	DE	Limited Liability Company	100%
3	Integrated Kidney Care Of Iowa, LLC	DaVita Kidney Care Contracting, LLC	DE	Limited Liability Company	100%
3	Integrated Kidney Care Of Las Vegas, LLC	DaVita Kidney Care Contracting, LLC	DE	Limited Liability Company	100%
3	Integrated Kidney Care Of Maryland, LLC	DaVita Kidney Care Contracting, LLC	DE	Limited Liability Company	100%
3	Integrated Kidney Care Of Minnesota, LLC	DaVita Kidney Care Contracting, LLC	DE	Limited Liability Company	100%
3	Integrated Kidney Care Of Missouri, LLC	DaVita Kidney Care Contracting, LLC	DE	Limited Liability Company	100%
3	Integrated Kidney Care Of Nevada, LLC	DaVita Kidney Care Contracting, LLC	DE	Limited Liability Company	100%
3	Integrated Kidney Care Of New Jersey And Pennsylvania, LLC	DaVita Kidney Care Contracting, LLC	DE	Limited Liability Company	100%
3	Integrated Kidney Care Of Northern California, LLC	DaVita Kidney Care Contracting, LLC	DE	Limited Liability Company	100%
3	Integrated Kidney Care Of Pennsylvania And Ohio, LLC	DaVita Kidney Care Contracting, LLC	DE	Limited Liability Company	100%
3	Integrated Kidney Care Of South Florida, LLC	DaVita Kidney Care Contracting, LLC	DE	Limited Liability Company	100%
3	Integrated Kidney Care Of South Texas, LLC	DaVita Kidney Care Contracting, LLC	DE	Limited Liability Company	100%
3	Integrated Kidney Care Of Southern California, LLC	DaVita Kidney Care Contracting, LLC	DE	Limited Liability Company	100%
3	Integrated Kidney Care Of Texas And Oklahoma, LLC	DaVita Kidney Care Contracting, LLC	DE	Limited Liability Company	100%
3	Integrated Kidney Care Of Virginia, LLC	DaVita Kidney Care Contracting, LLC	DE	Limited Liability Company	100%
3	Renal Services (UK) Limited	DaVita UK Limited	United Kingdom	Private Company Limited by Shares	100%
3	DVA Healthcare Renal Care, Inc.	Dialysis Holdings, Inc.	NV	For Profit Corporation	100%
3	TRC - Petersburg, LLC	East End Dialysis Center, Inc.	DE	Limited Liability Company	100%
3	Philadelphia-Camden Integrated Kidney Care, LLC	Etowah Dialysis, LLC	DE	Limited Liability Company	4%
3	DPS CKD, LLC	Falcon, LLC	DE	Limited Liability Company	100%
3	South Florida Integrated Kidney Care, LLC	Flamingo Park Kidney Center, Inc.	DE	Limited Liability Company	1%
3	DV Care Netherlands C.V.	GDC International, LLC	Netherlands	Commanditaire Vennootschap(CV)	1%

DaVita Inc.
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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	GDC International, LLC	Brazil	Limited Liability Company/Ltda	0.00024%
3	DaVita Care (Saudi Arabia)	GDC International, LLC	Saudi Arabia	Limited Liability Company	5%
3	DaVita HealthCare Brasil Serviços Médicos Ltda.	GDC International, LLC	Brazil	Limited Liability Company/Ltda	0.1%
3	DaVita Nephron Care Serviços de Nefrologia Ltda.	GDC International, LLC	Brazil	Limited Liability Company/Ltda	0.00001%
3	DaVita Rien Serviços de Nefrologia Ltda.	GDC International, LLC	Brazil	Limited Liability Company/Ltda	
3	DaVita Serviços Diálise Móvel Ltda.	GDC International, LLC	Brazil	Limited Liability Company/Ltda	
3	DaVita Serviços de Nefrologia Araruama Ltda.	GDC International, LLC	Brazil	Limited Liability Company/Ltda	0.0001%
3	DaVita Serviços de Nefrologia Guarulhos Ltda.	GDC International, LLC	Brazil	Limited Liability Company/Ltda	0.0001%
3	DaVita Serviços de Nefrologia Jardim das Imbuias Ltda.	GDC International, LLC	Brazil	Limited Liability Company/Ltda	0.0001%
3	DaVita Serviços de Nefrologia João Pessoa Ltda.	GDC International, LLC	Brazil	Limited Liability Company/Ltda	0.0001%
3	DaVita Serviços de Nefrologia Moema Ltda.	GDC International, LLC	Brazil	Limited Liability Company/Ltda	1%
3	DaVita Serviços de Nefrologia Taubaté Ltda.	GDC International, LLC	Brazil	Limited Liability Company/Ltda	0.0001%
3	DaVita Serviços de Nefrologia Vila Bastos Ltda.	GDC International, LLC	Brazil	Limited Liability Company/Ltda	0.001%
3	DaVita Transrim Serviços de Nefrologia Ltda.	GDC International, LLC	Brazil	Limited Liability Company/Ltda	0.0001%
3	DaVita UTR Serviços de Nefrologia Ltda.	GDC International, LLC	Brazil	Limited Liability Company/Ltda	0.0001%
3	Phoenix-Tucson Integrated Kidney Care, LLC	Grand Home Dialysis, LLC	DE	Limited Liability Company	1.5%
3	South Florida Integrated Kidney Care, LLC	Kavett Dialysis, LLC	DE	Limited Liability Company	1%
3	Bandelier Dialysis, LLC	Knickerbocker Dialysis, Inc.	NY	Limited Liability Company	60%
3	Barnstable Dialysis, LLC	Knickerbocker Dialysis, Inc.	NY	Limited Liability Company	100%
3	Bennett Dialysis, LLC	Knickerbocker Dialysis, Inc.	NY	Limited Liability Company	100%
3	Buescher Dialysis, LLC	Knickerbocker Dialysis, Inc.	NY	Limited Liability Company	100%
3	Cataldo Dialysis, LLC	Knickerbocker Dialysis, Inc.	NY	Limited Liability Company	100%
3	Cowley Dialysis, LLC	Knickerbocker Dialysis, Inc.	NY	Limited Liability Company	100%
3	Empress Dialysis, LLC	Knickerbocker Dialysis, Inc.	NY	Limited Liability Company	80%
3	Enchanted Dialysis, LLC	Knickerbocker Dialysis, Inc.	NY	Limited Liability Company	60%
3	Latsch Dialysis, LLC	Knickerbocker Dialysis, Inc.	NY	Limited Liability Company	70%
3	Monarch Dialysis, LLC	Knickerbocker Dialysis, Inc.	NY	Limited Liability Company	100%
3	Oriello Dialysis, LLC	Knickerbocker Dialysis, Inc.	NY	Limited Liability Company	100%
3	Pannale Dialysis, LLC	Knickerbocker Dialysis, Inc.	NY	Limited Liability Company	95%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	Pinestone Dialysis, LLC	Knickerbocker Dialysis, Inc.	NY	Limited Liability Company	90%
3	Robler Dialysis, LLC	Knickerbocker Dialysis, Inc.	NY	Limited Liability Company	100%
3	True North DC Holding, LLC	Knickerbocker Dialysis, Inc.	NY	Limited Liability Company	51%
3	True North Dialysis Center, LLC	Knickerbocker Dialysis, Inc.	NY	Limited Liability Company	51%
3	Philadelphia-Camden Integrated Kidney Care, LLC	Magoffin Dialysis, LLC	DE	Limited Liability Company	1%
3	South Florida Integrated Kidney Care, LLC	Mautino Dialysis, LLC	DE	Limited Liability Company	0.5%
3	NCA - Mid-Atlantic, LLC	Nephrology Care Alliance, LLC	DE	Limited Liability Company	100%
3	DNP Management Company, LLC	Nephrology Practice Solutions, LLC	DE	Limited Liability Company	100%
3	Nephrology Medical Associates of Georgia, LLC	Nephrology Practice Solutions, LLC	GA	Limited Liability Company	100%
3	South Florida Integrated Kidney Care, LLC	Okanogan Dialysis, LLC	DE	Limited Liability Company	0.5%
3	Philadelphia-Camden Integrated Kidney Care, LLC	Physicians Dialysis Acquisitions, Inc.	DE	Limited Liability Company	1%
3	Middlesex Dialysis Center, LLC	Physicians Dialysis Ventures, LLC	DE	Limited Liability Company	100%
3	Physicians Dialysis of Houston, LLP	Physicians Dialysis Ventures, LLC	TX	Limited Liability Partnership	64.38%
3	Physicians Dialysis of Houston, LP	Physicians Dialysis Ventures, LLC	TX	Limited Liability Partnership	64.38%
3	Physicians Dialysis of Lancaster, LLC	Physicians Dialysis Ventures, LLC	PA	Limited Liability Company	85%
3	Physicians Management, LLC	Physicians Dialysis Ventures, LLC	DE	Limited Liability Company	100%
3	Philadelphia-Camden Integrated Kidney Care, LLC	Red Willow Dialysis, LLC	DE	Limited Liability Company	10.571%
3	Bruno Dialysis, LLC	Renal Treatment Centers - California, Inc.	DE	Limited Liability Company	80%
3	Canyon Springs Dialysis, LLC	Renal Treatment Centers - California, Inc.	DE	Limited Liability Company	70%
3	DaVita - Riverside II, LLC	Renal Treatment Centers - California, Inc.	DE	Limited Liability Company	60%
3	DaVita - Riverside, LLC	Renal Treatment Centers - California, Inc.	DE	Limited Liability Company	60%
3	Eastmont Dialysis Partnership	Renal Treatment Centers - California, Inc.	CA	General Partnership	39.22%
3	Elk Grove Dialysis Center, LLC	Renal Treatment Centers - California, Inc.	DE	Limited Liability Company	51%
3	Freeman Dialysis, LLC	Renal Treatment Centers - California, Inc.	DE	Limited Liability Company	100%
3	Fullerton Dialysis Center, LLC	Renal Treatment Centers - California, Inc.	DE	Limited Liability Company	70%
3	Long Beach Dialysis Center, LLC	Renal Treatment Centers - California, Inc.	DE	Limited Liability Company	93.3111%
3	Los Angeles Dialysis Center	Renal Treatment Centers - California, Inc.	CA	General Partnership	31.8438%
3	Marysville Dialysis Center, LLC	Renal Treatment Centers - California, Inc.	DE	Limited Liability Company	100%
3	Nuevo Dialysis, LLC	Renal Treatment Centers - California, Inc.	DE	Limited Liability Company	100%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	Ontario Dialysis Center, LLC	Renal Treatment Centers - California, Inc.	DE	Limited Liability Company	100%
3	Orange Dialysis, LLC	Renal Treatment Centers - California, Inc.	CA	Limited Liability Company	100%
3	Riverside County Home PD Program, LLC	Renal Treatment Centers - California, Inc.	DE	Limited Liability Company	100%
3	Santa Fe Springs Dialysis, LLC	Renal Treatment Centers - California, Inc.	DE	Limited Liability Company	100%
3	Shetek Dialysis, LLC	Renal Treatment Centers - California, Inc.	DE	Limited Liability Company	75%
3	Soledad Dialysis Center, LLC	Renal Treatment Centers - California, Inc.	DE	Limited Liability Company	100%
3	Tustin Dialysis Center, LLC	Renal Treatment Centers - California, Inc.	DE	Limited Liability Company	60%
3	Yucaipa Dialysis, LLC	Renal Treatment Centers - California, Inc.	DE	Limited Liability Company	60%
3	Beachside Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	51%
3	Central Iowa Dialysis Partners, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	70%
3	Central Kentucky Dialysis Centers, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%
3	Chesterfield Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%
3	Chicago Heights Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%
3	Clinton Township Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	60%
3	Clyfee Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	70%
3	Commerce Township Dialysis Center, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	55%
3	Davis Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	95%
3	Dialysis of Des Moines, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	51%
3	Dialysis of Northern Illinois, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	60%
3	Downriver Centers, Inc.	Renal Treatment Centers - Illinois, Inc.	MI	For Profit Corporation	100%
3	East Dearborn Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%
3	Estero Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%
3	Falls Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%
3	Fannin Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%
3	Garner Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	60%
3	Geyser Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	51%
3	GiveLife Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	60%
3	Green Country Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	60%
3	Grosse Pointe Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%

DaVita Inc.
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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	Honeyman Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	51%
3	Kadron Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%
3	Kidney Centers of Michigan, L.L.C.	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%
3	Kinswa Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	60%
3	Lawrenceburg Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	60%
3	Milo Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	75%
3	New Springs Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	85%
3	Northeast Ohio Home Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	65%
3	Northshore Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%
3	Oakdale Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%
3	Placid Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%
3	Princeton Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%
3	Purtis Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%
3	Richfield Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%
3	Rochester Dialysis Center, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	60%
3	Sandusky Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	56.9167%
3	South Lincoln Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%
3	St. Clair Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%
3	St. Luke's Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%
3	TRC - Indiana, LLC	Renal Treatment Centers - Illinois, Inc.	IN	Limited Liability Company	90%
3	Trusten Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	51%
3	Wallips Dialysis LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	51%
3	Wauseon Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%
3	Westview Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%
3	Aberdeen Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	60%
3	Allaire Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	100%
3	Allister Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	100%
3	Amity Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	65%
3	Belmont Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	90%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of April 28, 2021

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	Blancott Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	100%
3	Branbur Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	60%
3	Buford Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	90%
3	Captree Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	66%
3	Cawen Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	100%
3	Central Georgia Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	70%
3	Conecuh Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	85%
3	Covell Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	100%
3	Cypremort Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	60%
3	DaVita Tidewater - Virginia Beach, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	100%
3	DaVita Tidewater, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	100%
3	Dalhart Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	67.5%
3	Dedham Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	85%
3	Dialysis of North Atlanta, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	100%
3	Fillmore Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	100%
3	Gansett Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	80%
3	Golver Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	100%
3	Gramleer Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	75%
3	Granue Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	91.6%
3	Guilder Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	90%
3	Guntersville Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	100%
3	Havanna Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	95%
3	Havenwood Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	70%
3	Honey Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	100%
3	Hoven Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	90%
3	Kainsville Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	80%
3	Leawood Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	80%
3	Mather Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	51%
3	Medlock Bridge Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	80%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of April 28, 2021

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	Mohansic Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	100%
3	North Atlanta Dialysis Center, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	100%
3	Ogano Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	60%
3	Onota Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	95%
3	Orion Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	51%
3	Ossippee Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	63%
3	Parkside Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	51%
3	Pembina Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	100%
3	Peninsula Dialysis Center, Inc.	Renal Treatment Centers - Mid-Atlantic, Inc.	VA	For Profit Corporation	100%
3	Philadelphia-Camden Integrated Kidney Care, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	1%
3	Piute Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	80%
3	Plattaz Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	83.3%
3	Shawano Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	60%
3	Snowdale Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	100%
3	Southwest Atlanta Dialysis Centers, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	79%
3	Sugarloaf Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	70%
3	Sunack Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	100%
3	Tri-City Dialysis Center, Inc.	Renal Treatment Centers - Mid-Atlantic, Inc.	VA	For Profit Corporation	100%
3	Vancile Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	60%
3	Vilander Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	95.7495%
3	Waldorf Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	100%
3	Wissota Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	78%
3	Wyota Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	60%
3	Zomane Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	100%
3	Philadelphia-Camden Integrated Kidney Care, LLC	Renal Treatment Centers - Northeast, Inc.	DE	Limited Liability Company	10.571%
3	Renal Ventures Management, LLC	Renal Treatment Centers - Northeast, Inc.	DE	Limited Liability Company	100%
3	Riddle Dialysis, LLC	Renal Treatment Centers - Northeast, Inc.	DE	Limited Liability Company	70%
3	Afton Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Alamosa Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of April 28, 2021

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	Alterra Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Alvah Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	95%
3	Amarillo Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Ashdow Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	95%
3	Athio Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	55%
3	Austin Dialysis Centers, L.P.	Renal Treatment Centers - Southeast, LP	DE	Limited Partnership	86%
3	Bagby Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Bainbridge Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Baker Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Balch Springs Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Banfort Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	75%
3	Bannack Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	55%
3	Bannon Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	55%
3	Barnegate Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Barnell Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	85%
3	Beacon Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	65.2%
3	Belfair Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Bellevue Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	51%
3	Bidwell Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Bollinger Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Bothwell Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	75%
3	Braden Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	51%
3	Brule Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Canoe Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Capano Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Capes Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	85%
3	Cascades Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	65.25%
3	Chadron Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Chitto Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of April 28, 2021

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	Chouteau Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	65%
3	Churchill Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	70%
3	Clayton Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	80%
3	Clifton Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Cormick Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Crawford Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Croskee Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Crossings Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	51%
3	Crowder Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	51%
3	Cuivre Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Curecanti Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	61%
3	DaVita Denham Springs Kidney Care, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Dallas-Fort Worth Nephrology II, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Diablo Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Dorchester Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Dunes Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Duxbury Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Dworsher Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	80%
3	East Ft. Lauderdale, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Egonsa Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	87.5%
3	Elgin Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Ellsworth Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	68%
3	Elmore Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Farragut Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Flandrau Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	75%
3	Flor Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Gathland Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Gertrude Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	95%
3	Gilwards Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of April 28, 2021

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	Glacier Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	69%
3	Golden Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	90%
3	Gouache Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Great Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Greenspoint Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Greylock Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	72%
3	Harris Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Haskell Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	89%
3	Hays Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Headlands Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	95%
3	Hennepin Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	90%
3	Higbee Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	90%
3	Higden Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	71.1882%
3	Historic Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Hochatown Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	75%
3	Holdrege Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Hugo Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	95%
3	Hunts Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Indian River Dialysis Center, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	83.32%
3	Kadden Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Kearn Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Kerricher Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	95%
3	Kinkaid Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	70%
3	Krapell Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	70%
3	Lathrop Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	80%
3	Livary Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	80%
3	Lufkin Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Lynwick Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Madison Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	Manchester Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	95%
3	Maples Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Margette Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Mashero Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Melnea Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60.0601%
3	Mendocino Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	58.75%
3	Meramec Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Mid-City New Orleans Dialysis Center, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Minam Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Naskett Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Nicona Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	95%
3	Nolia Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	95%
3	Norbert Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	55%
3	North Austin Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	87%
3	Northwest Arkansas Kidney Centers, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Oasis Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	70%
3	Ozark Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	95%
3	Peaks Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	56%
3	Pfeiffer Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	55%
3	Pharis Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	75%
3	Pike Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Plumas Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Pobello Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	79%
3	Ponderosa Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Primrose Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	83.0826%
3	Pyramid Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	65%
3	RTC - Texas Acquisition, Inc.	Renal Treatment Centers - Southeast, LP	TX	For Profit Corporation	100%
3	Rayburn Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	80%
3	Redwood Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	Renaissance Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Renal Clinic Of Houston, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	75%
3	Rickwood Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Roland Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Ross Clark Circle Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Russell Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Santiam Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	51%
3	Schuler Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Shelby Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	51%
3	Sitka Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Sloss Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	68%
3	South Florida Integrated Kidney Care, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	1%
3	Sprewell Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Springs Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	90%
3	Stevenson Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Talladega Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Tarleton Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Taum Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Taylor Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Teton Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Tolland Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Tolowa Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	90%
3	Trego Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Truman Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Tumalo Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	70%
3	Twinstar Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	92.3098%
3	Ukiah Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	51%
3	Vancleer Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Watson Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	65.427503 %

DaVita Inc.
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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	Wayside Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	West Monroe Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Weston Dialysis Center, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	86.47%
3	Wilgus Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	90%
3	Willgard Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	70%
3	Winds Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Winster Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Woodcrest Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Zillmar Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	85.38%
3	Brighton Dialysis Center, LLC	Renal Treatment Centers - West, Inc.	DE	Limited Liability Company	100%
3	DaVita Dakota Dialysis Center, LLC	Renal Treatment Centers - West, Inc.	DE	Limited Liability Company	55%
3	Durango Dialysis Center, LLC	Renal Treatment Centers - West, Inc.	DE	Limited Liability Company	51%
3	Greenwood Dialysis, LLC	Renal Treatment Centers - West, Inc.	DE	Limited Liability Company	85%
3	Hutchinson Dialysis, L.L.C.	Renal Treatment Centers - West, Inc.	KS	Limited Liability Company	100%
3	Muskogee Dialysis, LLC	Renal Treatment Centers - West, Inc.	DE	Limited Liability Company	100%
3	North Colorado Springs Dialysis, LLC	Renal Treatment Centers - West, Inc.	DE	Limited Liability Company	100%
3	Oakes Dialysis, LLC	Renal Treatment Centers - West, Inc.	DE	Limited Liability Company	100%
3	Platte Dialysis, LLC	Renal Treatment Centers - West, Inc.	DE	Limited Liability Company	51%
3	Rocky Mountain Dialysis Services, LLC	Renal Treatment Centers - West, Inc.	DE	Limited Liability Company	100%
3	Routt Dialysis, LLC	Renal Treatment Centers - West, Inc.	DE	Limited Liability Company	56%
3	Sierra Rose Dialysis Center, LLC	Renal Treatment Centers - West, Inc.	DE	Limited Liability Company	100%
3	Southcrest Dialysis, LLC	Renal Treatment Centers - West, Inc.	DE	Limited Liability Company	60%
3	Southern Colorado Joint Ventures, LLC	Renal Treatment Centers - West, Inc.	DE	Limited Liability Company	60%
3	Southern Hills Dialysis Center, LLC	Renal Treatment Centers - West, Inc.	DE	Limited Liability Company	60%
3	Southlake Dialysis, LLC	Renal Treatment Centers - West, Inc.	DE	Limited Liability Company	60%
3	Sun City Dialysis Center, L.L.C.	Renal Treatment Centers - West, Inc.	DE	Limited Liability Company	51%
3	Tulsa Dialysis, LLC	Renal Treatment Centers - West, Inc.	DE	Limited Liability Company	100%
3	Wyandotte Central Dialysis, LLC	Renal Treatment Centers - West, Inc.	DE	Limited Liability Company	61.65%
3	Philadelphia-Camden Integrated Kidney Care, LLC	Sahara Dialysis, LLC	DE	Limited Liability Company	1%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	South Florida Integrated Kidney Care, LLC	Sands Dialysis, LLC	DE	Limited Liability Company	0.5%
3	Physicians Dialysis of Newark, LLC	Shining Star Dialysis, Inc.	NJ	Limited Liability Company	100%
3	Desert Rocks Dialysis, LLC	Southwest Kidney-DaVita Dialysis Partners II, LLC	DE	Limited Liability Company	100%
3	Garnet Dialysis, LLC	Southwest Kidney-DaVita Dialysis Partners, LLC	DE	Limited Liability Company	100%
3	Northwest Tucson Dialysis, LLC	Southwest Kidney-DaVita Dialysis Partners, LLC	DE	Limited Liability Company	100%
3	Phoenix-Tucson Integrated Kidney Care, LLC	Southwest Kidney-DaVita Dialysis Partners, LLC	DE	Limited Liability Company	20%
3	Sun Desert Dialysis, LLC	Southwest Kidney-DaVita Dialysis Partners, LLC	DE	Limited Liability Company	100%
3	Phoenix-Tucson Integrated Kidney Care, LLC	Sun City West Dialysis Center, LLC	DE	Limited Liability Company	1.5%
3	Astro, Hobby, West Mt. Renal Care Limited Partnership	TRC West, Inc.	DE	Limited Partnership	99%
3	Bancroft Dialysis, LLC	TRC West, Inc.	DE	Limited Liability Company	100%
3	Bear Creek Dialysis Center, L.P.	TRC West, Inc.	DE	Limited Partnership	69%
3	DaVita El Paso East, L.P.	TRC West, Inc.	DE	Limited Partnership	59%
3	Dallas-Fort Worth Nephrology, L.P.	TRC West, Inc.	DE	Limited Partnership	99%
3	Downtown Houston Dialysis Center, L.P.	TRC West, Inc.	DE	Limited Partnership	59%
3	East Houston Kidney Center, L.P.	TRC West, Inc.	DE	Limited Partnership	64.2174%
3	Edna Dialysis, L.P.	TRC West, Inc.	DE	Limited Partnership	99%
3	Houston Kidney Center/Total Renal Care Integrated Service Network Limited Partnership	TRC West, Inc.	DE	Limited Partnership	99%
3	Moncrief Dialysis Center/Total Renal Care Limited Partnership	TRC West, Inc.	DE	Limited Partnership	99%
3	SAKDC-DaVita Dialysis Partners, L.P.	TRC West, Inc.	DE	Limited Partnership	99%
3	South Shore Dialysis Center, L.P.	TRC West, Inc.	DE	Limited Partnership	59%
3	Summit Dialysis Center, L.P.	TRC West, Inc.	DE	Limited Partnership	78%
3	TRC El Paso Limited Partnership	TRC West, Inc.	DE	Limited Partnership	49.1%
3	The Woodlands Dialysis Center, LP	TRC West, Inc.	DE	Limited Partnership	75.75%
3	Total Renal Care Texas Limited Partnership	TRC West, Inc.	DE	Limited Partnership	99%
3	Transmountain Dialysis, L.P.	TRC West, Inc.	DE	Limited Partnership	59%
3	Upper Valley Dialysis, L.P.	TRC West, Inc.	DE	Limited Partnership	59%
3	Willowbrook Dialysis Center, L.P.	TRC West, Inc.	DE	Limited Partnership	59.12%
3	Felixon Dialysis, LLC	TRC of New York, Inc.	DE	Limited Liability Company	100%
3	TRC-Dyker Heights, L.P.	TRC of New York, Inc.	NY	Limited Partnership	90%

DaVita Inc.
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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	South Florida Integrated Kidney Care, LLC	Talimena Dialysis, LLC	DE	Limited Liability Company	1%
3	Deerbrook Dialysis Center, LLC	Total Renal Care Texas Limited Partnership	DE	Limited Liability Company	100%
3	Houston Acute Dialysis, L.P.	Total Renal Care Texas Limited Partnership	DE	Limited Partnership	99%
3	Memorial Dialysis Center, L.P.	Total Renal Care Texas Limited Partnership	DE	Limited Partnership	79%
3	West Texas Dialysis, LLC	Total Renal Care Texas Limited Partnership	DE	Limited Liability Company	100%
3	Central Carolina Dialysis Centers, LLC	Total Renal Care of North Carolina, LLC	DE	Limited Liability Company	100%
3	South Florida Integrated Kidney Care, LLC	Townsend Dialysis, LLC	DE	Limited Liability Company	0.5%
3	Philadelphia-Camden Integrated Kidney Care, LLC	Tyler Dialysis, LLC	DE	Limited Liability Company	3%
3	DaVita Accountable Care Solutions, LLC	VillageHealth DM, LLC	DE	Limited Liability Company	100%
3	Philadelphia Comprehensive Care Program, LLC	Vively Health, LLC	DE	Limited Liability Company	100%
4	Arrowhead Dialysis, LLC	DVA Healthcare Renal Care, Inc.	DE	Limited Liability Company	90%
4	Creston Dialysis, LLC	DVA Healthcare Renal Care, Inc.	DE	Limited Liability Company	100%
4	Grayland Dialysis, LLC	DVA Healthcare Renal Care, Inc.	DE	Limited Liability Company	100%
4	Hanford Dialysis, LLC	DVA Healthcare Renal Care, Inc.	DE	Limited Liability Company	100%
4	ISD I Holding Company, Inc.	DVA Healthcare Renal Care, Inc.	DE	For Profit Corporation	100%
4	Llano Dialysis, LLC	DVA Healthcare Renal Care, Inc.	DE	Limited Liability Company	100%
4	Philadelphia-Camden Integrated Kidney Care, LLC	DVA Healthcare Renal Care, Inc.	DE	Limited Liability Company	10.571%
4	South Florida Integrated Kidney Care, LLC	DVA Healthcare Renal Care, Inc.	DE	Limited Liability Company	29.967%
4	Victory Dialysis, LLC	DVA Healthcare Renal Care, Inc.	DE	Limited Liability Company	51%
4	Wyler Dialysis, LLC	DVA Healthcare Renal Care, Inc.	DE	Limited Liability Company	60%
4	Zephyrhills Dialysis Center, LLC	DVA Healthcare Renal Care, Inc.	DE	Limited Liability Company	54%
4	DaVita HK Holdings Limited	DVA Holdings Pte. Ltd.	Hong Kong	Company Limited by Shares (CLBS)	100%
4	Infomasi Ekuiti Sdn. Bhd.	DVA Holdings Pte. Ltd.	Malaysia	Private Company Limited by Shares	100%
4	DaVita Care Pte. Ltd.	DaVita APAC Holding B.V.	Singapore	Private Company Limited by Shares	75%
4	DaVita Bauru Serviços de Nefrologia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Ceilândia Serviços de Nefrologia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Natal Serviços de Nefrologia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Nefromed Serviços de Nefrologia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Nephron Care Serviços de Nefrologia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.99998%

DaVita Inc.
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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
4	DaVita Rien Serviços de Nefrologia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.99999%
4	DaVita SOS Serviços de Nefrologia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Serviços Diálise Móvel Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.99%
4	DaVita Serviços de Nefrologia Anchieta Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	
4	DaVita Serviços de Nefrologia Araruama Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.9999%
4	DaVita Serviços de Nefrologia Asa Sul Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Serviços de Nefrologia Benjamin Constant Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Serviços de Nefrologia Boa Vista Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.9999%
4	DaVita Serviços de Nefrologia Bueno Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.9999%
4	DaVita Serviços de Nefrologia Cabo Frio Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Serviços de Nefrologia Cambuí Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Serviços de Nefrologia Campo Grande Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Serviços de Nefrologia Cuiabá Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Serviços de Nefrologia Franca Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Serviços de Nefrologia Goiânia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Serviços de Nefrologia Guarulhos Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.9999%
4	DaVita Serviços de Nefrologia Hortolândia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Serviços de Nefrologia Itaboraí Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Serviços de Nefrologia Jardim das Imbuias Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.9999%
4	DaVita Serviços de Nefrologia João Pessoa Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.9999%
4	DaVita Serviços de Nefrologia Lagoa Nova Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Serviços de Nefrologia Lapa Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Serviços de Nefrologia Moema Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99%
4	DaVita Serviços de Nefrologia Nova Veneza Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Serviços de Nefrologia Pacini Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Serviços de Nefrologia Paulínia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	0.00779%
4	DaVita Serviços de Nefrologia Salvador Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Serviços de Nefrologia Santana Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Serviços de Nefrologia Santos Dumont Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
4	DaVita Serviços de Nefrologia Sumaré Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Serviços de Nefrologia São José do Rio Preto Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Serviços de Nefrologia Taubaté Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.9998%
4	DaVita Serviços de Nefrologia Vila Bastos Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.999%
4	DaVita Serviços de Nefrologia Vila Olímpia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Serviços de Nefrologia de Araraquara Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Silva Jardim Serviços de Nefrologia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Transrim Serviços de Nefrologia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.9999%
4	DaVita UTR Serviços de Nefrologia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.9999%
4	DaVita Águas Claras Serviços de Nefrologia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	Pronomed Clínica Médica Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita China Pte. Ltd.	DaVita Care Pte. Ltd.	Singapore	Private Company Limited by Shares	100%
4	DaVita Renal Pte. Ltd.	DaVita Care Pte. Ltd.	Singapore	Private Company Limited by Shares	100%
4	DaVita Singapore Pte. Ltd.	DaVita Care Pte. Ltd.	Singapore	Private Company Limited by Shares	80%
4	DaVita Deutschland AG	DaVita Germany GmbH	Germany	Aktiengesellschaft(AG)	85%
4	DaVita Deutschland Beteiligungs GmbH & Co. KG	DaVita Germany GmbH	Germany	Gesellschaft mit beschränkter Haftung(GmbH)	99.13%
4	DaVita Deutschland Verwaltungs GmbH	DaVita Germany GmbH	Germany	Gesellschaft mit beschränkter Haftung(GmbH)	100%
4	DaVita Serviços de Nefrologia Anchieta Ltda.	DaVita Serviços de Nefrologia Benjamin Constant Ltda.	Brazil	Limited Liability Company/Ltda	
4	DaVita Serviços de Nefrologia Paulínia Ltda.	DaVita Serviços de Nefrologia Sumaré Ltda.	Brazil	Limited Liability Company/Ltda	99.9922%
4	Phoenix-Tucson Integrated Kidney Care, LLC	Desert Rocks Dialysis, LLC	DE	Limited Liability Company	1.5%
4	South Florida Integrated Kidney Care, LLC	East Ft. Lauderdale, LLC	DE	Limited Liability Company	0.5%
4	TRC-Dyker Heights, L.P.	Felixon Dialysis, LLC	NY	Limited Partnership	10%
4	Clinica Central do Bonfim S.A.	IDC -International Dialysis Centers, Lda	Portugal	Sociedad Anonima (S.A.)	100%
4	EURODIAL - Centro de Nefrologia e Dialise de Leiria S.A.	IDC -International Dialysis Centers, Lda	Portugal	Sociedad Anonima (S.A.)	100%
4	Pluribus Dialise - Benfica, S.A.	IDC -International Dialysis Centers, Lda	Portugal	Sociedad Anonima (S.A.)	70%
4	Pluribus Dialise, S.A.	IDC -International Dialysis Centers, Lda	Portugal	Sociedad Anonima (S.A.)	100%
4	Melnea Real Estate, LLC	Melnea Dialysis, LLC	DE	Limited Liability Company	100%
4	Physicians Choice Dialysis, LLC	Physicians Management, LLC	DE	Limited Liability Company	100%
4	ENSARIL (SRE) Limited	Renal Services (UK) Limited	United Kingdom	Private Company Limited by Shares	100%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
4	Renal Services Operations Limited	Renal Services (UK) Limited	United Kingdom	Private Company Limited by Shares	100%
4	Renal Services Trading Limited	Renal Services (UK) Limited	United Kingdom	Private Company Limited by Shares	100%
4	Afton Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Alamosa Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Alterra Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Alvah Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	95%
4	Amarillo Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Ashdow Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	95%
4	Athio Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	55%
4	Austin Dialysis Centers, L.P.	Renal Treatment Centers - Southeast, LP	DE	Limited Partnership	86%
4	Bagby Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Bainbridge Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Baker Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Balch Springs Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Banfort Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	75%
4	Bannack Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	55%
4	Bannon Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	55%
4	Barnegate Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Barnell Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	85%
4	Beacon Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	65.2%
4	Belfair Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Bellevue Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	51%
4	Bidwell Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Bollinger Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Bothwell Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	75%
4	Braden Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	51%
4	Brule Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Canoe Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Capano Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
4	Capes Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	85%
4	Cascades Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	65.25%
4	Chadron Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Chitto Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Chouteau Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	65%
4	Churchill Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	70%
4	Clayton Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	80%
4	Clifton Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Cormick Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Crawford Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Croskee Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Crossings Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	51%
4	Crowder Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	51%
4	Cuivre Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Curecanti Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	61%
4	DaVita Denham Springs Kidney Care, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Dallas-Fort Worth Nephrology II, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Diablo Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Dorchester Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Dunes Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Duxbury Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Dworsher Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	80%
4	East Ft. Lauderdale, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Egonsa Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	87.5%
4	Elgin Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Ellsworth Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	68%
4	Elmore Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Farragut Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Flandrau Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	75%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
4	Flor Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Gathland Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Gertrude Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	95%
4	Gilwards Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Glacier Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	69%
4	Golden Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	90%
4	Gouache Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Great Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Greenspoint Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Greylock Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	72%
4	Harris Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Haskell Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	89%
4	Hays Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Headlands Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	95%
4	Hennepin Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	90%
4	Higbee Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	90%
4	Higden Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	71.1882%
4	Historic Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Hochatown Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	75%
4	Holdrege Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Hugo Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	95%
4	Hunts Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Indian River Dialysis Center, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	83.32%
4	Kadden Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Kearn Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Kerricher Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	95%
4	Kinkaid Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	70%
4	Krapell Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	70%
4	Lathrop Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	80%

DaVita Inc.
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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
4	Livary Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	80%
4	Lufkin Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Lynwick Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Madison Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Manchester Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	95%
4	Maples Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Margette Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Mashero Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Melnea Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60.0601%
4	Mendocino Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	58.75%
4	Meramec Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Mid-City New Orleans Dialysis Center, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Minam Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Naskett Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Nicona Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	95%
4	Nolia Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	95%
4	Norbert Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	55%
4	North Austin Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	87%
4	Northwest Arkansas Kidney Centers, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Oasis Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	70%
4	Ozark Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	95%
4	Peaks Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	56%
4	Pfeiffer Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	55%
4	Pharis Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	75%
4	Pike Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Plumas Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Pobello Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	79%
4	Ponderosa Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Primrose Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	83.0826%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
4	Pyramid Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	65%
4	RTC - Texas Acquisition, Inc.	Renal Treatment Centers - Southeast, LP	TX	For Profit Corporation	100%
4	Rayburn Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	80%
4	Redwood Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Renaissance Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Renal Clinic Of Houston, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	75%
4	Rickwood Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Roland Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Ross Clark Circle Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Russell Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Santiam Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	51%
4	Schuler Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Shelby Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	51%
4	Sitka Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Sloss Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	68%
4	South Florida Integrated Kidney Care, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	1%
4	Sprewell Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Springs Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	90%
4	Stevenson Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Talladega Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Tarleton Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Taum Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Taylor Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Teton Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Tolland Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Tolowa Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	90%
4	Trego Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Truman Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Tumalo Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	70%

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as of April 28, 2021

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
4	Twinstar Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	92.3098%
4	Ukiah Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	51%
4	Vancleer Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Watson Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	65.427503 %
4	Wayside Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	West Monroe Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Weston Dialysis Center, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	86.47%
4	Wilgus Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	90%
4	Willgard Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	70%
4	Winds Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Winster Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Woodcrest Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Zillmar Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	85.38%
4	Bayonne Renal Center, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Home Kidney Care, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Kidney Life, LLC	Renal Ventures Management, LLC	NJ	Limited Liability Company	100%
4	RV Academy, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	RVM Holdings, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	RVM Texas Renal Care, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Renal Center of Beaumont, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Renal Center of Brick, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Renal Center of Carrollton, L.P.L.L.L.P.	Renal Ventures Management, LLC	DE	Limited Partnership	100%
4	Renal Center of Englewood, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Renal Center of Flower Mound, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Renal Center of Fort Dodge, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Renal Center of Frisco, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Renal Center of Hamilton, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Renal Center of Keller, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Renal Center of Keyser, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
4	Renal Center of Lewisville, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Renal Center of Monroe, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Renal Center of Moorefield, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Renal Center of Morristown, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Renal Center of Mountain Home, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Renal Center of Nederland, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Renal Center of Newton, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Renal Center of North Dallas, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Renal Center of North Denton, L.L.L.P.	Renal Ventures Management, LLC	DE	Limited Liability Limited Partnership	100%
4	Renal Center of Orange, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Renal Center of Passaic, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Renal Center of Philadelphia, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Renal Center of Plano, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Renal Center of Port Arthur, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Renal Center of Sewell, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Renal Center of Somerville, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Renal Center of Storm Lake, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Renal Center of Succasunna, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Renal Center of Trenton, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Renal Center of Tyler, L.P.L.L.L.P.	Renal Ventures Management, LLC	DE	Limited Liability Limited Partnership	100%
4	Renal Center of Waterton, L.L.L.P.	Renal Ventures Management, LLC	DE	Limited Liability Limited Partnership	100%
4	Renal Center of West Beaumont, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Renal Center of Westwood, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Renal Center of the Hills, LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	RenalServ LLC	Renal Ventures Management, LLC	DE	Limited Liability Company	100%
4	Texas Renal Ventures, L.P.L.L.L.P.	Renal Ventures Management, LLC	DE	Limited Partnership	100%
4	Philadelphia-Camden Integrated Kidney Care, LLC	Riddle Dialysis, LLC	DE	Limited Liability Company	1%
4	Phoenix-Tucson Integrated Kidney Care, LLC	Sun City Dialysis Center, L.L.C.	DE	Limited Liability Company	1.5%
4	Deerbrook Dialysis Center, LLC	Total Renal Care Texas Limited Partnership	DE	Limited Liability Company	100%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
4	Houston Acute Dialysis, L.P.	Total Renal Care Texas Limited Partnership	DE	Limited Partnership	99%
4	Memorial Dialysis Center, L.P.	Total Renal Care Texas Limited Partnership	DE	Limited Partnership	79%
4	West Texas Dialysis, LLC	Total Renal Care Texas Limited Partnership	DE	Limited Liability Company	100%
4	True North II DC, LLC	True North DC Holding, LLC	NY	Limited Liability Company	60%
4	True North III DC, LLC	True North DC Holding, LLC	NY	Limited Liability Company	80%
4	True North VI DC, LLC	True North DC Holding, LLC	NY	Limited Liability Company	90%
4	Woodcrest RE, LLC	Woodcrest Dialysis, LLC	DE	Limited Liability Company	100%
5	DaVita China Pte. Ltd.	DaVita Care Pte. Ltd.	Singapore	Private Company Limited by Shares	100%
5	DaVita Renal Pte. Ltd.	DaVita Care Pte. Ltd.	Singapore	Private Company Limited by Shares	100%
5	DaVita Singapore Pte. Ltd.	DaVita Care Pte. Ltd.	Singapore	Private Company Limited by Shares	80%
5	DaVita (Shandong) Kidney Disease Hospital Co., Ltd.	DaVita China Pte. Ltd.	China	Limited Liability Company	70%
5	DaVita Hospital Management Consulting (Shanghai) Co., Ltd.	DaVita China Pte. Ltd.	China	Limited Liability Company	100%
5	DaVita Clinical Research Deutschland GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
5	DaVita Sud-Niedersachsen GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
5	DiaCare AG	DaVita Deutschland AG	Switzerland	Stock Corporation	100%
5	MVZ DaVita 16 GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
5	MVZ DaVita 17 GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
5	MVZ DaVita 18 GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
5	MVZ DaVita 23 GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
5	MVZ DaVita Alzey GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
5	MVZ DaVita Aurich GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
5	MVZ DaVita Bad Aibling GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	95%
5	MVZ DaVita Bad Duben GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	90.91%
5	MVZ DaVita Dillenburg GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	90.91%
5	MVZ DaVita Dinkelsbuhl GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
5	MVZ DaVita Dormagen GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
5	MVZ DaVita Dresden GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
5	MVZ DaVita Duisburg GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	90.91%
5	MVZ DaVita Elsterland GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
5	MVZ DaVita Emden GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
5	MVZ DaVita Falkensee GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
5	MVZ DaVita Geilenkirchen GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
5	MVZ DaVita Gera GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
5	MVZ DaVita Hannover Linden GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
5	MVZ DaVita Iserlohn GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
5	MVZ DaVita Markgraflerland GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
5	MVZ DaVita Monchengladbach GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
5	MVZ DaVita Neuss GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	99.91%
5	MVZ DaVita Niederrhein GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
5	MVZ DaVita Nierenzentrum Aachen Alsdorf GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
5	MVZ DaVita Nierenzentrum Berlin-Britz GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
5	MVZ DaVita Nierenzentrum Hamm-Ahlen GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	90.9%
5	MVZ DaVita Prenzlau-Pasewalk GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
5	MVZ DaVita Rhein-Ahr GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	90.91%
5	MVZ DaVita Rhein-Ruhr GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	90.91%
5	MVZ DaVita Salzgitter-Seesen GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
5	MVZ DaVita Schwalm-Eder GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
5	MVZ DaVita Viersen GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	90.91%
5	DaVita Deutschland AG	DaVita Deutschland Beteiligungs GmbH & Co. KG	Germany	Aktiengesellschaft(AG)	15%
5	DaVita Serviços de Nefrologia Anchieta Ltda.	DaVita Serviços de Nefrologia Benjamin Constant Ltda.	Brazil	Limited Liability Company/Ltda	
5	DaVita Serviços de Nefrologia Paulínia Ltda.	DaVita Serviços de Nefrologia Sumaré Ltda.	Brazil	Limited Liability Company/Ltda	99.9922%
5	South Florida Integrated Kidney Care, LLC	East Ft. Lauderdale, LLC	DE	Limited Liability Company	0.5%
5	ISD II Holding Company, Inc.	ISD I Holding Company, Inc.	DE	For Profit Corporation	100%
5	Melnea Real Estate, LLC	Melnea Dialysis, LLC	DE	Limited Liability Company	100%
5	Physicians Choice Dialysis Of Alabama, LLC	Physicians Choice Dialysis, LLC	DE	Limited Liability Company	100%
5	Pluribus Dialise - Benfica, S.A.	Pluribus Dialise, S.A.	Portugal	Sociedad Anonima (S.A.)	29.98%
5	Pluribus Dialise - Cascais, S.A.	Pluribus Dialise, S.A.	Portugal	Sociedad Anonima (S.A.)	100%
5	Pluribus Dialise - Sacavem, S.A.	Pluribus Dialise, S.A.	Portugal	Sociedad Anonima (S.A.)	100%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
5	DaVita Ventures, L.P.	RVM Holdings, LLC	DE	Limited Partnership	100%
5	Woodcrest RE, LLC	Woodcrest Dialysis, LLC	DE	Limited Liability Company	100%
6	DaVita (Shandong) Kidney Disease Hospital Co., Ltd.	DaVita China Pte. Ltd.	China	Limited Liability Company	70%
6	DaVita Hospital Management Consulting (Shanghai) Co., Ltd.	DaVita China Pte. Ltd.	China	Limited Liability Company	100%
6	DaVita Clinical Research Deutschland GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
6	DaVita Sud-Niedersachsen GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
6	DiaCare AG	DaVita Deutschland AG	Switzerland	Stock Corporation	100%
6	MVZ DaVita 16 GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
6	MVZ DaVita 17 GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
6	MVZ DaVita 18 GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
6	MVZ DaVita 23 GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
6	MVZ DaVita Alzey GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
6	MVZ DaVita Aurich GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
6	MVZ DaVita Bad Aibling GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	95%
6	MVZ DaVita Bad Duben GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	90.91%
6	MVZ DaVita Dillenburg GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	90.91%
6	MVZ DaVita Dinkelsbuhl GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
6	MVZ DaVita Dormagen GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
6	MVZ DaVita Dresden GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
6	MVZ DaVita Duisburg GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	90.91%
6	MVZ DaVita Elsterland GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
6	MVZ DaVita Emden GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
6	MVZ DaVita Falkensee GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
6	MVZ DaVita Geilenkirchen GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
6	MVZ DaVita Gera GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
6	MVZ DaVita Hannover Linden GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
6	MVZ DaVita Iserlohn GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
6	MVZ DaVita Markgraflerland GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
6	MVZ DaVita Monchengladbach GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of April 28, 2021

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
6	MVZ DaVita Neuss GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	99.91%
6	MVZ DaVita Niederrhein GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
6	MVZ DaVita Nierenzentrum Aachen Alsdorf GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
6	MVZ DaVita Nierenzentrum Berlin-Britz GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
6	MVZ DaVita Nierenzentrum Hamm-Ahlen GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	90.9%
6	MVZ DaVita Prenzlau-Pasewalk GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
6	MVZ DaVita Rhein-Ahr GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	90.91%
6	MVZ DaVita Rhein-Ruhr GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	90.91%
6	MVZ DaVita Salzgitter-Seesen GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
6	MVZ DaVita Schwalm-Eder GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	100%
6	MVZ DaVita Viersen GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung (GmbH)	90.91%
6	ISD Renal, Inc.	ISD II Holding Company, Inc.	DE	For Profit Corporation	100%
6	Pluribus Dialise - Benfica, S.A.	Pluribus Dialise - Cascais, S.A.	Portugal	Sociedad Anonima (S.A.)	0.01%
6	Pluribus Dialise - Benfica, S.A.	Pluribus Dialise - Sacavem, S.A.	Portugal	Sociedad Anonima (S.A.)	0.01%
7	Atchess Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	80%
7	Braburry Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	51%
7	Brookstone Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	Brownsville Kidney Center, Ltd.	ISD Renal, Inc.	TX	Limited Partnership	90%
7	Buckhorn Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	74%
7	Cahaba Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	Claymount Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	55%
7	Colloma Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	Dighton Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	91%
7	Elandon Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	61.98%
7	Ellmac Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	60%
7	Endicott Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	51%
7	Folger Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	Gabion Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	Genessee Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of April 28, 2021

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
7	Grambrill Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	ISD Bartlett, LLC	ISD Renal, Inc.	DE	Limited Liability Company	93%
7	ISD Bends Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	ISD Brandon, LLC	ISD Renal, Inc.	DE	Limited Liability Company	56.6%
7	ISD Buffalo Grove, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	ISD Canton, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	ISD Corpus Christi, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	ISD Kansas City, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	ISD Kendallville, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	ISD Las Vegas, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	ISD Lees Summit, LLC	ISD Renal, Inc.	DE	Limited Liability Company	80%
7	ISD Pharmacy, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	ISD Plainfield, LLC	ISD Renal, Inc.	DE	Limited Liability Company	74%
7	ISD Schaumburg, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	ISD Spring Valley, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	ISD Summit Renal Care, LLC	ISD Renal, Inc.	OH	Limited Liability Company	95%
7	Icelandic Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	Jabine Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	60.7523%
7	Kartman Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	Kittery Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	Kollobe Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	Labette Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	95%
7	Lantell Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	87.0573%
7	Leback Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	Leoti Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	Logoley Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	60%
7	Marlton Dialysis Center, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	Mastodon Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	Matheson Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	90%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
7	Mattapan Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	73.2%
7	Merrik Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	78.9345%
7	Moravia Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	Narrah Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	Orford Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	Pavalak Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	Philadelphia-Camden Integrated Kidney Care, LLC	ISD Renal, Inc.	DE	Limited Liability Company	10.571%
7	Pinson Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	60%
7	Raritan Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	60%
7	Rockridge Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	Scussett Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	Seward Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	Sloats Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	Sparda Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	60%
7	Sprague Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	70%
7	Toltec Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	80%
7	Traville Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	60%
7	Vosse Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	Wahconah Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	60%
8	Philadelphia-Camden Integrated Kidney Care, LLC	Marlton Dialysis Center, LLC	DE	Limited Liability Company	1%

Regulatory Name	Facility Street Address 1 and 2	Facility City State Zip	Phone	Fax	Number Of Certified In-center Stations	Medicare Provider Number
Shamokin Dialysis	9333 STATE ROUTE 61 STE 1	Coal Township, PA 17866-4170	(570) 500-7072	(570) 500-7090	12	Pending
Montour Dialysis	300 CEDAR RIDGE DR STE 302	Pittsburgh, PA 15205-1159	(412) 960-8240	(412) 960-8257	9	Pending
Onancock Dialysis	165 MARKET ST STE 6	Onancock, VA 23417-4233	(757) 505-5027	(757) 505-5147	16	Pending
Indian Trail Dialysis	5240 W LOWELL AVE	Spokane, WA 99208-6499	(509) 816-6003	(509) 816-6533	16	Pending
Van Wyck Dialysis	91-30 VAN WYCK EXPRESSWAY	Jamaica, NY 11418-2822	(718) 558-4382	(718) 558-5650	29	Pending
Ridge Care Dialysis	1734 HANCOCK ST	Ridgewood, NY 11385-4734	(929) 290-1267	(917) 909-5950	25	Pending
University Heights Dialysis	2190 JEROME AVE	Bronx, NY 10453-1815	(718) 584-5746	(718) 584-2106	21	Pending
East New York Dialysis	54 NEW LOTS AVE	Brooklyn, NY 11212-6934	(718) 345-7310	(718) 345-7317	28	Pending
Selden Dialysis	668 MIDDLE COUNTRY RD	Selden, NY 11784-2521	(631) 698-3201	(631) 698-3206	13	Pending
VacaValley Home Training	785 ORANGE DR	Vacaville, CA 95687-3133	(707) 359-1960	(707) 359-1986	0	Pending
Pinole Dialysis	1335 PINOLE VALLEY RD	Pinole, CA 94564-1384	(510) 964-9740	(510) 964-9728	24	Pending
Chapman Home Training	172 N RAYMOND AVE	Fullerton, CA 92831-4610	(657) 378-6899	(657) 378-6925	0	Pending
Castro Valley Dialysis	20359 LAKE CHABOT RD	Castro Valley, CA 94546-5309	(510) 582-1195	(510) 582-1173	21	Pending
Belmar Dialysis	1800 STATE ROUTE 34 STE 302	Wall Township, NJ 07719-9146	(732) 681-8310	(732) 681-5641	19	Pending
Gadsden Dialysis	409 S 1ST ST	Gadsden, AL 35901-5358	(256) 547-2511	(256) 547-8521	24	01-2501
Tuscaloosa University Dialysis	220 15TH ST	Tuscaloosa, AL 35401-3523	(205) 345-6004	(205) 345-5071	24	01-2502
Physicians Choice Dialysis - Montgomery	1001 FOREST AVE	Montgomery, AL 36106-1181	(334) 269-9416	(334) 269-0024	19	01-2505
Dothan Dialysis	216 GRACELAND DR	Dothan, AL 36305-7346	(334) 793-4077	(334) 793-2404	27	01-2506
Birmingham East Dialysis	1105 E PARK DR	Birmingham, AL 35235-2560	(205) 833-6003	(205) 836-5157	16	01-2508
Athens Dialysis	15953 ATHENS LIMESTONE DR	Athens, AL 35613-2214	(256) 233-4730	(256) 233-4755	20	01-2517
Phenix City Dialysis Center	4391 RIVERCHASE DR	Phenix City, AL 36867-7519	(334) 298-0294	(334) 298-3538	21	01-2523
Florence Dialysis	422 E DR HICKS BLVD STE B	Florence, AL 35630-5730	(256) 764-5050	(256) 767-3728	18	01-2529
Walker County Dialysis	260 6TH AVE NW	Jasper, AL 35504-7419	(205) 384-6919	(205) 221-6415	13	01-2533
Physicians Choice Dialysis - Prattville	600 MCQUEEN SMITH RD S	Prattville, AL 36066-5716	(334) 358-1576	(334) 358-2139	16	01-2535
Rainbow City Dialysis	2800 RAINBOW DR	Rainbow City, AL 35906-5811	(256) 413-3245	(256) 413-3289	16	01-2542
Demopolis Dialysis	305 S CEDAR AVE	Demopolis, AL 36732-2231	(334) 289-1394	(334) 289-1015	22	01-2543
Ozark Dialysis	195 BUNTING DR	Ozark, AL 36360-1101	(334) 774-1410	(334) 774-2690	19	01-2544
Tuscaloosa Dialysis	805 OLD MILL ST	Tuscaloosa, AL 35401-7132	(205) 752-6363	(205) 752-6566	19	01-2545
Fayette Dialysis	2450 TEMPLE AVE N	Fayette, AL 35555-1160	(205) 932-8500	(205) 932-8332	10	01-2548
Greene County Dialysis	544 US HIGHWAY 43	Eutaw, AL 35462-4017	(205) 372-4000	(205) 372-4055	12	01-2550
Sheffield Dialysis	1120 S JACKSON HWY ST 107	Sheffield, AL 35660-5770	(256) 381-8004	(256) 381-8199	12	01-2551
Physicians Choice Dialysis - Elmore County	125 HOSPITAL DR	Wetumpka, AL 36092-1626	(334) 514-2037	(334) 514-9568	10	01-2553
South Baldwin Dialysis Center	150 W PEACHTREE AVE	Foley, AL 36535-2244	(251) 943-4155	(251) 970-1005	13	01-2565
Northport Dialysis	2401 HOSPITAL DR	Northport, AL 35476-3392	(205) 339-8882	(205) 339-8807	14	01-2570
Bessemer Dialysis	901 W LAKE MALL	Bessemer, AL 35020-5393	(205) 424-1848	(205) 424-3408	16	01-2583
Ensley Dialysis	2630 AVENUE E	Birmingham, AL 35218-2163	(205) 786-1371	(205) 786-5175	24	01-2585
Sylacauga Dialysis	331 JAMES PAYTON BLVD	Sylacauga, AL 35150-8064	(256) 249-4994	(256) 249-2786	18	01-2588
Birmingham North Dialysis	1917 32ND AVE N	Birmingham, AL 35207-3333	(205) 297-9052	(205) 297-9058	24	01-2589
Birmingham Central Dialysis	728 RICHARD ARRINGTON JR BLVD	Birmingham, AL 35233-2106	(205) 250-6760	(205) 297-9190	32	01-2592
Boaz Dialysis	16 CENTRAL HENDERSON RD	Boaz, AL 35957-5922	(256) 840-5931	(256) 840-1951	12	01-2594
Atmore Dialysis Center	807 E CRAIG ST	Atmore, AL 36502-3017	(251) 368-5593	(251) 446-1950	10	01-2600
Russellville Dialysis	14897 HIGHWAY 43	Russellville, AL 35653-1954	(256) 332-7044	(256) 332-8959	10	01-2602
Eufaula Dialysis	220 S ORANGE AVE	Eufaula, AL 36027-1612	(334) 688-0806	(334) 688-9893	12	01-2609
Northriver Home Dialysis	1850 MCFARLAND BLVD N STE B	Tuscaloosa, AL 35406-2138	(659) 734-2949	(659) 734-3561	0	01-2619
Talladega Dialysis	726 BATTLE ST E STE A	Talladega, AL 35160-2583	(256) 362-2332	(256) 362-2356	13	01-2622
Center Point Dialysis	2337 1ST ST NE	Center Point, AL 35215-3619	(205) 520-1108	(205) 853-0933	16	01-2623
Opelika Dialysis Center	2340 PEPPERELL PKWY	Opelika, AL 36801-6240	(334) 745-6883	(334) 745-2177	10	01-2628
Renaissance Dialysis	1840 DARBY DR	Florence, AL 35630-2623	(256) 764-2313	(256) 764-2793	10	01-2629
Wiregrass Kidney Center	1450 ROSS CLARK CIR STE 200	Dothan, AL 36301-4770	(334) 792-8907	(334) 792-8912	20	01-2630
Gulf Shores Dialysis Center	3947 GULF SHORES PKWY STE 150	Gulf Shores, AL 36542-2859	(251) 967-2205	(251) 967-2210	9	01-2631
Muscle Shoals Dialysis	712 STATE ST	Muscle Shoals, AL 35661-2940	(256) 386-7028	(256) 386-7074	10	01-2632
Pickens County Dialysis	289 WILLIAM E HILL DR STE A	Carrollton, AL 35447-3247	(205) 367-1194	(205) 367-1248	14	01-2640
Enterprise Dialysis	6002 BOLL WEEVIL CIR	Enterprise, AL 36330-9420	(334) 308-0262	(334) 308-1373	16	01-2642
Jewel Dialysis	514 W TOWN PLZ	Bessemer, AL 35020-5346	(205) 481-4386	(205) 481-1612	10	01-2644
Magic City Dialysis	300 22ND ST S	Birmingham, AL 35233-2209	(205) 986-0592	(205) 321-6682	18	01-2645
Steel City Dialysis	1809 AVE H	Birmingham, AL 35218-1542	(205) 785-2972	(205) 786-3317	10	01-2646
Crown Dialysis	3007 27TH ST N	Birmingham, AL 35207-4549	(205) 297-0143	(205) 244-2769	14	01-2647
Limestone County Dialysis	16236 LUCAS FERRY RD	Athens, AL 35611-3931	(256) 233-3965	(256) 233-3184	10	01-2650
Leeds Dialysis	1650 MAXEY DR	Leeds, AL 35094-7512	(205) 699-5383	(205) 699-9676	10	01-2652
Andalusia Dialysis	757 S THREE NOTCH ST	Andalusia, AL 36420-4403	(334) 222-1628	(334) 222-2658	10	01-2655
Springville Dialysis	40 PURPLE HEART BLVD	Springville, AL 35146-4008	(205) 467-6811	(205) 467-7018	10	01-2658
Davita Hokes Bluff	300 MEDICAL CENTER DR STE 100	Gadsden, AL 35903-1139	(256) 492-4970	(256) 492-5543	10	01-2661
Perry County Dialysis	611 E LAFAYETTE ST	Marion, AL 36756-2325	(334) 683-8519	(334) 683-4777	10	01-2663
Brewton Dialysis	1023 DOUGLAS AVE STE 300	Brewton, AL 36426-1568	(251) 867-8509	(251) 867-7325	10	01-2665
Anniston Dialysis	1612 NOBLE ST	Anniston, AL 36201-3839	(256) 237-3794	(256) 238-6855	10	01-2666
Henry County Dialysis	671 OZARK RD	Abbeville, AL 36310-2629	(334) 585-0131	(334) 585-0843	10	01-2668
Monarch Dialysis	2958 DORCHESTER DR	Montgomery, AL 36116-3193	(334) 280-4980	(334) 280-1809	22	01-2669
Red Mountain Home Training Dialysis	300B 22ND STREET S	Birmingham, AL 35233-2209	(205) 250-6757	(205) 458-0146	0	01-2670
Home Options of Dothan	1763 E MAIN ST	Dothan, AL 36301-3045	(334) 673-0246	(334) 673-0328	3	01-2673
Greystone Dialysis	5406 HIGHWAY 280 STE D107	Birmingham, AL 35242-6592	(205) 981-2045	(205) 408-5116	11	01-2676
White Bluff Dialysis	505 US HIGHWAY 80 W STE F	Demopolis, AL 36732-4148	(334) 287-1254	(334) 287-1166	10	01-2679
Model City Home Training	1724 LEIGHTON AVE	Anniston, AL 36207-3833	(256) 236-5864	(256) 741-1782	3	01-2685
Springs Dialysis	218 MAIN ST STE 114 & 118	Trussville, AL 35173-1470	(205) 655-0871	(205) 655-1964	16	01-2693
Colonel Dialysis	1830 LEE AVE SW STE B-D	Cullman, AL 35055-5268	(256) 736-9276	(256) 737-8966	10	01-2694
Barbour County Dialysis	1218 S EUFAULA AVE	Eufaula, AL 36027-2713	(334) 687-7583	(334) 687-5389	8	01-2697
Crimson Dialysis	6521 HIGHWAY 69 S STE O	Tuscaloosa, AL 35405-6497	(205) 752-3267	(205) 752-3590	16	01-2700
Majestic Dialysis	1510 EASTERN BLVD	Montgomery, AL 36117-1629	(334) 260-8519	(334) 260-8371	12	01-2701
Huntsville Metro Dialysis	2317 MEMORIAL PKWY SW STE 105	Huntsville, AL 35801-5623	(256) 427-4859	(256) 427-4881	12	01-2713
Tucson West Dialysis	1780 W ANKLAM RD	Tucson, AZ 85745-2632	(520) 624-2220	(520) 620-6365	34	03-2500
Tucson East Dialysis	6420 E BROADWAY BLVD STE C300	Tucson, AZ 85710-3534	(520) 790-2775	(520) 790-3174	24	03-2501
Yuma Dialysis	2130 W 24TH ST	Yuma, AZ 85364-6122	(928) 783-2365	(928) 783-6870	32	03-2502
Tuba City Dialysis	500 EDGEWATER DR PO BOX 2910	Tuba City, AZ 86045-2905	(928) 283-4525	(928) 283-4801	26	03-2506
Sells Dialysis	HWY 86 MILEPOST 113 PO BOX 303	Sells, AZ 85634-3030	(520) 383-1701	(520) 383-3667	28	03-2513
Chinle Dialysis	US HWY 191 PO BOX 879	Chinle, AZ 86503-1799	(928) 674-5426	(928) 674-5461	26	03-2518
Sierra Vista Dialysis	629 N HIGHWAY 90 BYP STE 6	Sierra Vista, AZ 85635-2257	(520) 459-7791	(520) 459-7129	20	03-2520
Prescott Dialysis	980 WILLOW CREEK RD STE 101	Prescott, AZ 86301-1619	(928) 776-9459	(928) 776-8061	12	03-2523
Desert Mountain Dialysis Center	9220 E MOUNTAIN VIEW RD STE 10	Scottsdale, AZ 85258-5134	(480) 391-2241	(480) 451-8331	24	03-2525
Nogales Dialysis	1605 N INDUSTRIAL PARK DR STE H	Nogales, AZ 85621-4577	(520) 281-5779	(520) 281-5873	16	03-2543
Papago Dialysis Center	5115 E THOMAS RD STE 115	Phoenix, AZ 85018-7914	(602) 956-1831	(602) 956-0334	13	03-2553
South Yuma Dialysis	7179 E 31ST PLACE	Yuma, AZ 85365-8392	(928) 317-0517	(928) 726-9155	20	03-2556
Tucson South Dialysis	3662 S 16TH AVE	Tucson, AZ 85713-6001	(520) 882-9665	(520) 882-9206	30	03-2557
Kayenta Dialysis	HIGHWAY 163 BOX 217	Kayenta, AZ 86033-9997	(928) 697-8182	(928) 697-8195	18	03-2559
Cottonwood Dialysis	1699 E COTTONWOOD ST STE A200	Cottonwood, AZ 86326-4604	(928) 634-9295	(928) 634-9683	13	03-2562
Desert Dialysis	13000 N 103RD AVE STE 66	Sun City, AZ 85351-3060	(623) 583-3131	(623) 583-5414	20	03-2572
Tucson South Central Dialysis	2024 E IRVINGTON RD STE 7	Tucson, AZ 85714-1825	(520) 573-0200	(520) 573-0210	30	03-2589
Hopi Dialysis Center	HWY 264 MILE MARKER 388 PO BO	Polacca, AZ 86042-0964	(928) 737-5490	(928) 737-5497	11	03-2592
Palm Brook Dialysis Center	14664 N DEL WEBB BLVD	Sun City, AZ 85351-2137	(623) 583-6550	(623) 977-2514	20	03-2601
Arrowhead Lakes Dialysis Center	20325 N 51ST AVE BLDG 11, STE 18	Glendale, AZ 85308-4625	(623) 533-6521	(623) 533-6579	24	03-2604
Gilbert Dialysis Center	5222 E BASELINE RD STE 104	Gilbert, AZ 85234-2963	(480) 832-6996	(480) 832-7337	24	03-2605
Tempe Dialysis Center	2149 E WARNER RD STE 110	Tempe, AZ 85284-3496	(480) 730-3531	(480) 491-5964	24	03-2609
Phoenix Dialysis Center	337 E CORONADO RD STE 101	Phoenix, AZ 85004-1582	(602) 253-9006	(602) 253-9465	24	03-2611
Estrella Dialysis Center	8410 W THOMAS RD STE 100 BLDG	Phoenix, AZ 85037-3356	(623) 247-0808	(623) 247-9757	24	03-2612
Rim Country Dialysis	809 W LONGHORN RD	Payson, AZ 85541-4280	(928) 474-7000	(928) 474-9983	6	03-2615
Northwest Tucson Dialysis	2945 W INA RD STE 105	Tucson, AZ 85741-2366	(520) 797-0049	(520) 229-8957	20	03-2618
Mountain Vista Dialysis Center of Arizona	10238 E HAMPTON AVE STE 108	Mesa, AZ 85209-3317	(480) 357-8009	(480) 357-0372	24	03-2619

Grand Home Dialysis	14671 W MOUNTAIN VIEW BLVD S	Surprise, AZ 85374-4840	(623) 546-6120	(623) 546-2693	0	03-2620
Westbrook Dialysis	13907 W CAMINO DEL SOL STE 103	Sun City West, AZ 85375-4405	(623) 214-7088	(623) 214-0109	16	03-2621
Central Mesa Dialysis Center	1134 E UNIVERSITY DR STE 101	Mesa, AZ 85203-8048	(480) 464-3851	(480) 668-1460	24	03-2624
Raven Dialysis Center	3540 E BASELINE RD STE 110	Phoenix, AZ 85042-9628	(602) 431-2110	(602) 431-2153	24	03-2625
Tucson Central Dialysis	2901 E GRANT RD	Tucson, AZ 85716-2717	(520) 325-3408	(520) 325-3469	12	03-2627
Brookwood Dialysis Center	8910 N 43RD AVE STE 107	Glendale, AZ 85302-5340	(623) 937-2735	(623) 937-2758	24	03-2630
Ocotillo Dialysis	975 W CHANDLER HEIGHTS RD UNI	Chandler, AZ 85248-5724	(480) 802-4405	(480) 802-5390	12	03-2631
Rita Ranch Dialysis	7355 S HOUGHTON RD STE 101	Tucson, AZ 85747-9380	(520) 663-4035	(520) 663-3826	12	03-2632
Maryvale Dialysis Center	4845 W MCDOWELL RD STE 10A, 20	Phoenix, AZ 85035-4076	(602) 278-8349	(602) 272-2674	24	03-2634
Wickenburg Dialysis	811 N TEGNER STE 101, 103, 105, 1	Wickenburg, AZ 85390-5409	(928) 684-6898	(928) 684-6107	9	03-2637
Power Road Dialysis	301 S POWER RD STE 104	Mesa, AZ 85206-5243	(480) 641-1193	(480) 807-3388	12	03-2638
Sweetwater Ridge Dialysis	7362 W THUNDERBIRD RD STE 104	Peoria, AZ 85381-5028	(623) 486-0327	(623) 878-5264	20	03-2640
Scottsdale Dialysis	5705 N SCOTTSDALE RD STE 120	Scottsdale, AZ 85250-5910	(480) 941-3860	(480) 941-4191	12	03-2641
Phoenix Home Dialysis	5115 E THOMAS RD STE 100	Phoenix, AZ 85018-7914	(602) 840-0072	(602) 956-1405	0	03-2642
Edge River Dialysis	1197 S REDONDO CENTER DR	Yuma, AZ 85365-2036	(928) 329-4340	(928) 783-5018	13	03-2644
Fountain Hills Dialysis	13430 N SAGUARO BLVD BLDG 3	Fountain Hills, AZ 85268-3728	(480) 816-5973	(480) 816-5767	12	03-2645
Swan Dialysis	1635 N SWAN RD	Tucson, AZ 85712-4046	(520) 327-1125	(520) 327-2963	12	03-2651
Oro Valley Dialysis	1521 E TANGERINE RD STE 101	Oro Valley, AZ 85755-6214	(520) 219-2879	(520) 219-0564	12	03-2652
Dialysis Care At Palm Valley	14620 W ENCANTO BLVD STE 110	Goodyear, AZ 85395-1616	(623) 526-3332	(623) 321-2057	25	03-2658
Stonebrook Dialysis	14671 W MOUNTAIN VIEW BLVD S	Surprise, AZ 85374-4840	(623) 232-3382	(623) 473-6614	21	03-2662
Desert Dunes Dialysis	2500 S 8TH AVE STE 102	Yuma, AZ 85364-7132	(928) 314-9240	(928) 314-3015	13	03-2663
Ouachita Dialysis	1900 MALVERN AVE STE 102	Hot Springs, AR 71901-7776	(501) 624-0196	(501) 321-2415	25	04-2507
River Valley Dialysis	3121 W 2ND CT	Russellville, AR 72801-4504	(479) 968-4687	(479) 968-2260	20	04-2508
DeGray Dialysis	312 PROFESSIONAL PARK DR STE H	Arkadelphia, AR 71923-5355	(870) 246-3021	(870) 245-3766	17	04-2512
Springhill Dialysis	3401 SPRINGHILL DR STE 190	North Little Rock, AR 72117-2925	(501) 945-3669	(501) 945-3949	17	04-2513
Searcy Dialysis	3208 LANGLEY DR	Searcy, AR 72143-6020	(501) 268-4400	(501) 268-8279	16	04-2514
Conway Dialysis	2445 CHRISTINA LN	Conway, AR 72034-6798	(501) 328-2186	(501) 328-2110	20	04-2517
Ouachita Valley Dialysis	1114 WASHINGTON ST NW	Camden, AR 71701-3827	(870) 837-1330	(870) 837-1423	25	04-2525
Hot Springs Dialysis	115 WRIGHTS ST STE A	Hot Springs, AR 71913-6240	(501) 624-0153	(501) 624-0629	28	04-2531
Osceola Dialysis	1332 W KEISER AVE	Osceola, AR 72370-2919	(870) 563-4901	(870) 563-4959	12	04-2534
Pulaski County Dialysis	202 JOHN HARDEN DR	Jacksonville, AR 72076-3775	(501) 982-1004	(501) 982-1068	9	04-2535
South Arkansas Dialysis	620 W GROVE ST	El Dorado, AR 71730-4462	(870) 862-8788	(870) 862-5756	38	04-2536
Bentonville Dialysis	1104 SE 30TH ST	Bentonville, AR 72712-4290	479-657-6220	479-657-6229	21	04-2540
Southwest Arkansas Dialysis	405 N FREDERICK	Magnolia, AR 71753-3116	(870) 626-3004	(870) 626-3377	9	04-2545
Little Rock Midtown Dialysis	2 LILE CT STE 102A	Little Rock, AR 72205-6241	(501) 221-3123	(501) 221-3167	24	04-2547
North Little Rock Dialysis Center	4505 E MCCAIN BLVD	North Little Rock, AR 72117-2902	(501) 945-2323	(501) 955-1162	12	04-2548
Jacksonville Central Dialysis Center	400 T P WHITE DR	Jacksonville, AR 72076-3287	(501) 241-1300	(501) 985-1344	12	04-2553
Jackson County Dialysis	1912 MCLAIN ST PRATT SQUARE	Newport, AR 72112-3659	(870) 523-2607	(870) 523-2824	9	04-2554
Independence County Dialysis	1700 HARRISON ST STE F	Batesville, AR 72501-7315	(870) 307-0828	(870) 793-5466	12	04-2557
Saline County Dialysis	1200 N MAIN ST STE 2	Benton, AR 72015-3341	(501) 776-1816	(501) 776-1872	12	04-2558
Ashley Dialysis	1019 FRED LAGRONE DR	Crossett, AR 71635-4546	(870) 305-1225	(870) 305-1240	25	04-2560
Hempstead County Dialysis	1301 N HERVEY ST STE B	Hope, AR 71801-2523	(870) 722-8927	(870) 722-8937	20	04-2563
Renal Center of Mountain Home	200 E 8TH ST STE 101	Mountain Home, AR 72653-4402	(870) 508-6500	(870) 508-6550	20	04-2567
Springdale Dialysis	2070 MCKENZIE RD STE B	Springdale, AR 72762-0870	(479) 927-1957	(479) 751-0523	17	04-2568
Malvern Dialysis	1590 TANNER ST	Rockport, AR 72104-2023	(501) 332-3000	(501) 332-5858	26	04-2570
Central Little Rock Dialysis	6 FREEWAY DR STE 100	Little Rock, AR 72204-2486	(501) 664-6754	(501) 296-9942	20	04-2571
Renal Care of Marion	1120 STATE HIGHWAY 77 STE 2	Marion, AR 72364-9046	(870) 735-4087	(870) 735-4062	24	04-2573
Bradley County Dialysis	204 BRAGG ST	Warren, AR 71671-2500	(870) 226-7180	(870) 226-2488	16	04-2576
Miller County Dialysis	816 EAST ST	Texarkana, AR 71854-6808	(870) 772-2756	(870) 772-2764	20	04-2578
Mena Dialysis Center	1200 CRESTWOOD CIR	Mena, AR 71953-5516	(479) 394-8085	(479) 394-2164	16	04-2582
Forrest City Dialysis	1501 N WASHINGTON ST	Forrest City, AR 72335-2152	(870) 494-4022	(870) 494-4769	12	04-2585
South Little Rock Dialysis	6115 BASELINE RD STE 100	Little Rock, AR 72209-4725	(501) 570-0543	(501) 570-0738	13	04-2590
Pocahontas Dialysis	404 CAMP RD	Pocahontas, AR 72455-1487	(870) 248-0138	(870) 248-0623	8	04-2595
Diamond State Dialysis	9022 LANDERS RD STE E	North Little Rock, AR 72117-1599	(501) 834-1393	(501) 834-1450	12	04-2597
College City Dialysis	2630 DONAGHEY AVE	Conway, AR 72032-2317	(501) 504-2474	(501) 504-2611	20	04-2598
Kidney Dialysis Care Unit	3600 E MARTIN LUTHER KING JR BL	Lynwood, CA 90262-2607	(310) 886-5156	(310) 608-6947	40	05-2502
Mainplace Dialysis Center	146 S MAIN ST	Orange, CA 92868-2861	(714) 938-0870	(714) 937-2986	36	05-2503
Fullerton Dialysis	238 ORANGEFAIR MALL	Fullerton, CA 92832-3037	(714) 447-3045	(714) 447-3645	25	05-2505
Antelope Valley Dialysis	1759 W AVENUE J STE 102	Lancaster, CA 93534-2703	(661) 942-6400	(661) 729-3985	30	05-2521
Escondido Dialysis	203 E 2ND AVE	Escondido, CA 92025-4212	(760) 743-4401	(760) 743-7059	22	05-2525
Redding Dialysis Center	1876 PARK MARINA DR	Redding, CA 96001-0913	(530) 246-7474	(530) 246-0179	28	05-2528
Riverside Dialysis Center	4361 LATHAM ST STE 100	Riverside, CA 92501-1767	(951) 682-2700	(951) 682-3024	32	05-2532
Inglewood Dialysis	125 E ARBOR VITAE ST	Inglewood, CA 90301-3839	(310) 677-6114	(310) 677-9456	40	05-2538
Palm Springs Dialysis	1061 N INDIAN CANYON DR	Palm Springs, CA 92262-4854	(760) 325-0909	(760) 320-1723	20	05-2541
Daly City Dialysis	1498 SOUTHGATE AVE STE 101	Daly City, CA 94015-4015	(650) 755-4751	(650) 755-0356	34	05-2546
Upland Dialysis	600 N 13TH AVE	Upland, CA 91786-4957	(909) 946-3802	(909) 946-0515	24	05-2552
Chico Dialysis Center	530 COHASSET RD	Chico, CA 95926-2212	(530) 895-8966	(530) 895-0419	21	05-2553
Valley Dialysis	6840 SEPULVEDA BLVD STE 101	Van Nuys, CA 91405-4401	(818) 779-1450	(818) 779-1466	32	05-2554
San Pablo Dialysis	14020 SAN PABLO AVE	San Pablo, CA 94806-3604	(510) 234-0835	(510) 234-3854	22	05-2560
Victor Valley Dialysis	16049 KAMANA RD	Apple Valley, CA 92307-1331	(760) 242-8311	(760) 242-5419	22	05-2561
Yuba City Dialysis Center	1525 PLUMAS CT STE A	Yuba City, CA 95991-2971	(530) 671-3652	(530) 671-4903	24	05-2563
Garfield Hemodialysis Center	118 HILLIARD AVE	Monterey Park, CA 91754-1118	(626) 288-5796	(626) 288-3870	24	05-2564
Silverado Dialysis	1100 TRANCAS ST STE 266 AND 267	Napa, CA 94558-2921	(707) 224-6533	(707) 224-6535	10	05-2565
Vallejo Dialysis	830 REDWOOD ST	Vallejo, CA 94590-2942	(707) 642-2016	(707) 642-2023	24	05-2567
Pleasanton Dialysis Center	5720 STONERIDGE MALL RD STE 16	Pleasanton, CA 94588-2882	(925) 737-0120	(925) 737-0155	22	05-2568
South Sacramento Dialysis Center	8275 BRUCEVILLE RD	Sacramento, CA 95823-2308	(916) 427-2561	(916) 427-2025	36	05-2569
Union City Dialysis Center	32930 ALVARADO NILES RD STE 300	Union City, CA 94587-8101	(510) 489-6996	(510) 489-3747	38	05-2571
Downey Dialysis Center	9041 IMPERIAL HWY	Downey, CA 90242-2711	(562) 622-4436	(562) 622-4552	25	05-2574
Covina Dialysis Center	1547 W GARVEY AVE N	West Covina, CA 91790-2139	(626) 960-9405	(626) 960-2695	17	05-2580
Merced Dialysis	3393 G ST STE A	Merced, CA 95340-1308	(209) 723-0013	(209) 723-2725	32	05-2584
Berkeley Dialysis	2655 SHATTUCK AVE	Berkeley, CA 94704-3237	(510) 486-8706	(510) 849-1008	25	05-2587
Pomona Dialysis	2111 N GAREY AVE	Pomona, CA 91767-2328	(909) 596-9997	(909) 596-7687	32	05-2591
Mission Viejo Dialysis	27640 MARGUERITE PKWY	Mission Viejo, CA 92692-3604	(949) 347-2433	(949) 347-5958	20	05-2597
Lakeport Dialysis Center	244 PECKHAM CT STE 2	Lakeport, CA 95453-9203	(707) 262-1349	(707) 262-1355	20	05-2601
Salinas Valley Dialysis Center	955 BLANCO CIR STE C	Salinas, CA 93901-4452	(831) 758-6222	(831) 758-8345	34	05-2602
Amarillo Dialysis	8604 S COULTER ST	Amarillo, TX 79119-7379	(806) 358-0051	(806) 355-0410	36	45-2866
Fresno Dialysis	4308 W SHAW AVE STE 101	Fresno, CA 93722-6218	(559) 277-3070	(559) 276-4261	40	05-2608
Eaton Canyon Dialysis Center	2551 E WASHINGTON BLVD	Pasadena, CA 91107-1446	(626) 798-8896	(626) 398-8279	31	05-2613
Auburn Dialysis	3126 PROFESSIONAL DR STE 100	Auburn, CA 95603-2411	(530) 886-8221	(530) 886-8608	16	05-2614
Napa Dialysis Center	3900 BEL AIRE PLZ STE C	Napa, CA 94558-2823	(707) 253-8938	(707) 253-2851	20	05-2615
Fairfield Dialysis Center	4660 CENTRAL WAY	Fairfield, CA 94534-1803	(707) 863-7369	(707) 863-7384	32	05-2618
Hemet Dialysis Center	3050 W FLORIDA AVE	Hemet, CA 92545-3619	(951) 925-9723	(951) 925-9789	39	05-2620
Brea Dialysis Center	595 TAMARACK AVE STE A	Brea, CA 92821-3125	(714) 990-0110	(714) 990-0946	21	05-2621
East LA Plaza Dialysis	1700 E CESAR E CHAVEZ AVE STE L	Los Angeles, CA 90033-2472	(323) 261-0484	(323) 261-5348	33	05-2622
La Palma Dialysis	7880 VALLEY VIEW ST	Buena Park, CA 90620-2353	(714) 670-6791	(714) 670-6817	25	05-2627
Hanford Dialysis	402 W 8TH ST	Hanford, CA 93230-4536	(559) 582-5462	(559) 582-2329	20	05-2628
Wilshire Dialysis Center	1212 WILSHIRE BLVD	Los Angeles, CA 90017-1902	(213) 482-5181	(213) 482-4470	22	05-2631
Glendale Dialysis	1000 E PALMER AVE	Glendale, CA 91205-3532	(818) 241-6382	(818) 241-8153	22	05-2632
Bakersfield Brimhall Dialysis	8501 BRIMHALL RD STE 500	Bakersfield, CA 93312-2258	(661) 387-6603	(661) 387-6780	20	05-2635
Burbank Dialysis	1211 N SAN FERNANDO BLVD	Burbank, CA 91504-4234	(818) 842-5576	(818) 842-4250	24	05-2637
Simi Valley Dialysis	970 ENCHANTED WAY	Simi Valley, CA 93065-0953	(805) 584-9621	(805) 584-9703	24	05-2638
Huntington Beach Dialysis	16892 BOLSA CHICA ST STE 100	Huntington Beach, CA 92649-3571	(714) 846-2102	(714) 846-8053	10	05-2641
Tower Dialysis	8635 W 3RD ST STE 560W	Los Angeles, CA 90048-6110	(310) 855-1742	(310) 289-1032	20	05-2643
San Juan Capistrano South Dialysis	31736 RANCHO VIEJO RD STE B	San Juan Capistrano, CA 92675-2783	(949) 240-1454	(949) 240-0735	18	05-2648
Paramount Dialysis Center	15625 LAKEWOOD BLVD	Paramount, CA 90723-4633	(562) 790-2478	(562) 272-0038	37	05-2652
Corona Dialysis Center	2057 COMPTON AVE STE 101	Corona, CA 92881-7287	(951) 735-5845	(951) 735-3941	24	05-2661

Antelope Dialysis Center	6406 TUPELO DR STE A	Citrus Heights, CA 95621-1780	(916) 721-1800	(916) 721-4376	31	05-2663
Santa Monica Dialysis	1260 15TH ST STE 102	Santa Monica, CA 90404-1136	(310) 393-4744	(310) 393-5308	22	05-2665
Tulare Dialysis	545 E TULARE AVE	Tulare, CA 93274-4220	(559) 688-8991	(559) 688-0326	16	05-2666
Imperial Dialysis	2738 W IMPERIAL HWY	Inglewood, CA 90303-3111	(323) 779-5399	(323) 779-5651	30	05-2670
United Dialysis Center	3111 LONG BEACH BLVD	Long Beach, CA 90807-5015	(562) 426-5155	(562) 426-5007	27	05-2671
Bakersfield Dialysis Center	5143 OFFICE PARK DR	Bakersfield, CA 93309-0660	(661) 325-4741	(661) 325-7631	76	05-2673
Delano Dialysis	405 DOVER PKWY	Delano, CA 93215-3714	(661) 725-1370	(661) 725-1323	32	05-2674
East Bay Peritoneal Dialysis Center	13939 E 14TH ST STE 110	San Leandro, CA 94578-2601	(510) 614-1380	(510) 614-0393	4	05-2675
Fontana Dialysis	17590 FOOTHILL BLVD	Fontana, CA 92335-3785	(909) 356-9664	(909) 356-9687	28	05-2682
Hayward Dialysis Center	21615 HESPERIAN BLVD STE F	Hayward, CA 94541-7026	(510) 780-9094	(510) 780-0635	31	05-2685
Walnut Creek Dialysis Center	404 N WIGET LN	Walnut Creek, CA 94598-2408	(925) 937-0203	(925) 946-9482	24	05-2689
Cameron Park Dialysis	3311 COACH LN STE C	Cameron Park, CA 95682-7247	(530) 677-5114	(530) 677-5190	24	05-2691
Los Angeles Dialysis Center	3901 S WESTERN AVE	Los Angeles, CA 90062-1112	(323) 294-0670	(323) 294-0499	28	05-2695
Visalia Dialysis	5429 W CYPRESS AVE	Visalia, CA 93277-8341	(559) 738-9279	(559) 733-4785	24	05-2696
Monterey Park Dialysis Center	2560 CORPORATE PL STE 100-101 B	Monterey Park, CA 91754-7612	(323) 780-8787	(323) 780-0246	28	05-2700
Atwater Dialysis	1201 COMMERCE AVE	Atwater, CA 95301-5224	(209) 358-7681	(209) 358-7568	16	05-2706
Alhambra Dialysis Center	1315 ALHAMBRA BLVD STE 100	Sacramento, CA 95816-5245	(916) 457-8252	(916) 457-3649	20	05-2707
Vacaville Dialysis Center	941 MERCHANT ST	Vacaville, CA 95688-5315	(707) 447-8191	(707) 447-8196	24	05-2709
University Park Dialysis Center	3986 S FIGUEROA ST	Los Angeles, CA 90037-1222	(213) 749-8297	(213) 749-0472	20	05-2713
Santa Ana Dialysis Center	1820 E DEERE AVE	Santa Ana, CA 92705-5721	(949) 251-1221	(949) 251-1455	26	05-2716
Greater El Monte Dialysis Center	1938 TYLER AVE STE J168	South El Monte, CA 91733-3623	(626) 350-6692	(626) 350-6986	14	05-2717
San Francisco Dialysis	1499 WEBSTER ST	San Francisco, CA 94115-3705	(415) 928-9003	(415) 928-9018	30	05-2719
Manteca Dialysis	1620 W YOSEMITE AVE	Manteca, CA 95337-5190	(209) 825-3905	(209) 824-6870	12	05-2723
Los Nietos Dialysis	10012 NORWALK BLVD STE 190	Santa Fe Springs, CA 90670-3345	(562) 903-8281	(562) 903-8289	24	05-2724
Doctors Dialysis of East Los Angeles	950 S EASTERN AVE	Los Angeles, CA 90022-4801	(323) 262-2229	(323) 262-9418	32	05-2725
Oakland Dialysis	5354 CLAREMONT AVE	Oakland, CA 94618-1035	(510) 597-0104	(510) 597-0249	40	05-2729
Murrieta Dialysis	27602 CLINTON KEITH RD BLDG F	Murrieta, CA 92562-8513	(951) 679-7914	(951) 679-7693	24	05-2730
Anaheim Dialysis	1341 W LA PALMA AVE	Anaheim, CA 92801-2817	(714) 254-1484	(714) 254-1914	35	05-2734
Temecula Dialysis Center	40945 COUNTY CENTER DR STE G	Temecula, CA 92591-6006	(951) 296-9744	(951) 296-9749	18	05-2735
Los Banos Dialysis	60 W G ST BLDG 5, STE D	Los Banos, CA 93635-3658	(209) 826-2787	(209) 826-6325	24	05-2738
Chino Dialysis	4445 RIVERSIDE DR	Chino, CA 91710-3961	(909) 464-0347	(909) 464-0936	24	05-2739
Mountain Vista Dialysis Center	4041 UNIVERSITY PKWY	San Bernardino, CA 92407-1823	(909) 887-0173	(909) 887-2892	28	05-2743
South Valley Dialysis	17815 VENTURA BLVD STE 100	Encino, CA 91316-3600	(818) 757-4520	(818) 757-1043	25	05-2744
Airport Sunrise Dialysis	11300 HAWTHORNE BLVD	Inglewood, CA 90304-2715	(310) 680-0601	(310) 680-9166	58	05-2746
Lodi Dialysis Center	1610 W KETTLEMAN LN STE D	Lodi, CA 95242-4210	(209) 334-9888	(209) 333-0888	21	05-2753
Encinitas Dialysis	332 SANTA FE DR STE 100	Encinitas, CA 92024-5143	(760) 632-2323	(760) 632-2311	15	05-2756
Premier Dialysis Center	7612 ATLANTIC AVE	Cudahy, CA 90201-5020	(323) 562-5511	(323) 562-3347	36	05-2761
Diamond Valley Dialysis	1181 N STATE ST	San Jacinto, CA 92583-6317	(951) 487-6528	(951) 487-8518	37	05-2768
Chinatown Dialysis	636 CLAY ST	San Francisco, CA 94111-2502	(415) 291-8992	(415) 291-8985	22	05-2769
Selma Dialysis	2711 CINEMA WAY STE 111	Selma, CA 93662-2677	(559) 891-2750	(559) 891-2755	30	05-2770
Visalia at Home	1120 N CHINOWTH ST	Visalia, CA 93291-7896	(559) 622-9844	(559) 622-0778	0	05-2771
Westminster South Dialysis	14014 MAGNOLIA ST	Westminster, CA 92683-4736	(714) 894-8712	(714) 894-8734	24	05-2773
Hi-Desert Dialysis	56845 29 PALMS HWY	Yucca Valley, CA 92284-2940	(760) 365-8706	(760) 228-0154	25	05-2776
North Hollywood Dialysis	12126 VICTORY BLVD	North Hollywood, CA 91606-3205	(818) 980-5070	(818) 980-9956	44	05-2781
Delta Sierra Dialysis Center	7500 WEST LN	Stockton, CA 95210-3312	(209) 473-7472	(209) 477-5887	36	05-2784
Doctors Dialysis Center of Montebello	1721 W WHITTIER BLVD	Montebello, CA 90640-4004	(323) 722-1116	(323) 722-5501	28	05-2785
El Cerrito Dialysis	10690 SAN PABLO AVE	El Cerrito, CA 94530-2620	(510) 528-9590	(510) 528-9803	20	05-2786
Alameda County Dialysis	10700 MACARTHUR BLVD BLDG 7	Oakland, CA 94605-5298	(510) 568-5849	(510) 382-1632	24	05-2787
Nephron Dialysis	5820 DOWNEY AVE	Long Beach, CA 90805-4517	(562) 663-0788	(562) 663-0794	21	05-2788
Indian Wells Valley	212 S RICHMOND RD	Ridgecrest, CA 93555-4434	(760) 371-7506	(760) 371-7806	12	05-2789
TRC/USC Kidney Center	2310 ALCAZAR ST	Los Angeles, CA 90033-5327	(323) 441-9966	(323) 441-9960	59	05-2794
San Diego South Dialysis	995 GATEWAY CENTER WAY STE 10	San Diego, CA 92102-4550	(619) 262-1960	(619) 262-2420	17	05-2799
Santa Paula Dialysis	253 MARCH ST	Santa Paula, CA 93060-2511	(805) 525-3977	(805) 525-4746	10	05-2800
Hollywood Dialysis Center	5108 W SUNSET BLVD	Los Angeles, CA 90027-5708	(323) 913-4010	(323) 913-4022	22	05-2801
TRC/Harbor-UCLA MFI Total Renal Dialysis Center	21602 S VERMONT AVE	Torrance, CA 90502-1940	(310) 533-0413	(310) 212-6248	30	05-2802
Carson Dialysis	1309 E CARSON ST	Carson, CA 90745-1631	(310) 513-1427	(310) 513-1581	16	05-2803
Montclair Dialysis Center	9142 MONTE VISTA AVE	Montclair, CA 91763-1723	(909) 626-6505	(909) 624-5736	28	05-2804
Grass Valley Dialysis	360 CROWN POINT CIRCLE STE 210	Grass Valley, CA 95945-2543	(530) 477-0734	(530) 477-0178	18	05-2805
Valley View Dialysis Center	26900 CACTUS AVE	Moreno Valley, CA 92555-3912	(951) 247-2844	(951) 247-8631	34	05-2807
Saddleback Dialysis	23141 PLAZA POINTE DR	Laguna Hills, CA 92653-1425	(949) 588-9211	(949) 588-9299	25	05-2808
Benicia Dialysis	560 1ST ST STE D103	Benicia, CA 94510-3293	(707) 745-1488	(707) 745-8089	14	05-2810
San Luis Obispo Dialysis	1043 MARSH ST	San Luis Obispo, CA 93401-3629	(805) 543-1013	(805) 543-5645	20	05-2811
Tracy Dialysis	425 W BEVERLY PL STE A	Tracy, CA 95376-3086	(209) 839-0398	(209) 839-0799	12	05-2814
Oakland Peritoneal Dialysis Center	5352 CLAREMONT AVE	Oakland, CA 94618-1035	(510) 597-0398	(510) 597-0385	2	05-2822
North Highlands Dialysis Center	4612 ROSEVILLE RD STE 100	North Highlands, CA 95660-5175	(916) 334-1368	(916) 334-1543	27	05-2826
Los Angeles Downtown Dialysis	2021 S FLOWER ST	Los Angeles, CA 90007-1342	(213) 745-4222	(213) 749-1753	28	05-2828
Northeast Dialysis	3501 MALL VIEW RD STE 109	Bakersfield, CA 93306-3045	(661) 872-3580	(661) 872-3554	38	05-2839
Antioch Dialysis Center	3100 DELTA FAIR BLVD	Antioch, CA 94509-4001	(925) 753-5000	(925) 753-5055	20	05-2841
Imperial Care Dialysis Center	4345 E IMPERIAL HWY	Lynwood, CA 90262-2318	(310) 900-0333	(310) 900-0334	31	05-2844
South Hayward Dialysis	254 JACKSON ST	Hayward, CA 94544-1907	(510) 583-1255	(510) 583-0631	24	05-2845
Orangevale Dialysis Center	9267 GREENBACK LN STE A2	Orangevale, CA 95662-4864	(916) 988-5666	(916) 988-5636	20	05-2850
Crescent Heights Dialysis Center	8151 BEVERLY BLVD	Los Angeles, CA 90048-4514	(323) 655-6226	(323) 655-6512	20	05-2852
Washington Plaza Dialysis Center	516 E WASHINGTON BLVD # 522	Los Angeles, CA 90015-3723	(213) 749-2433	(213) 749-0518	25	05-2856
Florin Dialysis Center	7000 STOCKTON BLVD	Sacramento, CA 95823-2312	(916) 424-3990	(916) 424-3799	31	05-2857
Kenneth Hahn Plaza Dialysis Center	11854 S WILMINGTON AVE	Los Angeles, CA 90059-3016	(323) 567-5077	(323) 567-1490	20	05-2858
West Glendale Dialysis	1427 S GLENDALE AVE	Glendale, CA 91205-3313	(818) 241-0016	(818) 241-0038	18	05-2859
Century City Dialysis	10630 SANTA MONICA BLVD	Los Angeles, CA 90025-4837	(310) 954-2700	(310) 474-4565	30	05-2865
San Ysidro Dialysis	1445 30TH ST STE A-B	San Diego, CA 92154-3496	(619) 575-3901	(619) 575-5538	41	05-2866
Palmdale Regional	1643 E PALMDALE BLVD	Palmdale, CA 93550-4847	(661) 540-0925	(661) 540-0930	24	05-2869
Central Coast Kidney Center	2263 S DEPOT ST	Santa Maria, CA 93455-1216	(805) 349-8600	(805) 928-5145	42	05-2871
Thousand Oaks Dialysis	375 ROLLING OAKS DR STE 100	Thousand Oaks, CA 91361-1024	(805) 557-1036	(805) 557-1173	15	05-2873
San Diego East Dialysis	292 EUCLID AVE STE 100	San Diego, CA 92114-3629	(619) 262-7225	(619) 262-7470	25	05-2883
Soledad Dialysis Center	901 LOS COCHES DR	Soledad, CA 93960-2995	(831) 678-4310	(831) 678-4324	18	05-2892
Lake Elsinore Dialysis	32291 MISSION TRL BLDG S	Lake Elsinore, CA 92530-2304	(951) 674-5050	(951) 674-5570	18	05-2895
Cerritos Dialysis	19222 PIONEER BLVD STE 101	Cerritos, CA 90703-6603	(562) 924-9990	(562) 924-9955	21	05-2896
Tustin Dialysis	2090 N TUSTIN AVE STE 100	Santa Ana, CA 92705-7869	(714) 835-2450	(714) 835-5715	24	05-2897
Lakewood Dialysis Center	1750 PIERCE ST STE C	Lakewood, CO 80214-1434	(303) 238-6111	(303) 462-0946	18	06-2502
Pikes Peak Dialysis Center	2002 LELARAY ST STE 130	Colorado Springs, CO 80909-2804	(719) 471-4615	(719) 471-0621	43	06-2507
Thornton Dialysis Center	8800 FOX DR	Thornton, CO 80260-6880	(303) 430-7020	(303) 487-9572	24	06-2511
Aurora Dialysis Center	1411 S POTOMAC ST AMC II STE 10	Aurora, CO 80012-4536	(303) 368-1911	(303) 368-1857	27	06-2514
Boulder Dialysis Center	2880 FOLSOM ST STE 110	Boulder, CO 80304-3769	(303) 440-5600	(303) 440-4165	14	06-2517
Littleton Dialysis Center	209 W COUNTY LINE RD	Littleton, CO 80129-1901	(303) 730-7540	(303) 730-7628	17	06-2519
Arvada Dialysis Center	9950 W 80TH AVE STE 25	Arvada, CO 80005-3914	(303) 456-9556	(303) 456-8836	16	06-2521
Printers Place Dialysis Center	2802 INTERNATIONAL CIR	Colorado Springs, CO 80910-3127	(719) 630-0602	(719) 520-5291	16	06-2524
Cortez Dialysis Center	610 E MAIN ST STE C	Cortez, CO 81321-3308	(970) 565-4302	(970) 565-4374	18	06-2528
Lowry Dialysis Center	7465 E 1ST AVE STE A	Denver, CO 80230-6877	(303) 367-0946	(303) 367-0951	26	06-2529
Englewood Dialysis Center	3247 S LINCOLN ST	Englewood, CO 80113-2505	(303) 761-0600	(303) 761-7666	19	06-2531
Commerce City Dialysis	6320 HOLLY ST	Commerce City, CO 80022-3325	(303) 853-4300	(303) 853-4333	18	06-2533
Longmont Dialysis Center	1715 IRON HORSE DR STE 170	Longmont, CO 80501-9617	(303) 485-4084	(303) 485-4081	18	06-2534
Lakewood Crossing Dialysis Center	1057 S WADSWORTH BLVD STE 100	Lakewood, CO 80226-4361	(720) 962-6199	(720) 962-6196	22	06-2535
East Aurora Dialysis	482 S CHAMBERS RD	Aurora, CO 80017-2092	(303) 696-1137	(303) 696-1140	28	06-2540
Mile High Home Dialysis	1750 PIERCE ST STE A	Lakewood, CO 80214-1434	(303) 232-0939	(303) 274-6096	3	06-2541
Brighton Dialysis	4700 E BROMLEY LN STE 103	Brighton, CO 80601-7821	(303) 659-2511	(303) 659-2595	12	06-2542
Lonetree Dialysis Center	9777 PYRAMID CT STE 140	Englewood, CO 80112-6017	(303) 662-0466	(303) 662-0575	12	06-2543
Belcaro Dialysis Center	755 S COLORADO BLVD	Denver, CO 80246-8005	(303) 777-2844	(303) 777-2850	14	06-2544
Denver Dialysis Center	2900 N DOWNING ST STE C	Denver, CO 80205-4699	(303) 292-0303	(303) 292-1266	16	06-2546

Durango Dialysis Center	72 SUTTLE STREET STE D	Durango, CO 81303-6829	(970) 385-8608	(970) 385-8626	8	06-2547
Alamosa Dialysis	612 DEL SOL DR	Alamosa, CO 81101-8548	(719) 589-2022	(719) 589-6233	12	06-2550
Grand Junction Dialysis Center	710 WELLINGTON AVE STE 20	Grand Junction, CO 81501-6100	(970) 263-8573	(970) 245-4398	18	06-2553
North Metro Dialysis Center	12365 HURON ST STE 500	Westminster, CO 80234-3498	(303) 451-9093	(303) 451-0561	18	06-2559
North Colorado Springs Dialysis	6071 E WOODMEN RD STE 100	Colorado Springs, CO 80923-2610	(719) 638-1223	(719) 597-7052	15	06-2561
Parker Dialysis Center	10371 S PARKGLENN WAY STE 180	Parker, CO 80138-3871	(303) 840-0541	(303) 840-9051	12	06-2562
Mesa County Dialysis	561 25 RD STE D	Grand Junction, CO 81505-1360	(970) 248-9120	(970) 248-9125	15	06-2567
Black Canyon Dialysis	3421 S RIO GRANDE AVE UNIT D1	Montrose, CO 81401-4840	(970) 240-7925	(970) 240-6197	13	06-2569
Southwest Denver Dialysis	8601 W CROSS DR UNIT C-2	Littleton, CO 80123-2200	(303) 933-2367	(303) 933-2566	9	06-2572
Red Hawk Dialysis	4348 WOODLANDS BLVD STE 131	Castle Rock, CO 80104-2800	(303) 663-2875	(303) 663-2913	8	06-2574
Sable Dialysis	509 N SABLE BLVD	Aurora, CO 80011-0801	(303) 366-9458	(303) 364-9206	30	06-2576
Northeastern Colorado Dialysis	603 HOLLY DR	Sterling, CO 80751-4539	(970) 521-5368	(970) 521-3120	12	06-2577
Loveland Central Dialysis	1453 DENVER AVE	Loveland, CO 80538-5226	(970) 663-4607	(970) 663-9076	12	06-2579
West Lakewood Dialysis	11700 WEST 2ND PL STE 325	Lakewood, CO 80228-1755	(303) 987-4672	(303) 987-4687	12	06-2582
Greeley Dialysis	2812 W 10TH ST	Greeley, CO 80634-5425	(970) 352-9072	(970) 352-9366	14	06-2586
Fort Collins Dialysis	1601 PROSPECT PKWY STE 180	Fort Collins, CO 80525-1076	(970) 493-0753	(970) 407-7230	13	06-2588
Platte Valley Dialysis	1321 S 4TH AVE STE 100	Brighton, CO 80601-6809	(303) 654-8202	(303) 654-8506	12	06-2591
Montbello Dialysis	4834 CHAMBERS RD	Denver, CO 80239-5152	(303) 371-1502	(303) 371-3627	12	06-2592
Bridgeport Dialysis	900 MADISON AVE STE 221	Bridgeport, CT 06606-5534	(203) 335-0191	(203) 382-0322	50	07-2501
Stamford Dialysis	30 COMMERCE RD	Stamford, CT 06902-4550	(203) 358-9969	(203) 359-9252	34	07-2504
New Haven Dialysis	15 CENTER ST STE 201	New Haven, CT 06510-3003	(203) 859-7770	(203) 495-1454	28	07-2507
Shelton Dialysis	750 BRIDGEPORT AVE	Shelton, CT 06484-4734	(203) 925-9520	(203) 925-9536	22	07-2510
Greater Waterbury Dialysis	209 HIGHLAND AVE	Waterbury, CT 06708-3055	(203) 574-7933	(203) 574-4136	30	07-2511
Milford Dialysis	470 BRIDGEPORT AVE STE S	Milford, CT 06460-4167	(203) 301-9040	(203) 301-9947	22	07-2514
New London Dialysis	5 SHAWS COVE STE 100	New London, CT 06320-4974	(860) 701-1357	(860) 444-0802	23	07-2515
Hartford Dialysis	675 TOWER AVE RENAL UNIT 2ND F	Hartford, CT 06112-1260	(860) 242-0735	(860) 242-2239	27	07-2516
Branford Dialysis	249 W MAIN ST	Branford, CT 06405-4048	(203) 481-8531	(203) 481-8557	13	07-2517
PDI - Rocky Hill	30 WATERCHASE DR	Rocky Hill, CT 06067-2110	(860) 563-6000	(860) 257-3895	23	07-2518
Norwich Dialysis	113 SALEM TPKE STE 4	Norwich, CT 06360-6484	(860) 800-6388	(860) 800-6425	28	07-2520
South Norwalk Dialysis	666 WEST AVE	Norwalk, CT 06850-4009	(475) 283-9702	(475) 283-9727	22	07-2521
Torrington Dialysis	780 LITCHFIELD ST STE 100	Torrington, CT 06790-6268	(860) 496-0661	(860) 496-0504	19	07-2523
Middlesex Dialysis Center	100 MAIN ST STE A	Middletown, CT 06457-3422	(860) 346-5600	(860) 346-5700	22	07-2524
Bloomfield Dialysis	29 GRIFFIN RD S	Bloomfield, CT 06002-1351	(860) 243-5389	(860) 243-8150	16	07-2528
Vernon Dialysis Center	460 HARTFORD TPKE STE C	Vernon, CT 06066-4847	(860) 896-1537	(860) 896-1689	22	07-2529
Windham Dialysis Center	375 TUCKIE RD STE C	North Windham, CT 06256-1345	(860) 456-1677	(860) 450-8403	9	07-2530
Waterbury Dialysis Center	150 MATTATUCK HEIGHTS RD	Waterbury, CT 06705-3893	(203) 419-0488	(203) 465-0197	16	07-2533
Black Rock Dialysis	427 STILLSON RD	Fairfield, CT 06824-3153	(203) 382-9566	(203) 368-9289	16	07-2535
Willard Avenue Dialysis	445E WILLARD AVE	Newington, CT 06111-2318	(860) 667-1700	(860) 667-1708	19	07-2541
Hamden Dialysis	3000 DIXWELL AVE STE 100	Hamden, CT 06518-3522	(203) 281-5361	(203) 281-5376	19	07-2543
Danbury Dialysis	111 OSBORNE ST STE 211	Danbury, CT 06810-6031	(203) 794-1938	(203) 796-0015	19	07-2544
Palomba Drive Dialysis	51 PALOMBA DR	Enfield, CT 06082-3801	(860) 749-0476	(860) 749-0649	10	07-2547
Housatonic Dialysis	164 MOUNT PLEASANT RD	Newtown, CT 06470-1408	(203) 270-0081	(203) 270-0065	10	07-2548
Norwalk River Dialysis	112 MAIN ST	Norwalk, CT 06851-4617	(203) 229-0420	(203) 229-0688	13	07-2552
Hawley Lane Dialysis	425 HAWLEY LN	Stratford, CT 06614-1514	(203) 375-5438	(203) 375-5487	25	07-2553
Hartford Downtown Dialysis	80 SEYMOUR ST	Hartford, CT 06106-3300	(860) 244-2108	(860) 244-2133	32	07-2554
New Britain Dialysis	100 GRAND ST	New Britain, CT 06052-2016	(860) 223-4603	(860) 223-4203	22	07-2555
Trumbull Dialysis	7 CAMBRIDGE DR STE 105	Trumbull, CT 06611-4763	(203) 371-6592	(203) 371-6595	19	07-2557
Children's National Medical Center	111 MICHIGAN AVE NW	Washington, DC 20010-2916	(202) 476-5148	(202) 476-3580	6	09-2305
Lee Street Dialysis	5155 LEE ST NE	Washington, DC 20019-4051	(202) 398-1047	(202) 398-3468	20	09-2510
Eighth Street Dialysis	920 BLADENSBURG RD NE	Washington, DC 20002-3930	(202) 399-0812	(202) 396-8767	24	09-2513
Georgetown Home Training	2233 WISCONSIN AVE NW STE 215	Washington, DC 20007-4119	(202) 337-1431	(202) 337-1625	4	09-2516
GWU Southeast Dialysis	3857A PENNSYLVANIA AVE SE	Washington, DC 20020-1309	(202) 581-9440	(202) 581-9446	25	09-2517
K Street Dialysis	2131 K ST NW STE 300	Washington, DC 20037-1898	(202) 223-8453	(202) 223-9789	25	09-2518
Brentwood Dialysis	1231 BRENTWOOD RD NE	Washington, DC 20018-1019	(202) 636-3711	(202) 636-3769	24	09-2519
Union Plaza Dialysis Center	810 1ST ST NE STE 100	Washington, DC 20002-4227	(202) 842-3127	(202) 842-3160	15	09-2520
Grant Park Dialysis	5000 NANNIE HELEN BURROUGHS	Washington, DC 20019-5506	(202) 399-7700	(202) 399-3708	12	09-2522
Washington Nursing Dialysis	2425 25TH ST SE	Washington, DC 20020-3409	(202) 678-0013	(202) 678-0083	9	09-2524
International Dialysis	1730 HAMLIN ST NE	Washington, DC 20018-1838	(202) 525-5415	(202) 525-5418	15	09-2525
Washington Center for Aging	2601 18TH ST NE A WING BASEMEN	Washington, DC 20018-1301	(202) 636-7212	(202) 636-7216	9	09-2530
South Broward Artificial Kidney Center	4401 HOLLYWOOD BLVD	Hollywood, FL 33021-6609	(954) 962-2211	(954) 964-3546	30	10-2504
Dialysis Associates of the Palm Beaches	2611 POINSETTIA AVE	West Palm Beach, FL 33407-5919	(561) 833-0759	(561) 835-1056	20	10-2510
Fort Myers Dialysis	4220 EXECUTIVE CIRCLE STE 38	Fort Myers, FL 33916-8055	(239) 274-3681	(239) 274-6168	34	10-2513
Panama City Dialysis Center	615 N HIGHWAY 231	Panama City, FL 32405-4704	(850) 785-1233	(850) 913-8048	37	10-2514
West Florida Dialysis	8333 N DAVIS HWY 1ST FLOOR ATT	Pensacola, FL 32514-6050	(850) 474-8424	(850) 969-2879	27	10-2518
Boca Raton Artificial Kidney Center	998 NW 9TH CT	Boca Raton, FL 33486-2214	(561) 392-3940	(561) 395-5663	12	10-2520
Daytona Beach Dialysis	578 HEALTH BLVD	Daytona Beach, FL 32114-1492	(386) 258-7322	(386) 258-0191	20	10-2521
Lakeland Dialysis	515 E BELLA VISTA ST	Lakeland, FL 33805-3005	(863) 688-5463	(863) 688-7150	16	10-2524
InterAmerican Dialysis Center	7815 CORAL WAY STE 115	Miami, FL 33155-6541	(305) 261-4823	(305) 264-7263	25	10-2532
Plantation Dialysis	7061 CYPRESS RD STE 103	Plantation, FL 33317-2243	(954) 583-2100	(954) 584-2463	25	10-2536
Winter Haven Dialysis	1625 UNITY WAY NW	Winter Haven, FL 33881-5226	(863) 294-8851	(863) 294-5212	20	10-2545
Port Charlotte Artificial Kidney Center	4300 KINGS HWY STE 406	Port Charlotte, FL 33980-2990	(941) 625-2822	(941) 625-9877	21	10-2549
Leesburg Dialysis Center	8425 US HWY 441 STE 104	Leesburg, FL 34788-4038	(352) 435-0082	(352) 435-0380	24	10-2551
Plant City Dialysis	2301 S FRONTAGE RD	Plant City, FL 33563-2061	(813) 659-1674	(813) 659-2269	20	10-2554
Bayonet Point - Hudson Kidney Center	14144 NEPHRON LN	Hudson, FL 34667-6504	(727) 863-5459	(727) 862-0723	16	10-2563
Kissimmee Dialysis	802 N JOHN YOUNG PKWY	Kissimmee, FL 34741-4912	(407) 847-4423	(407) 847-5973	25	10-2569
Deland Dialysis	350 E NEW YORK AVE	Deland, FL 32724-5510	(386) 738-2570	(386) 738-9576	20	10-2573
Coral Gables Kidney Center	3280 PONCE DE LEON BLVD	Coral Gables, FL 33134-7252	(305) 448-9888	(305) 445-4984	20	10-2578
Center for Kidney Disease at North Shore	1190 NW 95TH ST STE 208	Miami, FL 33150-2065	(305) 691-2144	(305) 691-0362	22	10-2583
Greater Miami Dialysis	160 NW 176TH ST STE 100	Miami, FL 33169-5040	(305) 653-6033	(305) 653-0118	20	10-2586
New Port Richey Kidney Center	7421 RIDGE RD	Port Richey, FL 34668-6935	(727) 846-8401	(727) 844-0100	28	10-2590
Zephyrhills Dialysis	36819 EILAND BLVD UNIT 2	Zephyrhills, FL 33542-0600	(813) 788-7041	(813) 788-7236	24	10-2593
Hallandale Dialysis	2655 HOLLYWOOD BLVD	Hollywood, FL 33020-4840	(954) 925-9909	(954) 927-5852	22	10-2601
Hernando Kidney Center	2985 LANDOVER BLVD	Spring Hill, FL 34608-7258	(352) 683-3630	(352) 683-8892	34	10-2602
Central Tampa Dialysis	4204 N MACDILL AVE SOUTH BLDG	Tampa, FL 33607-6342	(813) 871-3202	(813) 871-3903	20	10-2605
Daytona South Dialysis	955 FOSTER WAY STE 306	South Daytona, FL 32119-1731	(386) 322-3625	(386) 322-3695	24	10-2614
Pompano Beach Artificial Kidney Center	600 SW 3RD ST STE 1100	Pompano Beach, FL 33060-6936	(954) 942-5115	(954) 942-0946	28	10-2615
Deltona Dialysis	1200 DELTONA BLVD STE 26	Deltona, FL 32725-6389	(386) 574-0225	(386) 574-6460	21	10-2616
Delray Dialysis	2655 W ATLANTIC AVE	Delray Beach, FL 33445-4400	(561) 279-2626	(561) 279-2921	22	10-2617
Lehigh Acres Dialysis	2814 LEE BLVD STE 16	Lehigh Acres, FL 33971-1561	(239) 368-7169	(239) 368-7541	12	10-2618
Orlando Dialysis	116 STURTEVANT ST	Orlando, FL 32806-2021	(407) 426-9212	(407) 426-7476	23	10-2623
Tallahassee Dialysis	1607 PHYSICIANS DR	Tallahassee, FL 32308-4620	(850) 878-8776	(850) 878-9004	27	10-2624
Bartow Dialysis	2295 E FLAMINGO DR	Bartow, FL 33830-4203	(863) 533-1601	(863) 519-4415	16	10-2626
Quincy Dialysis	878 STRONG RD	Quincy, FL 32351-5243	(850) 854-8001	(850) 854-8002	20	10-2627
Gulf Coast Dialysis	3300 TAMIAMI TRL STE 101A	Port Charlotte, FL 33952-8054	(941) 625-9985	(941) 629-1522	0	10-2628
Center for Kidney Disease at Venture	1680 NE 164TH ST	North Miami Beach, FL 33162-4017	(305) 787-7345	(305) 787-5805	16	10-2630
Tamarac Artificial Kidney Center	7140 W MCNAB RD	Tamarac, FL 33321-5306	(954) 720-5336	(954) 720-3626	12	10-2632
North Palm Beach Dialysis Center	2841 PGA BLVD	Palm Beach Gardens, FL 33410-2910	(561) 630-5081	(561) 630-1535	20	10-2634
Mt. Dora Dialysis	1971 SALK AVE	Tavares, FL 32778-4306	(352) 508-3007	(352) 508-3232	24	10-2635
USF Dialysis	10770 N 46TH ST STE A100	Tampa, FL 33617-3465	(813) 632-7918	(813) 632-7952	29	10-2636
Lake Worth Dialysis	2459 S CONGRESS AVE STE 100	Palm Springs, FL 33406-7616	(561) 439-1532	(561) 439-1018	25	10-2637
Ormond Beach Dialysis	420 S NOVA RD STE 7	Ormond Beach, FL 32174-0411	(386) 676-2405	(386) 676-6738	24	10-2638
Ocoee Dialysis	11140 W COLONIAL DR STE 5	Ocoee, FL 34761-3300	(407) 877-0626	(407) 877-0603	18	10-2639
Sun City Center Dialysis	783 CORTARO DR	Ruskin, FL 33573-6812	(813) 633-2847	(813) 633-2972	16	10-2642
Complete Dialysis Care	7467 W SAMPLE RD	Coral Springs, FL 33065-4754	(954) 753-0248	(954) 755-3692	24	10-2645
Bradenton Dialysis	3501 CORTEZ RD W STE 3	Bradenton, FL 34210-3197	(941) 727-4209	(941) 753-8386	17	10-2646
Pembroke Pines Dialysis	10970 PINES BLVD STE 70	Pembroke Pines, FL 33026-5208	(954) 435-6145	(954) 442-7350	28	10-2647

Miami Lakes Artificial Kidney Center	14600 NW 60TH AVE	Miami Lakes, FL 33014-2811	(786) 639-0496	(305) 556-4924	18	10-2648
North Brevard Dialysis	250 HARRISON ST STE 110	Titusville, FL 32780-5098	(321) 383-1345	(321) 268-4875	21	10-2654
Miami Campus Dialysis	1951 NW 7TH AVE STE 500	Miami, FL 33136-1121	(305) 325-8956	(305) 325-8748	33	10-2656
Pinnacle Dialysis of Boca Raton	2900 N MILITARY TRL STE 195	Boca Raton, FL 33431-6308	(561) 241-6667	(561) 989-8550	27	10-2658
Orlando East Dialysis	11616 LAKE UNDERHILL RD STE 206	Orlando, FL 32825-4466	(407) 384-1175	(407) 384-1421	21	10-2660
Flamingo Park Kidney Center	901 E 10TH AVE BAY 17	Hialeah, FL 33010-3762	(305) 884-5677	(305) 884-2466	21	10-2664
Palmetto Artificial Kidney Center	7150 W 20TH AVE STE 109	Hialeah, FL 33016-5509	(305) 827-8399	(305) 827-1892	15	10-2665
Marianna Dialysis Center	2930 OPTIMIST DR	Marianna, FL 32448-7703	(850) 482-5328	(850) 482-5329	21	10-2666
Lighthouse Point Dialysis	200 SW NATURA AVE	Deerfield Beach, FL 33441-3026	(954) 426-0152	(954) 426-0441	16	10-2670
West Tallahassee Dialysis	5857 W TENNESSEE ST	Tallahassee, FL 32304-9218	(850) 350-0002	(850) 350-0120	24	10-2673
Venice Dialysis Center	816 PINEBROOK RD	Venice, FL 34285-7103	(941) 486-9057	(941) 484-9624	23	10-2675
Ocala Regional Kidney Center - East	2870 SE 1ST AVE	Ocala, FL 34471-0406	(352) 351-9140	(352) 732-3825	31	10-2678
West Tampa Dialysis	4515 GEORGE RD STE 300	Tampa, FL 33634-7300	(813) 884-4008	(813) 884-1465	20	10-2679
South Florida Dialysis	1 OAKWOOD BLVD STE 100	Hollywood, FL 33020-1937	(954) 894-7500	(954) 894-7700	21	10-2680
Ocala Regional Kidney Center - West	8585 SW HIGHWAY 200 STE 19	Ocala, FL 34481-9644	(352) 854-5011	(352) 854-6299	32	10-2683
St. Augustine Dialysis	264 SOUTHPARK CIR E	Saint Augustine, FL 32086-5137	(904) 808-0445	(904) 808-0446	18	10-2692
Gulf Breeze Dialysis Center	1519 MAIN ST	Dunedin, FL 34698-4650	(727) 738-4425	(727) 736-3353	20	10-2693
New Smyrna Beach Dialysis	110 S ORANGE ST	New Smyrna Beach, FL 32168-7153	(386) 409-0025	(386) 409-0410	12	10-2696
Fort Lauderdale Dixie Dialysis	1299 E COMMERCIAL BLVD STE 100	Oakland Park, FL 33334-4806	(954) 776-6056	(954) 776-8088	20	10-2701
Orlando North Dialysis	5135 ADANSON ST STE 700	Orlando, FL 32804-1338	(407) 539-3998	(407) 539-5708	16	10-2707
Pine Island Kidney Center	1871 N PINE ISLAND RD	Plantation, FL 33322-5208	(954) 916-8958	(954) 916-8960	20	10-2708
Lake Wales Dialysis Center	1125 BRYN MAWR AVE	Lake Wales, FL 33853-4333	(863) 679-9851	(863) 679-9856	12	10-2712
South Beach Dialysis	1711 ALTON RD	Miami Beach, FL 33139-2411	(305) 695-4175	(305) 695-4179	20	10-2718
Crystal River Dialysis	7435 W GULF TO LAKE HWY	Crystal River, FL 34429-7834	(352) 564-8400	(352) 564-0147	16	10-2720
Santa Rosa Dialysis	5819 HIGHWAY 90	Milton, FL 32583-1763	(850) 623-8299	(850) 623-9616	12	10-2726
Sebastian Dialysis	1424 US HWY 1 STE C	Sebastian, FL 32958-1619	(772) 589-9182	(772) 589-9959	16	10-2727
Palm Coast Dialysis	13 KINGSWOOD DR STE A	Palm Coast, FL 32137-4614	(386) 445-4445	(386) 445-3312	22	10-2728
Ocala Regional Kidney Center - South	13940 N US HWY 441 BLDG 400	Lady Lake, FL 32159-8908	(352) 751-1240	(352) 751-1250	25	10-2731
Lakewood Ranch Dialysis	8470 COOPER CREEK BLVD	University Park, FL 34201-2020	(941) 359-0676	(941) 358-7012	12	10-2733
Four Freedoms Dialysis	289 SW RANGE AVE STE A	Madison, FL 32340-2351	(850) 973-3852	(850) 973-9861	16	10-2737
Hunters Creek Dialysis	14050 TOWN LOOP BLVD STE 104A	Orlando, FL 32837-6190	(407) 858-9458	(407) 858-0761	15	10-2740
Bay Breeze Dialysis	11550 ULMERTON RD	Largo, FL 33778-1501	(727) 584-4047	(727) 584-4790	20	10-2742
Fort Myers South Dialysis	8850 GLADIOLUS DR	Fort Myers, FL 33908-5102	(239) 415-1661	(239) 415-7440	22	10-2744
Temple Terrace Dialysis	11306 N 53RD ST	Temple Terrace, FL 33617-2214	(813) 989-2062	(813) 989-3658	24	10-2748
Orlando Southwest Dialysis	6925 LAKE ELLENOR DR STE 650	Orlando, FL 32809-4670	(407) 852-1751	(407) 852-1748	18	10-2750
Celebration Dialysis	1154 CELEBRATION BLVD	Kissimmee, FL 34747-4605	(407) 566-1780	(407) 566-1756	20	10-2751
Bonita Springs Dialysis	9134 BONITA BEACH RD SE	Bonita Springs, FL 34135-4281	(239) 949-0444	(239) 949-0450	16	10-2752
Arcadia Dialysis Center	1341 E OAK ST	Arcadia, FL 34266-8902	(863) 491-8550	(863) 491-8553	16	10-2757
North Okaloosa Dialysis	320 REDSTONE AVE W	Crestview, FL 32536-6433	(850) 683-5700	(850) 683-5704	15	10-2759
Lakeland South Dialysis	4774 S FLORIDA AVE	Lakeland, FL 33813-2181	(863) 646-0462	(863) 647-0802	20	10-2764
Tallahassee South Dialysis	2410 S ADAMS ST	Tallahassee, FL 32301-6325	(850) 224-8757	(850) 224-8766	20	10-2765
Chipley Dialysis	877 3RD ST STE 2	Chipley, FL 32428-1855	(850) 638-7783	(850) 638-8550	20	10-2771
Orlando Home Training Dialysis	116 STURTEVANT ST STE 2	Orlando, FL 32806-2021	(407) 849-1567	(407) 849-1657	0	10-2772
St. Petersburg Dialysis	1117 ARLINGTON AVE N	Saint Petersburg, FL 33705-1521	(727) 896-9029	(727) 896-7269	20	10-2773
Orange City Dialysis	2575 S VOLUSIA AVE STE 400	Orange City, FL 32763-9116	(386) 774-0101	(386) 774-0249	16	10-2775
Miami North Dialysis	860 NE 125TH ST	North Miami, FL 33161-5743	(305) 893-7887	(305) 893-4429	17	10-2776
Brandon East Dialysis	114 E BRANDON BLVD	Brandon, FL 33511-5219	(813) 657-2783	(813) 657-2521	20	10-2779
Miami East Dialysis	1250 NW 7TH ST STE 106	Miami, FL 33125-3744	(305) 547-1496	(305) 547-1516	16	10-2784
Fort Myers North Dialysis	16101 N CLEVELAND AVE	North Fort Myers, FL 33903-2148	(239) 656-4403	(239) 656-1886	12	10-2788
Andover Dialysis	626 S ANDOVER RD STE 900	Andover, KS 67002-8910	(316) 733-2984	(316) 733-4138	16	17-2557
Ocala Regional Kidney Center - North	2620 W HWY 316	Citra, FL 32113-3555	(352) 591-4680	(352) 591-4679	25	10-2793
St. Petersburg South Dialysis	2850 34TH ST S	Saint Petersburg, FL 33711-3817	(727) 864-4050	(727) 864-0013	20	10-2803
East Ft. Lauderdale Dialysis Center	1301 S ANDREWS AVE STE 101	Fort Lauderdale, FL 33316-1823	(954) 761-1273	(954) 467-0384	18	10-2805
Weston Dialysis Center	2685 EXECUTIVE PARK DR STE 1	Weston, FL 33331-3651	(954) 389-1290	(954) 384-8207	15	10-2807
Davie City Dialysis	7950 SW 30TH ST	Davie, FL 33328-1979	(954) 577-2778	(954) 577-2710	15	10-2808
Naples Renal Center	6625 HILLWAY CIR	Naples, FL 34112-8756	(239) 775-9454	(239) 732-1391	19	10-2809
Coastal Kidney Center	510 N MACARTHUR AVE	Panama City, FL 32401-3636	(850) 914-0824	(850) 914-9962	28	10-2813
Melbourne Dialysis	2235 S BABCOCK ST	Melbourne, FL 32901-5305	(321) 956-6252	(321) 956-6464	16	10-2816
Embassy Lakes Artificial Kidney Center	11011 SHERIDAN ST STE 308	Hollywood, FL 33026-1532	(954) 430-9166	(954) 430-9329	16	10-2817
Davenport Dialysis	45597 HIGHWAY 27 RIDGEVIEW PL	Davenport, FL 33897-4519	(863) 419-7408	(863) 420-9165	12	10-2819
Lake Griffin East Dialysis	401 E NORTH BLVD	Leesburg, FL 34748-5262	(352) 315-0062	(352) 315-0089	16	10-2822
Winter Park Home PD Dialysis	4100 METRIC DR STE 200	Winter Park, FL 32792-6832	(407) 681-8730	(407) 681-8739	2	10-2823
Ocala Regional Kidney Centers Home Dialysis Division	2860 SE 1ST AVE	Ocala, FL 34471-0406	(352) 622-8758	(352) 622-8658	0	10-2825
Sanford Dialysis	1701 W 1ST ST	Sanford, FL 32771-1605	(407) 268-9425	(407) 268-9899	24	10-2827
Apopka Dialysis	640 EXECUTIVE PARK CT	Apopka, FL 32703-6075	(407) 389-8980	(407) 389-8984	24	10-2829
St Cloud Dialysis	4750 OLD CANOE CREEK RD	Saint Cloud, FL 34769-1430	(407) 498-0018	(407) 498-0881	23	10-2832
Hialeah Artificial Kidney Center	8524 NW 103RD ST	Hialeah, FL 33016-4870	(305) 827-0576	(305) 827-0871	16	10-2834
Central Orlando Dialysis	2548 N ORANGE BLOSSOM TRL STE	Orlando, FL 32804-4863	(407) 246-5081	(407) 246-5192	24	10-2837
Laurel Manor Dialysis Center at the Villages	1950 LAUREL MANOR DR STE 190	Lady Lake, FL 32162-5608	(352) 259-0250	(352) 259-0335	16	10-2838
Miami Gardens Dialysis	3363 NW 167TH ST	Miami Gardens, FL 33056-4254	(305) 627-9311	(305) 628-9389	16	10-2839
Florida Renal Center	5300 W FLAGLER ST	Coral Gables, FL 33134-1148	(305) 443-5702	(305) 443-5176	20	10-2840
West Pensacola Dialysis Center	598 N FAIRFIELD DR STE 100	Pensacola, FL 32506-4320	(850) 453-6066	(850) 453-6681	16	10-2845
Cape Coral South Dialysis	3040 DEL PRADO BLVD S STE 4A	Cape Coral, FL 33904-7232	(239) 549-0339	(239) 549-1349	18	10-2847
Regency Dialysis Center	9535 REGENCY SQUARE BLVD N	Jacksonville, FL 32225-8128	(904) 725-0526	(904) 725-4726	16	10-2850
Indian River Dialysis Center	2150 45TH ST UNIT 102	Vero Beach, FL 32967-6281	(772) 567-2529	(772) 567-2587	16	10-2851
Casselberry Dialysis	4970 S US HWY 17/92	Casselberry, FL 32707-3888	(321) 207-7135	(321) 207-0254	20	10-2857
Winter Park Hemo Dialysis	4100 METRIC DR STE 300	Winter Park, FL 32792-6832	(407) 681-7600	(407) 681-7690	24	10-2858
Winter Park Dialysis	3727 N GOLDENROD RD STE 101	Winter Park, FL 32792-8611	(407) 657-5262	(407) 677-8641	12	10-2859
West Beach Dialysis Center	16201 PANAMA CITY BEACH PKWY	Panama City Beach, FL 32413-5307	(850) 233-0837	(850) 233-8436	8	10-2863
Miramar Kidney Center	2501 DYKES RD STE 200	Miramar, FL 33027-4223	(954) 431-6939	(954) 431-6993	16	10-2866
Jacksonville South Dialysis Center	14965 OLD SAINT AUGUSTINE RD U	Jacksonville, FL 32258-9481	(904) 880-9494	(904) 880-0295	16	10-2873
Aventura Kidney Center	22 SW 11TH ST FL 2	Hallandale Beach, FL 33009-7065	(954) 458-0887	(954) 458-0948	12	10-2875
Advanced Dialysis Center of Fort Lauderdale	911 E OAKLAND PARK BLVD	Oakland Park, FL 33334-2725	(954) 318-7000	(954) 318-7001	20	10-2878
Winter Garden Dialysis	1222 WINTER GARDEN VINELAND I	Winter Garden, FL 34787-4449	(407) 877-0364	(407) 877-3641	16	10-2880
Orlando Park Dialysis	5397 W COLONIAL DR STE 120	Orlando, FL 32808-7647	(407) 532-3109	(407) 532-4881	24	10-2884
Greater Tampa at Home	4204 N MACDILL AVE STE 1B NORT	Tampa, FL 33607-6364	(813) 872-8216	(813) 872-8469	4	10-2885
East Tampa Dialysis	1701 E 9TH AVE	Ybor City, FL 33605-3801	(813) 247-1820	(813) 247-3129	21	10-2886
Wesley Chapel Dialysis	2255 GREEN HEDGES WAY	Wesley Chapel, FL 33544-8183	(813) 973-0153	(813) 973-0673	6	10-2887
Gateway Dialysis	5705 LEE BLVD STE 16	Lehigh Acres, FL 33971-6342	(239) 479-5251	(239) 479-5275	16	10-2888
Pinellas West Shore Dialysis	3451 66TH ST N STE A	Saint Petersburg, FL 33710-1568	(727) 345-8389	(727) 345-8410	12	10-2889
Ave Maria Dialysis	5340 USEPPA DR	Ave Maria, FL 34142-5051	(239) 304-0198	(239) 348-1723	16	10-2890
Palm Breeze Dialysis	14942 TAMIAMI TRL STE E	North Port, FL 34287-2705	(941) 429-0443	(941) 429-2240	16	10-2892
Kendall Kidney Center	8364 MILLS DR STE 1740	Miami, FL 33183-4806	(305) 273-3783	(305) 273-3873	17	10-2897
Poinciana Dialysis	1002 CYPRESS PKWY	Kissimmee, FL 34759-3328	(321) 697-5658	(321) 697-5435	26	10-2898
Rome Dialysis	20 RIVERBEND DR SW STE 100	Rome, GA 30161-6066	(706) 236-9550	(706) 236-9308	21	11-2505
Athens West Dialysis	1747 LANGFORD DR BLDG 500	Watkinsville, GA 30677-7370	(706) 583-1785	(706) 583-1943	28	11-2513
Brunswick Dialysis	53 SCRANTON CONNECTOR	Brunswick, GA 31525-1862	(912) 264-8657	(912) 265-6542	24	11-2514
Oak Street Dialysis	2704 N OAK ST BLDG H	Valdosta, GA 31602-1723	(229) 247-4857	(229) 245-8658	13	11-2515
Jonesboro Dialysis	129 KING ST	Jonesboro, GA 30236-3656	(770) 471-2381	(770) 477-8027	20	11-2517
Southwest Atlanta Dialysis Center	3620 MARTIN LUTHER KING DR SW	Atlanta, GA 30331-3711	(404) 696-7303	(404) 699-1656	30	11-2523
Douglasville Dialysis	3899 LONGVIEW DR	Douglasville, GA 30135-1373	(770) 949-8403	(770) 949-8406	20	11-2526
Washington Dialysis Center	154 WASHINGTON PLZ	Washington, GA 30673-2074	(706) 678-5855	(706) 678-6903	25	11-2527
Americus Dialysis	227 N LEE ST	Americus, GA 31709-3525	(229) 928-2257	(229) 928-0695	19	11-2528
Jesup Dialysis	301 PEACHTREE ST	Jesup, GA 31545-0245	(912) 427-8946	(912) 427-3164	16	11-2532
Douglas Dialysis	190 WESTSIDE DR STE A	Douglas, GA 31533-3534	(912) 384-3439	(912) 383-6324	23	11-2535
Elberton Dialysis Center	894 ELBERT ST	Elberton, GA 30635-2628	(706) 283-9833	(706) 283-9844	18	11-2545

Laurens County Dialysis	2400 BELLEVUE RD STE 8	Dublin, GA 31021-2856	(478) 272-5190	(478) 275-2433	26	11-2546
Eastlake Dialysis	1757 CANDLER RD	Decatur, GA 30032-3276	(404) 289-2313	(404) 289-2450	20	11-2553
Hinesville Dialysis	522 ELMA G MILES PKWY	Hinesville, GA 31313-4021	(912) 368-4850	(912) 368-7247	16	11-2555
Thomaston Dialysis	1065 US HIGHWAY 19 NORTH	Thomaston, GA 30286-2230	(706) 648-6364	(706) 648-3505	23	11-2557
St. Mary's Dialysis	2714 OSBORNE RD	Saint Marys, GA 31558-4049	(912) 214-2806	(912) 214-2807	16	11-2558
Fort Valley Dialysis Center	557 BLUEBIRD BLVD	Fort Valley, GA 31030-5083	(478) 825-7208	(478) 825-3114	13	11-2559
Atlanta Dialysis	567 NORTH AVE NE STE 200	Atlanta, GA 30308-2721	(404) 853-1662	(404) 853-3674	28	11-2561
Ponce City Dialysis	567 NORTH AVE NE STE 100	Atlanta, GA 30308-2721	(404) 745-9580	(404) 745-9155	25	11-2562
Linden Dialysis	121 LINDEN AVE NE	Atlanta, GA 30308-2432	(404) 817-9700	(404) 817-6644	28	11-2566
Atlanta Airport Dialysis	2685 METROPOLITAN PKWY SW ST	Atlanta, GA 30315-7926	(404) 761-2630	(404) 761-2618	20	11-2568
Milledgeville Dialysis	400 S WAYNE ST	Milledgeville, GA 31061-3446	(478) 453-9489	(478) 453-3100	12	11-2571
East Cobb Dialysis	4880 LOWER ROSWELL RD STE 770	Marietta, GA 30068-4375	(770) 321-0675	(770) 509-8283	13	11-2572
Columbus Dialysis Center	6228 BRADLEY PARK DR STE B	Columbus, GA 31904-3604	(706) 596-8222	(706) 596-8381	22	11-2573
Wylds Road Dialysis	1815 WYLDS RD	Augusta, GA 30909-4430	(706) 733-0522	(706) 733-0432	20	11-2579
Cobb Dialysis	3885 MEDICAL PARK DR STE 110	Austell, GA 30106-1109	(770) 941-3898	(800) 294-9884	21	11-2581
Dialysis Center of Middle Georgia - Macon	2494 2ND ST	Macon, GA 31206	(478) 464-1872	(478) 464-0792	16	11-2583
Paulding Dialysis	4019 JOHNS RD	Dallas, GA 30132-3420	(770) 445-3571	(770) 445-3898	16	11-2594
Southern Lane Dialysis	1840 SOUTHERN LN	Decatur, GA 30033-4033	(404) 325-8884	(404) 325-8879	16	11-2596
East Macon Dialysis Center	165 EMERY HWY STE 101	Macon, GA 31217-3617	(478) 755-1144	(478) 755-1127	24	11-2602
Moultrie Dialysis Center	2419 S MAIN ST	Moultrie, GA 31768-6531	(229) 890-1221	(229) 890-1226	10	11-2603
Brunswick South Dialysis	2930 SPRINGDALE RD	Brunswick, GA 31520-4838	(912) 267-1507	(912) 267-9768	16	11-2608
North Fulton Dialysis	1250 NORTHMEADOW PKWY STE 1	Roswell, GA 30076-4914	(770) 569-2888	(770) 569-2861	20	11-2617
Dialysis Center of Middle Georgia - Warner Robins	509 N HOUSTON RD	Warner Robins, GA 31093-8844	(478) 328-1800	(478) 929-5499	12	11-2620
Candler County Dialysis	325 CEDAR ST	Metter, GA 30439-4043	(912) 225-9849	(912) 225-9850	20	11-2624
Abercorn Dialysis	11706 MERCY BLVD STE 9	Savannah, GA 31419-1751	(912) 961-6006	(912) 961-9257	12	11-2631
Decatur Dialysis Center	1987 CANDLER RD	Decatur, GA 30032-4212	(404) 286-1700	(404) 286-1710	20	11-2633
Williams Street Dialysis	2812 WILLIAMS ST	Savannah, GA 31404-4134	(912) 354-5005	(912) 353-7509	20	11-2636
Baxley Dialysis	539 FAIR ST	Baxley, GA 31513-0112	(912) 366-0202	(912) 366-0333	13	11-2638
DeRenne Dialysis	5303 MONTGOMERY ST	Savannah, GA 31405-5138	(912) 352-1354	(912) 352-7489	26	11-2639
Greensboro Dialysis	1220 SILOAM RD	Greensboro, GA 30642-2810	(706) 453-7222	(706) 453-0022	15	11-2640
Atlanta West Dialysis	2538 MARTIN LUTHER KING JR DR S	Atlanta, GA 30311-1779	(404) 699-1300	(404) 699-1144	20	11-2643
Snapfinger Dialysis	5255 SNAPFINGER PARK DR STE 115	Decatur, GA 30035-4066	(770) 981-0558	(770) 981-4828	24	11-2646
McDonough Dialysis Center	114 DUNN ST	McDonough, GA 30253-2347	(770) 898-4999	(770) 898-0059	20	11-2651
East Point Dialysis Center	2669 CHURCH ST	East Point, GA 30344-3115	(404) 765-1780	(404) 765-9939	28	11-2655
Fayetteville Dialysis	1279 HIGHWAY 54 W STE 110	Fayetteville, GA 30214-4551	(678) 817-9974	(678) 817-9930	19	11-2657
Centennial Atlanta Dialysis	418 DECATUR ST SE	Atlanta, GA 30312-1801	(404) 524-1606	(404) 525-3502	18	11-2660
Effingham North Dialysis	1451 GA HWY 21 S STE A	Springfield, GA 31329-5244	(912) 754-4289	(912) 754-6564	12	11-2661
Nephrology Center of South Augusta	1631 GORDON HWY STE 1B	Augusta, GA 30906-2221	(706) 790-8300	(706) 790-9944	19	11-2671
Cumming Dialysis	911 MARKET PLACE BLVD STE 3	Cumming, GA 30041-7938	(678) 513-6486	(678) 947-5446	12	11-2681
Perry Dialysis Center	1014 KEITH DR	Perry, GA 31069-2947	(478) 777-8082	(478) 777-8083	16	11-2683
Newnan Dialysis	242 BULLSBORO DR	Newnan, GA 30263-1295	(770) 304-5850	(770) 304-5855	21	11-2689
Cartersville Renal Center	419 E MAIN ST	Cartersville, GA 30121-3349	(678) 721-1045	(678) 721-1252	17	11-2691
Forest Park Dialysis Center	380 FOREST PKWY STE C	Forest Park, GA 30297-2107	(404) 361-0646	(404) 361-0727	18	11-2692
Gainesville Dialysis	2545 FLINTRIDGE RD STE 130	Gainesville, GA 30501-7428	(770) 536-7194	(770) 535-1597	17	11-2693
Northlake Dialysis	1350 MONTREAL RD STE 200	Tucker, GA 30084-8144	(678) 406-0825	(678) 406-0830	19	11-2695
Sweetwater Dialysis	7117 S SWEETWATER RD	Lithia Springs, GA 30122-2446	(678) 945-3600	(678) 945-3623	17	11-2706
Ellijay Dialysis	449 INDUSTRIAL BLVD STE 240	Ellijay, GA 30540-6724	(706) 719-5354	(706) 719-5355	12	11-2709
East Georgia Dialysis	1989 STAMBUK LN	Statesboro, GA 30458-2642	(912) 871-5394	(912) 681-4330	29	11-2710
Iris City Dialysis	521 N EXPRESSWAY STE 1509	Griffin, GA 30223-2073	(770) 228-3177	(770) 229-8431	28	11-2711
East Dekalb Dialysis	2853 CANDLER RD STE 203	Decatur, GA 30034-1421	(404) 241-0402	(404) 328-0232	16	11-2715
Vidalia First Street Dialysis	906 E 1ST ST	Vidalia, GA 30474-4207	(912) 538-8908	(912) 538-8909	21	11-2723
Montezuma Dialysis	114 DEVAUGHN AVE	Montezuma, GA 31063-1708	(478) 472-7099	(478) 472-7128	12	11-2724
Wrightsville Dialysis	2240 W ELM ST	Wrightsville, GA 31096-2016	(478) 864-8701	(478) 864-8716	12	11-2725
Loring Heights Dialysis	1741 COMMERCE DR NW STE 405	Atlanta, GA 30318-3107	(404) 351-5758	(404) 351-9470	20	11-2727
Bakers Ferry Dialysis	3645 BAKERS FERRY RD SW	Atlanta, GA 30331-3712	(404) 691-1932	(404) 691-2786	20	11-2729
Grovepark Dialysis	794 MCDONOUGH RD	Jackson, GA 30233-1572	(770) 504-0365	(770) 504-8761	12	11-2741
West Georgia Dialysis	1216 STARK AVE	Columbus, GA 31906-2500	(706) 320-0103	(706) 320-1906	20	11-2742
Lake Hearn Dialysis	1150 LAKE HEARN DR NE STE 100	Atlanta, GA 30342-1566	(404) 847-9850	(404) 847-9261	20	11-2745
Dialysis of Lithonia	2485 PARK CENTRAL BLVD	Decatur, GA 30035-3903	(678) 418-9808	(678) 418-9802	24	11-2746
Sugarloaf Dialysis	1705 BELLE MEADE CT STE 110	Lawrenceville, GA 30043-5895	(770) 513-2833	(770) 513-7611	20	11-2758
Buford Dialysis	1550 BUFORD HWY STE 1E	Buford, GA 30518-3666	(770) 831-2379	(770) 831-6983	21	11-2760
Northwest Georgia Dialysis	260 HOSPITAL RD	Canton, GA 30114-2409	(678) 880-3939	(770) 479-9466	19	11-2765
Southern Crescent Dialysis Center	275 UPPER RIVERDALE RD SW STE 1	Riverdale, GA 30274-2556	(770) 907-7022	(770) 907-7587	20	11-2771
Spivey Peritoneal and Home Dialysis Center	7444 HANNOVER PKWY S STE 150	Stockbridge, GA 30281-7847	(770) 507-0988	(770) 389-9432	0	11-2774
Mountain Park Dialysis	5235 MEMORIAL DR	Stone Mountain, GA 30083-3112	(404) 296-1344	(404) 296-4706	16	11-2777
Medlock Bridge Dialysis	10680 MEDLOCK BRIDGE RD STE 10	Duluth, GA 30097-8420	(770) 622-2167	(770) 622-5542	16	11-2778
North Henry Dialysis	3546 HIGHWAY 138 SE STE 150	Stockbridge, GA 30281-4170	(770) 507-7169	(678) 289-9223	24	11-2784
Union City Dialysis	6851 SHANNON PKWY STE 200	Union City, GA 30291-2049	(770) 774-9033	(770) 774-3189	20	11-2788
Athens East Dialysis	2026 S MILLEDGE AVE STE A2	Athens, GA 30605-6480	(706) 549-3082	(706) 549-3802	19	11-2789
Southstar Adamsville Dialysis	3651 BAKERS FERRY RD SW	Atlanta, GA 30331-3712	(404) 472-1856	(404) 472-3970	20	11-2790
Tifton Dialysis	624 LOVE AVE	Tifton, GA 31794-4406	(229) 382-1497	(229) 386-4748	16	11-2794
Cordele Dialysis Center	1013 E 16TH AVE	Cordele, GA 31015-1539	(229) 273-0163	(229) 273-5849	20	11-2796
Kidney Dialysis Center	640 MARTIN LUTHER KING JR BLVD	Macon, GA 31201-3297	(478) 742-5850	(478) 742-5860	26	11-2803
Snellville Dialysis	2135 MAIN ST E STE 130	Snellville, GA 30078-6424	(770) 979-3117	(770) 979-3640	18	11-2806
Arbor Place Dialysis	9559 HIGHWAY 5 STE 1	Douglasville, GA 30135-1573	(678) 391-0993	(678) 391-0977	13	11-2807
Kennestone Dialysis	200 COBB PKWY N STE 318	Marietta, GA 30062-3558	(678) 797-1110	(678) 797-1176	20	11-2810
Pooler Dialysis	54 TRADERS WAY	Pooler, GA 31322-4158	(912) 748-1018	(912) 748-4187	16	11-2811
Shamrock Dialysis	1016 CLAXTON DAIRY RD STE 1A	Dublin, GA 31021-7971	(478) 275-4200	(478) 275-4225	16	11-2813
Peachtree City Dialysis	2830 W HWY 54 BLDG 100 STE J AN	Peachtree City, GA 30269-1026	(678) 364-9165	(678) 364-9823	16	11-2815
Georgia Dialysis for Adolescents and Pediatrics	4434 HUGH HOWELL RD	Tucker, GA 30084-4905	(770) 491-7187	(770) 491-7192	16	11-2816
Satilla River Dialysis	308 CARSWELL AVE	Waycross, GA 31501-4762	(912) 285-1663	(912) 285-3078	16	11-2817
North Atlanta Home Training	5775 PEACHTREE DUNWOODY RD S	Atlanta, GA 30342-1556	(404) 250-0925	(404) 250-9933	5	11-2820
Classic City Dialysis	1686 PRINCE AVE	Athens, GA 30606-6021	(706) 850-7400	(706) 850-7404	20	11-2821
Andover Dialysis	488 S MAIN ST	Andover, OH 44003-9602	(440) 293-6028	(440) 293-6219	14	36-2694
Colonial Springs Dialysis	2840 EAST WEST CONNECTOR STE	Austell, GA 30106-6852	(770) 222-2236	(770) 222-4907	17	11-2829
Magnolia Oaks Dialysis	2377 HWY 196 W	Hinesville, GA 31313-8036	(912) 368-2710	(912) 368-2714	20	11-2831
North Carrollton Dialysis	195 PARKWOOD CIR	Carrollton, GA 30117-8756	(770) 832-8959	(770) 832-8796	12	11-2840
McAfee Dialysis	1987 CANDLER RD STE C	Decatur, GA 30032-4212	(404) 284-8596	(404) 284-8595	20	11-2841
Darien Dialysis	5873 HIGHWAY 17 NORTH	Darien, GA 31305-4015	(912) 289-3234	(912) 289-3235	8	11-2848
Buckhead Home Training	1575 NORTHSIDE DR NW STE 355	Atlanta, GA 30318-4210	(404) 352-1870	(404) 352-3107	4	11-2851
Sunrise on Central Dialysis	540 CENTRAL AVE SW	Atlanta, GA 30312-2735	(404) 581-9314	(404) 681-4718	19	11-2852
Lake Hartwell Dialysis	1065 E FRANKLIN ST	Hartwell, GA 30643-2205	(470) 407-7348	(470) 407-7349	12	11-2854
McDuffie Dialysis	621 MCNEIL CIRCLE	Thomson, GA 30824-8060	(706) 595-3054	(706) 595-3907	17	11-2855
Valdosta Home Training	401 NORTHSIDE DR STE A	Valdosta, GA 31602-1872	(229) 247-9286	(229) 247-9190	3	11-2857
Troup County Dialysis	140 GLENN BASS RD	La Grange, GA 30240-5809	(706) 882-0193	(706) 882-1895	33	11-2858
Savannah Gateway Dialysis	5973 OGEECHEE RD	Savannah, GA 31419-8901	(912) 925-1920	(912) 925-2935	17	11-2859
Walton County Dialysis	225 PLAZA DR	Monroe, GA 30655-3184	(770) 207-6942	(770) 267-6811	12	11-2863
Turner Hill Dialysis	7301 STONECREST CONCOURSE ST	Lithonia, GA 30038-6902	(770) 484-8475	(770) 484-8916	20	11-2866
West Hiram Dialysis	76 HIGHLAND PAVILION CT STE 125	Hiram, GA 30141-3170	(678) 384-1180	(678) 384-0662	17	11-2867
Columbus Home Training	1200 BROOKSTONE CENTRE PKWY	Columbus, GA 31904-2934	(706) 322-2935	(706) 317-4862	4	11-2869
McFarland Dialysis	6225 ATLANTA HWY STE 117	Alpharetta, GA 30004-8799	(770) 569-1275	(770) 475-1932	17	11-2870
Ellijay Home Training	449 INDUSTRIAL BLVD STE 245	Ellijay, GA 30540-3772	(706) 276-6040	(706) 276-6041	0	11-2872
Old National Dialysis	5615 OLD NATIONAL HWY STE A	College Park, GA 30349-3817	(404) 762-9243	(404) 762-5304	17	11-2875
Victory Dialysis	2401 SHELBY ST	Columbus, GA 31903-3360	(706) 682-5327	(706) 682-6059	12	11-2876
Tri County Dialysis	2540 FLAT SHOALS RD	Atlanta, GA 30349-4314	(770) 991-6479	(770) 991-5206	17	11-2877
South Fulton Home Training	1275 E CLEVELAND AVE 1ST FLR	East Point, GA 30344-3433	(404) 305-9080	(404) 305-9084	3	11-2880

Meriwether Greenville Dialysis	4130 WHITE HOUSE PKWY	Warm Springs, GA 31830-2214	(706) 655-3642	(706) 655-3754	11	11-2881
Newton County Dialysis	10132 CARLIN DR	Covington, GA 30014-3651	(770) 385-8008	(770) 385-7287	17	11-2883
Sumter County Dialysis	1432 E FORSYTH ST	Americus, GA 31709-3808	(229) 924-9709	(229) 924-6002	12	11-2885
Savannah Riverside Dialysis	540 E OGLETHORPE AVE	Savannah, GA 31401-4121	(912) 236-3053	(912) 238-1024	16	11-2891
Locust Grove Dialysis	521 STANLEY K TANGER BLVD	Locust Grove, GA 30248-2591	(770) 914-1432	(770) 957-7565	12	11-2892
Rainbow Dialysis-Lahaina	305 KEAWE ST STE 503	Lahaina, HI 96761-2734	(808) 661-8372	(808) 661-9484	6	12-2528
Nampa Dialysis Center	846 PARKCENTRE WAY	Nampa, ID 83651-1790	(208) 467-5180	(208) 467-4475	15	13-2501
Table Rock Dialysis Center	5610 W GAGE ST STE B	Boise, ID 83706-1332	(208) 658-8111	(208) 658-8127	25	13-2502
Burley Dialysis Center	741 N OVERLAND AVE	Burley, ID 83318-3440	(208) 677-5483	(208) 677-5498	12	13-2503
Twin Falls Dialysis Center	582 POLE LINE RD	Twin Falls, ID 83301-3042	(208) 733-2006	(208) 733-2051	24	13-2505
Treasure Valley Dialysis Center	3045 E ST LUKES ST STE 105	Meridian, ID 83642-3507	(208) 887-2174	(208) 887-9437	17	13-2513
Caldwell Dialysis Center	4716 BEACON LN	Caldwell, ID 83605-4834	(208) 454-8260	(208) 454-8204	12	13-2518
Moscow Dialysis Center	212 RODEO DR STE 110	Moscow, ID 83843-9791	(208) 882-5925	(208) 882-5926	8	13-2521
Syringa Home Training	1070 N CURTIS RD STE 125	Boise, ID 83706-1249	(208) 375-4027	(208) 375-4239	0	13-2532
Fruitland Dialysis	815 NW 13TH ST	Fruitland, ID 83619-2316	(208) 764-1487	(208) 764-1488	12	13-2533
Loop Renal Center	1101 S CANAL ST	Chicago, IL 60607-4901	(312) 341-2543	(312) 341-9498	28	14-2505
Evanston Renal Center	1922 DEMPSTER ST	Evanston, IL 60202-1016	(847) 869-5336	(847) 869-5313	22	14-2511
Metro East Dialysis	5105 W MAIN ST	Belleville, IL 62226-4728	(618) 233-9018	(618) 233-5647	36	14-2527
Lincoln Park Dialysis	2484 N ELSTON AVE	Chicago, IL 60647-2002	(773) 278-4403	(773) 489-6986	25	14-2528
Emerald Dialysis	710 W 43RD ST	Chicago, IL 60609-3435	(773) 843-5668	(773) 523-8225	24	14-2529
Logan Square Dialysis	2838 N KIMBALL AVE	Chicago, IL 60618-7524	(773) 342-3738	(773) 342-8186	28	14-2534
Granite City Dialysis Center	9 AMERICAN VLG	Granite City, IL 62040-3706	(618) 452-5858	(618) 452-6868	20	14-2537
Mount Vernon Dialysis	4102 N WATER TOWER PL	Mount Vernon, IL 62864-6583	(618) 244-3407	(618) 242-6137	16	14-2541
South Holland Renal Center	16110 LA SALLE ST	South Holland, IL 60473-1299	(708) 331-7697	(708) 331-7698	27	14-2544
Olympia Fields Dialysis Center	4557 LINCOLN HWY STE B	Matteson, IL 60443-2385	(708) 503-1112	(708) 503-1116	24	14-2548
Lake County Dialysis Services	565 LAKEVIEW PKWY STE 176	Vernon Hills, IL 60061-1822	(847) 918-0592	(847) 549-1281	18	14-2552
Sun Health Dialysis	2121 ONEIDA ST STE 104	Joliet, IL 60435-6546	(815) 725-7886	(815) 725-7876	17	14-2553
Skyline Home Dialysis	7009 W BELMONT AVE	Chicago, IL 60634-4533	(773) 637-7303	(773) 637-7343	0	14-2560
Sauget Dialysis	2061 GOOSE LAKE RD	Sauget, IL 62206-2822	(618) 332-7801	(618) 332-7815	24	14-2561
Waukegan Home Training	3350 GRAND AVE STE 101	Waukegan, IL 60085-2206	(847) 599-6057	(847) 599-9052	0	14-2567
Country Hills Dialysis	4215 W 167TH ST	Country Club Hills, IL 60478-2017	(708) 206-1845	(708) 957-7521	24	14-2575
Waukegan Renal Center	3350 GRAND AVE STE 100	Waukegan, IL 60085-2206	(847) 782-0640	(847) 599-9563	24	14-2577
Effingham Dialysis	904 MEDICAL PARK DR STE 1	Effingham, IL 62401-2193	(217) 342-9558	(217) 342-1049	16	14-2580
Jacksonville Dialysis	1515 W WALNUT ST	Jacksonville, IL 62650-1150	(217) 243-3042	(217) 243-1365	14	14-2581
Lincoln Dialysis	2100 5TH ST	Lincoln, IL 62656-9115	(217) 732-6798	(217) 732-7076	14	14-2582
Litchfield Dialysis	915 ST FRANCIS WAY	Litchfield, IL 62056-1775	(217) 324-2200	(217) 324-2077	12	14-2583
Macon County Dialysis	1090 W MCKINLEY AVE	Decatur, IL 62526-3208	(217) 877-9351	(217) 877-2137	23	14-2584
Mattoon Dialysis	6051 DEVELOPMENT DR	Charleston, IL 61920-9467	(217) 345-2550	(217) 345-5770	18	14-2585
Springfield Central Dialysis	600 N GRAND AVE W	Springfield, IL 62702-2538	(217) 528-0556	(217) 528-4065	24	14-2586
Taylorville Dialysis	901 W SPRESSER ST	Taylorville, IL 62568-1831	(217) 824-5460	(217) 824-5967	12	14-2587
Springfield Montvale Dialysis	2930 MONTVALE DR STE A	Springfield, IL 62704-5376	(217) 793-2781	(217) 793-2845	17	14-2590
Carpentersville Dialysis	2203 RANDALL RD	Carpentersville, IL 60110-3355	(847) 426-6456	(847) 426-4795	13	14-2598
Decatur East Wood Dialysis	794 E WOOD ST	Decatur, IL 62523-1155	(217) 425-6403	(217) 425-8724	18	14-2599
TRC Children's Dialysis Center	1333 N KINGSBURY ST STE 100	Chicago, IL 60642-2687	(312) 642-2631	(312) 642-2695	8	14-2604
Benton Dialysis	1151 ROUTE 14 W	Benton, IL 62812-1500	(618) 435-4850	(618) 435-4852	13	14-2608
Centralia Dialysis	1231 STATE ROUTE 161	Centralia, IL 62801-6739	(618) 533-2535	(618) 533-3911	14	14-2609
Stonecrest Dialysis	1302 E STATE ST	Rockford, IL 61104-2228	(815) 968-5794	(815) 968-8669	12	14-2615
Alton Dialysis	309 HOMER ADAMS PKWY	Alton, IL 62002-5929	(618) 462-0186	(618) 462-0213	18	14-2619
Rushville Dialysis	112 SULLIVAN DRIVE	Rushville, IL 62681-1293	(217) 322-2652	(217) 322-4893	8	14-2620
Hazel Crest Renal Center	3470 W 183RD ST	Hazel Crest, IL 60429-2428	(708) 799-3101	(708) 799-3320	20	14-2622
Arlington Heights Renal Center	17 W GOLF RD	Arlington Heights, IL 60005-3905	(847) 437-2188	(847) 437-1891	20	14-2628
Illini Renal Dialysis	1004 W ANTHONY DR	Champaign, IL 61821-1205	(217) 355-7020	(217) 355-7313	24	14-2633
Maryville Dialysis	2102 VADALABENE DR STE 1	Maryville, IL 62062-5632	(618) 288-1196	(618) 288-1294	16	14-2634
Chicago Heights Dialysis	177 W JOE ORR RD STE B	Chicago Heights, IL 60411-1733	(708) 755-9000	(708) 755-9017	16	14-2635
Jerseyville Dialysis	917 S STATE ST	Jerseyville, IL 62052-2344	(618) 498-9532	(618) 498-1012	17	14-2636
Beverly Dialysis	8109 SOUTH WESTERN AVE	Chicago, IL 60620-5939	(773) 778-0173	(773) 778-0193	16	14-2638
Sycamore Dialysis	2200 GATEWAY DR	Sycamore, IL 60178-3113	(815) 758-0205	(815) 758-0244	14	14-2639
Churchview Dialysis	417 WARE AVE	Rockford, IL 61107-6413	(815) 397-4123	(815) 397-3059	24	14-2640
Marengo City Dialysis	910 GREENLEE ST STE B	Marengo, IL 60152-8200	(815) 568-5800	(815) 568-5900	13	14-2643
Rockford Dialysis	3339 N ROCKTON AVE	Rockford, IL 61103-2839	(815) 636-4493	(815) 637-4814	22	14-2647
Whiteside Dialysis	4406 E LINCOLNWAY	Sterling, IL 61081-9749	(815) 535-0447	(815) 535-9474	16	14-2648
Montclare Dialysis Center	7009 W BELMONT AVE	Chicago, IL 60634-4533	(773) 889-6051	(773) 889-6030	16	14-2649
Buffalo Grove Dialysis	1291 W DUNDEE RD	Buffalo Grove, IL 60089-4009	(847) 253-9400	(847) 253-9484	16	14-2650
Dixon Kidney Center	1131 N GALENA AVE	Dixon, IL 61021-1015	(815) 284-0595	(815) 284-0547	13	14-2651
Schaumburg Renal Center	1156 S ROSELLE RD	Schaumburg, IL 60193-4072	(847) 524-4310	(847) 524-4311	22	14-2654
Mt. Greenwood Dialysis	3401 W 111TH ST	Chicago, IL 60655-3329	(773) 445-0558	(773) 445-0829	16	14-2660
Stony Creek Dialysis	6246 W 95TH ST	Oak Lawn, IL 60453-2702	(708) 233-9027	(708) 233-9429	16	14-2661
Roxbury Dialysis Center	622 ROXBURY RD	Rockford, IL 61107-5089	(815) 397-0713	(815) 397-0796	16	14-2665
Lake Villa Dialysis	37809 N IL ROUTE 59	Lake Villa, IL 60046-7332	(847) 245-4872	(847) 245-4873	12	14-2666
Little Village Dialysis	2335 W CERMAK RD	Chicago, IL 60608-3811	(773) 523-2939	(773) 523-3797	16	14-2668
Manteno Dialysis	1 E DIVISION ST	Manteno, IL 60950-1507	(815) 468-8944	(815) 468-8993	15	14-2671
Olney Dialysis Center	117 N BOONE ST	Olney, IL 62450-2109	(618) 393-4234	(618) 393-4614	8	14-2674
Kankakee County Dialysis	581 WILLIAM R LATHAM SR DR STE	Bourbonnais, IL 60914-2439	(815) 936-3088	(815) 936-3756	16	14-2685
Maryville Home Dialysis	2102 VADALABENE DR STE B	Maryville, IL 62062-5632	(618) 288-1521	(618) 288-1759	0	14-2686
Edens Home Dialysis	8950 GROSS POINT RD STE 300	Skokie, IL 60077-1860	(847) 966-8043	(847) 966-8087	0	14-2687
Wayne County Dialysis	303 NW 11TH ST STE 1	Fairfield, IL 62837-1203	(618) 842-7204	(618) 842-7279	8	14-2688
Vandalia Dialysis	301 MATTES AVE	Vandalia, IL 62471-2061	(618) 283-1366	(618) 283-1390	8	14-2693
Woodridge Home Dialysis	7425 JANES AVE STE 103	Woodridge, IL 60517-2335	(630) 968-0081	(630) 968-0129	0	14-2696
Harvey Dialysis	16641 S HALSTED ST STE A	Harvey, IL 60426-6112	(708) 210-9500	(708) 210-9510	18	14-2698
Edwardsville Dialysis	235 S BUCHANAN ST	Edwardsville, IL 62025-2108	(618) 692-9217	(618) 692-9439	8	14-2701
Pittsfield Dialysis	640 W WASHINGTON ST	Pittsfield, IL 62363-1350	(217) 285-2780	(217) 285-4549	5	14-2708
Adams County Dialysis	436 N 10TH ST	Quincy, IL 62301-2601	(217) 223-7913	(217) 223-1369	19	14-2711
Big Oaks Dialysis	5623 W TOUHY AVE	Niles, IL 60714-4019	(847) 647-3140	(847) 647-5006	12	14-2712
Robinson Dialysis	1215 N ALLEN ST STE B	Robinson, IL 62454-1100	(618) 544-7092	(618) 544-7370	9	14-2714
Cobblestone Dialysis	836 DUNDEE AVE STE A	Elgin, IL 60120-3068	(847) 888-9386	(847) 888-9394	16	14-2715
Crystal Springs Dialysis	720 COG CIRCLE STE A	Crystal Lake, IL 60014-7301	(815) 459-4945	(815) 459-4836	16	14-2716
Kenwood Dialysis	4259 S COTTAGE GROVE AVE STE 1	Chicago, IL 60653-2929	(773) 285-3621	(773) 924-5670	32	14-2717
Stony Island Dialysis	8725 S STONY ISLAND AVE	Chicago, IL 60617-2709	(773) 221-7320	(773) 221-7410	32	14-2718
West Lawn Dialysis	7000 S PULASKI RD	Chicago, IL 60629-5842	(773) 284-5324	(773) 284-5616	12	14-2719
Kenwood Home Training	4259 S COTTAGE GROVE AVE STE 2	Chicago, IL 60653-2929	(773) 924-5948	(773) 924-6061	0	14-2720
Woodlawn Dialysis	5060 S STATE ST	Chicago, IL 60609-5328	(773) 285-1840	(773) 285-3485	32	14-2721
Grand Crossing Dialysis	7319 S COTTAGE GROVE AVE	Chicago, IL 60619-1909	(773) 783-3491	(773) 783-6046	12	14-2728
Palos Park Dialysis	13155 S LA GRANGE RD	Orland Park, IL 60462-1162	(708) 923-0928	(708) 923-0945	12	14-2732
Springfield South Dialysis	2930 S 6TH ST	Springfield, IL 62703-5944	(217) 528-1745	(217) 528-8972	12	14-2733
Danville Home Training	3 POLAND RD	Danville, IL 61834-7463	(217) 446-0583	(217) 442-0796	0	14-2734
Barrington Creek Dialysis	28160 W NORTHWEST HWY	Lake Barrington, IL 60010-2324	(847) 381-1325	(847) 381-1793	12	14-2736
Morris Dialysis	1551 CREEK DR	Morris, IL 60450-6857	(815) 416-0475	(815) 416-0547	9	14-2740
Renal Center New Lenox	1890 SILVER CROSS BVLD PAVILION	New Lenox, IL 60451-9528	(815) 320-3049	(815) 320-3241	19	14-2741
Renal Center West Joliet	1051 ESSINGTON RD STE 160	Joliet, IL 60435-2893	(815) 725-3275	(815) 725-3833	29	14-2742
Glen Dialysis	2601 COMPASS RD STE 145	Glenview, IL 60026-8089	(847) 657-7574	(847) 657-8022	16	14-2746
Driftwood Dialysis	1808 S WEST AVE	Freeport, IL 61032-6712	(815) 232-0295	(815) 232-1635	12	14-2747
Crimson Ridge Home Training	2540 HAUSER ROSS DR STE 200	Sycamore, IL 60178-3171	(815) 748-3508	(815) 748-3825	0	14-2748
Shiloh Dialysis	1095 N GREEN MOUNT RD	Belleville, IL 62221-3303	(618) 628-1108	(618) 628-1459	16	14-2753
Silverbridge Home Training	2410 ALFT LN STE 101	Elgin, IL 60124-8090	(847) 289-5628	(847) 695-3764	0	14-2757
Moline Home Training	4650 38TH AVE	Moline, IL 61265-6706	(309) 736-4260	(309) 736-4296	2	14-2762
Timber Creek Dialysis	1001 S ANNIE GLIDDEN RD	Dekalb, IL 60115-8250	(815) 748-3074	(815) 748-3148	12	14-2763

Tazewell County Dialysis	1021 COURT ST STE A	Pekin, IL 61554-4817	(309) 478-1000	(309) 346-1369	8	14-2767
Lawndale Dialysis	3934 W 24TH ST	Chicago, IL 60623-3371	(773) 277-0578	(773) 542-1381	16	14-2768
Red Bud Dialysis	1500 E MARKET ST LOT 4	Red Bud, IL 62278-2143	(618) 282-3444	(618) 282-3578	8	14-2772
Flossmoor Home Dialysis	19720 GOVERNORS HWY STE 2	Flossmoor, IL 60422-2075	(708) 799-7239	(708) 799-1252	4	14-2775
Joliet Home Dialysis	368 S WEBER RD	Romeoville, IL 60446-6521	(815) 254-6657	(815) 254-6648	0	14-2776
Garfield Kidney Center	414 N HOMAN AVE	Chicago, IL 60624-1646	(773) 265-0750	(773) 826-6429	24	14-2777
West Side Dialysis	1600 W 13TH ST STE 3	Chicago, IL 60608-1306	(312) 243-9286	(312) 733-2466	12	14-2783
New Lenox Home Training	1890 SILVER CROSS BLVD STE 465	New Lenox, IL 60451-9545	(815) 462-4258	(815) 462-4290	3	14-2785
Chicago Ridge Dialysis	10511 S HARLEM AVE	Chicago Ridge, IL 60415-1291	(708) 361-2863	(708) 361-2954	16	14-2793
Matteson Home Training	4747 LINCOLN MALL DR STE 225	Matteson, IL 60443-3822	(708) 679-1050	(708) 679-1088	0	14-2805
Machesney Park Dialysis	7170 N PERRYVILLE RD	Machesney Park, IL 61115-7700	(815) 885-8132	(815) 885-8178	12	14-2806
Salem Home Training	1201 RICKER RD	Salem, IL 62881-4263	(618) 740-0778	(618) 740-0779	0	14-2807
Alsip Home Training	11500 S PULASKI RD	Alsip, IL 60803-1610	(708) 385-7145	(708) 385-7487	4	14-2808
Tinley Park Dialysis	16767 80TH AVE	Tinley Park, IL 60477-2361	(708) 429-4738	(708) 429-4984	14	14-2810
Northside Home Training	2550 W ADDISON ST STE A4	Chicago, IL 60618-5939	(773) 281-2217	(773) 549-2580	0	14-2811
Vermilion County Dialysis	26 E WEST NEWELL RD	Danville, IL 61834-7488	(217) 431-1470	(217) 431-1753	12	14-2812
Montgomery County Dialysis	1822 SENATOR MILLER DR	Hillsboro, IL 62049-2401	(217) 532-3000	(217) 532-3009	8	14-2813
Calumet City	1200 SIBLEY BLVD	Calumet City, IL 60409-2327	(708) 862-6454	(708) 862-6540	16	14-2817
O'Fallon Dialysis	1941 FRANK SCOTT PKWY E STE B	Shiloh, IL 62269-7387	(618) 622-0592	(618) 622-0650	12	14-2818
Collinsville Dialysis	101 LANTER CT STE 109-111	Collinsville, IL 62234-6124	(618) 344-2016	(618) 344-2102	8	14-2822
Forest City Dialysis	198 N SPRINGFIELD AVE	Rockford, IL 61101-5086	(815) 962-8914	(815) 962-8952	12	14-2825
Huntley Dialysis	10370 HALIGUS RD STE 100	Huntley, IL 60142-9582	(847) 669-8145	(847) 669-8165	12	14-2828
Park Manor Dialysis	9505 S COLFAX AVE	Chicago, IL 60617-4976	(773) 978-5446	(773) 978-5549	16	14-2831
Washington Heights Dialysis	10620 S HALSTED ST	Chicago, IL 60628-2310	(773) 779-8149	(773) 779-8195	16	14-2835
Foxpoint Dialysis	1300 SCHAEFER RD STE J	Granite City, IL 62040-6859	(618) 451-8730	(618) 451-8738	12	14-2838
Irving Park Dialysis	4323 N PULASKI RD	Chicago, IL 60641-2155	(773) 279-8714	(773) 279-8624	14	14-2840
Owen Center Home Training	3927 W RIVERSIDE BLVD	Rockford, IL 61101-9507	(815) 963-8010	(815) 963-7921	0	14-2842
Edgemont Dialysis	8 VIEUX CARRE DR	East Saint Louis, IL 62203-1923	(618) 398-3809	(618) 398-3881	12	14-2847
Downers Grove Home Training	3050 FINLEY RD STE 300 A	Downers Grove, IL 60515-1370	(630) 968-2099	(630) 968-2417	0	14-2849
Kankakee River Dialysis	455 W COURT ST STE 100	Kankakee, IL 60901-3692	(815) 932-5169	(815) 932-5189	24	14-2850
Norwood Park Dialysis	7435 W TALCOTT AVE STE 101	Chicago, IL 60631-3707	(773) 763-7180	(773) 763-7199	14	14-2851
Ford City Dialysis	8159 S CICERO AVE	Chicago, IL 60652-2017	(773) 735-8820	(773) 585-5536	12	14-2854
Salt Creek Dialysis	196 WEST NORTH AVE	Villa Park, IL 60181-1226	(630) 279-3350	(630) 279-3378	12	14-2855
Brickyard Dialysis	2640 N NARRAGANSETT AVE STE D	Chicago, IL 60639-1096	(773) 622-6345	(773) 622-6470	12	14-2857
Geneva Crossing Dialysis	546 S SCHMALE RD	Carol Stream, IL 60188-2419	(630) 260-4086	(630) 260-4116	12	14-2858
Brighton Park Dialysis	4737 S CALIFORNIA AVE	Chicago, IL 60632-2015	(773) 523-2441	(773) 523-2468	16	14-2860
Oak Meadows Dialysis	5020 W 95TH ST	Oak Lawn, IL 60453-2402	(708) 229-0778	(708) 425-2916	12	14-2863
Beach Park Dialysis	3119 N LEWIS AVE	Waukegan, IL 60087-2254	(847) 782-8250	(847) 782-8772	12	14-2864
Northgrove Dialysis	2491 INDUSTRIAL DR STE 200	Highland, IL 62249-1355	(618) 651-1393	(618) 651-1389	12	14-2866
Melrose Park Dialysis	1985 N MANNHEIM RD	Melrose Park, IL 60160-1012	(708) 343-4862	(708) 343-4869	12	14-2867
Rutgers Park Dialysis	8604 WOODWARD AVE	Woodridge, IL 60517-3171	(331) 260-9226	(331) 260-9244	12	14-2869
Marshall Square Dialysis	2950 W 26TH ST	Chicago, IL 60623-4128	(773) 916-4807	(773) 916-4825	12	14-2871
Ogden Dialysis	6001 W OGDEN AVE	Cicero, IL 60804-3739	(708) 683-2946	(708) 683-2965	12	14-2872
Belvidere Dialysis	1751 HENRY LUCKOW LN	Belvidere, IL 61008-1702	(815) 544-0311	(815) 544-9292	12	142795
Lawrenceburg Dialysis Center	721 RUDOLPH WAY	Greendale, IN 47025-8378	(812) 537-4240	(812) 537-4671	16	15-2511
Marion County Dialysis	3834 S EMERSON AVE BLDG B	Indianapolis, IN 46203-5902	(317) 787-3171	(317) 786-8319	24	15-2512
Comprehensive Renal Care - Gary	4802 BROADWAY	Gary, IN 46408-4509	(219) 887-1199	(219) 887-1605	40	15-2521
Comprehensive Renal Care-Hammond	222 DOUGLAS ST	Hammond, IN 46320-1960	(219) 932-1199	(219) 932-2393	32	15-2522
Jasper Dialysis	671 3RD AVE STE A	Jasper, IN 47546-3653	(812) 482-1791	(812) 482-1865	20	15-2523
Comprehensive Renal Care - Valparaiso	606 LINCOLNWAY	Valparaiso, IN 46383-5728	(219) 531-1299	(219) 531-1094	22	15-2527
North Evansville Dialysis	1151 W BUENA VISTA RD	Evansville, IN 47710-3334	(812) 401-0140	(812) 401-0151	24	15-2536
Quad Counties Dialysis	528 N GRANDSTAFF DR	Auburn, IN 46706-1660	(260) 927-0100	(260) 927-1196	9	15-2539
Blue River Valley Renal Center	2309 S MILLER ST SUITE 100	Shelbyville, IN 46176-9350	(317) 398-0486	(317) 398-0493	12	15-2545
Comprehensive Renal Care - Michigan City	9836 WEST 400 NORTH	Michigan City, IN 46360-2910	(219) 878-1989	(219) 878-9569	16	15-2546
Comprehensive Renal Care - Munster	9100 CALUMET AVE	Munster, IN 46321-2806	(219) 836-1299	(219) 836-9447	24	15-2549
Comprehensive Renal Care - East Chicago	4320 FIR ST UNIT 404	East Chicago, IN 46312-3078	(219) 397-1199	(219) 397-1625	12	15-2561
Daviess County Dialysis	310 NE 14TH ST	Washington, IN 47501-2137	(812) 254-9950	(812) 254-9960	14	15-2568
East Evansville Dialysis	1312 PROFESSIONAL BLVD	Evansville, IN 47714-8007	(812) 491-6300	(812) 401-7554	25	15-2569
Tell City Dialysis Center	1602 MAIN ST	Tell City, IN 47586-1310	(812) 547-1140	(812) 547-1150	12	15-2574
Merrillville Dialysis	9223 TAFT ST	Merrillville, IN 46410-6911	(219) 793-9035	(219) 793-9171	16	15-2581
Vincennes Dialysis	700 WILLOW ST STE 101	Vincennes, IN 47591-1029	(812) 882-0546	(812) 882-0938	20	15-2592
Westview Dialysis	3749 COMMERCIAL DR LAFAYETTE	Indianapolis, IN 46222-1676	(317) 299-4693	(317) 299-5461	17	15-2596
Lafayette Home Dialysis	2 EXECUTIVE DR STE B	Lafayette, IN 47905-4878	(765) 446-0603	(765) 446-3755	0	15-2597
Greensburg Dialysis	1531 N COMMERCE EAST DR STE 6	Greensburg, IN 47240-3259	(812) 662-6570	(812) 662-6572	9	15-2615
Indy South Dialysis	972 EMERSON PKWY STE E	Greenwood, IN 46143-6202	(317) 881-0641	(317) 881-5451	12	15-2616
Corydon Dialysis Center	1937 OLD HWY 135 NW	Corydon, IN 47112-2013	(812) 738-5200	(812) 738-4935	12	15-2619
Carmel Dialysis	180 E CARMEL DR	Carmel, IN 46032-2633	(317) 575-8916	(317) 575-9136	12	15-2620
Kendallville Renal Center	602 N SAWYER RD	Kendallville, IN 46755- 2566	(260) 599-0423	(260) 599-0447	20	15-2625
Chesterton Dialysis	711 PLAZA DR STE 6	Chesterton, IN 46304-5506	(219) 926-6049	(219) 929-9201	12	15-2628
Princeton Dialysis	2227 SHERMAN DR	Princeton, IN 47670-1062	(812) 385-2906	(812) 385-3293	12	15-2629
Portage Dialysis	5823 US HIGHWAY 6	Portage, IN 46368-4851	(219) 764-0564	(219) 764-0809	16	15-2630
North Vernon Dialysis	2340 N STATE HWY 7	North Vernon, IN 47265-7183	(812) 352-8150	(812) 352-8204	10	15-2636
Plainfield Renal Center	8110 NETWORK DR	Plainfield, IN 46168-9024	(317) 838-8089	(317) 838-9062	24	15-2637
Hoosier Hills Dialysis	143 S KINGSTON DR	Bloomington, IN 47408-6342	(812) 333-1697	(812) 333-1945	12	15-2642
Newburgh Dialysis	4311 HIGHWAY 261 STE A	Newburgh, IN 47630-2653	(812) 853-2010	(812) 853-3601	16	15-2644
Avon Dialysis	9210 ROCKVILLE RD STE D	Indianapolis, IN 46234-2670	(317) 209-2544	(317) 209-2741	12	15-2645
Scottsburg Dialysis	1619 W MCCLAIN AVE	Scottsburg, IN 47170-1161	(812) 752-5249	(812) 752-6313	8	15-2646
Fort Wayne South Dialysis	302 E PETTIT AVE	Fort Wayne, IN 46806-3007	(260) 456-0451	(260) 458-9269	20	15-2647
Fort Wayne West Dialysis	4916 ILLINOIS RD STE 118	Fort Wayne, IN 46804-5116	(260) 434-0483	(260) 435-1527	12	15-2648
Appleseed Dialysis	1833 MAGNAVOX WAY	Fort Wayne, IN 46804-1539	(260) 432-1036	(260) 432-2085	4	15-2649
Jeffersonville Dialysis	365 QUARTERMASTER CT	Jeffersonville, IN 47130-3670	(812) 288-2296	(812) 288-4153	12	15-2651
Paoli Dialysis	555 WEST LONGEST ST	Paoli, IN 47454-9670	(812) 723-3571	(812) 723-4823	12	15-2652
Summit City Dialysis	3233 E COLISEUM BLVD	Fort Wayne, IN 46805-1561	(260) 373-1599	(260) 373-1555	24	15-2653
Mishawaka Dialysis	1420 TRINITY PL	Mishawaka, IN 46545-5005	(574) 231-7204	(574) 231-7205	16	15-2655
Brownsburg Dialysis	124 E NORTHFIELD DR STE N	Brownsburg, IN 46112-2601	(317) 858-3561	(317) 858-4967	10	15-2656
Eagle Highlands Dialysis	6925 SHORE TER	Indianapolis, IN 46254-4675	(317) 295-0423	(317) 295-0245	16	15-2658
South Bend West Dialysis	5660 NIMTZ PKWY	South Bend, IN 46628-6205	(574) 231-7570	(574) 231-7571	12	15-2659
Indy East Dialysis	1208 N ARLINGTON AVE	Indianapolis, IN 46219-3203	(317) 353-6315	(317) 353-6358	16	15-2661
Vincennes Home Dialysis	700 WILLOW ST STE 102	Vincennes, IN 47591-1029	(812) 886-9034	(812) 886-9036	0	15-2662
Elkhart Dialysis	1401 N MICHIGAN ST	Elkhart, IN 46514-2633	(574) 262-5295	(574) 262-8895	12	15-2664
Spring Street Dialysis	1601 SPRING ST	Jeffersonville, IN 47130-2903	(812) 284-2098	(812) 284-2680	13	15-2666
Irish Dialysis	4350 S IRONWOOD DR	South Bend, IN 46614-3073	(574) 299-4529	(574) 299-4737	20	15-2668
Three Rivers Dialysis	6721 OLD TRAIL RD STE 100	Fort Wayne, IN 46809-2655	(260) 478-8582	(260) 478-8566	12	15-2676
Whitewater Valley Dialysis	2302 CHESTER BLVD	Richmond, IN 47374-1221	(765) 935-5128	(765) 935-5749	12	15-2680
Eagles Dialysis	5301 PEARL DR STE 300	Evansville, IN 47712-8111	(812) 467-0161	(812) 467-0139	13	15-2682
Brazil Dialysis	115 S MURPHY AVE	Brazil, IN 47834-8396	(812) 442-8481	(812) 442-8490	9	15-2683
La Porte Dialysis	1406 E LINCOLNWAY STE A	La Porte, IN 46350-8047	(219) 324-3080	(219) 324-9528	12	15-2684
Sullivan Dialysis	2232 N HOSPITAL BLVD STE 1	Sullivan, IN 47882-7674	(812) 268-5593	(812) 268-5693	13	15-2685
University Dialysis of Indy	550 UNIVERSITY BLVD ROOM 1140	Indianapolis, IN 46202-5149	(317) 635-8729	(317) 635-9512	31	15-2686
Home Dialysis of Indianapolis	8803 N MERIDIAN ST STE 150	Indianapolis, IN 46260-5376	(317) 574-1798	(317) 574-1825	0	15-2687
Metro Point Dialysis	1218 N PENNSYLVANIA ST	Indianapolis, IN 46202-2411	(317) 686-0548	(317) 635-7559	16	15-2688
Terre Haute Dialysis	504 6TH AVE	Terre Haute, IN 47807-1025	(812) 231-8560	(812) 232-8501	13	15-2689
Freedom Dialysis	800 N MAIN ST	Evansville, IN 47711-5052	(812) 423-5368	(812) 423-5419	13	15-2690
Fall Creek Dialysis	3820 N COLLEGE AVE	Indianapolis, IN 46205-2755	(317) 926-5125	(317) 926-4439	20	15-2694
Whiting Dialysis	816 119TH ST	Whiting, IN 46394-1401	(219) 473-0712	(219) 473-0931	9	15-2698
Speedway Dialysis	2636 W MICHIGAN ST	Indianapolis, IN 46222-3727	(317) 423-0956	(317) 423-0868	13	15-2700

Batesville Dialysis Center	232 STATE ROAD 129 S	Batesville, IN 47006-7694	(812) 934-5666	(812) 934-5657	12	152507
Franklin Dialysis	1140 W JEFFERSON ST STE A	Franklin, IN 46131-2101	(317) 736-4304	(317) 736-5787	14	152603
Fort Wayne North Dialysis	415 E DUPONT RD	Fort Wayne, IN 46825-2051	(260) 637-0431	(260) 637-6641	12	152681
Central Des Moines Dialysis	1215 PLEASANT ST STE 106	Des Moines, IA 50309-1409	(515) 241-5715	(515) 241-5782	20	16-2501
West Des Moines Dialysis	6800 LAKE DR STE 185	West Des Moines, IA 50266-2544	(515) 221-2944	(515) 221-1903	10	16-2506
Creston Dialysis	1700 W TOWNLINE ST	Creston, IA 50801-1054	(641) 278-3009	(641) 278-3128	8	16-2514
Cedar Valley Dialysis	1661 W RIDGEWAY AVE	Waterloo, IA 50701-4541	(319) 226-6425	(319) 226-6421	24	16-2516
Renal Center of Storm Lake	1426 LAKE AVE	Storm Lake, IA 50588-1910	(712) 732-6900	(712) 732-6906	16	16-2518
Atlantic Dialysis	1500 E 10TH ST	Atlantic, IA 50022-1935	(712) 243-7485	(712) 243-7486	6	16-2520
Newton Dialysis	204 N 4TH AVE E STE 134	Newton, IA 50208-3135	(641) 792-2600	(641) 792-2701	8	16-2523
West Union Dialysis	405 HIGHWAY 150 N	West Union, IA 52175-1003	(563) 422-5734	(563) 422-5830	16	16-2526
Shenandoah Dialysis	300 PERSHING AVE	Shenandoah, IA 51601-2355	(712) 246-5220	(712) 246-5226	12	16-2527
Harlan Dialysis	2802 12TH ST	Harlan, IA 51537-2303	(319) 472-7235	(319) 472-7236	8	16-2528
Riverpoint Dialysis Unit	501 SW 7TH ST STE B	Des Moines, IA 50309-4538	(515) 283-1300	(515) 283-1316	16	16-2529
East Des Moines Dialysis	1301 PENNSYLVANIA AVE STE 208	Des Moines, IA 50316-2365	(515) 262-5995	(515) 262-8350	16	16-2533
Center Ridge Dialysis	38630 CENTER RIDGE RD	North Ridgeville, OH 44039-2837	(440) 327-2070	(440) 327-1563	14	36-2776
Council Bluffs Dialysis Center	300 W BROADWAY STE 150	Council Bluffs, IA 51503-9077	(712) 388-0261	(712) 388-0269	24	16-2539
Black Hawk Dialysis	3421 W 9TH ST	Waterloo, IA 50702-5401	(319) 272-8700	(319) 272-8695	18	16-2541
Cedar Valley Waverly Dialysis	220 10th ST SW	Waverly, IA 50677-2930	(319) 352-8019	(319) 352-8032	16	16-2542
Buchanan County Dialysis	1600 1ST ST E	Independence, IA 50644-3155	(319) 334-7437	(319) 334-7414	12	16-2544
Iowa Falls Mary Greeley Dialysis	701 WASHINGTON AVE STE E	Iowa Falls, IA 50126-2109	(641) 648-5241	(641) 648-3628	8	16-2547
Marshalltown Mary Greeley Dialysis	3120 S 2ND ST	Marshalltown, IA 50158-4614	(641) 752-1819	(641) 752-4836	24	16-2548
Ames Mary Greeley Dialysis	2322 E 13TH ST	Ames, IA 50010-5669	(515) 239-6800	(515) 233-8151	16	16-2549
Renal Center of Fort Dodge	117 S 25TH ST	Fort Dodge, IA 50501-4357	(515) 206-6583	(515) 206-6606	16	16-2550
Cedar Rapids Dialysis	5945 COUNCIL ST NE	Cedar Rapids, IA 52402-5858	(319) 294-7088	(319) 294-4196	12	16-2552
Green Country Dialysis	5250 UTICA RIDGE RD	Davenport, IA 52807-3872	(563) 355-7913	(563) 355-4007	12	16-2554
Ankeny Dialysis	2625 N ANKENY BLVD	Ankeny, IA 50023-4704	(515) 963-3174	(515) 964-3620	12	16-2557
Five Seasons Dialysis	1002 4TH AVE SE STE A	Cedar Rapids, IA 52403-2425	(319) 363-1538	(319) 364-0982	16	16-2558
EA Motto Dialysis	1228 E RUSHOLME ST STE 1000	Davenport, IA 52803-2467	(563) 322-0101	(563) 322-2092	24	16-2559
Ottumwa Dialysis	1005 PENNSYLVANIA AVE STE 101	Ottumwa, IA 52501-6408	(641) 682-1531	(641) 682-0794	12	16-2560
Sioux City Dialysis	5865 SUNNYBROOK DR	Sioux City, IA 51106-4203	(712) 274-8068	(712) 276-3877	12	16-2561
PELLA DIALYSIS	1117 HAZEL ST DIALYSIS UNIT	Pella, IA 50219-1338	(641) 628-8826	(641) 628-8830	9	16-2566
Windsor Heights Dialysis	1119 73RD ST	Windsor Heights, IA 50324-1313	(515) 274-9303	(515) 255-6418	12	16-2567
Hawkeye Dialysis	701 TAMA ST STE 150	Marion, IA 52302-4806	(319) 900-4702	(319) 900-4731	12	16-2570
Johnson County Dialysis	10453 W 84TH TER	Lenexa, KS 66214-1641	(913) 492-2044	(913) 492-2451	26	17-2501
Wichita Dialysis Center	909 N TOPEKA ST	Wichita, KS 67214-3620	(316) 263-9090	(316) 265-0842	23	17-2503
Topeka Dialysis	634 SW MULVANE ST STE 300	Topeka, KS 66606-1678	(785) 234-2277	(785) 234-2396	50	17-2508
Lenexa Dialysis	8630 HALSEY ST	Lenexa, KS 66215-2880	(913) 894-1100	(913) 894-6915	17	17-2509
Ottawa Dialysis	1320 S ASH ST STE 206	Ottawa, KS 66067-3413	(785) 242-5300	(785) 242-7615	12	17-2510
Independence Dialysis Center	801 W MYRTLE ST	Independence, KS 67301-3239	(620) 331-6117	(620) 331-6484	12	17-2511
Conyers Dialysis	1501 MILSTEAD RD NE	Conyers, GA 30012-3838	(770) 761-8097	(770) 761-8141	17	11-2828
East Wichita Dialysis Center	320 N HILLSIDE ST	Wichita, KS 67214-4918	(316) 684-3200	(316) 684-6298	24	17-2519
Wyandotte County Dialysis	5001 STATE AVE	Kansas City, KS 66102-3459	(913) 287-5724	(913) 596-1370	21	17-2523
Lawrence Dialysis	330 ARKANSAS ST STE 100	Lawrence, KS 66044-1394	(785) 843-2000	(785) 843-0574	15	17-2524
Renal Treatment Centers - Winfield	1315 E 4TH AVE	Winfield, KS 67156-2457	(620) 221-4100	(620) 221-2272	12	17-2526
Renal Treatment Centers - Newton	1223 WASHINGTON RD	Newton, KS 67114-4855	(316) 283-9950	(316) 283-4478	12	17-2529
Parsons Dialysis Center	1902 S US HIGHWAY 59 BLDG B	Parsons, KS 67357-4948	(620) 421-1081	(620) 421-1598	12	17-2530
Renal Treatment Centers - Derby	1635 E FREEDOM ST STE 100	Derby, KS 67037-7702	(316) 618-9149	(316) 618-9150	19	17-2533
Sabetha Dialysis	106 N 12TH ST	Sabetha, KS 66534-1810	(785) 284-0100	(785) 284-0101	10	17-2534
Wyandotte West Dialysis	11014 HASKELL AVE	Kansas City, KS 66109-4404	(913) 721-9780	(913) 721-9818	17	17-2536
Pratt Dialysis Center	203 WATSON ST STE 110	Pratt, KS 67124-3092	(620) 672-7006	(620) 672-7063	12	17-2537
Olathe Dialysis	732 W FRONTIER LN	Olathe, KS 66061-7202	(913) 390-4937	(913) 390-5194	12	17-2541
NE Wichita Dialysis Center	2630 N WEBB RD STE 100 BLDG 100	Wichita, KS 67226-8174	(316) 636-5719	(316) 636-5738	12	17-2542
Wyandotte Central Dialysis	3737 STATE AVE	Kansas City, KS 66102-3830	(913) 233-0536	(913) 233-0903	20	17-2544
Leavenworth Dialysis	831 W EISENHOWER RD	Lansing, KS 66043-2206	(913) 675-3157	(913) 675-3181	20	17-2545
Dialysis Center of Hutchinson	1901 N WALDRON ST	Hutchinson, KS 67502-1129	(620) 728-0440	(620) 728-0499	24	17-2546
Maize Dialysis Center	10001 W GRADY AVE	Maize, KS 67101-3747	(316) 773-1400	(316) 773-1412	24	17-2548
Paola Dialysis	1605 E PEORIA ST	Paola, KS 66071-1893	(913) 294-8417	(913) 294-9132	12	17-2553
Nall Dialysis	10787 NALL AVE STE 130	Overland Park, KS 66211-1375	(913) 649-2671	(913) 649-2869	13	17-2555
Lawrence Home Training	3510 CLINTON PKWY STE 110	Lawrence, KS 66047-2145	(785) 841-0490	(785) 830-8697	6	17-2559
Gardner Dialysis	328 E MAIN ST	Gardner, KS 66030-1314	(913) 884-8488	(913) 884-8243	16	17-2560
Emporia Dialysis	1616 INDUSTRIAL RD STE 2004	Emporia, KS 66801-6222	(620) 340-8043	(620) 340-8063	13	17-2561
Wanamaker Dialysis	3711 SW WANAMAKER RD	Topeka, KS 66610-1368	(785) 273-1824	(785) 273-1881	24	17-2563
Manhattan Dialysis	519 MCCALL RD STE 100	Manhattan, KS 66502-5038	(785) 539-5743	(785) 539-5781	12	17-2564
Nottingham Dialysis	14010 W 134TH PL	Olathe, KS 66062-6139	(913) 764-0358	(913) 764-0328	12	17-2565
Mission Dialysis	2852 W 47TH AVE	Kansas City, KS 66103-3243	(913) 403-1843	(913) 403-1848	12	17-2566
Hopefield Dialysis	2425 S ROUSE ST	Pittsburg, KS 66762-6606	(620) 231-0794	(620) 231-0901	13	17-2567
Overland Park Dialysis	12201 W 110TH ST	Overland Park, KS 66210-4045	(913) 451-5984	(913) 327-5401	16	17-2571
Air Capital Dialysis	1812 S SENECA ST STE 110	Wichita, KS 67213-4104	(316) 263-1248	(316) 263-1521	17	17-2572
Free State Dialysis	1918 E 23RD ST	Lawrence, KS 66046-5069	(785) 312-9377	(785) 832-1498	12	17-2573
Walnut River Dialysis	701 W CENTRAL AVE	El Dorado, KS 67042-2117	(316) 321-1368	(316) 321-1375	12	17-2574
Dialysis of Central Kentucky	2807 RING ROAD	Elizabethtown, KY 42701-9114	(270) 735-1883	(270) 360-8982	17	18-2504
Taylor County Dialysis Center	1595 OLD LEBANON RD	Campbellsville, KY 42718-3372	(270) 465-0787	(270) 789-3626	13	18-2518
Hopkinsville Dialysis	115 N VIRGINIA ST	Hopkinsville, KY 42240-3143	(270) 887-5622	(270) 886-9784	17	18-2519
Crestview Hills Dialysis	400 CENTRE VIEW BLVD	Crestview Hills, KY 41017-3478	(859) 341-5561	(859) 341-5746	20	18-2529
Eastern Kentucky Dialysis	167 WEDDINGTON BRANCH RD	Pikeville, KY 41501-3204	(606) 432-4477	(606) 432-4201	12	18-2538
South Hill Dialysis	525 ALEXANDRIA PIKE STE 120	Southgate, KY 41071-3243	(859) 442-5539	(859) 442-5587	12	18-2542
Gardenside Dialysis	70 N GARDENMILE RD	Henderson, KY 42420-5529	(270) 830-0050	(270) 830-0051	15	18-2544
Owensboro Dialysis Center	1930 E PARRISH AVE	Owensboro, KY 42303-1443	(270) 926-0120	(270) 691-9865	25	18-2547
Paintsville Dialysis Center	4750 S KY ROUTE 321	Hagerhill, KY 41222-9012	(606) 789-1101	(606) 789-7818	12	18-2548
Christian County Dialysis	200 BURLEY AVE	Hopkinsville, KY 42240-8725	(270) 707-0701	(270) 707-0780	13	18-2549
Raven Rock Dialysis	483 GATEWAY INDUSTRIAL PARK	Jenkins, KY 41537-9209	(606) 832-2070	(606) 832-2345	11	18-2566
Bardstown Dialysis Center	210 W JOHN FITCH AVE	Bardstown, KY 40004-1115	(502) 350-1130	(502) 350-1125	10	18-2568
Louisville Dialysis	8037 DIXIE HWY	Louisville, KY 40258-1344	(502) 937-9111	(502) 937-3911	24	18-2570
LaGrange Dialysis	240 PARKER DR	La Grange, KY 40031-1200	(502) 222-5527	(502) 225-6356	12	18-2572
Leitchfield Dialysis	912 WALLACE AVE STE 106	Leitchfield, KY 42754-2405	(270) 230-0163	(270) 230-0173	10	18-2574
Springhurst Dialysis	10201 CHAMPION FARMS DR	Louisville, KY 40241-6150	(502) 425-2131	(502) 425-2151	18	18-2577
Louisa Dialysis	2145 HWY 2565	Louisa, KY 41230-9166	(606) 638-3403	(606) 638-3404	15	18-2580
West Broadway Dialysis	720 W BROADWAY	Louisville, KY 40202-2240	(502) 584-2059	(502) 584-2835	24	18-2581
Turfway Dialysis	11 SPIRAL DR STE 15	Florence, KY 41042-1394	(859) 371-1263	(859) 647-6085	16	18-2582
Cold Spring Dialysis	430 CROSS ROADS BLVD	Cold Spring, KY 41076-2341	(859) 441-3981	(859) 441-4582	12	18-2583
Turfway PD Training	11 SPIRAL DR STE 15A	Florence, KY 41042-1394	(859) 647-2802	(859) 647-6012	4	18-2586
Maysville Dialysis	489 TUCKER DR	Maysville, KY 41056-9111	(606) 759-0923	(606) 759-4915	12	18-2589
Meadows East Dialysis	2529 SIX MILE LN	Louisville, KY 40220-2934	(502) 499-4384	(502) 499-4990	12	18-2592
Williamstown Dialysis	103 BARNES RD STE A	Williamstown, KY 41097-9468	(859) 823-0500	(859) 823-0588	12	18-2595
Madisonville Dialysis Center	255 E NORTH ST	Madisonville, KY 42431-1641	(270) 821-7824	(270) 821-6659	21	18-2597
South Williamson Dialysis	204 APPALACHIAN PLAZA	South Williamson, KY 41503-9404	(606) 237-6221	(606) 237-6223	17	18-2598
Shepherdsville Dialysis Center	150 BROOKS WAY STE 15	Brooks, KY 40109-6105	(502) 955-2153	(502) 955-2174	12	18-2600
Hamburg Dialysis	1745 ALYSHEBA WAY	Lexington, KY 40509-9013	(859) 543-0084	(859) 543-0619	12	18-2601
Bourbon County Dialysis	213 LETTON DR PARIS TOWNE SQU	Paris, KY 40361-2251	(859) 988-1117	(859) 988-1978	12	18-2603
12th Street Covington Dialysis	1500 JAMES SIMPSON JR WAY STE	Covington, KY 41011-0802	(859) 261-4345	(859) 261-4378	17	18-2604
Versailles Dialysis	480 LEXINGTON RD STE E	Versailles, KY 40383-1918	(859) 256-0110	(859) 256-0115	12	18-2606
Radcliff Dialysis	180 E LINCOLN TRAIL BLVD	Radcliff, KY 40160-1254	(270) 352-2252	(270) 352-5380	12	18-2611
Shelbyville Road Dialysis	4600 SHELBYVILLE RD STE 310	Louisville, KY 40207-2391	(502) 893-4791	(502) 893-4793	12	18-2614
Dialysis of Warren County	391 SUWANNEE TRAIL ST	Bowling Green, KY 42103-7956	(270) 746-5805	(270) 746-5375	15	18-2615
General Butler Dialysis	329 FLOYD DR STE B	Carrollton, KY 41008-8261	(502) 732-4713	(502) 732-8352	8	18-2616

Owensboro Home Dialysis	3250 KIDRON VALLEY WAY	Owensboro, KY 42303-2398	(270) 691-9605	(270) 691-9563	0	18-2626
Kentucky Wildcat Specialty Dialysis	2130 NICHOLASVILLE RD STE 5	Lexington, KY 40503-2520	(859) 277-9911	(859) 277-8450	10	18-2627
Portland Dialysis	2118 PORTLAND AVE	Louisville, KY 40212-1032	(502) 776-4371	(502) 772-7259	13	18-2630
Shelby County Dialysis	50 CHURCH VIEW ST	Shelbyville, KY 40065-1663	(502) 647-0127	(502) 633-4991	13	18-2635
Walton Dialysis	13250 SERVICE RD	Walton, KY 41094-9565	(859) 485-0321	(859) 485-0327	13	18-2636
Bridgeview Dialysis	2480 US HWY 41 N STE J	Henderson, KY 42420-2376	(270) 830-8061	(270) 831-2925	13	18-2637
Lost River Dialysis	737 DISHMAN LN	Bowling Green, KY 42101-4098	(270) 846-1054	(270) 846-2866	12	18-2638
Barren County Dialysis	310 N L ROGERS WELLS BLVD	Glasgow, KY 42141-1300	(270) 659-5580	(270) 659-5582	25	18-2644
Westbank Chronic Renal Center	3631 BEHRMAN PL	New Orleans, LA 70114-0906	(504) 366-0808	(504) 367-3816	29	19-2507
Fleur de Lis Dialysis	5555 BULLARD AVE STE 110	New Orleans, LA 70128-3450	(504) 240-2696	(504) 240-2877	25	19-2523
Chateau Dialysis	720 VILLAGE RD	Kenner, LA 70065-2751	(504) 469-2796	(504) 469-7587	16	19-2534
Bogalusa Kidney Care	2108 AVENUE F	Bogalusa, LA 70427-5027	(985) 735-7811	(985) 735-1501	15	19-2540
Magnolia Dialysis	1125 S BURNSIDE AVE	Gonzales, LA 70737-4248	(225) 255-4070	(225) 255-4071	17	19-2551
Slidell Kidney Care	662 ROBERT BLVD	Slidell, LA 70458-1648	(985) 649-5197	(985) 649-5218	25	19-2556
New Orleans Uptown Dialysis	1401 FOUCHER ST # 4	New Orleans, LA 70115-3515	(504) 897-8530	(504) 897-8790	20	19-2581
Lake Charles Southwest Dialysis	300 18th ST	Lake Charles, LA 70601-7342	(337) 433-6831	(337) 433-6613	20	19-2597
DeRidder Dialysis	239 E 1ST ST	Deridder, LA 70634-4105	(337) 462-0950	(337) 460-1933	12	19-2598
Kenner Regional Dialysis Center	200 W ESPLANADE AVE STE 100	Kenner, LA 70065-2473	(504) 471-0931	(504) 471-0317	14	19-2599
Culpeper Dialysis	430 SOUTHRIDGE PKWY	Culpeper, VA 22701-3791	(540) 825-9332	(540) 825-9356	24	49-2543
Dialysis Systems of Covington	210 GREENBRIAR BLVD	Covington, LA 70433-7235	(985) 875-1915	(985) 875-1918	12	19-2613
Washington Parish Dialysis	724 WASHINGTON ST	Franklinton, LA 70438-1790	(985) 795-1111	(985) 795-0000	14	19-2615
East Baton Rouge Dialysis	1333 ONEAL LANE	Baton Rouge, LA 70816-1957	(225) 226-1444	(225) 272-9857	24	19-2616
Metairie Dialysis Center	7100 AIRLINE DR	Metairie, LA 70003-5950	(504) 731-1969	(504) 731-8533	12	19-2678
River Parishes Dialysis	2880 W AIRLINE HWY	La Place, LA 70068-2922	(985) 603-7160	(985) 603-7161	17	19-2681
Oakwood Dialysis Center	148 HECTOR AVE	Gretna, LA 70056-2531	(504) 376-1603	(504) 376-2364	19	19-2683
Garden District Dialysis	2620 JENA ST	New Orleans, LA 70115-6325	(504) 269-6004	(504) 269-6011	14	19-2689
Marrero Dialysis	1908 JUTLAND DR	Harvey, LA 70058-2359	(504) 347-6224	(504) 347-6257	17	19-2694
Broadmoor Dialysis	1815 E 70TH ST	Shreveport, LA 71105-5301	(318) 797-7940	(318) 797-8143	13	19-2695
Crescent City Dialysis Center	3909 BIENVILLE ST STE 1B	New Orleans, LA 70119-5151	(504) 483-7117	(504) 483-8937	17	19-2696
River Bend Dialysis	1057 PAUL MAILLARD RD ST B1350	Luling, LA 70070-4349	(985) 331-1156	(985) 331-1112	15	19-2707
Red River Dialysis	9205 LINWOOD AVE	Shreveport, LA 71106-7006	(318) 603-0548	(318) 603-8905	13	19-2711
Westwego Dialysis	1 WESTBANK EXPRESSWAY	Westwego, LA 70094-4156	(504) 347-6942	(504) 347-6957	13	19-2713
NOLA Dialysis	5646 READ BLVD STE 150	New Orleans, LA 70127-3145	(504) 248-2137	(504) 248-1832	14	19-2715
Essen Lane Dialysis	7703 PICARDY AVE	Baton Rouge, LA 70808-4338	(225) 769-8669	(225) 766-0095	21	19-2716
Marigny Dialysis	2345 ST CLAUDE AVE	New Orleans, LA 70117-8352	(504) 947-4197	(504) 943-9545	19	19-2717
Algiers Dialysis	2924 GENERAL DEGAULLE DR	New Orleans, LA 70114-6440	(504) 367-0006	(504) 367-0340	13	19-2719
Scotlandville Dialysis	7797 HOWELL BLVD	Baton Rouge, LA 70807-5583	(225) 357-6929	(225) 355-1008	17	19-2720
Youngsville Dialysis	314 YOUNGSVILLE HWY STE 125	Lafayette, LA 70508-4524	(337) 837-5044	(337) 837-5609	13	19-2721
Fremaux Dialysis	1566 SHORTCUT HWY	Slidell, LA 70458-8126	(985) 643-9237	(985) 726-0400	13	19-2724
Mid City Dialysis	2902 FLORIDA BLVD	Baton Rouge, LA 70802-2723	(225) 387-8558	(225) 387-8250	13	19-2725
Gentilly Dialysis	4720 PARIS AVE	New Orleans, LA 70122-2553	(504) 283-9098	(504) 282-3888	21	19-2735
Prairieville Dialysis	17123 COMMERCE CENTRE DR	Prairieville, LA 70769-3481	(225) 877-2001	(225) 877-2002	17	19-2736
Earhart Dialysis	7730 EARHART BLVD	New Orleans, LA 70125-2504	(504) 861-1256	(504) 861-5082	15	19-2738
COVINGTON TRACE DIALYSIS	3999 HWY 190 E SERVICE RD STE A	Covington, LA 70433-4914	(985) 276-1998	(985) 276-6856	13	19-2750
Walker South Dialysis	28375 WALKER RD S	Walker, LA 70785-6029	(225) 664-2099	(225) 791-6079	13	192729
Boyd Dialysis	925 UNION ST STE 1	Bangor, ME 04401-3051	(207) 941-1298	(207) 941-1304	21	20-2512
Lincoln Lakes Regional Dialysis	250 ENFIELD RD	Lincoln, ME 04457-0367	(207) 794-6095	(207) 794-6190	8	20-2513
Eastern Maine Dialysis	11 SHORT ST	Ellsworth, ME 04605-1718	(207) 667-9294	(207) 667-9414	12	20-2514
Brewer Dialysis	403 WILSON ST	Brewer, ME 04412-1521	(207) 989-0027	(207) 989-0306	13	20-2517
Rockville Dialysis Center	15204 OMEGA DR STE 110	Rockville, MD 20850-4813	(301) 947-2427	(240) 683-2440	17	21-2511
Easton Dialysis Center	500 CADMUS LN STE 201	Easton, MD 21601-4094	(410) 822-8659	(410) 822-5138	15	21-2512
Howard County Dialysis	5999 HARPERS FARM RD STE 110E	Columbia, MD 21044-3023	(410) 997-4244	(410) 730-8235	24	21-2516
Berlin Dialysis Center	9952 NORTH MAIN ST BLDG #3	Berlin, MD 21811-1049	(410) 641-1321	(410) 641-1538	28	21-2520
Downtown Dialysis Center	821 N EUTAW ST STE 401	Baltimore, MD 21201-6304	(410) 383-3455	(410) 383-3468	31	21-2522
Whitesquare Dialysis	1 NASHUA CT STE E	Baltimore, MD 21221-3131	(410) 687-5580	(410) 687-8559	18	21-2523
Catonsville Dialysis	1581 SULPHUR SPRING RD STE 112	Baltimore, MD 21227-2599	(410) 242-7766	(410) 242-5788	30	21-2528
Kidney Care of Largo	1300 MERCANTILE LN STE 194	Upper Marlboro, MD 20774-5339	(301) 925-4100	(301) 925-4810	29	21-2530
Carroll County Dialysis Facility	193 STONER AVE STE 120	Westminster, MD 21157-5782	(410) 871-1762	(410) 871-1766	19	21-2537
Kidney Care of Laurel	14631 LAUREL BOWIE RD UNITS 10	Laurel, MD 20707-4403	(301) 725-3559	(301) 725-3599	18	21-2538
Mercy Dialysis	315 N CALVERT ST STE 300	Baltimore, MD 21202-3611	(410) 332-1122	(410) 332-1151	30	21-2542
Bertha Sirk Dialysis Center	5820 YORK RD STE 10	Baltimore, MD 21212-3620	(410) 532-9311	(410) 532-5833	16	21-2543
Landover Dialysis	1200 MERCANTILE LN STE 105	Upper Marlboro, MD 20774-5389	(301) 322-2861	(301) 322-5829	22	21-2545
Baltimore County Dialysis Center	3689 OFFUTT RD STE A	Randallstown, MD 21133-3515	(410) 922-2475	(410) 922-1506	28	21-2546
Greenspring Dialysis Center	4701 MOUNT HOPE DR STE C	Baltimore, MD 21215-3246	(410) 585-0467	(410) 585-0491	36	21-2551
Renal Care of Lanham	4451 PARLIAMENT PL STE R	Lanham, MD 20706-1872	(301) 429-7300	(301) 459-2409	30	21-2552
Harbor Park Dialysis	111 CHERRY HILL RD	Baltimore, MD 21225-1392	(410) 354-3037	(410) 354-3095	21	21-2556
Ellicott City Dialysis	3419 PLUMTREE DR STE 103	Ellicott City, MD 21042-3871	(410) 750-8071	(410) 750-8075	18	21-2560
Lakeside Dialysis	10401 HOSPITAL DR STE G2	Clinton, MD 20735-3113	(301) 856-6550	(301) 856-5693	15	21-2564
Chestertown Dialysis Center	100 BROWN ST	Chestertown, MD 21620-1435	(410) 778-9555	(410) 778-9623	9	21-2565
Owings Mills Dialysis Center	11221 DOLFIELD BLVD STE 118	Owings Mills, MD 21117-3254	(410) 363-2019	(410) 363-2047	25	21-2574
Wheaton Dialysis Center	11941 GEORGIA AVE	Wheaton, MD 20902-2001	(301) 949-9620	(301) 949-9783	24	21-2576
Falls Road Dialysis	1423 CLARKVIEW RD STE 500	Baltimore, MD 21209-2189	(410) 828-4643	(410) 823-8305	12	21-2588
Takoma Park Dialysis	1502 UNIVERSITY BLVD E	Hyattsville, MD 20783-4620	(301) 408-1202	(301) 434-9278	21	21-2590
Silver Spring Dialysis	8040 GEORGIA AVE STE 150	Silver Spring, MD 20910-4959	(301) 608-8961	(301) 608-8966	27	21-2593
Bel Air Dialysis	2225 OLD EMMORTON RD STE 105	Bel Air, MD 21015-6122	(410) 515-2078	(410) 515-3425	24	21-2594
25th Street Dialysis	920 E 25TH ST	Baltimore, MD 21218-5503	(410) 235-1611	(410) 235-3721	21	21-2595
Frederick Dialysis	140 THOMAS JOHNSON DR STE 100	Frederick, MD 21702-4475	(301) 695-0900	(301) 695-2808	27	21-2598
Harford Road Dialysis Center	5800 HARFORD RD	Baltimore, MD 21214-1847	(410) 444-1544	(410) 444-2787	19	21-2605
Dulaney Towson Dialysis Center	113 WEST RD STE 201	Towson, MD 21204-2318	(410) 825-3690	(410) 825-3697	14	21-2612
Pasadena Dialysis	8037 GOVERNOR RITCHIE HWY STE	Pasadena, MD 21122-7121	(410) 590-4615	(410) 766-6718	30	21-2613
Dundalk Dialysis	14 COMMERCE ST	Dundalk, MD 21222-4307	(410) 284-9000	(410) 284-5584	12	21-2616
Rivertowne Dialysis	6169 LIVINGSTON RD	Oxon Hill, MD 20745-3006	(301) 839-4105	(301) 839-4106	21	21-2621
Middlebrook Dialysis	12401 MIDDLEBROOK RD STE 160	Germantown, MD 20874-1523	(301) 540-6020	(301) 540-6030	21	21-2625
Renal Care of Bowie	4861 TESLA DR STES G, H, J	Bowie, MD 20715-4318	(301) 809-5342	(301) 809-5539	24	21-2626
Cedar Lane Dialysis	6334 CEDAR LN STE 101	Columbia, MD 21044-3898	(410) 531-5390	(410) 531-7958	13	21-2628
Glen Burnie Dialysis	6934 AVIATION BLVD STE K	Glen Burnie, MD 21061-2593	(410) 553-6951	(410) 766-0513	30	21-2631
Windsor Dialysis	2707 N ROLLING RD STE 104-105	Windsor Mill, MD 21244-2157	(410) 944-2649	(410) 944-2726	18	21-2632
Catonsville North Dialysis	5401 BALTIMORE NATIONAL PIKE	Baltimore, MD 21229-2102	(410) 869-4618	(410) 869-4704	25	21-2634
Pikesville Dialysis	6609 REISTERSTOWN RD STE 100	Baltimore, MD 21215-2662	(410) 358-1745	(410) 358-1526	22	21-2636
Germantown Dialysis	20111 CENTURY BLVD STE C	Germantown, MD 20874-9165	(301) 540-4601	(301) 540-2908	22	21-2638
Cambridge Dialysis Center	704 CAMBRIDGE PLAZA	Cambridge, MD 21613-2531	(410) 228-2791	(410) 221-1298	22	21-2639
Renal Care of Seat Pleasant	6274 CENTRAL AVE	Seat Pleasant, MD 20743-6128	(301) 336-6274	(301) 336-3946	21	21-2640
Aberdeen Dialysis	780 W BEL AIR AVE	Aberdeen, MD 21001-2236	(410) 273-9333	(410) 273-9337	15	21-2650
Seton Drive Dialysis	4800 SETON DR	Baltimore, MD 21215-3210	(410) 585-0446	(410) 585-0448	12	21-2653
Ballenger Creek Dialysis	5205 CHAIRMANS CT STE 101	Frederick, MD 21703-2916	(301) 662-6572	(301) 644-0676	28	21-2654
Northwest Dialysis Center	2245 ROLLING RUN DR STE 1	Windsor Mill Manor, MD 21244-1858	(410) 265-0158	(410) 944-4686	15	21-2655
District Heights Dialysis	5701 SILVER HILL RD	District Heights, MD 20747-1102	(301) 817-0010	(301) 817-0019	18	21-2657
Kidney HOME Center	2270 ROLLING RUN DR STE 600	Windsor Mill, MD 21244-1864	(410) 265-0618	(410) 265-0614	21	21-2659
Calverton Dialysis	4780 CORRIDOR PL STE C	Beltsville, MD 20705-1165	(301) 595-0231	(301) 595-3439	12	21-2663
Washington County Dialysis	246 EASTERN BLVD N STE 104	Hagerstown, MD 21740-5965	(301) 797-7839	(301) 393-9046	0	21-2667
Forest Landing Dialysis	2220 COMMERCE RD STE 1	Forest Hill, MD 21050-2560	(410) 638-6020	(410) 638-7180	24	21-2668
Charles County Dialysis	4475 REGENCY PL STE 102 & 103	White Plains, MD 20695-3072	(301) 932-9874	(301) 638-2846	15	21-2672
Deer Creek Home Training	602 S ATWOOD RD STE 106	Bel Air, MD 21014-4198	(410) 838-4613	(410) 838-4924	4	21-2673
Glen Burnie Home Training	6934 AVIATION BLVD STE H	Glen Burnie, MD 21061-2593	(410) 760-4976	(410) 761-1040	6	21-2674
PG County South Dialysis	5442 SAINT BARNABAS RD	Oxon Hill, MD 20745-3622	(301) 894-0572	(301) 630-1389	22	21-2675
Rock Creek Dialysis	5544 NORBECK RD	Rockville, MD 20853-2441	(301) 460-2090	(301) 460-2094	12	21-2678

Annapolis Dialysis	1127 WEST ST STE 100	Annapolis, MD 21401-3615	(410) 626-6139	(410) 268-1294	16	21-2682
Coral Hills Dialysis	4797 MARLBORO PIKE	Capitol Heights, MD 20743-5213	(301) 420-1513	(301) 420-3912	19	21-2683
Queen Anne Home Training	125 SHOREWAY DR STE 330	Queenstown, MD 21658-1683	(410) 827-4527	(410) 827-3148	2	21-2689
Eastern Boulevard Dialysis	246 EASTERN BLVD N STE 105	Hagerstown, MD 21740-6666	(301) 745-4251	(301) 797-4637	22	21-2691
Forestville Dialysis	3424 DONNELL DR	Forestville, MD 20747-3209	(301) 568-0381	(301) 736-1704	19	21-2695
Brandywine Dialysis	7651 MATAPEAKE BUSINESS DR STE	Brandywine, MD 20613-3038	(301) 782-7863	(301) 782-3731	22	21-2698
Glenarden Dialysis	9701 PHILADELPHIA CT STE A	Lanham, MD 20706-4431	(301) 918-3830	(301) 306-5129	24	21-2699
Kidney HOME Downtown	200 SAINT PAUL ST STE 5	Baltimore, MD 21202-2025	(410) 244-5638	(410) 244-6405	4	21-2702
Briggs Chaney Dialysis	13875 OUTLET DR	Silver Spring, MD 20904-4971	(301) 890-8976	(301) 890-1505	18	21-2706
Greenbelt Home Training	10210 GREENBELT RD STE 100	Lanham, MD 20706-6223	(301) 794-0142	(301) 794-4857	4	21-2710
Odenton Dialysis	1360 BLAIR DR STE L & M	Odenton, MD 21113-1343	(410) 674-3918	(410) 672-8947	19	21-2711
Largo Town Center Dialysis	1101 MERCANTILE LN STE 104	Largo, MD 20774-5360	(301) 341-7480	(301) 773-7206	22	21-2713
Friendly Farms Home Dialysis	10905 FORT WASHINGTON RD STE	Fort Washington, MD 20744-5843	(301) 292-0540	(301) 292-3493	4	21-2714
Mt Rainier Dialysis	2303 VARNUM ST	Mount Rainier, MD 20712-1459	(301) 277-5350	(301) 985-6875	16	21-2720
Union Memorial Dialysis	201 E UNIVERSITY PKWY	Baltimore, MD 21218-2829	(410) 554-4535	(410) 554-4544	27	21-2721
Good Samaritan Dialysis	5601 LOCH RAVEN BLVD	Baltimore, MD 21239-2945	(443) 444-4095	(443) 444-4098	53	21-2722
Laurel Lakes Dialysis	14500 LAUREL PL	Laurel, MD 20707-4961	(301) 497-5454	(301) 776-2531	13	21-2724
Ridge Road Dialysis	530 E RIDGEVILLE BLVD	Mount Airy, MD 21771-5252	(301) 829-5162	(301) 829-5254	13	21-2725
Gaithersburg Dialysis	202 PERRY PKWY STE 3	Gaithersburg, MD 20877-2172	(301) 987-0912	(301) 947-6115	16	21-2728
Edgewood Dialysis	1415 S MOUNTAIN RD STE 105	Joppa, MD 21085-3236	(410) 671-6059	(410) 612-9206	16	21-2731
LA PLATA Dialysis	6700 CRAIN HWY STE 103	La Plata, MD 20646-4950	(301) 934-2784	(301) 934-9094	19	21-2732
Golden Mile Dialysis	1306 W PATRICK ST STE 5	Frederick, MD 21703-4869	(301) 696-1090	(301) 696-1095	13	21-2733
Loch Raven Dialysis	5315 YORK RD	Baltimore, MD 21212-3830	(410) 323-8790	(410) 323-8795	16	21-2735
Caroline County Dialysis	842 S 5TH AVE	Denton, MD 21629-1398	(410) 479-4639	(410) 479-4644	13	21-2736
Livingston Village Dialysis	11700 LIVINGSTON RD	Fort Washington, MD 20744-5150	(301) 292-1804	(301) 292-9828	19	21-2737
Timonium Dialysis	1840 YORK RD STE A	Lutherville Timonium, MD 21093-5121	(410) 252-8313	(410) 252-8239	22	21-2738
Greenmount Central Dialysis	423 E NORTH AVE	Baltimore, MD 21202-5915	(443) 220-0780	(443) 220-0526	20	21-2739
Severn River Dialysis	163 JENNIFER RD STE A	Annapolis, MD 21401-3043	(410) 224-4302	(410) 224-4980	16	21-2743
Weymouth Dialysis	330 LIBBEY INDUSTRIAL PKWY STE S	Weymouth, MA 02189-3122	(781) 331-7700	(781) 331-3046	34	22-2517
Woburn Dialysis	23 WARREN AVE	Woburn, MA 01801-7906	(781) 935-7700	(781) 933-7690	16	22-2520
Boston Dialysis	660 HARRISON AVE	Boston, MA 02118-2304	(617) 859-7000	(617) 859-4579	37	22-2526
Brookline Dialysis	322 WASHINGTON ST	Brookline, MA 02445-6850	(617) 734-7794	(617) 734-6999	25	22-2529
New Bedford Dialysis	237-B STATE RD	North Dartmouth, MA 02747-2612	(508) 992-0629	(508) 999-1319	22	22-2530
Northeast Cambridge Dialysis	799 CONCORD AVE	Cambridge, MA 02138-1048	(617) 547-7700	(617) 864-4724	18	22-2533
Physicians Dialysis Fitchburg	551 ELECTRIC AVE	Fitchburg, MA 01420-5371	(978) 343-4100	(978) 343-4559	19	22-2536
Wellington Circle Dialysis Center	10 CABOT RD STE 103B	Medford, MA 02155-5275	(781) 306-9740	(781) 306-9745	16	22-2542
Salem Northeast Dialysis	207 HIGHLAND AVE STE 2	Salem, MA 01970-1829	(978) 744-2075	(978) 542-1976	22	22-2543
North Andover Renal Center	201 SUTTON ST	North Andover, MA 01845-1612	(978) 975-1119	(978) 975-0444	22	22-2545
Burlington Regional Dialysis	31 MALL RD STE 1B	Burlington, MA 01803-4138	(781) 270-3580	(781) 270-3653	17	22-2556
PDI-Worcester	19 GLENNIE ST STE A	Worcester, MA 01605-3918	(508) 421-9539	(508) 421-6653	26	22-2564
Shrewsbury Street Dialysis	267 SHREWSBURY ST	Worcester, MA 01604-4623	(774) 530-6353	(774) 530-6348	16	22-2592
North Oakland Dialysis	450 N TELEGRAPH RD STE 600	Pontiac, MI 48341-1037	(248) 333-2230	(248) 333-9589	36	23-2511
Cornerstone Dialysis	23857 GREENFIELD RD	Southfield, MI 48075-3122	(248) 569-6111	(248) 569-1049	25	23-2512
Dearborn Dialysis	1185 MONROE ST	Dearborn, MI 48124-2814	(313) 274-8100	(313) 274-8103	25	23-2520
New Center Dialysis	7700 2ND AVE	Detroit, MI 48202-2411	(313) 870-9473	(313) 871-1742	17	23-2529
Bay City Dialysis	3170 S PROFESSIONAL DR	Bay City, MI 48706-2839	(989) 686-8782	(989) 686-8563	16	23-2531
West Branch Dialysis	599 COURT ST	West Branch, MI 48661-9310	(989) 345-8422	(989) 345-8431	14	23-2534
Southgate Dialysis	14752 NORTHLINE RD	Southgate, MI 48195-2698	(734) 284-0005	(734) 284-0124	30	23-2535
Motor City Dialysis	4727 SAINT ANTOINE ST STE 101	Detroit, MI 48201-1461	(313) 831-6842	(313) 831-6415	0	23-2539
Macomb Kidney Center	28295 SCHOENHERR RD STE A	Warren, MI 48088-4300	(586) 558-8160	(586) 558-8159	20	23-2540
Evergreen Park Dialysis	926 E MCDOWELL RD STE 100	Phoenix, AZ 85006-2503	(602) 252-1418	(602) 252-1928	20	03-2655
Redford Dialysis	22711 GRAND RIVER AVE	Detroit, MI 48219-3113	(313) 255-0171	(313) 255-8036	32	23-2543
Kresge Dialysis	4145 CASS AVE	Detroit, MI 48201-1707	(313) 833-4330	(313) 833-4257	32	23-2545
Novi Dialysis	27150 PROVIDENCE PKWY STE A	Novi, MI 48374-1272	(248) 449-6947	(248) 449-6995	21	23-2549
Garden West Dialysis	5715 N VENOY RD	Westland, MI 48185-2830	(734) 261-9418	(734) 261-1371	24	23-2550
Brighton Dialysis	7960 GRAND RIVER RD STE 210	Brighton, MI 48114-7336	(810) 225-6288	(810) 225-6291	13	23-2551
Alpena Dialysis	301 OXBOW DR	Alpena, MI 49707-1447	(989) 356-3128	(989) 358-0072	19	23-2553
Gaylord Dialysis	1989 WALDEN DR	Gaylord, MI 49735-8241	(989) 731-6418	(989) 731-4776	12	23-2556
Muskegon Dialysis	1250 MERCY DR STE 201	Muskegon, MI 49444-1830	(231) 737-0075	(231) 733-0606	28	23-2562
PDI-Grand Haven	16964 ROBBINS RD STE 203	Grand Haven, MI 49417-2796	(616) 847-2825	(616) 847-4428	12	23-2563
PDI-Grand Rapids	801 CHERRY ST SE	Grand Rapids, MI 49506-1440	(616) 458-5100	(616) 458-5200	36	23-2565
Ypsilanti Dialysis	2766 WASHTENAW RD	Ypsilanti, MI 48197-1506	(734) 528-9280	(734) 528-1139	16	23-2568
Grand Blanc Dialysis Center	3625 GENESYS PKWY	Grand Blanc, MI 48439-8070	(810) 953-8800	(810) 953-8808	16	23-2569
PDI-Highland Park	64 VICTOR ST	Highland Park, MI 48203-3128	(313) 852-7700	(313) 852-7704	28	23-2570
Jackson Dialysis	234 W LOUIS GLICK HWY	Jackson, MI 49201-1326	(517) 841-1712	(517) 841-1724	21	23-2571
Ludington Dialysis	7 N ATKINSON DR STE 210	Ludington, MI 49431-1953	(231) 843-4609	(231) 843-9209	17	23-2572
Clarkston Dialysis	6770 DIXIE HWY STE 205	Clarkston, MI 48346-2089	(248) 620-0958	(248) 620-1204	22	23-2575
State Fair Dialysis	19800 WOODWARD AVE	Detroit, MI 48203-5102	(313) 893-8610	(313) 893-8865	21	23-2578
Schaeffer Drive Dialysis	18100 SCHAEFER HWY	Detroit, MI 48235-2600	(313) 861-4354	(313) 861-4369	20	23-2583
English Village Dialysis	11707 WHITTIER AVE	Detroit, MI 48224-1537	(313) 509-1653	(313) 509-1655	17	23-2584
Saginaw Dialysis	311 HOYT AVE	Saginaw, MI 48607-1105	(989) 771-5094	(989) 771-5053	13	23-2586
PDI-Grand Rapids East	1230 EKHART ST NE	Grand Rapids, MI 49503-1372	(616) 742-8930	(616) 742-0456	25	23-2588
Downriver Kidney Center	5600 ALLEN RD	Allen Park, MI 48101-2604	(313) 382-5933	(313) 382-5942	24	23-2592
Romulus Dialysis	31470 ECORSE RD	Romulus, MI 48174-1963	734-722-5455	(734) 722-5682	12	23-2596
Greenview Dialysis	18544 W 8 MILE RD	Southfield, MI 48075-4194	(248) 569-1729	(248) 569-2471	24	23-2600
Flushing Dialysis Center	3469 PIERSON PL STE A	Flushing, MI 48433-2704	(810) 733-5004	(810) 733-5384	19	23-2601
Southfield West Dialysis	21900 MELROSE AVE STE 4	Southfield, MI 48075-7967	(248) 356-8079	(248) 356-8151	18	23-2604
Davison Dialysis	1011 S STATE RD	Davison, MI 48423-1903	(810) 658-8224	(810) 658-8232	15	23-2605
Newaygo County Dialysis	1317 W MAIN ST	Fremont, MI 49412-1478	(231) 924-4535	(231) 924-4865	14	23-2607
Flint Dialysis Center	2 HURLEY PLZ STE 115	Flint, MI 48503-5904	(810) 239-9920	(810) 262-6676	20	23-2608
Oak Park Dialysis	13481 W 10 MILE RD	Oak Park, MI 48237-4633	(248) 582-9750	(248) 582-9760	20	23-2613
Battle Creek Dialysis	220 E GOODALE AVE	Battle Creek, MI 49037-2728	(269) 968-8401	(269) 968-8410	20	23-2617
Westland Dialysis	36588 FORD RD	Westland, MI 48185-3769	(734) 721-1030	(734) 721-0833	16	23-2622
Ballenger Pointe Dialysis	2262 S BALLENGER HWY	Flint, MI 48503-3447	(810) 232-9004	(810) 235-8006	20	23-2624
Rochester Hills Dialysis	1886 W AUBURN RD STE 100	Rochester Hills, MI 48309-3865	(248) 299-7901	(248) 299-7883	20	23-2628
East Dearborn Dialysis	13200 W WARREN AVE	Dearborn, MI 48126-2410	(313) 582-0131	(313) 582-0881	16	23-2631
Chelsea Dialysis	1620 COMMERCE PARK DR STE 200	Chelsea, MI 48118-2136	(734) 475-9710	(734) 475-9720	9	23-2632
Fenton Dialysis	17420 SILVER PKWY	Fenton, MI 48430-4429	(810) 750-9200	(810) 750-9210	12	23-2635
Commerce Township Dialysis	120 W COMMERCE RD	Commerce Township, MI 48382-3915	(248) 363-4862	(248) 363-5238	12	23-2637
Ionia Dialysis	2622 HEARTLAND BLVD	Ionia, MI 48846-8757	(616) 522-0265	(616) 522-0298	12	23-2638
Kalamazoo Central Dialysis	535 S BURDICK ST STE 110	Kalamazoo, MI 49007-5261	(269) 343-0251	(269) 343-0266	10	23-2639
Grosse Pointe Dialysis	18000 E WARREN AVE STE 100	Detroit, MI 48224-1336	(313) 343-5371	(313) 343-6015	24	23-2643
Lansing Home Training	4530 S HAGADORN RD STE B	East Lansing, MI 48823-5304	(517) 333-8450	(517) 333-8449	0	23-2646
Clinton Township Dialysis	15918 19 MILE RD STE 110	Clinton Township, MI 48038-1101	(586) 412-9195	(586) 412-9196	16	23-2647
Gladwin Dialysis	673 QUARTER ST	Gladwin, MI 48624-1954	(989) 246-0128	(989) 246-0175	19	23-2649
Dearborn Home Dialysis	22030 PARK ST	Dearborn, MI 48124-2854	(313) 792-7343	(313) 792-8341	0	23-2653
Orchard Square Dialysis	1900 S TELEGRAPH RD STE 200	Bloomfield Hills, MI 48302-0238	(248) 451-0954	(248) 451-0681	20	23-2656
West Bloomfield Dialysis	6010 W MAPLE RD STE 215	West Bloomfield, MI 48322-4406	(248) 539-1025	(248) 539-2986	10	23-2661
Burton Dialysis	4015 DAVISON RD	Burton, MI 48509-1401	(810) 715-1312	(810) 715-1356	12	23-2663
Riverwood Dialysis	24467 W 10 MILE RD	Southfield, MI 48033-2931	(248) 352-3137	(248) 352-3827	16	23-2665
Mt Morris Dialysis	6141 N SAGINAW RD	Mount Morris, MI 48458-2403	(810) 787-8134	(810) 787-8527	13	23-2672
Mt Pleasant Dialysis	404 S CRAPO ST	Mount Pleasant, MI 48858-2944	(989) 779-8724	(989) 779-8894	15	23-2675
Alma Dialysis	1730 WRIGHT AVE	Alma, MI 48801-1024	(989) 463-2366	(989) 463-2667	17	23-2676
Greenville Dialysis	101 S GREENVILLE WEST DR	Greenville, MI 48838-1598	(616) 225-9500	(616) 225-9007	10	23-2677
Apple Avenue Dialysis	2480 E APPLE AVE UNIT E	Muskegon, MI 49442-4471	(231) 773-0597	(231) 777-7050	17	23-2678
Town Center Dialysis	323 N MICHIGAN AVE	Saginaw, MI 48602-4240	(989) 791-3624	(989) 791-3841	13	23-2680

Harper Woods Dialysis	19265 VERNIER RD	Harper Woods, MI 48225-1010	(313) 640-0271	(313) 640-7683	24	23-2684
Riverview Dialysis	18236 FORT ST	Riverview, MI 48193-7439	(734) 283-4513	(734) 283-4570	21	23-2686
Ann Arbor Dialysis	3147 OAK VALLEY DR	Ann Arbor, MI 48103-9248	(734) 213-5269	(734) 222-6073	16	23-2687
Norton Shores Dialysis	955 SEMINOLE RD	Norton Shores, MI 49441-4341	(231) 780-0246	(231) 780-0261	12	23-2689
Walker Dialysis	2680 WALKER AVE NW STE A	Walker, MI 49544-1385	(616) 735-1172	(616) 735-1383	17	23-2690
Grayling Home Training	125 E MICHIGAN AVE	Grayling, MI 49738-1740	(989) 344-0805	(989) 344-0785	0	23-2692
Beltline Home Training	330 E BELTLINE AVE NE STE 210	Grand Rapids, MI 49506-1267	(616) 285-7081	(616) 285-7096	0	23-2693
Bloomfield Hills Home Dialysis	42886 WOODWARD AVE	Bloomfield Hills, MI 48304-5033	(248) 334-7501	(248) 334-7384	0	23-2697
Bad Axe Dialysis	897 N VAN DYKE RD	Bad Axe, MI 48413-7912	(989) 269-7657	(989) 269-7645	13	23-2698
Oakwood Renal Services	18100 OAKWOOD BLVD STE 206	Dearborn, MI 48124-4085	(313) 438-7959	(313) 438-7960	18	23-2702
Riverbend Dialysis	415 S TELEGRAPH RD	Monroe, MI 48161-1611	(734) 241-5704	(734) 457-5361	13	23-2704
Roscommon Dialysis	10450 N ROSCOMMON RD	Roscommon, MI 48653-9296	(989) 275-0362	(989) 275-0409	13	23-2705
Spartan Dialysis	4530 S HAGADORN RD STE A	East Lansing, MI 48823-5304	(517) 333-8414	(517) 333-8430	12	23-2706
Starrwood Dialysis	3425 STARR RD STE B	Royal Oak, MI 48073-2100	(248) 549-0208	(248) 549-0240	17	23-2708
Starrwood Home Training	3425 STARR RD STE A	Royal Oak, MI 48073-2100	(248) 549-0208	(248) 549-0228	0	23-2710
Grand Blanc Home Training	8195 S SAGINAW ST STE C	Grand Blanc, MI 48439-1885	(810) 695-1078	(810) 695-6942	0	23-2711
Partridge Creek Dialysis	46360 GRATIOT AVE	Chesterfield, MI 48051-2800	(586) 949-5417	(586) 949-5691	24	23-2713
Alger Heights Dialysis	705 28TH ST SE	Grand Rapids, MI 49548-1303	(616) 475-0553	(616) 475-4266	20	23-2714
Mid Valley PD Home Training	1205 N MICHIGAN AVE	Saginaw, MI 48602-4729	(989) 771-9381	(989) 771-9407	0	23-2717
East China Dialysis	4180 HOSPITAL DR	East China, MI 48054-2232	(810) 326-0032	(810) 326-0151	13	23-2718
Fashion Square Dialysis	5641 BAY RD	Saginaw, MI 48604-2509	(989) 249-1350	(989) 249-1170	13	23-2719
Colmare Dialysis	6302 DIXIE HWY	Bridgeport, MI 48722-9566	(989) 777-0780	(989) 777-0717	12	23-2723
Belleville Dialysis	10850 BELLEVILLE RD	Van Buren Township, MI 48111-5304	(734) 697-7604	(734) 697-7261	12	23-2724
Novi Home Training	27225 PROVIDENCE PKWY STE 300	Novi, MI 48374-1271	(248) 449-5996	(248) 449-6232	0	23-2726
Roseville Commons Dialysis	18001 E 10 MILE RD STE B	Roseville, MI 48066-3803	(586) 771-2286	(586) 771-2581	24	23-2736
Wyoming Street Dialysis	13945 WYOMING ST	Detroit, MI 48238-2333	(313) 931-2954	(313) 931-3084	13	23-2738
Troy Dialysis	2391 FIFTEEN MILE RD	Sterling Heights, MI 48310	(586) 795-2920	(586) 795-2708	13	23-2739
Livonia Dialysis	37290 5 MILE RD	Livonia, MI 48154-1848	(734) 793-9854	(734) 793-9855	12	23-2741
Edina Dialysis Center	6565 FRANCE AVE S STE 109	Edina, MN 55435-2137	(952) 920-8371	(952) 929-0539	12	24-2501
Minneapolis Dialysis Unit	825 S 8TH ST SLIP 42	Minneapolis, MN 55404-1208	(612) 347-5972	(612) 347-5876	32	24-2503
West St. Paul Dialysis Unit	1555 LIVINGSTON AVE	West St Paul, MN 55118-3411	(651) 455-2995	(651) 455-4368	20	24-2505
Faribault Dialysis Unit	201 LYNDALE AVE S STE F	Faribault, MN 55021-5758	(507) 334-0306	(507) 332-8935	10	24-2508
Montevideo Dialysis Center	824 N 11TH ST MONTEVIDEO HOSP	Montevideo, MN 56265-1629	(320) 269-7451	(320) 269-6911	6	24-2511
Maplewood Dialysis Center	2785 WHITE BEAR AVE N STE 201	Maplewood, MN 55109-1320	(651) 779-2222	(651) 779-9736	16	24-2512
St. Paul Dialysis	555 PARK ST STE 180	Saint Paul, MN 55103-2192	(651) 291-8855	(651) 291-0514	16	24-2513
Coon Rapids Dialysis Unit	3960 COON RAPIDS BLVD NW STE 3	Coon Rapids, MN 55433-2598	(763) 421-8717	(763) 421-4789	16	24-2514
Burnsville Dialysis Unit	501 E NICOLLET BLVD STE 150	Burnsville, MN 55337-6784	(952) 892-1117	(952) 892-6644	20	24-2515
Arden Hills Dialysis Unit	3900 NORTHWOODS DR STE 110	Arden Hills, MN 55112-6911	(651) 483-3159	(651) 483-9156	12	24-2518
Redwood Falls Dialysis	1104 E BRIDGE ST	Redwood Falls, MN 56283-1808	(507) 637-2076	(507) 637-9968	8	24-2522
Minnetonka Dialysis Unit	17809 HUTCHINS DR	Minnetonka, MN 55345-4100	(952) 470-9944	(952) 470-9842	10	24-2526
Cass Lake Dialysis Facility	602 3RD ST NW	Cass Lake, MN 56633-3395	(218) 335-4095	(218) 335-4188	8	24-2528
Wyoming Dialysis	5657 257TH ST	Wyoming, MN 55092-8068	(651) 408-8938	(651) 462-8176	12	24-2531
St. Paul Capitol Dialysis	555 PARK ST STE 230	Saint Paul, MN 55103-2193	(651) 221-3318	(651) 224-4187	16	24-2533
River City Dialysis	1970 NORTHWESTERN AVE S	Stillwater, MN 55082-6567	(651) 430-0067	(651) 430-0140	12	24-2535
Woodbury Dialysis	1850 WEIR DR STE 3	Woodbury, MN 55125-2260	(651) 730-4522	(651) 730-5089	12	24-2536
University Dialysis Unit Riverside	1045 WESTGATE DR STE 90	Saint Paul, MN 55114-1079	(651) 645-1847	(651) 645-1890	24	24-2539
Pipestone Dialysis	916 4TH AVE SW	Pipestone, MN 56164-1890	(507) 825-6623	(507) 825-6627	7	24-2541
Bloomington Dialysis Unit of TRC	8591 LYNDALE AVE S	Bloomington, MN 55420-2237	(952) 703-5888	(952) 703-5889	20	24-2547
Home Dialysis Unit	825 S 8TH ST STE 1202	Minneapolis, MN 55404-1223	(612) 347-4458	(612) 341-7944	0	24-2552
Minneapolis NE Dialysis	1049 10TH AVE SE	Minneapolis, MN 55414-1312	(612) 331-6088	(612) 331-6090	12	24-2553
St. Louis Park Dialysis Center	3505 LOUISIANA AVE S	Saint Louis Park, MN 55426-4121	(952) 285-1400	(952) 285-1406	28	24-2554
Eden Prairie Dialysis	14852 SCENIC HEIGHTS RD STE 255	Eden Prairie, MN 55344-2320	(952) 934-2411	(952) 934-3851	12	24-2556
Eagan Dialysis Unit	2750 BLUE WATER RD SUITE 300	Eagan, MN 55121-1773	(651) 688-0132	(651) 688-0905	16	24-2557
Richfield Dialysis	6601 LYNDALE AVE S STE 150	Richfield, MN 55423-2490	(612) 869-2118	(612) 869-2219	12	24-2563
New Hope Dialysis Center	5640 INTERNATIONAL PKWY	New Hope, MN 55428-3047	(763) 537-0300	(763) 537-0340	12	24-2564
St. Paul Capitol Dialysis At Home	555 PARK ST STE 110	Saint Paul, MN 55103-2193	(651) 221-3437	(651) 224-5012	5	24-2565
Cottage Grove Dialysis	8800 E POINT DOUGLAS RD S STE 1	Cottage Grove, MN 55016-4160	(651) 459-5655	(651) 459-6696	12	24-2566
Scott County Dialysis	7456 S PARK DR	Savage, MN 55378-3635	(952) 226-4766	(952) 226-4770	12	24-2567
Minneapolis Uptown Dialysis	3601 LYNDALE AVE S	Minneapolis, MN 55409-1103	(612) 825-4583	(612) 825-4651	12	24-2568
East River Road Dialysis	5301 E RIVER RD STE 117	Fridley, MN 55421-3778	(763) 571-5556	(763) 571-7882	12	24-2569
Maple Grove Dialysis Unit	15655 GROVE CIR N	Maple Grove, MN 55369-4489	(763) 420-2804	(763) 420-7162	12	24-2571
Highland Park Dialysis	1559 7TH ST W	Saint Paul, MN 55102-4243	(651) 222-7139	(651) 224-3655	12	24-2573
Sun Ray Dialysis Unit	1744 OLD HUDSON RD	Saint Paul, MN 55106-6118	(651) 793-5191	(651) 774-6520	12	24-2574
Robbinsdale Dialysis	3461 W BROADWAY AVE	Robbinsdale, MN 55422-2955	(763) 521-4865	(763) 522-6754	16	24-2582
Moorhead Dialysis	1710 CENTER AVE W	Dilworth, MN 56529-1309	(218) 233-3354	(218) 233-3482	12	24-2584
Dialysis at Mankato Clinic	1400 MADISON AVE STE 400	Mankato, MN 56001-5476	(507) 385-0432	(507) 385-1584	12	24-2585
Northfield Dialysis	2004 JEFFERSON RD	Northfield, MN 55057-3253	(507) 645-6762	(507) 645-2372	8	24-2588
East Valley Dialysis	14050 PILOT KNOB RD STE 100	Apple Valley, MN 55124-6647	(952) 423-4062	(952) 423-6974	16	24-2589
Central Avenue Dialysis	10994 BALTIMORE ST NE	Blaine, MN 55449-4601	(763) 786-5026	(763) 786-4138	12	24-2591
Historical Hastings Dialysis	1828 MARKET BLVD	Hastings, MN 55033-3494	(651) 438-2155	(651) 438-2164	8	24-2594
Glencoe Dialysis	1123 HENNEPIN AVE N	Glencoe, MN 55336-2234	(320) 864-1901	(320) 864-3361	8	24-2596
Rochester Dialysis	2660 S BROADWAY STE A	Rochester, MN 55904-6264	(507) 288-1617	(507) 289-0672	12	24-2600
Larpenteur Ave Dialysis	1739 LEXINGTON AVE N	Roseville, MN 55113-6522	(651) 489-9260	(651) 489-9119	12	24-2603
Lakeville Dialysis	20184 HERITAGE DR	Lakeville, MN 55044-6855	(952) 985-5438	(952) 469-9742	8	24-2605
NEW ULM DIALYSIS	701 N BROADWAY	New Ulm, MN 56073-1201	(507) 354-1216	(507) 354-0416	12	24-2606
Mankato Uptown Dialysis	1802 COMMERCE DR	North Mankato, MN 56003-1800	(507) 225-0258	(507) 229-0263	16	24-2697
Phalen Dialysis	862 ARCADE ST	Saint Paul, MN 55106-3852	(651) 776-0466	(651) 776-7838	12	24-2701
Jackson North Dialysis	571 E BEASLEY RD SUITE A	Jackson, MS 39206-3042	(601) 957-1999	(601) 956-3165	46	25-2501
Singing River Dialysis	4907 TELEPHONE RD	Pascagoula, MS 39567-1823	(228) 762-0701	(228) 696-2955	30	25-2516
Ocean Springs Dialysis	13150 PONCE DE LEON DR	Ocean Springs, MS 39564-2460	(228) 818-3201	(228) 818-6468	16	25-2519
Canton Renal Center	620 E PEACE ST	Canton, MS 39046-4729	(601) 859-3382	(601) 859-8591	22	25-2521
Jackson Southwest Dialysis	1828 RAYMOND RD	Jackson, MS 39204-4126	(601) 373-7897	(601) 373-7899	18	25-2533
Jackson South Dialysis	1015 I 20 FRONTAGE RD	Jackson, MS 39204-5807	(601) 373-9154	(601) 960-0749	28	25-2535
Renal Care of Lexington	22579 DEPOT ST	Lexington, MS 39095-7339	(662) 834-3355	(662) 834-3587	22	25-2539
Brandon Renal Center	101 CHRISTIAN DR	Brandon, MS 39042-2678	(601) 824-9764	(601) 824-9761	24	25-2549
Lucedale Dialysis	652 MANILA ST	Lucedale, MS 39452-5962	(601) 947-8701	(601) 947-8980	16	25-2556
Renal Care of Carthage	312 ELLIS ST	Carthage, MS 39051-3809	(601) 267-6856	(601) 267-6859	15	25-2562
Gulf Islands Home Training	3200 MALLETT RD STE F	D'Iberville, MS 39540-9305	(228) 354-9578	(228) 354-9580	0	25-2583
St. Louis Dialysis Center	2610 CLARK AVE	Saint Louis, MO 63103-2502	(314) 534-0909	(314) 534-0661	25	26-2503
Northland Dialysis	2750 CLAY EDWARDS DR STE 100	North Kansas City, MO 64116-3257	816-842-2056	816-221-6091	21	26-2504
Harrisonville Renal Center	308 GALAXIE AVE	Harrisonville, MO 64701-2084	(816) 380-2004	(816) 380-7692	12	26-2523
Crystal City Dialysis Center	960 S TRUMAN BLVD	Festus, MO 63028-3714	(636) 937-5761	(636) 937-5774	12	26-2524
DEBALIVIERE DIALYSIS	324 DE BALIVIERE AVE	Saint Louis, MO 63112-1804	(314) 367-9111	(314) 367-9248	32	26-2527
Liberty Dialysis	2525 GLENN HENDREN DR	Liberty, MO 64068-9625	(816) 781-4422	(816) 792-2101	14	26-2530
Hope Again Dialysis Center	1207 STATE ROUTE VV	Kennett, MO 63857-3823	(573) 888-0222	(573) 888-0019	16	26-2534
Rolla Dialysis	1503 E 10TH ST	Rolla, MO 65401-3696	(573) 364-6475	(573) 364-9254	16	26-2536
Lake St. Louis Dialysis	200 BREVCO PLZ STE 201	Lake Saint Louis, MO 63367-2950	(636) 561-4799	(636) 561-4533	14	26-2541
Hospital Hill Dialysis	900 E 21ST ST	Kansas City, MO 64108-2703	(816) 842-9286	(816) 221-0169	21	26-2551
Florissant Dialysis	10887 W FLORISSANT AVE	Saint Louis, MO 63136-2405	314-524-5737	314-524-5752	20	26-2561
Washington Square Dialysis	1112 WASHINGTON SQ	Washington, MO 63090-5336	(636) 390-8233	(636) 390-2771	16	26-2562
Kansas City Renal Center	4333 MADISON AVE STE 100	Kansas City, MO 64111-3434	(816) 756-0645	(816) 756-1726	24	26-2564
Shrewsbury Dialysis	7303 WATSON RD STE 7	Saint Louis, MO 63119-4405	(314) 752-5913	(314) 832-2527	12	26-2572
South County Dialysis	4145 UNION RD	Saint Louis, MO 63129-1064	(314) 894-1851	(314) 894-3879	12	26-2574
St. Joseph Dialysis	5514 CORPORATE DR STE 100	Saint Joseph, MO 64507-7754	(816) 671-1948	(816) 671-1909	25	26-2576
Cameron Dialysis	1003 W 4TH ST	Cameron, MO 64429-1466	(816) 632-6056	(816) 632-6058	11	26-2578
Chillicothe Dialysis	588 E BUSINESS 36	Chillicothe, MO 64601-3721	(660) 707-1092	(660) 707-0491	9	26-2580

Marshall Renal Center	359 W MORGAN ST	Marshall, MO 65340-1929	(660) 886-9080	(660) 886-9033	8	26-2581
St. Louis West Dialysis	400 N LINDBERGH BLVD	Saint Louis, MO 63141-7814	(314) 989-0886	(314) 989-0596	21	26-2583
St. Louis West Home Training	9632 OLIVE BLVD	Olivette, MO 63132-3002	(314) 569-8902	(314) 995-7071	0	26-2585
Hazelwood Dialysis	637 DUNN RD STE 125	Hazelwood, MO 63042-1757	(314) 731-8039	(314) 731-8084	24	26-2589
Crestwood Dialysis	9560 WATSON RD STE A	Saint Louis, MO 63126-1541	(314) 842-0322	(314) 842-0351	12	26-2591
Platte Woods Dialysis	7667 NW PRAIRIE VIEW RD	Kansas City, MO 64151-1544	816-746-5542	816-746-5654	14	26-2596
St. Peters Dialysis	300 FIRST EXECUTIVE AVE STE A	Saint Peters, MO 63376-1655	636-441-6070	636-441-6367	12	26-2599
Lamplighter Dialysis	12654 LAMPLIGHTER SQUARE SHPC	Saint Louis, MO 63128-2746	(314) 729-7979	(314) 729-7958	16	26-2606
Hampton Avenue Dialysis	1425 HAMPTON AVE	Saint Louis, MO 63139-3115	(314) 781-4022	(314) 781-4063	12	26-2607
RTC-Columbia Dialysis	1701 E BROADWAY STE G102	Columbia, MO 65201-8029	(573) 442-0573	(573) 442-3498	12	26-2611
Lees Summit Renal Center	100 NE MISSOURI RD STE 100	Lees Summit, MO 64086-4702	(816) 524-3312	(816) 524-3321	17	26-2617
North St. Louis County Dialysis	13015 NEW HALLS FERRY RD	Florissant, MO 63033-3228	(314) 931-1113	(314) 931-1133	24	26-2625
Eastland Dialysis	19101 E VALLEY VIEW PKWY STE E	Independence, MO 64055-6907	(816) 795-6018	(816) 795-9572	20	26-2626
Eureka Dialysis Center	419 MERAMEC BLVD	Eureka, MO 63025-3906	(636) 587-2063	(636) 587-2778	13	26-2628
Westport Renal Center	3947 BROADWAY ST	Kansas City, MO 64111-2516	(816) 531-1181	(816) 531-1186	24	26-2631
Timberlake Dialysis	12110 HOLMES RD	Kansas City, MO 64145-1707	816-942-3827	816-942-3153	12	26-2634
Dexter Dialysis	2010 N OUTER RD	Dexter, MO 63841-8001	573-624-3452	573-624-3188	8	26-2635
Villa of Waterbury	929 WATERBURY FALLS DR	O Fallon, MO 63368-2202	636-329-0697	636-329-1089	6	26-2636
Hannibal Dialysis	119 PROGRESS RD	Hannibal, MO 63401-6628	573-406-0165	573-406-0144	15	26-2637
Maple Valley Dialysis	649 MAPLE VALLEY DR	Farmington, MO 63640-1993	573-747-0946	573-747-0536	12	26-2640
Lake St. Louis at Home	200 BREVCO PLZ STE 202	Lake Saint Louis, MO 63367-2950	636-625-4460	636-625-4463	3	26-2641
Sikeston Jaycee Regional Dialysis	135 PLAZA DR STE 101	Sikeston, MO 63801-5148	(573) 472-7230	(573) 472-7214	18	26-2643
Grandview Dialysis	13812 S US HIGHWAY 71	Grandview, MO 64030-3685	(816) 763-1179	(816) 763-1390	12	26-2644
Chambers Dialysis	10241 LEWIS AND CLARK BLVD	Saint Louis, MO 63136-5505	(314) 868-5982	(314) 868-5918	20	26-2646
Arnold Dialysis	102 RICHARDSON XING	Arnold, MO 63010-6023	636-467-5619	636-467-5997	8	26-2647
Town and Country West Dialysis	12855 N 40 DR STE LL4	Saint Louis, MO 63141-8657	(314) 542-0049	(314) 542-0057	12	26-2648
Bowles Avenue Dialysis	1011 BOWLES AVE STE 210	Fenton, MO 63026-2384	(636) 326-7130	(636) 326-8011	12	26-2649
Swope Dialysis	4407 E 50TH TER	Kansas City, MO 64130-2855	(816) 924-1201	(816) 924-1799	19	26-2651
South City Dialysis	3740 S JEFFERSON AVE	Saint Louis, MO 63118-3905	(314) 664-6687	(314) 772-1614	12	26-2654
Columbia Home Training	3320 BLUFF CREEK DR STE 105	Columbia, MO 65201-3662	(573) 443-1084	(573) 256-2155	0	26-2655
Springfield North Dialysis	1007 E KEARNEY ST	Springfield, MO 65803-3433	(417) 873-9926	(417) 865-1602	16	26-2656
Excelsior Springs Dialysis	1745 W JESSE JAMES RD	Excelsior Springs, MO 64024-1801	(816) 637-2685	(816) 637-2635	13	26-2662
Kansas Avenue Dialysis	604 KANSAS AVE	Clinton, MO 64735-3069	(660) 890-0830	(660) 890-0789	13	26-2663
Washington Home Training	1040 WASHINGTON SQ	Washington, MO 63090-5302	(636) 239-8980	(636) 239-1761	0	26-2665
North County Kidney Care Dialysis	1554 SIERRA VISTA PLZ	Saint Louis, MO 63138-2040	(314) 438-0864	(314) 355-1857	20	26-2673
Shoal Creek Dialysis	8260 N BOOTH AVE	Kansas City, MO 64158-7201	816-792-2502	816-792-2635	16	26-2676
Natural Bridge Dialysis	8980 NATURAL BRIDGE RD	Saint Louis, MO 63121-3917	(314) 426-2064	(314) 426-2462	20	26-2683
Westfall Dialysis	8029 WEST FLORISSANT AVE	Jennings, MO 63136-1400	(314) 382-2869	(314) 383-0795	20	26-2685
Cross Keys Dialysis	14001 NEW HALLS FERRY RD STE 13	Florissant, MO 63033-2708	(314) 839-7416	(314) 839-7464	16	26-2686
Silver Creek Dialysis	2011 E 32ND ST STE 101	Joplin, MO 64804-3018	(417) 627-9490	(417) 627-9459	8	26-2687
Robidoux Dialysis	802 JULES ST	Saint Joseph, MO 64501-1944	(816) 233-3340	(816) 233-3470	16	26-2691
Rolla Home Training	1702 E 10TH ST STE B	Rolla, MO 65401-4600	(573) 458-2013	(573) 458-2094	0	26-2692
House Springs Dialysis	40 WALTERS PL	House Springs, MO 63051-1491	(636) 375-5270	(636) 375-5302	20	26-2693
Blue Ridge Dialysis	8608 E 63RD ST	Kansas City, MO 64133-4725	(816) 353-6100	(816) 353-6106	20	26-2694
Great Falls Dialysis	3400 10TH AVE S STE 1	Great Falls, MT 59405-3473	(406) 727-0411	(406) 453-0080	17	27-2509
Hastings Dialysis Center	1900 N SAINT JOSEPH AVE	Hastings, NE 68901-2652	(402) 463-4893	(402) 463-7049	12	28-2501
Scottsbluff Dialysis Center	820 W 42ND ST STE 1600	Scottsbluff, NE 69361-5017	(308) 220-3572	(308) 220-3592	20	28-2502
Capital City Dialysis	307 N 46TH ST	Lincoln, NE 68503-3714	(402) 466-5123	(402) 466-8351	12	28-2503
Omaha West Dialysis	13014 W DODGE RD	Omaha, NE 68154-2148	(402) 445-8950	(402) 445-8955	21	28-2506
Omaha South Dialysis	3339 L ST	Omaha, NE 68107-2500	(402) 734-0772	(402) 734-0891	20	28-2511
Dodge County Dialysis	1949 E 23RD AVE S	Fremont, NE 68025-2452	(402) 721-7005	(402) 721-7480	12	28-2512
Sorensen Park Dialysis	6212 N 73RD PLAZA STE 100	Omaha, NE 68134-1801	(402) 571-4147	(402) 573-9208	12	28-2514
Omaha Central Dialysis	144 S 40TH ST	Omaha, NE 68131-3004	(402) 558-0818	(402) 558-2286	17	28-2516
McCook Dialysis Center	801 W C ST STE 4	McCook, NE 69001-3592	(308) 345-1916	(308) 345-1928	8	28-2517
Cornhusker Dialysis	505 CORNHUSKER RD STE 107	Bellevue, NE 68005-7911	(402) 292-2813	(402) 292-2823	12	28-2518
Grand Island Dialysis	203 E STOLLEY PARK RD STE G	Grand Island, NE 68801-8256	(308) 384-4067	(308) 382-0461	12	28-2522
South Lincoln Dialysis	3401 PLANTATION DR STE 140	Lincoln, NE 68516-4712	(402) 421-6011	(402) 421-6052	8	28-2526
Omaha Harrison Dialysis	6610 S 168TH ST STE 8	Omaha, NE 68135-5412	(402) 896-4609	(402) 896-1439	12	28-2529
N.E. Nebraska Dialysis	610 S 13TH ST	Norfolk, NE 68701-4969	(402) 371-9559	(402) 371-7167	24	28-2530
Omaha Florence Dialysis	7454 N 30TH ST	Omaha, NE 68112-2722	(402) 451-0723	(402) 453-0228	12	28-2531
Omaha Home Training	8021 CASS ST	Omaha, NE 68114-3525	(402) 393-2346	(402) 391-1185	6	28-2533
Beatrice Dialysis	5200 HOSPITAL PKWY	Beatrice, NE 68310-6909	(402) 223-7848	(402) 228-1760	8	28-2534
Las Vegas Dialysis Center	150 S VALLEY VIEW BLVD	Las Vegas, NV 89107-3110	(702) 878-0908	(702) 878-8292	40	29-2501
North Las Vegas Dialysis Center	2065 N LAS VEGAS BLVD	North Las Vegas, NV 89030-5801	(702) 639-0469	(702) 639-0221	28	29-2504
Sparks Dialysis Center	777 VISTA BLVD STE 100	Sparks, NV 89434-6656	(775) 356-3978	(775) 356-3971	24	29-2505
Fayetteville Road Dialysis	285 PARACLETE DR	Raeford, NC 28376-9493	(910) 878-0052	(910) 875-2902	19	34-2727
Pahrump Dialysis Center	330 S LOLA LN STE 100	Pahrump, NV 89048-0879	(775) 751-4300	(775) 751-4310	20	29-2511
South Las Vegas Dialysis Center	2250 S RANCHO DR STE 115	Las Vegas, NV 89102-4456	(702) 795-1771	(702) 795-1794	22	29-2512
Summerlin Dialysis Center	653 N TOWN CENTER DR STE 70	Las Vegas, NV 89144-0503	(702) 360-6908	(702) 360-7806	20	29-2515
Floral Park Home Dialysis	1 CISNEY AVE	Floral Park, NY 11001-3249	(516) 437-0789	(516) 327-9505	0	33-2750
Fort Stockton Dialysis	387 INTERSTATE 10 W STE C	Fort Stockton, TX 79735-2700	(432) 336-8041	(432) 336-8205	8	67-2639
Reno Dialysis Center	1500 E 2ND ST STE 101	Reno, NV 89502-1189	(775) 329-2100	(775) 329-2106	25	29-2518
Sierra Rose Dialysis Center	685 SIERRA ROSE DR	Reno, NV 89511-2060	(775) 829-6580	(775) 829-6581	18	29-2520
Southern Hills Dialysis Center	9280 W SUNSET RD STE 110	Las Vegas, NV 89148-4861	(702) 318-3167	(702) 318-3196	23	29-2521
Anthem Village Dialysis	2530 ANTHEM VILLAGE DR	Henderson, NV 89052-5548	(702) 614-0590	(702) 614-7419	18	29-2522
Siena Henderson Dialysis Center	2865 SIENA HEIGHTS DR STE 141	Henderson, NV 89052-4168	(702) 260-0348	(702) 407-9672	17	29-2524
Desert Springs Dialysis	2110 E FLAMINGO RD STE 108	Las Vegas, NV 89119-5191	(702) 696-9768	(702) 791-6926	18	29-2525
South Meadows Dialysis Center	10085 DOUBLE R BLVD STE 160	Reno, NV 89521-4867	(775) 852-4200	(775) 852-4263	25	29-2526
Fallon Dialysis	1103 NEW RIVER PKWY	Fallon, NV 89406-6899	(775) 428-2077	(775) 428-2184	21	29-2528
Centennial Dialysis Center	8775 W DEER SPRINGS WAY	Las Vegas, NV 89149-0416	(702) 395-2488	(702) 645-5007	20	29-2531
The Nevada Dialysis Center	1510 W WARM SPRINGS RD STE 10	Henderson, NV 89014-3586	(702) 451-2131	(702) 451-5502	20	29-2534
Las Vegas Pediatrics Dialysis Center	7271 W SAHARA AVE STE 120	Las Vegas, NV 89117-2862	(702) 227-3049	(702) 227-8882	4	29-2536
Five Star Dialysis Center	2400 TECH CENTER CT	Las Vegas, NV 89128-0804	(702) 869-3771	(702) 869-6366	16	29-2538
Carson City Dialysis Center	3246 N CARSON ST STE 110	Carson City, NV 89706-0248	(775) 886-6450	(775) 886-6452	24	29-2539
Winnemucca Dialysis	830 FAIRGROUNDS RD	Winnemucca, NV 89445-2011	(775) 623-3234	(775) 623-1361	12	29-2546
Spring Valley Dialysis	3855 S JONES BLVD STE 101	Las Vegas, NV 89103-2296	(702) 248-0379	(702) 248-0323	17	29-2547
Cheyenne Dialysis	3291 N BUFFALO DR BLDG A, STE 15	Las Vegas, NV 89129-7441	(702) 396-1045	(702) 396-1530	26	29-2548
Pelican Point Dialysis	7316 W CHEYENNE AVE	Las Vegas, NV 89129-6201	(702) 395-0227	(702) 395-1540	25	29-2552
Lake Mead Dialysis	713 E LAKE MEAD BLVD	North Las Vegas, NV 89030-6751	(702) 642-0216	(702) 633-5128	25	29-2553
East Sunrise Dialysis	1750 E DESERT INN RD STE 100	Las Vegas, NV 89169-3202	(702) 474-7052	(702) 474-4019	21	29-2554
The District Dialysis	2300 CORPORATE CIR STE 100	Henderson, NV 89074-7725	(702) 487-5576	(702) 834-3059	25	29-2555
Sahara Dialysis	2350 STOCKTON AVE	Las Vegas, NV 89104-3823	(702) 457-7099	(702) 457-0287	25	29-2557
Nashua Dialysis	38 TYLER ST STE 100	Nashua, NH 03060-2912	(603) 598-1665	(603) 598-1174	22	30-2507
Derry Dialysis	1 ACTION BLVD STE. 2	Londonderry, NH 03053-3428	(603) 421-9724	(603) 421-9731	13	30-2511
Bedford Dialysis	15 CONSTITUTION DR STE 1C	Bedford, NH 03110-6002	(603) 471-1904	(603) 471-1907	13	30-2513
Rockingham County Dialysis	18 PELHAM RD STE 1	Salem, NH 03079-4818	(603) 870-9487	(603) 870-9498	10	30-2517
Manchester Dialysis	903 HANOVER ST	Manchester, NH 03104-5420	(603) 621-4903	(603) 621-4906	10	30-2519
Lumberton Dialysis	1261 ROUTE 38 STE B	Hainesport, NJ 08036-2702	(609) 914-4420	(609) 845-3099	20	31-2508
Holmdel Dialysis	3053 STATE ROUTE 35	Hazlet, NJ 07730-1526	(732) 203-0321	(732) 203-0279	18	31-2510
Cherry Hill Dialysis	1030 KINGS HWY N STE 100	Cherry Hill, NJ 08034-1907	(856) 321-0111	(856) 482-0263	19	31-2513
Freehold Dialysis	300 CRAIG RD	Manalapan, NJ 07726-8742	(732) 303-1589	(732) 303-1895	18	31-2517
Shore Dialysis	300 W SYLVANIA AVE STE 1	Neptune, NJ 07753-6017	(732) 988-3684	(732) 988-2054	16	31-2520
Delran Dialysis	8008 ROUTE 130	Delran, NJ 08075-1869	(856) 764-0800	(856) 764-0917	13	31-2521
East Orange Dialysis	14-20 PROSPECT ST	East Orange, NJ 07017-2238	(973) 672-2025	(973) 675-1381	21	31-2522
Renal Center of Westwood	363 OLD HOOK RD	Westwood, NJ 07675-3201	(201) 664-6649	(201) 664-5542	16	31-2523
Summit Dialysis	1139 SPRUCE DR	Mountainside, NJ 07092-2221	(908) 232-7800	(908) 232-9188	22	31-2528

Bridgewater Dialysis Center	2121 US HIGHWAY 22	Bound Brook, NJ 08805-1546	(732) 469-7202	(732) 469-7078	15	31-2530
Atlantic Artificial Kidney Center	6 INDUSTRIAL WAY W STE B	Eatontown, NJ 07724-2258	(732) 460-1414	(732) 460-0080	27	31-2537
Perth Amboy Dialysis	271 KING ST	Perth Amboy, NJ 08861-4488	(732) 442-3836	(732) 826-2428	21	31-2540
Old Bridge Dialysis	262 TEXAS RD STE 101	Old Bridge, NJ 08857-4008	(732) 591-4931	(732) 561-3448	13	31-2541
Jersey City Dialysis	1310 5TH ST	North Bergen, NJ 07047-1710	(201) 770-9220	(201) 770-9225	18	31-2545
Burlington North Dialysis	1164 E ROUTE 130	Burlington, NJ 08016-2954	(609) 747-9840	(609) 747-9846	13	31-2548
Plainfield Dialysis	1200 RANDOLPH RD MUHLENBURG	Plainfield, NJ 07060-3361	(908) 757-6030	(908) 757-6282	20	31-2558
Edison Dialysis	29 MERIDIAN RD	Edison, NJ 08820-2823	(732) 205-9883	(732) 205-9890	20	31-2559
Bayonne Renal Center	434-436 BROADWAY	Bayonne, NJ 07002-3628	(201) 436-1664	(201) 436-5133	21	31-2561
Bricktown Dialysis Center	525 JACK MARTIN BLVD STE 200	Brick, NJ 08724-7737	(732) 836-9669	(732) 836-9709	18	31-2562
Renal Center of Sewell	660 WOODBURY-GLASSBORO RD S	Sewell, NJ 08080-3738	(856) 464-1172	(856) 464-5281	21	31-2565
Vineland Dialysis	1318 S MAIN RD STE 3B	Vineland, NJ 08360-6516	(856) 691-0875	(856) 692-0306	18	31-2566
Neptune Dialysis Center	2180 BRADLEY AVE	Neptune, NJ 07753-4427	(732) 775-2725	(732) 775-0500	18	31-2567
Middletown Dialysis Center	500 STATE ROUTE 35 UNION SQUA	Red Bank, NJ 07701-5038	(732) 576-9900	(732) 576-9908	15	31-2569
Renal Center of Newark	571 CENTRAL AVE	Newark, NJ 07107-1463	(973) 484-4994	(973) 484-4434	18	31-2570
Renal Center of Trenton	601 HAMILTON AVE	Trenton, NJ 08629-1915	(609) 393-2388	(609) 393-7927	18	31-2571
Renal Center of Newton	7 EAST CLINTON ST	Newton, NJ 07860-1801	(973) 940-0965	(973) 940-0969	21	31-2572
Somerset Dialysis Center	240 CHURCHILL AVE	Somerset, NJ 08873-3451	(732) 937-5000	(732) 937-5872	18	31-2574
Parkside Dialysis	580 FRELINGHUYSEN AVE	Newark, NJ 07114-1361	(973) 733-9450	(973) 733-9455	18	31-2581
Willingboro Dialysis	230 VAN SCIVER PKWY	Willingboro, NJ 08046-1131	(609) 871-3431	(609) 871-4122	18	31-2584
Hillside Dialysis	1529 N BROAD ST	Hillside, NJ 07205-1603	(973) 474-1199	(973) 474-1198	20	31-2587
Marlton Dialysis	769 ROUTE 70 E STE C100	Marlton, NJ 08053-2361	(856) 797-7044	(856) 797-7049	15	31-2590
Pennsauken Dialysis Center	7024 KAIGHN AVE	Pennsauken, NJ 08109-4417	(856) 486-1145	(856) 486-4338	21	31-2593
Lourdes Innova Dialysis	3716 CHURCH RD	Mount Laurel, NJ 08054-1104	(856) 222-0386	(856) 235-0592	24	31-2594
St. Joseph's Wayne Dialysis	57 WILLOWBROOK BLVD 2ND FLOO	Wayne, NJ 07470-7045	(973) 890-2792	(973) 890-2796	20	31-2597
Millville Dialysis	3 ELIZABETH ST	Millville, NJ 08332-2509	(856) 327-4580	(856) 327-4584	18	31-2599
Durham Corners Dialysis	241 DURHAM AVE	South Plainfield, NJ 07080-2504	(908) 222-2971	(908) 753-0783	18	31-2607
Princeton Junction Dialysis	88 PRINCETON HIGHTSTOWN RD S	Princeton Junction, NJ 08550-1100	(609) 799-0084	(609) 275-7441	13	31-2610
St. Joseph's SJRMC Dialysis	703 MAIN ST	Paterson, NJ 07503-2621	(973) 754-3570	(973) 754-2882	8	31-2613
St. Joseph's Paterson Dialysis	11 GETTY AVE 275 HOSPITAL PLAZA	Paterson, NJ 07503	(973) 684-3490	(973) 247-2740	60	31-2614
Hackensack Dialysis	113 W ESSEX ST	Maywood, NJ 07607-1020	(201) 843-3875	(201) 843-0632	36	31-2615
Fair Lawn Dialysis	18-01 POLLITT DR	Fair Lawn, NJ 07410-2813	(201) 796-3873	(201) 703-3543	20	31-2616
Lourdes Mt. Laurel Dialysis	130 GAITHER DR STE 172	Mount Laurel, NJ 08054-1715	(856) 222-4195	(856) 235-4842	20	31-2617
New Brunswick Dialysis	303 GEORGE ST STE G-8	New Brunswick, NJ 08901-2020	(732) 937-4791	(732) 937-4795	18	31-2621
Lourdes Camden Dialysis	1601 HADDON AVE	Camden, NJ 08103-3109	(856) 541-0647	(856) 541-2698	22	31-2622
Renal Center of Succasunna	175 RIGHTER RD	Succasunna, NJ 07876-1324	(973) 584-3294	(973) 584-3298	12	31-2623
Renal Center of Morristown	100 MADISON AVE	Morristown, NJ 07960-6136	(973) 538-8201	(973) 538-8203	11	31-2624
Woodbridge Dialysis	541 MAIN ST ATTN DAVITA DIALYS	Woodbridge, NJ 07095-1104	(732) 750-0639	(732) 750-0612	19	31-2629
Renal Center of Englewood	300 GRAND AVE STE 103	Englewood, NJ 07631-6300	(201) 731-3149	(201) 731-3172	0	31-2631
Teterboro Dialysis	502 RT 46 W	Teterboro, NJ 07608-1118	(201) 288-0249	(201) 288-2640	18	31-2632
North Haledon Dialysis	953 BELMONT AVE	North Haledon, NJ 07508-2548	(973) 427-4675	(973) 423-0906	19	31-2633
West Orange Dialysis	375 MOUNT PLEASANT AVE STE 34	West Orange, NJ 07052-2750	(973) 243-7069	(973) 731-1348	19	31-2636
Radburn Dialysis	15-00 POLLITT DR	Fair Lawn, NJ 07410-2732	(201) 796-1385	(201) 794-0150	21	31-2637
East Brunswick Dialysis	629 CRANBURY RD STE 101	East Brunswick, NJ 08816-4096	(732) 238-1909	(732) 967-8173	19	31-2638
East Paterson Dialysis	680 BROADWAY STE 103	Paterson, NJ 07514-1526	(973) 357-8079	(973) 279-1825	18	31-2643
Main Street Dialysis	668 MAIN ST	Lumberton, NJ 08048-5016	(609) 265-7865	(609) 267-6876	10	31-2644
Millburn Dialysis	25 E WILLOW ST STE 2	Millburn, NJ 07041-1416	(973) 379-7309	(973) 379-5175	18	31-2645
Wall Township Home Training	5100 BELMAR BLVD STE 1	Wall Township, NJ 07727-4028	(732) 938-2780	(732) 938-2654	0	31-2646
Dialysis at Deborah	107 TRENTON RD	Browns Mills, NJ 08015-3202	(609) 893-3950	(609) 893-3704	16	31-2648
Matawan Dialysis	764 HIGHWAY 34 STE A	Matawan, NJ 07747-6614	(732) 583-1085	(732) 566-3632	19	31-2649
Atlantic County Dialysis	400 W BLACK HORSE PIKE STE 3	Pleasantville, NJ 08232-2636	(609) 646-7202	(609) 646-7962	13	31-2651
Dialysis at Palisades Medical Center	7650 RIVER RD STE 150	North Bergen, NJ 07047-6528	(201) 861-1031	(201) 758-2794	19	31-2652
Jersey City Grand Home Dialysis	422 GRAND ST	Jersey City, NJ 07302-4240	(201) 332-6413	(201) 536-8093	0	31-2653
Metuchen Dialysis	319 LAKE AVE	Metuchen, NJ 08840-1804	(732) 906-5714	(732) 906-2373	10	31-2654
Monroe Township Dialysis	298 APPLEGARTH RD	Monroe Township, NJ 08831-3754	(609) 409-4259	(609) 395-7697	10	31-2655
Renal Center of Hamilton	1013 WHITE HORSE AVE	Hamilton Township, NJ 08610-1424	(609) 438-3002	(609) 438-3011	19	31-2657
Ocean County Dialysis	635 BAY AVE STE 215	Toms River, NJ 08753-3349	(732) 341-2730	(732) 557-4186	10	31-2661
Plainsboro Dialysis	100 PLAINSBORO RD STE 1A	Plainsboro, NJ 08536-1914	(609) 275-5550	(609) 275-5568	9	31-2667
Rahway Dialysis	800 HARRISON ST	Rahway, NJ 07065-3512	(732) 680-0373	(732) 680-0376	18	31-2669
Lyndhurst Dialysis	554-A NEW YORK AVE	Lyndhurst, NJ 07071-1532	(201) 933-4782	(201) 804-7545	19	31-2670
Jersey City Summit Dialysis	414 SUMMIT AVE	Jersey City, NJ 07306-3101	(201) 420-8431	(201) 459-0967	21	31-2671
Hillsborough Dialysis	220 TRIANGLE RD	Hillsborough, NJ 08844-8102	(908) 369-0398	(908) 369-2151	10	31-2672
Bridgeton Dialysis	333 IRVING AVE	Bridgeton, NJ 08302-2123	(856) 575-4200	(856) 453-0174	17	31-2673
Brooklawn Dialysis	700 CRESCENT BLVD STE 10B	Brooklawn, NJ 08030-2797	(856) 456-1230	(856) 742-7094	18	31-2675
Jackson Township Dialysis	260 N COUNTY LINE RD STE 120	Jackson, NJ 08527-4473	(732) 364-2055	(732) 901-1905	10	31-2679
Hamilton Street Dialysis	920 HAMILTON ST STE C-3	Somerset, NJ 08873-3600	(732) 220-1593	(732) 448-0567	10	31-2680
Renal Center of Monroe	300 OVERLOOK DR PONDVIEW PLA	Monroe Township, NJ 08831-5589	(609) 642-8124	(609) 642-8128	18	31-2681
Irvington Dialysis	468 CHANCELLOR AVE STE WS-3	Irvington, NJ 07111-4001	(973) 373-0294	(973) 371-1595	19	31-2683
Franklin Park Dialysis	3079 STATE ROUTE 27 UNIT H	Franklin Park, NJ 08823-1364	(732) 305-7855	(732) 798-6625	19	31-2684
Merchantville Dialysis	5000 N CRESCENT BLVD STE 1A	Pennsauken, NJ 08109-2151	(856) 910-8798	(856) 910-8794	19	31-2685
Parsippany Dialysis	900 LANIDEX PLZ STE 120	Parsippany, NJ 07054-2707	(973) 739-7080	(973) 739-7085	10	31-2691
Gloucester County Dialysis	1217 S BLACK HORSE PIKE	Williamstown, NJ 08094-1958	(856) 740-1890	(856) 740-1895	19	31-2694
Mays Landing Dialysis	4403 E BLACK HORSE PIKE STE L L 0	Mays Landing, NJ 08330-3103	(609) 813-2050	(609) 813-2055	10	31-2695
South Dean Dialysis	100 W FOREST AVE STE G	Englewood, NJ 07631-4033	(201) 816-9733	(201) 816-9735	19	31-2697
Newark Mt Pleasant Dialysis	262 BROAD ST STE 262	Newark, NJ 07104-3809	(973) 268-7184	(973) 268-2802	21	31-2698
Upper Deerfield Dialysis	21 CORNWELL DR	Bridgeton, NJ 08302-3632	(856) 453-2380	(856) 453-2385	10	31-2700
Sayreville Dialysis	2909 WASHINGTON RD STE 130	Parlin, NJ 08859-1588	(732) 316-4960	(732) 316-4966	10	31-2702
North Plainfield Dialysis	1260 ROUTE 22 E STE 30	North Plainfield, NJ 07060	(908) 754-5190	(908) 754-5195	19	31-2703
Elmora Dialysis	547 MORRIS AVE	Elizabeth, NJ 07208-1985	(908) 436-9201	(908) 436-9206	19	31-2704
Paramus Dialysis	820 N ROUTE 17	Paramus, NJ 07652-3104	(201) 493-4901	(201) 493-4906	19	31-2708
Four Corners Dialysis Center	801 W BROADWAY	Farmington, NM 87401-5650	(505) 325-2827	(505) 326-7425	36	32-2503
Shiprock Dialysis Center	US HWY 491 N PO BOX 2156	Shiprock, NM 87420-2156	(505) 368-4125	(505) 368-4235	20	32-2515
Las Cruces Renal Center	3961 E LOHMAN AVE STE 29	Las Cruces, NM 88011-8272	(575) 532-9437	(575) 521-7348	20	32-2527
Artesia Dialysis	1903 W MAIN ST	Artesia, NM 88210-3718	(575) 746-8818	(575) 746-9229	12	32-2537
Mesilla Valley Dialysis	2550 S TELSHOR BLVD	Las Cruces, NM 88011-4907	(575) 522-3519	(575) 522-5481	13	32-2544
Sandia Peak Dialysis	10410 COPPER POINT WAY NE	Albuquerque, NM 87123-1158	(505) 299-0657	(505) 299-6686	12	32-2556
San Juan Dialysis	4525 ROWE AVE	Farmington, NM 87402-3013	(505) 326-9102	(505) 326-6633	20	32-2561
Del Norte Dialysis	5201 SAN MATEO BLVD NE	Albuquerque, NM 87109-2414	(505) 884-4820	(505) 888-9407	17	322549
Little Neck Dialysis	252-17 NORTHERN BLVD	Little Neck, NY 11362-1355	(718) 279-3589	(718) 279-3593	17	33-2500
South Bronx Dialysis Center	1940 WEBSTER AVE STE 100	Bronx, NY 10457-4261	(718) 229-9212	(718) 583-7335	21	33-2506
Huntington on Broadway Dialysis	256 BROADWAY	Huntington Station, NY 11746-1403	(631) 423-4320	(631) 423-2832	18	33-2513
South Brooklyn Nephrology Center	3915 AVENUE V STE 104	Brooklyn, NY 11234-5156	(718) 252-8440	(718) 252-6490	29	33-2516
Richmond Kidney Center	1366 VICTORY BLVD	Staten Island, NY 10301-3907	(718) 816-6200	(718) 816-6235	23	33-2525
Freeport Kidney Center	351 S MAIN ST	Freeport, NY 11520-5114	(516) 623-1786	(516) 546-5074	21	33-2529
Ithaca Dialysis Center	201 DATES DR STE 206	Ithaca, NY 14850-1345	(607) 272-1693	(607) 273-5580	12	33-2536
Catskill Dialysis Center	139 FORESTBURGH RD	Monticello, NY 12701-2348	(845) 796-3300	(845) 796-3303	14	33-2546
Renal Care of Buffalo	550 ORCHARD PARK RD BLDG B, ST	West Seneca, NY 14224-2646	(716) 677-0089	(716) 677-0096	24	33-2548
Oyster Bay Dialysis	17 E OLD COUNTRY RD	Hicksville, NY 11801-4270	(516) 681-2786	(516) 933-7836	25	33-2552
Medford Kidney Center	1725 N OCEAN AVE	Medford, NY 11763-2649	(631) 289-8000	(631) 289-8079	10	33-2555
Utica Avenue Dialysis Center	1305 UTICA AVE	Brooklyn, NY 11203-5911	(718) 629-3900	(718) 629-6315	30	33-2556
Port Chester Dialysis and Renal Center	3020 WESTCHESTER AVE STE 100	Purchase, NY 10577-2510	(914) 701-5232	(914) 253-8495	12	33-2559
Bronx Dialysis Center	1615 EASTCHESTER RD	Bronx, NY 10461-2603	(718) 892-7700	(718) 892-7207	25	33-2563
Riverdale Dialysis Center	170 W 233RD ST	Bronx, NY 10463-5639	(718) 884-4300	(718) 884-9695	31	33-2565
Hudson Valley Dialysis Center	155 WHITE PLAINS RD	Tarrytown, NY 10591-5523	(914) 332-7599	(914) 332-7571	18	33-2571
Peekskill Cortlandt Dialysis Center	2050 E MAIN ST STE 15	Cortlandt Manor, NY 10567-2502	(914) 788-9326	(914) 788-9330	14	33-2574
Bronx River Dialysis	1616 BRONXDALE AVE	Bronx, NY 10462-3302	(718) 430-9800	(718) 430-6854	30	33-2576

Queens Dialysis Center	11801 GUY R BREWER BLVD	Jamaica, NY 11434-2101	(718) 341-6711	(718) 525-8611	22	33-2583
Boston Post Road Dialysis Center	4026 BOSTON RD	Bronx, NY 10475-1122	(718) 862-9245	(718) 862-9238	25	33-2588
Soundview Dialysis Center	1622 BRUCKNER BLVD STE 24	Bronx, NY 10473-4553	(718) 861-2334	(718) 861-4323	18	33-2590
Port Washington Dialysis Center	50 SEAVIEW BLVD	Port Washington, NY 11050-4615	(516) 484-3460	(516) 484-7949	18	33-2591
Lynbrook Dialysis Center	147 SCRANTON AVE	Lynbrook, NY 11563-2808	(516) 596-4101	(516) 596-4290	18	33-2592
Dyker Heights Dialysis Center	1435 86TH ST	Brooklyn, NY 11228-3435	(718) 256-5800	(718) 256-4835	20	33-2596
Northtowns Dialysis Center	4041 DELAWARE AVE STE 150	Tonawanda, NY 14150-6828	(716) 871-8103	(716) 871-8107	18	33-2597
Midwood Dialysis	1915 OCEAN AVE	Brooklyn, NY 11230-6801	(718) 258-7700	(718) 258-9273	34	33-2598
White Plains Dialysis Center	611 W HARTSDALE AVE 1ST FL	White Plains, NY 10607-1811	(914) 898-3702	(914) 898-3720	16	33-2599
Suburban Dialysis Center	705 MAPLE RD	Williamsville, NY 14221-3291	(716) 630-6640	(716) 630-6647	22	33-2600
Yonkers Dialysis Center	575 YONKERS AVE	Yonkers, NY 10704-2601	(914) 377-2370	(914) 377-2970	21	33-2602
Queens Village Dialysis Center	22202 HEMPSTEAD AVE STE 170	Queens Village, NY 11429-2123	(718) 217-6200	(718) 217-4191	25	33-2603
Sheepshead Bay Renal Care Center	26 BRIGHTON 11TH ST	Brooklyn, NY 11235-5304	(718) 743-5955	(718) 743-5939	16	33-2604
Orchard Park Dialysis Center	3801 TAYLOR RD	Orchard Park, NY 14127-2232	(716) 209-7200	(716) 209-7206	24	33-2608
Central New York Dialysis Center	910 ERIE BLVD E	Syracuse, NY 13210-1048	(315) 410-8040	(315) 410-8030	30	33-2615
Haven Dialysis	60 HAVEN AVE STE B3	New York, NY 10032-2605	(212) 928-9071	(212) 927-2645	24	33-2621
Millennium Dialysis	1408 OCEAN AVE 2ND FLR	Brooklyn, NY 11230-3814	(718) 677-7600	(718) 677-4159	20	33-2635
Cleve Hill Dialysis Center	3520 MAIN ST STE 400	Amherst, NY 14226	(716) 815-5715	(716) 815-5746	24	33-2649
Celia Dill Dialysis Center	667 STONELEIGH AVE STE 123, BAR	Carmel, NY 10512-2455	(845) 278-4150	(845) 279-6902	16	33-2651
Eastchester Road Dialysis Center	1515 JARRETT PL	Bronx, NY 10461-2606	(718) 822-4940	(718) 822-3083	12	33-2656
Bedford Park Dialysis Center	3117 WEBSTER AVE 1ST FLR	Bronx, NY 10467-4905	(718) 920-1530	(718) 920-1520	21	33-2662
Yonkers East Dialysis Center	5 ODELL PLZ STE 131	Yonkers, NY 10701-1406	(914) 376-0296	(914) 376-3510	21	33-2669
Long Island Renal Care	3460 GREAT NECK RD	Amityville, NY 11701-1915	(631) 532-6969	(631) 532-6968	24	33-2670
NEOMY Dialysis Center	1122 CONEY ISLAND AVE	Brooklyn, NY 11230-2345	(718) 434-1444	(718) 434-1445	31	33-2671
Borough Park Dialysis	4102 13TH AVE	Brooklyn, NY 11219-1389	(718) 435-2112	(718) 435-0354	32	33-2678
Southtowns Dialysis Center	4910 CAMP RD STE 100	Hamburg, NY 14075-2617	(716) 649-4072	(716) 649-1937	25	33-2679
Niagara Falls Kidney Care Center	621 10TH ST	Niagara Falls, NY 14301-1813	(716) 278-4639	(716) 278-4637	17	33-2682
Newark Wayne Dialysis Center	1120 S MAIN ST	Newark, NY 14513-2171	(315) 331-6958	(315) 331-6521	14	33-2701
Jamestown Dialysis Center	207 FOOTE AVE	Jamestown, NY 14701-7077	(716) 664-8226	(716) 664-8349	18	33-2703
Orange Dialysis Center	100 CRYSTAL RUN RD STE 102	Middletown, NY 10941-4042	(845) 692-8220	(845) 692-8655	20	33-2707
Waters Place Dialysis Center	1733 EASTCHESTER RD	Bronx, NY 10461-2315	(718) 822-1968	(718) 822-6030	24	33-2708
Lowville Dialysis Center	7785 N STATE ST STE 1	Lowville, NY 13367-1229	(315) 377-3090	(315) 376-9983	8	33-2709
Staten Island Dialysis Center	1139 HYLAN BLVD	Staten Island, NY 10305-2061	(718) 816-4913	(718) 816-6340	18	33-2711
Niagara Dialysis Center	2932 MILITARY RD	Niagara Falls, NY 14304-1252	(716) 297-4059	(716) 297-4969	13	33-2720
Williamsbridge Dialysis Center	3525 WHITE PLAINS RD STE B	Bronx, NY 10467-5705	(718) 547-4562	(718) 231-2350	25	33-2728
Williamsbridge Home Dialysis Center	3525 WHITE PLAINS RD STE A	Bronx, NY 10467-5705	(718) 652-1013	(718) 652-4096	0	33-2729
Corning Dialysis	8 W PULTENEY ST STE 101	Corning, NY 14830-2274	(607) 962-2790	(607) 962-2991	10	33-2732
Schuyler Dialysis	220 STEUBEN ST	Montour Falls, NY 14865-9740	(607) 210-1997	(607) 210-1996	4	33-2733
Ivy Dialysis	602 IVY ST	Elmira, NY 14905-1646	(607) 737-4186	(607) 737-4446	20	33-2735
Clinton Hill Dialysis	1275 BEDFORD AVE	Brooklyn, NY 11216-2711	(718) 623-0633	(718) 623-0638	28	33-2749
East Islip Dialysis	200 CARLETON AVE	East Islip, NY 11730-1222	(631) 581-0897	(631) 224-3355	21	33-2752
Julia and Israel Waldbaum Dialysis	100 COMMUNITY DR WALDBAUM	Great Neck, NY 11021-5501	(516) 487-3058	(516) 487-4918	34	33-2754
Hertel Avenue Dialysis	699 HERTEL AVE STE 380	Buffalo, NY 14207-2355	(716) 871-4172	(716) 447-0230	17	33-2757
Seaway Dialysis	999 E RIDGE RD STE 11	Rochester, NY 14621-1936	(585) 266-7348	(585) 266-4685	24	33-2759
Melrose Dialysis	459 E 149TH ST	Bronx, NY 10455-1314	(718) 585-4951	(718) 292-9823	24	33-2761
Brooklyn Community Dialysis	730 64TH ST	Brooklyn, NY 11220-4714	(718) 759-0129	(718) 759-0191	24	33-2764
Jamaica Hillside Dialysis	171-19 HILLSIDE AVE	Jamaica, NY 11432-4548	(718) 526-2051	(718) 739-3303	25	33-2766
Dunkirk Dialysis	3958 VINEYARD DR	Dunkirk, NY 14048-3522	(716) 366-1931	(716) 366-2105	14	33-2767
Buffalo Downtown Dialysis	520 ELLICOTT ST STE 100	Buffalo, NY 14203-1550	(716) 845-5101	(716) 845-5106	13	33-2768
Atlas Park Dialysis	8000 COOPER AVE	Glendale, NY 11385-7739	(718) 326-2789	(718) 416-4269	25	33-2769
Ozone Park Dialysis	100-02 ROCKAWAY BLVD	Ozone Park, NY 11417-2217	(718) 843-0694	(718) 323-2438	25	33-2771
Crossways Park Dialysis	113 CROSSWAYS PARK DR STE 102	Woodbury, NY 11797-2044	(516) 921-0914	(516) 364-0164	17	33-2773
Westchester Home Training	955 YONKERS AVE STE 201	Yonkers, NY 10704-3063	(914) 237-7659	(914) 237-7894	0	33-2774
Sandford Boulevard Dialysis	120 E SANDFORD BLVD	Mount Vernon, NY 10550-4512	(914) 665-2035	(914) 667-5126	8	33-2778
Mount Hope Dialysis	1940 WEBSTER AVE 2ND FL, STE 20	Bronx, NY 10457-4261	(718) 901-9122	(718) 901-9116	16	33-2784
Hutchinson River Dialysis	2331 EASTCHESTER RD	Bronx, NY 10469-5910	(718) 547-0612	(718) 653-0294	19	33-2785
Laconia Dialysis	3440 BOSTON RD	Bronx, NY 10469-2512	(718) 798-0538	(718) 652-2495	24	33-2786
Clearview Dialysis	45-60 FRANCIS LEWIS BLVD	Bayside, NY 11361-3047	(718) 224-2398	(718) 631-6710	25	33-2787
Greenpoint Dialysis	146 MESEROLE ST 2ND FL	Brooklyn, NY 11206-2582	(718) 388-6039	(718) 963-0941	24	33-2788
Lock City Dialysis	475 S TRANSIT ST STE 900	Lockport, NY 14094-5562	(716) 439-0590	(716) 439-0595	9	33-2789
Allerton Dialysis	2554 WHITE PLAINS RD	Bronx, NY 10467-8141	(718) 231-1285	(718) 231-3461	25	33-2790
Wingate Dialysis	550 KINGSTON AVE	Brooklyn, NY 11203-1702	(718) 221-5342	(718) 221-2149	20	33-2793
Rockland County Dialysis	203 W ROUTE 59	Nanuet, NY 10954-2218	(845) 501-7590	(845) 501-7585	20	33-2794
Mount Eden Dialysis	1490 MACOMBS RD	Bronx, NY 10452-2101	(718) 588-2347	(718) 293-8906	21	33-2796
Long Island City Dialysis	30-46 NORTHERN BLVD FL 2	Long Island City, NY 11101-2816	(718) 752-1601	(718) 752-1606	16	33-2798
Staten Island South Dialysis	30 SNEDEN AVE	Staten Island, NY 10312-3637	(718) 356-2678	(718) 356-6376	16	33-2799
Longwood Dialysis	931 BRUCKNER BLVD	Bronx, NY 10459-4525	(718) 378-0921	(718) 378-1423	36	33-2801
West Farms Dialysis	1820 E TREMONT AVE	Bronx, NY 10460-3131	(718) 824-0245	(718) 824-1775	25	33-2804
Getty Square Dialysis	11 ROMAINE AVE	Yonkers, NY 10705-2337	(914) 377-1989	(914) 377-8425	11	33-2805
Grand Boulevard Dialysis	860 GRAND BLVD	Deer Park, NY 11729-5706	(631) 243-7770	(631) 243-7775	20	33-2808
Flatlands Dialysis	1641 E 16TH ST FL 5	Brooklyn, NY 11229-1107	(718) 645-1615	(718) 645-9263	25	33-2811
Downtown Brooklyn Dialysis	133 MILL ST	Brooklyn, NY 11231-3841	(718) 855-8285	(718) 522-4964	28	33-2812
Bronxchester Home Training	34 MARCONI ST STE 110	Bronx, NY 10461-2755	(929) 286-5280	(929) 286-5281	0	33-2813
Stuyvesant Heights Dialysis	2064 ATLANTIC AVE	Brooklyn, NY 11233-3162	(718) 346-0475	(718) 346-4695	24	33-2815
East Patchogue Dialysis	479 E MAIN ST	Patchogue, NY 11772-3147	(631) 447-2401	(631) 447-2406	13	33-2817
Kings Highway Dialysis	5518 AVENUE N	Brooklyn, NY 11234-4006	(718) 258-0609	(718) 258-0269	20	33-2821
Asheville Kidney Center	1600 CENTREPARK DR	Asheville, NC 28805-6206	(828) 251-1224	(828) 251-4695	52	34-2506
Wilson Dialysis	2833 WOOTEN BLVD SW	Wilson, NC 27893-8625	(252) 206-1471	(252) 206-7157	37	34-2507
Southeastern Dialysis Center - Wilmington	2215 YAUPON DR	Wilmington, NC 28401-7334	(910) 343-0664	(910) 343-0674	32	34-2511
Elizabeth City Dialysis	1840 W CITY DR	Elizabeth City, NC 27909-9632	(252) 338-2217	(252) 338-4051	29	34-2515
Southeastern Dialysis Center - Whiteville	608 PECAN LN	Whiteville, NC 28472-2949	(910) 642-0233	(910) 642-6239	24	34-2521
South Charlotte Dialysis	10504 PARK RD	Charlotte, NC 28210-8405	(980) 399-4784	9803994817x3063	27	34-2523
Union County Dialysis	615 COMFORT LN	Monroe, NC 28112-5599	(704) 225-0944	(704) 225-9233	37	34-2526
Goldsboro Dialysis	2609 HOSPITAL RD	Goldsboro, NC 27534-9424	(919) 734-1410	(919) 731-7346	25	34-2531
Southeastern Dialysis Center - Jacksonville	14 OFFICE PARK DR	Jacksonville, NC 28546-7325	(910) 353-6888	(910) 353-6839	38	34-2532
Southeastern Dialysis Center - Kenansville	133 LIMESTONE RD	Kenansville, NC 28349-9019	(910) 441-3045	(910) 441-3063	17	34-2535
Dialysis Care of Rockingham County	251 W KINGS HWY	Eden, NC 27288-5009	(336) 623-7906	(336) 623-7428	25	34-2536
Dialysis Care of Richmond County	771 CHERAW RD	Hamlet, NC 28345-7158	(910) 582-5822	(910) 582-1320	30	34-2539
Edenton Dialysis	312 MEDICAL ARTS DR	Edenton, NC 27932-8607	(252) 482-0763	(252) 482-0863	20	34-2541
Vance County Dialysis	854 S BECKFORD DR	Henderson, NC 27536-3487	(252) 492-4239	(252) 492-5713	42	34-2543
Dialysis Care of Rowan County	111 DORSETT DR	Salisbury, NC 28144-2278	(704) 637-2107	(704) 639-9272	34	34-2546
Charlotte Dialysis	2321 W MOREHEAD ST STE 102	Charlotte, NC 28208-5145	(704) 333-5535	(704) 333-3862	33	34-2548
Durham Dialysis	201 HOOD ST	Durham, NC 27701-3715	(919) 680-0002	(919) 680-0012	29	34-2550
Dialysis Care of Moore County	16 REGIONAL DR	Pinehurst, NC 28374-8850	(910) 295-2124	(910) 295-2336	25	34-2555
Sylva Dialysis Center	655 ASHEVILLE HWY	Sylva, NC 28779-2747	(828) 586-3340	(828) 586-3350	16	34-2556
Southeastern Dialysis Center - Burgaw	704 S DICKERSON ST	Burgaw, NC 28425-4904	(910) 259-9925	(910) 259-7067	17	34-2558
Dialysis Care of Anson County	280 WALTON ST	Wadesboro, NC 28170-7581	(980) 575-0145	(980) 575-0162	15	34-2560
Roxboro Dialysis	1005 RIDGE RD	Roxboro, NC 27573-4513	(336) 598-5196	(336) 598-5054	37	34-2562
Hendersonville Dialysis Center	1250 7TH AVE E	Hendersonville, NC 28792-2610	(828) 697-1602	(828) 693-0127	33	34-2564
Dialysis Care of Rutherford County	226 COMMERCIAL ST	Forest City, NC 28043-2851	(828) 248-3660	(828) 248-3825	30	34-2566
Burlington Dialysis	873 HEATHER RD	Burlington, NC 27215-6288	(336) 570-3494	(336) 227-8615	18	34-2567
Ahoskie Dialysis	129 HERTFORD COUNTY HIGH RD	Ahoskie, NC 27910-8131	(252) 332-3896	(252) 332-3971	16	34-2570
Dialysis Care of Franklin County	1706 NC HWY 39 N	Louisburg, NC 27549-8329	(919) 496-0300	(919) 496-0188	27	34-2571
Mt. Olive Dialysis	105 MICHAEL MARTIN RD	Mount Olive, NC 28365-1112	(919) 658-0878	(919) 658-0873	20	34-2573
Dialysis Care of Edgecombe County	3206 WESTERN BLVD	Tarboro, NC 27886-1828	(252) 641-9004	(252) 641-9007	35	34-2577
Southeastern Dialysis Center - Elizabethtown	101 DIALYSIS DR	Elizabethtown, NC 28337-9048	(910) 862-7022	(910) 862-6312	19	34-2578

Dialysis Care of Hoke County	403 S MAIN ST	Raeford, NC 28376-3222	(910) 875-6561	(910) 875-6652	24	34-2579
Southeastern Dialysis Center - Shallotte	4770 SHALLOTTE AVE	Shallotte, NC 28470-6596	(910) 754-5563	(910) 754-5569	15	34-2582
Dialysis Care of Montgomery County	323 W MAIN ST	Biscoe, NC 27209-9528	(910) 428-4052	(910) 428-4535	20	34-2583
Dialysis Care of Martin County	100 MEDICAL DR	Williamston, NC 27892-2156	(252) 792-2386	(252) 792-4832	15	34-2584
Goldsboro South Dialysis	1704 WAYNE MEMORIAL DR	Goldsboro, NC 27534-2240	(919) 739-6505	(919) 739-6506	22	34-2587
Dialysis Care of Kannapolis	1607 N MAIN ST	Kannapolis, NC 28081-2317	(704) 933-0809	(704) 932-6964	25	34-2592
Cherokee Dialysis Center	53 ECHOTA CHURCH RD	Cherokee, NC 28719-9702	(828) 497-6866	(828) 497-2598	20	34-2602
Weaverville Dialysis	329 MERRIMON AVE	Weaverville, NC 28787-9253	(828) 658-1441	(828) 658-1563	20	34-2604
Durham West Dialysis	4307 WESTERN PARK PL	Durham, NC 27705-1204	(919) 384-0712	(919) 384-0853	25	34-2616
Charlotte East Dialysis	5627 ALBEMARLE RD	Charlotte, NC 28212-3611	(704) 535-3962	(704) 531-4878	34	34-2627
Chadbourn Dialysis Center	210 STRAWBERRY BLVD	Chadbourn, NC 28431-1418	(910) 654-3190	(910) 654-5747	17	34-2628
Waynesville Dialysis Center	11 PARK TERRACE DR	Clyde, NC 28721-7445	(828) 627-2907	(828) 627-2924	24	34-2629
Copperfield Dialysis	1030 VINEHAVEN DR NE	Concord, NC 28025-2438	(704) 795-7552	(704) 795-7567	27	34-2631
Forest Hills Dialysis	1605 MEDICAL PARK DR W	Wilson, NC 27893-2799	(252) 265-0020	(252) 265-0645	31	34-2637
Southern Pines Dialysis Center	209 WINDSTAR PL	Southern Pines, NC 28387-7086	(910) 692-6218	(910) 692-9473	18	34-2638
Reidsville Dialysis	1307 FREEWAY DR	Reidsville, NC 27320-7104	(336) 348-6857	(336) 348-6861	27	34-2640
McDowell County Dialysis	100 SPAULDING RD STE 2	Marion, NC 28752-5116	(828) 659-9790	(828) 659-9794	13	34-2645
Smoky Mountain Dialysis	1611 ANDREWS RD	Murphy, NC 28906-5100	(828) 835-4910	(828) 835-7394	13	34-2649
Greene County Dialysis Center	1025 KINGOLD BLVD	Snow Hill, NC 28580-1616	(252) 747-9987	(252) 747-9990	21	34-2650
MAXTON DIALYSIS	202 E DR MARTIN LUTHER KING JR	Maxton, NC 28364-1861	(910) 844-2693	(910) 844-2696	14	34-2651
Wallace Dialysis	5650 S NC 41 HWY	Wallace, NC 28466-6094	(910) 285-6424	(910) 285-6928	20	34-2659
Mayland Dialysis Center	575 ALTAPASS HWY	Spruce Pine, NC 28777-3012	(828) 766-8122	(828) 765-6946	9	34-2660
North Charlotte Dialysis Center	6620 OLD STATESVILLE RD	Charlotte, NC 28269-6768	(704) 599-1355	(704) 599-1511	36	34-2663
Marshville Dialysis Center	7260 E MARSHVILLE BLVD	Marshville, NC 28103-1191	(704) 624-5000	(704) 624-5040	12	34-2666
Southport Dialysis Center	1513 N HOWE ST STE 15	Southport, NC 28461-2770	(910) 454-0273	(910) 454-0277	11	34-2669
Harrisburg Dialysis Center	3310 PERRY ST	Concord, NC 28027-3901	(704) 792-1144	(704) 792-1164	28	34-2670
Wake Forest Dialysis Center	11001 INGLESIDE PL	Raleigh, NC 27614-8577	(919) 556-0968	(919) 556-7497	21	34-2675
Carthage Dialysis	165 SAVANNAH GARDEN DR	Carthage, NC 28327-6161	(910) 947-1052	(910) 947-1060	12	34-2679
Southpoint Dialysis	415 W NC HWY 54	Durham, NC 27713-7516	(919) 544-5536	(919) 544-5667	16	34-2683
Cape Fear Dialysis	3005 ENTERPRISE DR	Wilmington, NC 28405-2181	(910) 796-8684	(910) 799-7758	32	34-2685
North Burlington Dialysis	2019 N CHURCH ST	Burlington, NC 27217-2928	(336) 227-3450	(336) 227-2084	18	34-2686
Sandhills Dialysis	809 S LONG DR STE B	Rockingham, NC 28379-4375	(910) 895-9924	(910) 997-5042	16	34-2690
Mint Hill Dialysis	11308 HAWTHORNE DR	Mint Hill, NC 28227-9300	(704) 573-2549	(704) 545-3747	21	34-2692
Brevard Dialysis Center	102 COLLEGE STATION DR STE 10	Brevard, NC 28712-3355	(828) 884-4075	(828) 884-4073	13	34-2693
Biltmore Home Training	10 MCDOWELL ST STE 110	Asheville, NC 28801-4104	(828) 255-2839	(828) 251-8366	10	34-2695
Franklin Township Dialysis	80 WESTGATE PLZ	Franklin, NC 28734-1422	(828) 369-1957	(828) 524-6576	12	34-2696
Lumbee River Dialysis	11016 RED SPRINGS RD	Red Springs, NC 28377-8060	(910) 843-3205	(910) 843-1694	15	34-2698
New River Dialysis	111 YOPP RD	Jacksonville, NC 28540-3509	(910) 989-0157	(910) 989-0328	25	34-2700
Surf City Dialysis	22807 US HIGHWAY 17 N	Hampstead, NC 28443-3178	(910) 329-0706	(910) 329-0841	14	34-2703
Kerr Lake Dialysis	1274 RUIN CREEK RD	Henderson, NC 27537-4168	(252) 431-0233	(252) 431-0252	17	34-2704
Huntersville Dialysis	9622 KINCEY AVE	Huntersville, NC 28078-9140	(704) 912-3890	(704) 948-1177	18	34-2707
Albemarle Dialysis	101 DAVITA LANE	Elizabeth City, NC 27909-3314	(252) 338-0151	(252) 338-0567	14	34-2708
Alamance County Dialysis	829 S MAIN ST	Graham, NC 27253-3763	(336) 229-9169	(336) 229-6378	13	34-2709
Sampson County Home Training	331 NORTH BLVD	Clinton, NC 28328-1911	(910) 590-2777	(910) 592-1646	5	34-2712
Leland Dialysis	1220 MAGNOLIA VILLAGE WAY	Leland, NC 28451-9464	(910) 371-0391	(910) 371-3304	16	34-2716
Coastal Plains Dialysis	209 NC HWY 111 S	Goldsboro, NC 27534-9253	(919) 778-5766	(919) 751-7672	12	34-2723
Sharpsburg Dialysis	191 SE RAILROAD ST	Sharpsburg, NC 27878-9500	(252) 446-1791	(252) 446-1796	10	34-2725
Glen Raven Dialysis	2210 W WEBB AVE	Burlington, NC 27217-1068	(336) 538-9820	(336) 538-9826	14	34-2726
Garden City Dialysis Center	1100 STEWART AVE STE 2	Garden City, NY 11530-4839	(516) 357-0004	(516) 357-7377	31	33-2605
Nash County Dialysis	110 ENTERPRISE DR	Rocky Mount, NC 27804-9503	(252) 451-0661	(252) 451-0665	12	34-2728
Catawba County Dialysis	1900 3RD AVE LN SE	Hickory, NC 28602-2959	(828) 304-0102	(828) 322-4570	16	34-2729
Spencer Dialysis	1287 N SALISBURY AVE	Spencer, NC 28159-1834	(704) 636-3545	(704) 636-3275	14	34-2730
BROOKSHIRE DIALYSIS	5601 TUCKASEEGEE RD	Charlotte, NC 28208-2525	(704) 395-6091	(704) 395-4963	11	34-2731
Bull City Dialysis	3607 WITHERSPOON BLVD	Durham, NC 27707-6853	(919) 401-8679	(919) 401-6478	16	34-2732
Durham Regional Dialysis	3901 N ROXBORO ST STE 108	Durham, NC 27704-2181	(919) 471-2523	(919) 471-8699	10	34-2734
Sugar Creek Dialysis	5100 REAGAN DR STE 10	Charlotte, NC 28206-1353	(704) 921-9823	(704) 597-2902	10	34-2736
Mebane Dialysis	616 N FIRST ST	Mebane, NC 27302-2106	(919) 563-1052	(919) 563-1484	10	34-2739
Roanoke-Chowan Dialysis	626 W MAIN ST	Murfreesboro, NC 27855-1510	(252) 396-0572	(252) 396-0368	10	34-2740
Downtown Durham Dialysis	1100 N MIAMI BLVD STE 500A	Durham, NC 27703-2479	(919) 530-1571	(919) 530-8576	10	34-2741
OAK CITY DIALYSIS	3645 TRUST DR	Raleigh, NC 27616-2955	(919) 876-6827	(919) 876-2385	10	34-2744
Robersonville Dialysis	102 COYOTE LN	Robersonville, NC 27871-9514	(252) 795-2010	(252) 795-0343	10	34-2746
Hickory Ridge Dialysis	9562 ROCKY RIVER RD	Charlotte, NC 28215-9592	(704) 921-4990	(704) 921-9548	10	34-2747
Perquimans Dialysis	210 OCEAN HWY S	Hertford, NC 27944-7901	(252) 426-3349	(252) 426-3345	10	34-2749
Rosewood Dialysis	105 ADAIR DR	Goldsboro, NC 27530-4516	(919) 581-9831	(919) 735-4840	10	34-2752
Kenly Dialysis	9266 US HWY 301 SOUTH P.O. Box 3	Kenly, NC 27542	(919) 284-1714	(919) 284-0813	10	34-2753
Pinehurst Home Training	246 OLMSTEAD BLVD STE E	Pinehurst, NC 28374-6005	(910) 255-0013	(910) 215-0224	0	34-2754
Arden Dialysis	2621 HENDERSONVILLE RD	Arden, NC 28704-9226	(828) 630-1038	(828) 630-1055	14	34-2756
Hope Valley Dialysis	101 W WOODCROFT PKWY	Durham, NC 27713-9471	(984) 250-7106	(984) 250-7127	10	34-2758
BLADENBORO DIALYSIS	219 MARTIN LUTHER KING JR DR	Bladenboro, NC 28320-8682	(910) 863-2046	(910) 863-2380	14	34-2759
Cannon Dialysis	614 S CANNON BLVD	Kannapolis, NC 28083-5240	(704) 273-3471	(704) 273-3062	11	34-2760
New Hanover Dialysis	3147 S 17TH ST	Wilmington, NC 28412-1030	(910) 794-6110	(910) 794-4288	18	342717
Research Triangle Park Dialysis	4021 STIRRUP CREEK DR STE 400	Durham, NC 27703-9352	(919) 206-4606	(919) 224-1449	10	342718
Fargo Dialysis Center	4474 23RD AVE S STE M	Fargo, ND 58104-8795	(701) 281-3900	(701) 282-2635	12	35-2502
Mt. Auburn Dialysis	2109 READING RD	Cincinnati, OH 45202-1417	(513) 784-1800	(513) 723-2355	29	36-2502
Southland Dialysis	3401 GLENDALE AVE STE 110	Toledo, OH 43614-2490	(419) 389-9681	(419) 389-9196	28	36-2509
Zanesville Dialysis	3120 NEWARK RD	Zanesville, OH 43701-9659	(740) 454-2911	(740) 452-0847	22	36-2518
Blue Ash Dialysis	10600 MCKINLEY RD	Blue Ash, OH 45242-3716	(513) 733-8215	(513) 733-8293	18	36-2519
Eastgate Dialysis	4435 AICHOLTZ RD	Cincinnati, OH 45245-1690	(513) 752-5544	(513) 752-5736	16	36-2522
Wright Field Dialysis	1431 BUSINESS CENTER CT	Dayton, OH 45410-3300	(937) 252-1867	(937) 252-2256	15	36-2524
Home Dialysis of Dayton South	3030 S DIXIE DR	Kettering, OH 45409-1516	(937) 296-1171	(937) 296-1476	3	36-2541
Home Dialysis of Dayton	455 TURNER RD STE B	Dayton, OH 45415-3630	(937) 278-8261	(937) 275-4465	0	36-2542
Columbus Dialysis	226 GRACELAND BLVD STE 3-09A	Columbus, OH 43214-1532	(614) 985-1732	(614) 781-0906	21	36-2543
Maumee Bay Dialysis	3310 DUSTIN RD	Oregon, OH 43616-3302	(419) 697-2191	(419) 697-2177	18	36-2547
Willow Dialysis Center	1675 ALEX DR	Wilmington, OH 45177-2446	(937) 383-3338	(937) 383-3631	19	36-2551
Ashtabula Dialysis	1614 W 19TH ST	Ashtabula, OH 44004-3036	(440) 964-9777	(440) 964-8914	17	36-2554
Shaker Square Dialysis	12800 SHAKER BLVD STE 1	Cleveland, OH 44120-2000	(216) 491-4867	(216) 491-4925	20	36-2560
Belmont Dialysis	68639 BANNOCK RD	Saint Clairsville, OH 43950-9736	(740) 699-0220	(740) 699-0703	10	36-2561
Marietta Dialysis	1019 PIKE ST	Marietta, OH 45750-3500	(740) 376-2622	(740) 376-2633	12	36-2563
Middleburg Heights Dialysis	7360 ENGLE RD	Middleburg Heights, OH 44130-3429	(440) 891-5645	(440) 891-5655	24	36-2572
Swan Creek Dialysis	5201 AIRPORT HWY	Toledo, OH 43615-6800	(419) 214-0540	(419) 214-0546	17	36-2587
Midwest Springfield Dialysis	2200 N LIMESTONE ST STE 104	Springfield, OH 45503-2692	(937) 390-3125	(937) 390-6022	16	36-2592
Southwest Ohio Dialysis	215 S ALLISON AVE	Xenia, OH 45385-3694	(937) 376-1453	(937) 374-2930	21	36-2594
Dayton North Dialysis	455 TURNER RD STE A	Dayton, OH 45415-3630	(937) 278-7861	(937) 278-8336	24	36-2595
Belden Community Dialysis	4377 WHIPPLE AVE NW	Canton, OH 44718-2643	(330) 649-9300	(330) 491-4881	24	36-2600
Fairfield Dialysis	1210 HICKS BLVD	Fairfield, OH 45014-1921	(513) 939-1110	(513) 939-1202	14	36-2602
Fairfield Home Training Dialysis	1210 HICKS BLVD	Fairfield, OH 45014-1921	(513) 939-1120	(513) 939-1150	0	36-2608
Winton Road Dialysis	6550 WINTON RD	Cincinnati, OH 45224-1327	(513) 591-2900	(513) 591-0208	24	36-2611
Summit Renal Center	73 MASSILLON RD	Akron, OH 44312-1028	(330) 733-1861	(330) 733-4696	19	36-2613
North Ridge Dialysis	6830 N RIDGE RD	Madison, OH 44057-2637	(440) 428-8377	(440) 428-0615	12	36-2614
Parma Dialysis Center	6735 AMES RD	Parma, OH 44129-5601	(440) 743-0690	(440) 743-0685	20	36-2620
Seneca Dialysis	10 ST LAWRENCE DR	Tiffin, OH 44883-8310	(419) 443-1051	(419) 443-1142	13	36-2622
White Ponds Dialysis	791 WHITE POND DR	Akron, OH 44320-4202	(330) 835-9083	(330) 835-9353	22	36-2623
Western Hills Dialysis	3267 WESTBOURNE DR	Cincinnati, OH 45248-5110	(513) 347-0444	(513) 347-0150	16	36-2628
Columbus East Dialysis	299 OUTERBELT ST	Columbus, OH 43213-1529	(614) 501-7224	(614) 501-5197	25	36-2629
Silverton Dialysis	6929 SILVERTON AVE	Cincinnati, OH 45236-3701	(513) 793-0555	(513) 793-4183	16	36-2633
Montgomery Home Training	11135 MONTGOMERY RD	Cincinnati, OH 45249-2338	(513) 810-4369	(513) 810-4387	4	36-2634

Mercy Canton Dialysis	1320 MERCY DR NW	Canton, OH 44708-2614	(330) 471-1729	(330) 471-1759	18	36-2640
Premiere Kidney Center of Newark	65 S TERRACE AVE	Newark, OH 43055-1355	(740) 522-2955	(740) 522-2975	21	36-2644
Midwest Fairborn Dialysis	1266 N BROAD ST	Fairborn, OH 45324-5549	(937) 879-0433	(937) 879-0589	19	36-2645
Butler County Dialysis	3497 S DIXIE HWY	Franklin, OH 45005-5717	(513) 993-5777	(513) 422-1634	20	36-2647
Columbus Downtown Dialysis	415 E MOUND ST	Columbus, OH 43215-5532	(614) 228-1773	(614) 228-1881	24	36-2650
Munroe Falls Dialysis	265 N MAIN ST	Munroe Falls, OH 44262-1090	(330) 689-1400	(330) 689-1408	13	36-2651
Darke County Dialysis	1111 SWEITZER ST STE B	Greenville, OH 45331-1189	(937) 548-7019	(937) 548-6519	10	36-2659
Home Dialysis Services of Sandusky	2819 S HAYES AVE STE 8	Sandusky, OH 44870-5391	(419) 627-0477	(419) 627-0466	0	36-2660
Alliance Community Dialysis	270 E STATE ST STE 110	Alliance, OH 44601-4309	(330) 821-1657	(330) 821-1735	19	36-2669
Belpre Dialysis	2906 WASHINGTON BLVD	Belpre, OH 45714-1848	(740) 401-0607	(740) 401-0691	12	36-2671
Northwood Dialysis	611 LEMOYNE RD	Northwood, OH 43619-1811	(419) 698-3423	(419) 698-5165	13	36-2680
Fairborn Dialysis	3070 PRESIDENTIAL DR STE A	Beavercreek, OH 45324-6273	(937) 426-6475	(937) 426-2436	12	36-2683
Strongsville Dialysis	17792 PEARL RD	Strongsville, OH 44136-6909	(440) 238-9270	(440) 238-9275	18	36-2684
White Oak Home Training Dialysis	5520 CHEVIOT RD STE B	Cincinnati, OH 45247-7069	(513) 385-3580	(513) 385-4589	0	36-2687
White Oak Dialysis	5520 CHEVIOT RD STE B	Cincinnati, OH 45247-7069	(513) 741-1062	(513) 741-2819	20	36-2688
Butler County Home Training Dialysis	7335 YANKEE RD SUITE 101	Liberty Township, OH 45044-0008	(513) 755-2524	(513) 755-3268	4	36-2689
Kettering Dialysis	5721 BIGGER RD	Kettering, OH 45440-2752	(937) 435-4030	(937) 435-4140	16	36-2690
Hilliard Dialysis	19133 HILLIARD BLVD	Rocky River, OH 44116-2907	(216) 712-4700	(216) 712-4704	18	36-2699
Sandusky Dialysis Center	211 LAKESIDE PARK	Sandusky, OH 44870-8639	(419) 626-3809	(419) 626-5107	17	36-2700
McCarty Lane Dialysis	500 MCCARTY LN	Jackson, OH 45640-7019	(740) 286-1600	(740) 286-1615	12	36-2701
Eastgate Home Training	4435 AICHOLTZ RD STE 800B	Cincinnati, OH 45245-1690	(513) 752-8301	(513) 752-8483	0	36-2702
Eaton Dialysis	105 E WASHINGTON JACKSON RD	Eaton, OH 45320-9789	(937) 456-1174	(937) 456-1945	12	36-2703
Green Valley Dialysis	1489 W WARM SPRINGS RD STE 12	Henderson, NV 89014-7637	(702) 450-8877	(702) 450-8887	18	29-2517
Las Vegas Renal Center	2333 RENAISSANCE DR	Las Vegas, NV 89119-6191	(702) 740-8580	(702) 740-8684	14	29-2507
Columbus West Dialysis	1395 GEORGESVILLE RD	Columbus, OH 43228-3611	(614) 279-8495	(614) 279-8715	15	36-2705
Wauseon Dialysis Center	721 S SHOOP AVE	Wauseon, OH 43567-1729	(419) 335-0695	(419) 335-0812	13	36-2706
Lebanon Dialysis Center	918B COLUMBUS AVE	Lebanon, OH 45036-1402	(513) 934-0272	(513) 934-3410	16	36-2707
Delhi Dialysis	5040 DELHI PIKE	Cincinnati, OH 45238-5388	(513) 922-5900	(513) 922-5909	16	36-2708
Pataskala Dialysis Center	642 EAST BROAD ST	Pataskala, OH 43062-7627	(740) 964-1306	(740) 964-2698	8	36-2709
Point Place Dialysis	4747 SUDER AVE STE 107	Toledo, OH 43611-2869	(419) 727-9692	(419) 727-9743	12	36-2712
Anderson Dialysis Center	7502 STATE RD STE 1160	Cincinnati, OH 45255-2800	(513) 624-0400	(513) 624-0182	16	36-2715
Grove City Dialysis	4155 KELNOR DR	Grove City, OH 43123-2960	(614) 801-0323	(614) 801-0539	8	36-2716
Akron Renal Center	525 E MARKET ST BLDG 50	Akron, OH 44304-1619	(330) 375-6848	(330) 375-3421	16	36-2719
Dublin Dialysis	6770 PERIMETER DR	Dublin, OH 43016-8063	(614) 798-8359	(614) 798-8442	12	36-2728
Midwest Urbana Dialysis	1430 E US HIGHWAY 36	Urbana, OH 43078-9112	(937) 484-4600	(937) 484-4407	12	36-2729
Rockside Dialysis	4801 ACORN DR	Independence, OH 44131-2566	(216) 525-0990	(216) 525-3106	16	36-2731
Logan Dialysis	12880 GREY ST	Logan, OH 43138-9638	(740) 380-6049	(740) 380-6280	12	36-2732
Forest Fair Dialysis	1145 KEMPER MEADOW DR	Cincinnati, OH 45240-4118	(513) 674-1691	(513) 674-1697	16	36-2734
US Grant Dialysis	458 HOME ST	Georgetown, OH 45121-1408	(937) 378-1323	(937) 378-5130	12	36-2735
Batavia Dialysis	4000 GOLDEN AGE DR	Batavia, OH 45103-1913	(513) 735-0700	(513) 735-0087	12	36-2736
Ohio Pike Dialysis	1761 STATE ROUTE 125	Amelia, OH 45102-2007	(513) 797-0713	(513) 797-0617	12	36-2739
Hillsboro Regional Dialysis	1487 N HIGH ST STE 1A	Hillsboro, OH 45133-8496	(937) 393-9020	(937) 393-9095	14	36-2741
Norwood Dialysis	2300 WALL ST STE O	Cincinnati, OH 45212-2789	(513) 531-2111	(513) 531-0236	25	36-2742
Redbank Village Dialysis	3960 RED BANK RD Suite 160	Cincinnati, OH 45227-3421	(513) 271-5420	(513) 271-5437	12	36-2743
Cherry Valley Dialysis	1627 W MAIN ST	Newark, OH 43055-1345	(740) 522-1699	(740) 522-1555	25	36-2744
Rivers Edge Dialysis	1006 E STATE ST STE B	Athens, OH 45701-2158	(740) 592-1364	(740) 593-3876	13	36-2748
Villa of Great Northern	22710 FAIRVIEW CENTER DR STE 10	Fairview Park, OH 44126-3607	(440) 734-4630	(440) 734-4659	8	36-2749
Clermont County Dialysis	5901 MONTCLAIR BLVD STE 100	Milford, OH 45150-2547	(513) 248-0593	(513) 248-1853	12	36-2751
Detroit Road Dialysis	7901 DETROIT AVE	Cleveland, OH 44102-2828	(216) 961-6498	(216) 961-6802	24	36-2754
St V Quadrangle Dialysis	2302 COMMUNITY COLLEGE AVE	Cleveland, OH 44115-3117	(216) 574-4805	(216) 574-4901	13	36-2756
Dover Community Dialysis	899 E IRON AVE	Dover, OH 44622-2097	(330) 364-6309	(330) 364-6490	16	36-2765
Amherst Dialysis	3200 COOPER FOSTER PRK RD W	Lorain, OH 44053-3654	(440) 989-1410	(440) 989-1417	17	36-2766
Steubenville Dialysis	1799 SINCLAIR AVE SUITE 1	Steubenville, OH 43953-3373	(740) 346-2840	(740) 346-2846	21	36-2772
Flower Dialysis	5308 HARROUN RD STE 60	Sylvania, OH 43560-2114	(419) 824-6074	(419) 882-3830	12	36-2775
Lexington Dialysis	390 S BROAD ST	Lexington, TN 38351-2257	(731) 968-0350	(731) 968-0354	13	44-2622
Adena Dialysis	1180 N BRIDGE ST	Chillicothe, OH 45601-1793	(740) 773-3733	(740) 773-3741	17	36-2777
National Trail Dialysis	171 S TUTTLE RD	Springfield, OH 45505-1560	(937) 328-7399	(937) 328-7513	18	36-2780
Park Side Dialysis	241 W SCHROCK RD	Westerville, OH 43081-2874	(614) 882-1734	(614) 882-4529	17	36-2783
Miamisburg Dialysis	290 ALEXANDERSVILLE RD	Miamisburg, OH 45342-3611	(937) 865-0633	(937) 865-0735	11	36-2785
Massillon Community Dialysis	2112 LINCOLN WAY E	Massillon, OH 44646-7034	(330) 837-7730	(330) 837-7753	12	36-2789
Fremont Regional Dialysis	100 PINNACLE DR	Fremont, OH 43420-7400	(419) 332-0310	(419) 332-0296	13	36-2791
Buckeye Dialysis	3050 S DIXIE DR	Kettering, OH 45409-1516	(937) 643-2337	(937) 643-2487	17	36-2792
Kingsville Dialysis	5740 DIBBLE RD	Kingsville, OH 44048-9809	(440) 224-1338	(440) 224-2601	6	36-2793
Lucas County Home Training	2702 NAVARRE AVE STE 203	Oregon, OH 43616-3224	(419) 691-1514	(419) 691-1594	2	36-2794
Atrium Dialysis	4421 ROOSEVELT BLVD STE D	Middletown, OH 45044-9024	(513) 422-6879	(513) 422-6911	16	36-2795
Upper Valley Kidney Center	3190 N COUNTY ROAD 25A	Troy, OH 45373-1337	(937) 332-3733	(937) 332-3794	22	36-2796
Auburn Road Dialysis	7611 AUBURN RD	Painesville, OH 44077-9608	(440) 357-2927	(440) 357-2976	13	36-2799
Steubenville Home Training	1799 SINCLAIR AVE STE 2	Steubenville, OH 43953-3373	(740) 346-2740	(740) 346-2783	0	36-2801
Apple Valley Dialysis	1485 COSHOCTON AVE	Mount Vernon, OH 43050-1544	(740) 392-3436	(740) 392-3843	9	36-2802
Five Rivers Dialysis	4750 N MAIN ST	Dayton, OH 45405-5021	(937) 278-5139	(937) 278-5722	17	36-2803
Mid Ohio Dialysis	2148 W 4TH ST	Ontario, OH 44906-1200	(419) 747-4039	(419) 747-4046	14	36-2804
Kenton Dialysis	1207 E COLUMBUS ST KENTON RID	Kenton, OH 43326-1760	(419) 675-4075	(419) 675-1108	10	36-2805
Harrison Dialysis	10475 HARRISON AVE	Harrison, OH 45030-1941	(513) 202-0373	(513) 202-0819	13	36-2806
Meadowhawk Dialysis	491 COLEMANS XING COLEMAN'S C	Marysville, OH 43040-7068	(937) 642-0676	(937) 642-0412	9	36-2807
Hilliard Station Dialysis	2447 HILLIARD ROME RD	Hilliard, OH 43026-8194	(614) 876-3610	(614) 876-3144	13	36-2808
Kidney Center of Brunswick	3812 CENTER RD STE 101	Brunswick, OH 44212-3025	(330) 220-4502	(330) 220-4481	16	36-2809
Canal Winchester Dialysis	3568 GENDER RD	Canal Winchester, OH 43110-8007	(614) 834-3564	(614) 834-3597	15	36-2815
Galion Dialysis	865 HARDING WAY W	Galion, OH 44833-1637	(419) 462-0897	(419) 462-0927	17	36-2816
Pike County Dialysis	609 W EMMITT AVE	Waverly, OH 45690-1013	(740) 941-1688	(740) 941-1713	9	36-2817
West Toledo Dialysis	2900 CARSKADDON AVE	Toledo, OH 43606-1601	(419) 531-0755	(419) 531-0957	17	36-2818
Ross Dialysis	3825 KRAUS LN STE S	Fairfield, OH 45014-5867	(513) 738-0276	(513) 738-0305	13	36-2819
Coventry Dialysis	3235 MANCHESTER RD STE 9	Akron, OH 44319-1458	(330) 645-9453	(330) 645-9484	13	36-2820
Dayton South Dialysis	4700 SPRINGBORO PIKE STE A	Moraine, OH 45439-1964	(937) 294-7188	(937) 294-7370	17	36-2821
The Christ Hospital Dialysis	2139 AUBURN AVE 1 WEST	Cincinnati, OH 45219-2906	(513) 585-0314	(513) 585-3942	15	36-2822
Heart of Marion Dialysis	1221 DELAWARE AVE	Marion, OH 43302-6419	(740) 375-0849	(740) 375-0869	13	36-2823
West Chester Dialysis	7760 W VOICE OF AMERICA PARK D	West Chester, OH 45069-3317	(513) 755-1510	(513) 755-1461	17	36-2824
Millersburg Dialysis	1649 S WASHINGTON ST	Millersburg, OH 44654-8902	(330) 674-0476	(330) 674-1295	9	36-2825
West Hamilton Dialysis	1532 MAIN ST	Hamilton, OH 45013-1078	(513) 737-0158	(513) 737-3102	17	36-2826
Ridge Park Dialysis	4805 PEARL RD	Cleveland, OH 44109-5145	(216) 398-6029	(216) 398-6053	14	36-2828
Huber Heights Dialysis	7769 OLD COUNTRY COURT	Huber Heights, OH 45424-2097	(937) 237-0769	(937) 237-1981	15	36-2833
Affinity Place Dialysis	7700 AFFINITY PL	Cincinnati, OH 45231-3566	(513) 521-0981	(513) 521-1566	17	36-2834
Twinsburg Dialysis	2592 E AURORA RD STE 100	Twinsburg, OH 44087-2148	(330) 405-3030	(330) 425-8969	15	36-2837
Ravenna Dialysis	600 ENTERPRISE PKWY	Ravenna, OH 44266-8054	(330) 297-5846	(330) 297-6357	9	36-2838
Wooster Dialysis	4190 BURBANK RD	Wooster, OH 44691-9077	(330) 345-1130	(330) 345-1336	12	36-2840
Western Ridge Dialysis	6909 GOOD SAMARITAN DR STE C	Cincinnati, OH 45247-5209	(513) 353-0237	(513) 353-0230	15	36-2849
Heart of New Albany Dialysis	6530 W CAMPUS OVAL STE 100	New Albany, OH 43054-8726	(614) 855-3445	(614) 855-9695	8	36-2854
Fallen Timbers Dialysis	4330 KEYSTONE DR	Maumee, OH 43537-8795	(419) 887-0762	(419) 887-0773	12	36-2855
Miracle Mile Dialysis	4925 JACKMAN RD UNIT# 59	Toledo, OH 43613-3574	(419) 474-4989	(419) 474-5112	12	36-2859
Mallory Park Dialysis	2808 GERMANTOWN ST	Dayton, OH 45417-4134	(937) 262-8427	(937) 262-8016	24	36-2860
Trotwood Dialysis	5680 SALEM BEND DR	Dayton, OH 45426-1462	(937) 832-8432	(937) 837-9510	12	36-2861
Lawrence County Dialysis	367 COUNTY RD 406 UNIT 11	South Point, OH 45680-8766	(740) 894-0830	(877) 288-1208	9	36-2863
Upper Sandusky Dialysis	111 TARHE TRL	Upper Sandusky, OH 43351-8706	(419) 209-0799	(419) 209-0921	8	36-2864
Canton Dialysis	2912 W TUSCARAWAS ST	Canton, OH 44708-4643	(330) 458-0150	(330) 458-0164	27	36-2866
Boettler Dialysis	1587 BOETTLER RD STE 130	Uniontown, OH 44685-7823	(330) 899-0035	(330) 896-4975	12	36-2867
Loveland Dialysis	8944 COLUMBIA RD STE 6	Loveland, OH 45140-1121	(513) 583-5326	(513) 583-5134	13	36-2872
Medina Square Dialysis	740 N COURT ST	Medina, OH 44256-1748	(330) 721-7824	(330) 721-9540	8	36-2873

Navarre Dialysis	517 PARK ST NW STE A	Navarre, OH 44662-9267	(330) 879-5270	(330) 879-5294	7	36-2884
Starr Dialysis	403 E BROADWAY ST	Toledo, OH 43605-2354	(419) 691-3227	(419) 691-3185	12	36-2885
West Hamilton Home Training	1532 MAIN ST STE B	Hamilton, OH 45013-1078	(513) 737-0934	(513) 737-1138	0	36-2886
Minerva Park Dialysis	4401 CLEVELAND AVE UNIT A	Columbus, OH 43224-1577	(614) 478-9604	(614) 478-9640	17	36-2888
National Road Dialysis	703 MAIN ST	Bridgeport, OH 43912-1315	(740) 633-1903	(740) 633-8831	12	36-2890
Queen City Dialysis	2290 FERGUSON RD	Cincinnati, OH 45238	(513) 347-3626	(513) 347-2680	17	36-2894
Tulsa Dialysis Center	5636 E SKELLY DR	Tulsa, OK 74135-6473	(918) 660-0571	(918) 660-0562	20	37-2504
Midwest City Dialysis Center	7221 E RENO AVE	Midwest City, OK 73110-4474	(405) 869-9600	(405) 869-9605	16	37-2511
Tahlequah Dialysis Center	1373 E BOONE ST	Tahlequah, OK 74464-3364	(918) 431-0665	(918) 431-0623	20	37-2512
Shawnee Dialysis Center	4409 N KICKAPOO AVE STE 113	Shawnee, OK 74804-1224	(405) 878-6762	(405) 878-0063	16	37-2513
Claremore Dialysis Center	202 E BLUE STARR DR	Claremore, OK 74017-4223	(918) 342-1119	(918) 342-2644	16	37-2514
Northwest Bethany Dialysis Center	7800 NW 23RD ST STE A	Bethany, OK 73008-4948	(405) 495-8606	(405) 495-4356	16	37-2515
Broken Arrow Dialysis Center	1710 N 9TH ST	Broken Arrow, OK 74012-8283	(918) 355-0657	(918) 355-2800	16	37-2516
Oklahoma City South Dialysis	319 SW 59TH ST	Oklahoma City, OK 73109-8301	(405) 634-3708	(405) 636-1211	21	37-2518
Duncan Dialysis Center	2845 W ELK AVE BLDG 400	Duncan, OK 73533-1981	(580) 470-8542	(580) 470-8891	12	37-2522
Norman Dialysis Center	1818 W LINDSEY ST STE B104	Norman, OK 73069-4184	(405) 360-9815	(405) 360-9715	12	37-2527
Pryor Dialysis	309 E GRAHAM AVE	Pryor, OK 74361-2434	(918) 825-3100	(918) 825-3183	14	37-2529
Heartland Dialysis	925 NE 8TH ST	Oklahoma City, OK 73104-5800	(405) 236-3043	(405) 239-2390	32	37-2530
Elk City Dialysis Center	1601 W 2ND ST	Elk City, OK 73644-4427	(580) 225-2700	(580) 225-2701	12	37-2531
Edmond Dialysis Center	50 S BAUMANN AVE	Edmond, OK 73034-5676	(405) 330-6646	(405) 330-6221	12	37-2541
Stilwell Dialysis Center	81143 HWY 59	Stilwell, OK 74960-1641	(918) 696-5072	(918) 696-5074	20	37-2545
Central Tulsa Dialysis Center	1124 S SAINT LOUIS AVE	Tulsa, OK 74120-5413	(918) 585-5557	(918) 585-3536	26	37-2546
Tri-State Dialysis	2510 N MAIN ST	Miami, OK 74354-1602	(918) 540-1827	(918) 542-1282	18	37-2547
Okmulgee Dialysis Center	201 S DELAWARE AVE	Okmulgee, OK 74447-5528	(918) 756-3526	(918) 756-1760	16	37-2548
Muskogee Community Dialysis Center	2316 W SHAWNEE ST	Muskogee, OK 74401-2228	(918) 687-0016	(918) 687-1858	16	37-2549
Sapulpa Dialysis	9647 RIDGEVIEW ST	Tulsa, OK 74131-6205	(918) 224-9996	(918) 224-9997	16	37-2560
Clinton Dialysis Center	150 S 31ST ST	Clinton, OK 73601-9118	(580) 323-4349	(580) 323-2793	16	37-2561
Sooner Dialysis	1561 N PORTER AVE	Norman, OK 73071-6621	(405) 329-3830	(405) 329-3791	20	37-2562
McAlester Dialysis	2 E CLARK BASS BLVD STE 101	McAlester, OK 74501-4210	(918) 423-7501	(918) 423-7542	12	37-2564
Durant Dialysis Center	411 WESTSIDE DR	Durant, OK 74701-2932	(580) 920-0808	(580) 920-0828	16	37-2565
Southcrest Dialysis	10921 E 81ST ST	Tulsa, OK 74133-4227	(918) 249-8402	(918) 459-8794	24	37-2567
Greenwood Dialysis Center	1345 N LANSING AVE	Tulsa, OK 74106-5911	(918) 585-8811	(918) 585-5506	12	37-2569
Chickasha Dialysis	228 S 29TH ST	Chickasha, OK 73018-2502	(405) 224-9901	(405) 224-9909	12	37-2572
Anadarko Dialysis Center	414 SE 11TH ST	Anadarko, OK 73005-4442	(405) 247-2299	(405) 247-4888	10	37-2575
Cleveland PD	1059 SE 82ND ST	Oklahoma City, OK 73149-2999	(405) 512-6912	(405) 512-6918	2	37-2579
McIntosh County Dialysis	480 EUNICE BURNS RD	Eufaula, OK 74432-4000	(918) 689-7919	(918) 689-7981	11	37-2580
Ardmore Dialysis Ranch	2617 CROSSROADS DR	Ardmore, OK 73401-2574	(580) 490-9844	(580) 490-9831	28	37-2582
Owasso Dialysis	9521 N OWASSO EXPY	Owasso, OK 74055-5414	(918) 376-9479	(918) 376-2781	16	37-2585
Rose Rock Dialysis	9913 E RENO AVE	Midwest City, OK 73130-3505	(405) 732-1576	(405) 732-1062	12	37-2586
Mid-Del Home Training	9230 E RENO AVE STE A	Midwest City, OK 73130-3337	(405) 732-0744	(405) 732-0651	6	37-2588
Berkshire Home Training	4800 W SAN ANTONIO ST STE 201	Broken Arrow, OK 74012-6127	(918) 249-9716	(918) 254-4173	11	37-2591
Redbird Smith Dialysis	305 S J T STITES ST	Sallisaw, OK 74955-9302	(918) 235-0290	(918) 235-0351	12	37-2592
Yukon Dialysis	12801 NW 10TH ST STE 400	Yukon, OK 73099-4179	(405) 350-3017	(405) 350-0023	13	37-2601
Idabel Dialysis	1319 S LYNN LN	Idabel, OK 74745-6845	(580) 286-1108	(580) 286-5064	13	37-2602
Moore Dialysis	620 S SANTA FE AVE STE C	Moore, OK 73160-2476	(405) 799-2439	(405) 799-2409	12	37-2603
Lawton Dialysis	1110 SW B AVE	Lawton, OK 73501-4229	(580) 595-4987	(580) 595-7296	12	37-2604
Pauls Valley Dialysis	2410 W GRANT AVE	Pauls Valley, OK 73075-9229	(405) 207-9274	(405) 207-9407	12	37-2605
Wagoner Dialysis	402 S WALL ST	Wagoner, OK 74467-5003	(918) 485-4363	(918) 485-3043	12	37-2606
DT4 Dialysis	4800 W SAN ANTONIO ST STE 103	Broken Arrow, OK 74012-6127	(918) 307-1320	(918) 252-9032	4	37-2607
Garfield County Dialysis	204 S VAN BUREN ST STE A	Enid, OK 73703-5812	(580) 237-1264	(580) 237-1463	13	37-2608
Lake Hefner Dialysis	6917 N MAY AVE	Oklahoma City, OK 73116-3238	(405) 810-9533	(405) 810-9632	16	37-2611
Oregon Kidney Center	3524 NE SANDY BLVD	Portland, OR 97232-1961	(503) 236-7097	(503) 236-8110	21	38-2500
Salem Dialysis	3550 LIBERTY RD S STE 100	Salem, OR 97302-5700	(503) 371-8047	(503) 371-7455	25	38-2502
Rogue Valley Dialysis	760 GOLF VIEW DR UNIT 100	Medford, OR 97504-9685	(541) 776-4805	(541) 773-6016	39	38-2505
Redwood Dialysis	201 SW L ST	Grants Pass, OR 97526-2913	(541) 474-0776	(541) 474-0122	12	38-2513
Roseburg/Mercy Dialysis	2410 NW EDENBOWER BLVD STE 1	Roseburg, OR 97471-8830	(541) 672-4608	(541) 672-4817	24	38-2514
Woodburn Dialysis	1840 NEWBERG HWY STE 140	Woodburn, OR 97071-3187	(503) 982-2005	(503) 982-2561	20	38-2516
Four Rivers Dialysis Center	515 EAST LN	Ontario, OR 97914-3953	(541) 889-9557	(541) 889-4649	13	38-2519
Willamette Valley Renal Center	1510 DIVISION ST SUITE 90	Oregon City, OR 97045-1572	(503) 557-1373	(503) 557-1087	13	38-2520
Salem North Dialysis	1220 LIBERTY ST NE	Salem, OR 97301-7330	(503) 315-2212	(503) 315-2199	12	38-2530
Lake Road Dialysis	6902 SE LAKE RD STE 100	Milwaukie, OR 97267-2148	(503) 794-1288	(503) 794-5916	21	38-2534
Hermiston Community Dialysis Center	1155 W LINDA AVE	Hermiston, OR 97838-9601	(541) 289-1122	(541) 289-1150	12	38-2544
Sherwood Dialysis Center	21035 SW PACIFIC HWY	Sherwood, OR 97140-8062	(503) 925-0105	(503) 925-1734	13	38-2546
Meridian Park Dialysis Center	19255 SW 65TH AVE STE 100	Tualatin, OR 97062-9712	(503) 692-8159	(503) 692-1896	16	38-2549
Hillsboro Dialysis Center	2500 NE CENTURY BLVD BLDG E, ST	Hillsboro, OR 97124-7516	(503) 681-9460	(503) 615-8453	13	38-2550
Blue Mountain Kidney Center	72556 COYOTE RD ON AN INDIAN R	Pendleton, OR 97801-1002	(541) 966-8563	(541) 966-8573	12	38-2554
Klamath Falls Dialysis	2421 WASHBURN WAY STE B	Klamath Falls, OR 97603-4531	(541) 882-3401	(541) 273-7431	17	38-2557
McMinnville Dialysis	200 NE NORTON LN	McMinnville, OR 97128-8470	(503) 435-0597	(503) 435-0862	12	38-2558
Cornell Road Dialysis	1700 NW 167TH PL STE 230	Beaverton, OR 97006-4872	(503) 439-8829	(503) 439-9942	17	38-2559
Grants Pass II Dialysis	1055 REDWOOD AVE	Grants Pass, OR 97527-5525	(541) 479-0545	(541) 479-4271	12	38-2565
NE Salem Dialysis	4792 PORTLAND RD NE	Salem, OR 97305-3920	(503) 393-2142	(503) 393-2521	13	38-2566
Portland Gateway Dialysis	9932 NE HALSEY ST	Portland, OR 97220-4495	(503) 253-8170	(503) 253-8573	16	38-2571
Portland MLK Dialysis	2737 NE MARTIN LUTHER KING JR B	Portland, OR 97212-3037	(503) 282-1253	(503) 528-8420	20	38-2572
Lancaster Drive Dialysis	421 LANCASTER DR NE	Salem, OR 97301-4729	(503) 581-6236	(503) 363-0490	25	38-2577
Gresham Station Dialysis	878 NW BURNSIDE RD	Gresham, OR 97030-3718	(503) 465-1068	(503) 491-9229	17	38-2578
Lincoln City Dialysis	2817 NE WEST DEVILS LAKE RD	Lincoln City, OR 97367-5128	(541) 996-2008	(541) 996-2055	8	38-2580
Foster Powell Dialysis	6828 SE FOSTER RD	Portland, OR 97206-4546	(503) 777-5780	(503) 774-3002	17	38-2582
Siskiyou Dialysis	50 ROSSANLEY DR	Medford, OR 97501-1713	(541) 414-2437	(541) 414-2438	24	38-2583
Cape Arago Dialysis	1935 THOMPSON RD	Coos Bay, OR 97420-2040	(541) 266-9937	(541) 266-8506	12	38-2584
Glen Creek Dialysis	645 9TH ST NW STE 145	Salem, OR 97304-3132	(503) 365-6316	(503) 365-8281	13	38-2585
Deschutes River Dialysis	61280 SE COOMBS PL	Bend, OR 97702-3704	(541) 668-8901	(541) 668-8928	13	38-2586
Belle Vernon Dialysis	350 TRI COUNTY LN	Rostraver Township, PA 15012-1990	(724) 797-9163	(724) 797-9172	12	39-2500
Waverly Dialysis	407 BALTIMORE PIKE	Morton, PA 19070-1042	(610) 690-1100	(610) 690-3618	20	39-2502
Upland Dialysis Center	1 MEDICAL CENTER BLVD STE 120	Chester, PA 19013-3902	(610) 447-2825	(610) 490-0945	36	39-2508
Northern Philadelphia Dialysis	5933 N BROAD ST	Philadelphia, PA 19141-1801	(215) 549-5000	(215) 549-9558	24	39-2509
West Philadelphia Dialysis	7609 LINDBERGH BLVD	Philadelphia, PA 19153-2301	(215) 937-1103	(215) 937-0770	24	39-2513
Philadelphia 42nd Street Dialysis	4126 WALNUT ST	Philadelphia, PA 19104-3511	(215) 387-0500	(215) 387-6414	29	39-2521
Thorndale Dialysis	3243 LINCOLN HWY	Thorndale, PA 19372-1012	(610) 384-3902	(610) 380-1246	24	39-2522
Bradford Dialysis	665 E MAIN ST	Bradford, PA 16701-1816	(814) 362-7417	(814) 362-6327	13	39-2523
Dialysis Center of Erie	1641 SASSAFRAS ST	Erie, PA 16502-1858	(814) 455-6455	(814) 456-1188	28	39-2528
Franklin Dialysis Center	150 S INDEPENDENCE MALL W STE	Philadelphia, PA 19106-3400	(215) 922-2801	(215) 922-2817	28	39-2531
McKeesport Dialysis	2001 LINCOLN WAY	White Oak, PA 15131-2419	(412) 678-0183	(412) 678-8417	13	39-2532
West Shore Dialysis	550 N 12TH ST STE 110	Lemoyne, PA 17043-1242	(717) 737-3272	(717) 730-7139	13	39-2534
Cobbs Creek Dialysis	1700 S 60TH ST	Philadelphia, PA 19142-1404	(215) 730-0500	(215) 730-0600	25	39-2536
Meadville Dialysis	19050 PARK AVENUE PLZ	Meadville, PA 16335-4012	(814) 336-6044	(814) 337-2294	17	39-2537
Philadelphia PMC Dialysis	3823 MARKET ST	Philadelphia, PA 19104-3145	(215) 222-0671	(215) 823-6949	27	39-2538
Erie Dialysis	350 E BAYFRONT PKWY STE A	Erie, PA 16507-2410	(814) 454-0480	(814) 454-0682	30	39-2543
NE Philadelphia Dialysis Center	518 KNORR ST	Philadelphia, PA 19111-4604	(215) 745-4859	(215) 745-9145	16	39-2555
South Philadelphia Dialysis Center	109 DICKINSON ST	Philadelphia, PA 19147-6107	(215) 468-6616	(215) 271-1180	20	39-2556
Lebanon County Dialysis	440 OAK ST	Lebanon, PA 17042-6243	(717) 272-3050	(717) 272-3963	16	39-2557
Jefferson Dialysis	14 CLAIRTON BLVD	Pittsburgh, PA 15236-3911	(412) 653-6007	(412) 653-5915	17	39-2573
Corry Dialysis	300 YORK ST	Corry, PA 16407-1420	(814) 664-7520	(814) 663-0295	12	39-2580
Honesdale Dialysis Center	600 MAPLE AVE STE 8	Honesdale, PA 18431-1460	(570) 253-0952	(570) 253-0954	12	39-2582
Palmerton Dialysis Center	185 DELAWARE AVE STE C	Palmerton, PA 18071-1716	(610) 826-5929	(610) 826-4552	10	39-2584
Paris Dialysis	32 STEUBENVILLE PIKE	Paris, PA 15021-8529	(724) 729-3350	(724) 729-3353	17	39-2595
Lewistown Dialysis Center	611 ELECTRIC AVE	Lewistown, PA 17044-1128	(717) 248-2344	(717) 248-3240	23	39-2598

Delaware Valley Dialysis Center	102 DAVITA DR	Milford, PA 18337-9390	(570) 491-9210	(570) 491-9220	16	39-2600
Memphis Street Renal Center	3310 MEMPHIS ST	Philadelphia, PA 19134-4510	(215) 739-9558	(215) 739-9586	18	39-2601
Elizabethtown Dialysis	844 N HANOVER ST	Elizabethtown, PA 17022-1303	(717) 361-0151	(717) 361-8875	13	39-2604
Pocono Dialysis Center	100 PLAZA CT STE B	East Stroudsburg, PA 18301-8258	(570) 476-5630	(570) 476-5634	16	39-2606
PDI-Lancaster	1412 E KING ST	Lancaster, PA 17602-3240	(717) 392-1552	(717) 392-4413	20	39-2609
Northumberland Dialysis	10932 W STATE ROUTE 61	Mount Carmel, PA 17851-2575	(570) 339-5558	(570) 339-5997	13	39-2613
Abington Dialysis	3940A COMMERCE AVE	Willow Grove, PA 19090-1705	(215) 830-1115	(215) 657-2674	22	39-2614
Newtown Dialysis Center	60 BLACKSMITH RD	Newtown, PA 18940-1847	(267) 757-8060	(267) 757-8066	18	39-2616
Palmer Dialysis Center	30 COMMUNITY DR	Easton, PA 18045-2669	(610) 258-8855	(610) 258-3322	20	39-2619
Selinsgrove Dialysis	1030 N SUSQUEHANNA TRAIL	Selinsgrove, PA 17870-7767	(570) 374-1160	(570) 374-3439	13	39-2628
Radnor Dialysis	170 N HENDERSON RD	King Of Prussia, PA 19406-2155	(610) 337-6510	(610) 337-6516	13	39-2630
Jennersville Dialysis Center	1011 W BALTIMORE PIKE STE 107	West Grove, PA 19390-9400	(610) 345-0188	(610) 345-0245	18	39-2631
Wyncote Dialysis	1000 EASTON RD STE 250	Wyncote, PA 19095-2934	(215) 884-3398	(215) 884-3424	24	39-2635
Waynesburg Dialysis	248 ELM DR	Waynesburg, PA 15370-8269	(724) 627-3997	(724) 627-5305	13	39-2641
Dialysis Center at Oxford Court	930 TOWN CENTER DR STE G100	Langhorne, PA 19047-4260	(215) 750-9831	(215) 750-9837	13	39-2644
Homestead Dialysis	207 W 7TH AVE	West Homestead, PA 15120-1002	(412) 476-8700	(412) 476-8805	16	39-2662
Warren Dialysis	2 W CRESCENT PARK	Warren, PA 16365-2111	(814) 728-5570	(814) 728-5574	12	39-2666
Huntingdon Valley Dialysis	769 HUNTINGDON PIKE STE 18	Huntingdon Valley, PA 19006-8362	(215) 379-1788	(215) 379-6779	23	39-2682
PDI-Ebensburg	429 MANOR DR STE 650	Ebensburg, PA 15931-4917	(814) 472-2642	(814) 472-2138	9	39-2686
PDI-Johnstown	344 BUDFIELD ST	Johnstown, PA 15904-3214	(814) 266-4949	(814) 266-4948	21	39-2687
Oak Springs Dialysis	764 LOCUST AVE	Washington, PA 15301-2756	(724) 229-7377	(724) 225-0490	13	39-2692
Pittsburgh Dialysis	4312 PENN AVE	Pittsburgh, PA 15224-1310	(412) 681-8556	(412) 681-8537	12	39-2699
McKeesport West Dialysis	101 9TH ST	McKeesport, PA 15132-3953	(412) 672-3720	(412) 672-3724	16	39-2700
PDI-Walnut Tower	834 WALNUT ST	Philadelphia, PA 19107-5109	(215) 629-1490	(215) 629-5728	19	39-2702
Clearfield Dialysis	8866 CLEARFIELD CURWENSVILLE H	Clearfield, PA 16830-3519	(814) 765-2543	(814) 768-3594	17	39-2704
Mt. Pocono Dialysis	100 COMMUNITY DR STE 106	Tobyhanna, PA 18466-8986	(570) 839-0900	(570) 839-1065	12	39-2705
PDI-Ephrata	67 W CHURCH ST	Stevens, PA 17578-9203	(717) 335-7399	(717) 335-0488	16	39-2706
St Luke's Tamaqua Dialysis	1215 E BROAD ST STE 20	Tamaqua, PA 18252-2229	(570) 668-3480	(570) 668-3483	8	39-2708
Elizabeth Dialysis	201 MCKEESPORT RD	Elizabeth, PA 15037-1623	(412) 384-1822	(412) 384-1828	12	39-2710
Market Street Dialysis	3701 MARKET ST STE 100	Philadelphia, PA 19104-5503	(215) 387-2658	(215) 387-4134	16	39-2718
Lincoln Way Dialysis	1303 LINCOLN WAY STE A	White Oak, PA 15131-1645	(412) 673-1191	(412) 678-1746	14	39-2719
Dunmore Dialysis	1212 ONEILL HWY	Dunmore, PA 18512-1717	(570) 558-0190	(570) 558-0195	12	39-2723
Childs Dialysis	101 MAIN ST	Childs, PA 18407-2905	(570) 281-9201	(570) 281-9185	8	39-2724
Tunkhannock Dialysis	5950 SR 6	Tunkhannock, PA 18657-7905	(570) 836-6139	(570) 587-0882	12	39-2725
Old Forge Dialysis	325 S MAIN ST	Old Forge, PA 18518-1677	(570) 457-3174	(570) 457-3313	12	39-2726
Scranton Dialysis	475 MORGAN HWY	Scranton, PA 18508-2605	(570) 341-8270	(570) 341-8299	14	39-2729
Riddle Dialysis Center	100 GRANITE DR STE 106	Media, PA 19063-5134	(610) 892-4701	(610) 892-2769	16	39-2739
East End - Pittsburgh Dialysis	7714 PENN AVE	Pittsburgh, PA 15221-2116	(412) 241-6790	(412) 241-6794	16	39-2748
Callowhill Dialysis Center	313 CALLOWHILL ST	Philadelphia, PA 19123-4103	(215) 629-3580	(215) 629-3588	20	39-2749
Bloomfield - Pittsburgh Dialysis	5171 LIBERTY AVE STE C	Pittsburgh, PA 15224-2254	(412) 683-3212	(412) 683-3216	24	39-2751
Monroeville Dialysis	2690 MONROEVILLE BLVD	Monroeville, PA 15146-2302	(412) 856-5950	(412) 856-5940	20	39-2752
South Broad Street Dialysis	1172 S BROAD ST	Philadelphia, PA 19146-3142	(215) 875-6720	(215) 875-6721	24	39-2753
Franklin Dialysis at Home	301 CALLOWHILL ST	Philadelphia, PA 19123-4103	(215) 873-0711	(215) 873-0718	0	39-2756
Commonwealth Dialysis	920 S WASHINGTON AVE	Scranton, PA 18505-3810	(570) 344-5267	(570) 963-2125	13	39-2761
Willow Grove Dialysis	1849 DAVISVILLE RD	Willow Grove, PA 19090-4111	(215) 659-3426	(215) 659-3547	24	39-2764
Cottman Kidney Center	7198 CASTOR AVE	Philadelphia, PA 19149-1105	(215) 745-4060	(215) 745-0139	24	39-2766
Fayette County Dialysis	201 MARY HIGGINSON LN STE A	Uniontown, PA 15401-2658	(724) 437-9480	(724) 437-9646	17	39-2767
Allegheny Valley Dialysis	1620 PACIFIC AVE HEIGHTS PLAZA S	Natrona Heights, PA 15065-2101	(724) 224-4382	(724) 224-7298	11	39-2768
Northside Dialysis	930 MADISON AVE	Pittsburgh, PA 15212-4937	(412) 322-2520	(412) 321-1283	21	39-2769
Franklin Commons Dialysis	720 JOHNSVILLE BLVD STE 800	Warminster, PA 18974-3546	(215) 682-7691	(215) 682-7695	16	39-2771
Pittsburgh Home Modality COE	5171 LIBERTY AVE STE A	Pittsburgh, PA 15224-2254	(412) 605-0415	(412) 605-0853	0	39-2772
Budfield Street Home Dialysis	350 BUDFIELD ST STE 1	Johnstown, PA 15904-3214	(814) 254-4262	(814) 254-4323	0	39-2775
Frackville Dialysis	950 MALL RD	Frackville, PA 17931-2505	(570) 874-1238	(570) 874-1863	12	39-2776
Somerset County Dialysis	229 S KIMBERLY AVE STE 100	Somerset, PA 15501-2022	(814) 445-6127	(814) 445-5627	8	39-2778
Thorn Run Dialysis	1136 THORN RUN RD STE J1	Moon Township, PA 15108-4301	(412) 269-2304	(412) 269-2840	15	39-2779
Manheim Pike Dialysis	1650 MANHEIM PIKE	Lancaster, PA 17601-3056	(717) 519-6978	(717) 581-0924	12	39-2785
University City Dialysis	3020 MARKET ST STE 100	Philadelphia, PA 19104-2999	(215) 382-2439	(215) 386-0307	20	39-2787
Buttonwood Dialysis	449 N BROAD ST	Philadelphia, PA 19123-3628	(215) 238-1201	(215) 574-5065	24	39-2788
State College Dialysis	500 SCIENCE PARK RD STE 2	State College, PA 16803-2218	(814) 237-3082	(814) 237-3653	12	39-2789
Westtown Dialysis	105 WESTTOWN RD	West Chester, PA 19382-8902	(610) 701-2492	(610) 429-5478	24	39-2791
Grant One Dialysis	9475 ROOSEVELT BLVD STE 9	Philadelphia, PA 19114-2212	(215) 673-0490	(215) 677-3152	17	39-2792
Broomall Dialysis	2835 W CHESTER PIKE STE 2	Broomall, PA 19008-1833	(610) 356-2719	(610) 356-3647	16	39-2794
Lake Erie Home Dialysis	2563 W 8TH ST	Erie, PA 16505-4430	(814) 838-2849	(814) 838-1584	0	39-2796
Paxton Dialysis	479 PORT VIEW DR STE B21	Harrisburg, PA 17111-1229	(717) 558-0290	(717) 561-5167	17	39-2797
Penn Hills Dialysis	202 RODI RD	Penn Hills, PA 15235-3337	(412) 371-1102	(412) 241-4705	25	39-2798
Harmarville Dialysis	791 FREEPORT RD	Cheswick, PA 15024-1201	(724) 274-9281	(724) 274-9412	13	39-2800
Carlisle Regional Dialysis	419 VILLAGE DR STE 10	Carlisle, PA 17015-6943	(717) 218-5104	(717) 241-0019	12	39-2801
Suburban Campus Dialysis	2100 HARRISBURG PIKE 3RD FLR	Lancaster, PA 17601-2644	(717) 397-4019	(717) 397-3758	30	39-2803
Pocono Home Center	3361 RTE 611 STE 1	Bartonsville, PA 18321-7821	(570) 629-1292	(570) 629-2482	0	39-2804
Bethel Park Dialysis	6000 ALICIA DR	Bethel Park, PA 15102-1850	(412) 833-2612	(412) 835-2527	4	39-2808
City Line Dialysis	4508 CITY LINE AVE	Philadelphia, PA 19131-1509	(215) 473-3071	(215) 879-8305	17	39-2809
Cheltenham Dialysis	133 CHELTENHAM AVE	Cheltenham, PA 19012-1301	(215) 635-1870	(215) 635-1857	21	39-2810
Montage Home Dialysis	3409 BIRNEY AVE	Moosic, PA 18507-1505	(570) 344-1745	(570) 344-1097	0	39-2811
Providence Square Home Training	831 PROVIDENCE RD STE 1	Secane, PA 19018-2921	(610) 626-1816	(610) 626-2174	0	39-2813
St. Luke's Quakertown Dialysis	1021 PARK AVE	Quakertown, PA 18951-1573	(215) 536-8184	(215) 538-2090	12	39-2815
St. Luke's Bethlehem Dialysis	1425 8TH AVE	Bethlehem, PA 18018-2256	(484) 403-4304	(610) 866-1739	36	39-2817
St Luke's Allentown Dialysis	1901 HAMILTON ST STE 100	Allentown, PA 18104-6460	(610) 435-2590	(610) 433-1386	13	39-2818
Eagle Valley Dialysis	166 EAGLES GLEN PLZ	East Stroudsburg, PA 18301-1349	(570) 424-5307	(570) 421-2561	13	39-2821
Millcreek Dialysis	2042 EDINBORO RD	Erie, PA 16509-3404	(814) 866-1930	(814) 868-2693	17	39-2822
Girard Estates Dialysis	1930 S BROAD ST STE 7	Philadelphia, PA 19145-2328	(215) 463-3120	(215) 463-3107	21	39-2823
Robinson Home Training	5888 STEUBENVILLE PIKE STE 4	McKees Rocks, PA 15136-1347	(412) 787-0314	(412) 788-2089	0	39-2824
Tyrone Dialysis	175 HOSPITAL DR	Tyrone, PA 16686-1808	(814) 684-4390	(814) 684-2402	8	39-2825
Woodlyn Dialysis	1310 MACDADE BLVD	Woodlyn, PA 19094-1501	(610) 833-1713	(610) 833-5103	16	39-2826
Lehigh Avenue Dialysis	1300 W LEHIGH AVE STE 106	Philadelphia, PA 19132-2764	(215) 223-1018	(215) 223-1019	29	39-2827
Race Street Dialysis	230 N BROAD ST BOBST BLDG, 12TI	Philadelphia, PA 19102-1121	(215) 563-9383	(215) 563-9429	12	39-2831
Leola Dialysis	345 WEST MAIN ST STE 202	Leola, PA 17540-2108	(717) 556-0080	(717) 556-0085	13	39-2833
Quentin Circle Dialysis	966 ISABEL DR	Lebanon, PA 17042-7482	(717) 273-1026	(717) 277-7204	8	39-2834
Eynon Dialysis	260 SCRANTON CARBONDALE HWY	Eynon, PA 18403-1029	(570) 876-1874	(570) 876-6894	13	39-2836
Saint Charles Way Dialysis	308 SAINT CHARLES WAY	York, PA 17402-4647	(717) 430-5454	(717) 741-3956	47	39-2838
Hanover Dialysis	1155 CARLISLE ST STE 610	Hanover, PA 17331-1200	(717) 632-1681	(717) 632-0625	18	39-2839
St. Luke's Home Training	1901 HAMILTON ST STE 200	Allentown, PA 18104-6460	(610) 776-1479	(610) 433-6306	0	39-2840
St. Luke's Whitehall Dialysis	1220 3RD ST	Whitehall, PA 18052-4905	(610) 266-1706	(610) 266-1574	13	39-2845
Brown Street Dialysis	4800 BROWN ST STE 201	Philadelphia, PA 19139-2105	(215) 581-4993	(215) 883-1573	33	39-2848
New Kensington Dialysis	1 KENSINGTON SQ	New Kensington, PA 15068-6451	(724) 335-2876	(724) 339-6916	8	39-2852
Ellwood City Dialysis	807 LAWRENCE AVE	Ellwood City, PA 16117-1941	(724) 752-1081	(724) 752-9419	5	39-2855
Progress Avenue Dialysis	4390 STURBRIDGE DR	Harrisburg, PA 17110-3668	(717) 545-2805	(717) 545-3987	13	39-2858
Coatesville Dialysis	1129 W LINCOLN HWY	Coatesville, PA 19320-1836	(610) 383-3866	(610) 384-5270	13	39-2859
Penn Trafford Dialysis	4044 ROUTE 130 STE 100	Irwin, PA 15642-7808	(724) 744-0713	(724) 744-5004	8	39-2860
Point Breeze Dialysis	2501 REED ST STE A	Philadelphia, PA 19146-3900	(215) 334-0250	(215) 271-4584	16	39-2861
Concord Township Dialysis	265 WILMINGTON W CHESTER PIKE	Chadds Ford, PA 19317-9039	(610) 558-6965	(610) 558-7806	13	39-2862
Roaring Spring Dialysis	96 JUNE DR	Roaring Spring, PA 16673-2316	(814) 224-6290	(814) 224-7525	8	39-2864
Paoli Park Dialysis	4 INDUSTRIAL BLVD STE 155	Paoli, PA 19301-1614	(610) 644-3941	(610) 407-2805	9	39-2865
Wissahickon Dialysis	235 W CHELTEN AVE	Philadelphia, PA 19144-3802	(215) 844-0637	(215) 844-5685	26	39-2867
Heritage Lake Dialysis	20 EXPEDITION TRL STE 202	Gettysburg, PA 17325-8599	(717) 337-1012	(717) 337-3834	9	39-2869
North Wales Dialysis	1551 S VALLEY FORGE RD	Lansdale, PA 19446-5461	(215) 361-6192	(215) 361-2032	13	39-2871
Fairmount Dialysis	1236 N 26TH ST	Philadelphia, PA 19121-4602	(215) 763-3974	(215) 765-1494	17	39-2873

Napoleon Place Dialysis	420 NAPOLEON PL	Johnstown, PA 15901-2502	(814) 535-8205	(814) 535-7515	12	39-2875
Neshaminy Dialysis	2 NESHAMINY INTERPLEX DR STE 1	Feasterville Trevose, PA 19053-6963	(215) 245-6590	(215) 245-6595	16	39-2879
Harbison Dialysis	6501 ROOSEVELT BLVD STE 6581	Philadelphia, PA 19149-2918	(215) 288-4671	(215) 533-4501	17	39-2881
Roosevelt Avenue Dialysis	1695 ROOSEVELT AVE STE A	York, PA 17408-8521	(717) 767-0189	(717) 767-0194	12	39-2883
Avonworth Dialysis	259 MOUNT NEBO POINTE RD	Pittsburgh, PA 15237-1313	(412) 364-3238	(412) 364-0523	9	39-2886
Duke Street Dialysis	901 E MAIN ST STE 12	Palmyra, PA 17078-1923	(717) 832-1390	(717) 832-1395	13	39-2887
Cedar Grove Dialysis	4952 PARKSIDE AVE	Philadelphia, PA 19131-4746	(215) 871-0810	(215) 871-0817	25	39-2888
St. Luke's Macungie Dialysis	2550 ROUTE 100 STE 2	Macungie, PA 18062-9600	(610) 336-8350	(610) 336-8354	12	39-2889
Norristown Dialysis	1700 MARKLEY ST STE 122	Norristown, PA 19401-2902	(610) 313-8760	(610) 313-8766	13	39-2891
Willow Lakes Dialysis	226 WILLOW VALLEY LAKES DR C/O	Willow Street, PA 17584-9665	(717) 947-3556	(717) 947-3574	13	39-2892
French Creek Dialysis	991 PARK AVE	Meadville, PA 16335-3344	(814) 336-2531	(814) 337-7137	12	39-2894
Rossmoyne Dialysis	5072 RITTER RD STE 104	Mechanicsburg, PA 17055-4823	(717) 790-9039	(717) 790-9752	12	39-2897
North Providence Renal Center	1635 MINERAL SPRING AVE	North Providence, RI 02904-4025	(401) 354-5340	(401) 353-7020	19	41-2506
North Orangeburg Dialysis	124 FIRE TOWER RD	Orangeburg, SC 29118-1401	(803) 531-6202	(803) 534-5263	27	42-2508
Aiken Dialysis	775 MEDICAL PARK DR	Aiken, SC 29801-6306	(803) 641-4222	(803) 641-4224	21	42-2512
Greenwood Dialysis	109 OVERLAND DR	Greenwood, SC 29646-4053	(864) 227-6011	(864) 227-2098	41	42-2515
Walterboro Dialysis	302 RUBY ST	Walterboro, SC 29488-2758	(843) 549-6743	(843) 549-5228	25	42-2528
Central Bamberg Dialysis	67 SUNSET DR	Bamberg, SC 29003-1181	(803) 245-5166	(803) 245-3315	20	42-2534
Greer Kidney Center	14152 E WADE HAMPTON BLVD	Greer, SC 29651-1554	(864) 877-4432	(864) 877-4662	21	42-2539
Upstate Dialysis Center	308 MILLS AVE	Greenville, SC 29605-4022	(864) 271-3700	(864) 271-7929	34	42-2540
Santee Dialysis	228 BRADFORD BLVD	Santee, SC 29142-8677	(803) 854-3133	(803) 854-3135	24	42-2547
Lancaster SC Dialysis	1100 W MEETING ST	Lancaster, SC 29720-2251	(803) 313-6600	(803) 313-6608	29	42-2549
Allendale County Dialysis	1241 BOUNDARY ST W	Fairfax, SC 29827-3611	(803) 632-1587	(803) 632-1611	21	42-2557
South Orangeburg Dialysis	1080 SUMMERS AVE	Orangeburg, SC 29115-4920	(803) 539-0084	(803) 539-0097	16	42-2565
Downtown Greenville Dialysis	297 PETE HOLLIS BLVD	Greenville, SC 29601-1143	(864) 232-9456	(864) 298-8038	21	42-2567
Palmetto Dialysis	317 PROFESSIONAL PARK RD	Clinton, SC 29325-7625	(864) 833-0717	(864) 833-6020	21	42-2578
North Charleston Dialysis	5900 RIVERS AVE STE E	North Charleston, SC 29406-6082	(843) 747-3447	(843) 747-3911	17	42-2585
Pageland Dialysis	505A S PEARL ST	Pageland, SC 29728-2222	(843) 672-3491	(843) 672-3504	16	42-2592
Goose Creek Dialysis	109 GREENLAND DR	Goose Creek, SC 29445-5354	(843) 377-1199	(843) 377-1262	17	42-2596
Pendleton Dialysis	7703 HIGHWAY 76	Pendleton, SC 29670-1818	(864) 646-7715	(864) 646-7423	10	42-2597
Faber Place Dialysis	3801 FABER PLACE DR	North Charleston, SC 29405-8533	(843) 377-1566	(843) 377-1573	16	42-2598
Fort Mill Dialysis	1975 CAROLINA PLACE DR	Fort Mill, SC 29708-6922	(803) 802-3027	(803) 802-0319	30	42-2609
Myrtle Beach Dialysis	3919 MAYFAIR ST	Myrtle Beach, SC 29577-5773	(843) 448-4920	(843) 448-4930	16	42-2610
Greer South Dialysis	3254 BRUSHY CREEK RD	Greer, SC 29650-1000	(864) 801-2065	(864) 801-2742	21	42-2611
Fountain Inn Dialysis	298 CHAPMAN RD	Fountain Inn, SC 29644-6129	(864) 862-2273	(864) 862-2465	11	42-2616
Jedburg Dialysis	2897 W 5TH NORTH ST	Summerville, SC 29483-9674	(843) 873-3955	(843) 873-0266	18	42-2620
Longs Dialysis	90 CLOVERLEAF DR STE 306	Longs, SC 29568-9262	(843) 582-0582	(843) 582-0448	10	42-2622
Ridgeland Dialysis	112 WEATHERSBY ST	Ridgeland, SC 29936-9514	(843) 717-9379	(843) 717-9384	10	42-2626
Abbeville Dialysis	904 W GREENWOOD ST	Abbeville, SC 29620-5687	(864) 459-0347	(864) 459-5879	10	42-2628
Charles Towne Dialysis	1964 ASHLEY RIVER RD STE D-3	Charleston, SC 29407-4737	(843) 852-3537	(843) 852-3241	20	42-2632
Charles Towne Home Program	1964 ASHLEY RIVER RD STE D2	Charleston, SC 29407-4782	(843) 573-8767	(843) 573-2394	4	42-2633
Greer South Home Training	3254 BRUSHY CRK RD STE A	Greer, SC 29650-1000	(864) 877-9157	(864) 801-2937	3	42-2638
McColl Dialysis	3595 US HWY 15-401 E	McColl, SC 29570-5918	(843) 523-6274	(843) 523-5418	16	42-2640
Gaston Dialysis	5224 HWY 321	Gaston, SC 29053-9194	(803) 796-7830	(803) 796-3458	11	42-2641
Harts Dialysis	1015 S 4TH ST	Hartsville, SC 29550-5791	(843) 332-5688	(843) 332-1039	20	42-2642
Pamplico Dialysis	1520 FLAG DR	Florence, SC 29505-2854	(843) 413-0857	(843) 413-0864	20	42-2645
Bluffton Dialysis	101 OKATIE CENTER BLVD S	Bluffton, SC 29909-7547	(843) 706-9900	(843) 706-9949	12	42-2647
Cypress Gardens Home Training	526 BROAD ST	Sumter, SC 29150-3306	(803) 773-5891	(803) 773-6464	4	42-2648
Market Commons Dialysis Center	1350 FARROW PKWY STE 100	Myrtle Beach, SC 29577-2060	(843) 839-0966	(843) 839-0977	17	42-2649
Wofford Dialysis	8024 WHITE AVE	Spartanburg, SC 29303-2043	(864) 583-4798	(864) 583-8220	14	42-2656
Cypress Gardens Dialysis	418 BROAD ST	Sumter, SC 29150-4155	(803) 418-5129	(803) 418-0722	20	42-2661
Flower Town Home Training	2143 N MAIN ST	Summerville, SC 29486-7800	(843) 875-1779	(843) 875-7461	4	42-2665
Marion Towne Dialysis	2529 E HIGHWAY 76	Marion, SC 29571-6347	(843) 423-8861	(843) 423-5334	12	42-2667
Northridge Dialysis	139 MARKET PLACE DR	North Augusta, SC 29860-9274	(803) 279-2628	(803) 279-2578	15	42-2669
Kelley Corners Dialysis	231 KELLEY ST	Lake City, SC 29560-2446	(843) 394-3847	(843) 394-3966	16	42-2674
Sally Hill Dialysis	1471 N CASHUA DR	Florence, SC 29501-6950	(843) 664-9067	(843) 661-7822	12	42-2675
Coronaca Home Dialysis	3337 HIGHWAY 72-221 E	Greenwood, SC 29649-9772	(864) 229-0101	(864) 229-0120	0	42-2678
Red Bank Mills Dialysis	5552 PLATT SPRINGS RD	Lexington, SC 29073-7518	(803) 957-2369	(803) 957-8628	16	42-2679
Forest Acres Dialysis	4450 ROSEWOOD DR	Columbia, SC 29209-2629	(803) 695-3214	(803) 695-3210	12	42-2682
Saluda River Dialysis	8080 AUGUSTA RD	Piedmont, SC 29673-9363	(864) 900-4066	(864) 900-4095	17	42-2683
Boiling Springs Dialysis	196 SLOANE GARDEN RD	Boiling Springs, SC 29316-1929	(864) 814-7395	(864) 814-7899	16	42-2684
Sioux Falls Dialysis	2326 W 69TH ST	Sioux Falls, SD 57108-5610	(605) 332-1262	(605) 339-6183	12	43-2503
Rosebud Dialysis	1 SOLDIER CREEK RD	Rosebud, SD 57570-0610	(605) 747-2916	(605) 747-2699	12	43-2504
Mitchell Dialysis	819 E SPRUCE ST STE 100	Mitchell, SD 57301-4800	(605) 996-0097	(605) 996-0679	12	43-2505
Moccasin Creek Dialysis	3313 SE 6TH AVE	Aberdeen, SD 57401-5504	(605) 225-7344	(605) 225-1698	8	43-2515
Cookeville Dialysis	320 N WILLOW AVE	Cookeville, TN 38501-2337	(931) 520-7763	(931) 646-4866	17	44-2511
Morristown Dialysis	120 PEARCE DR	Morristown, TN 37814-3649	(423) 587-3537	(423) 587-3538	20	44-2517
Dyersburg Dialysis	1575 PARR AVE	Dyersburg, TN 38024-3151	(731) 286-5184	(731) 286-0174	20	44-2533
Columbia Dialysis	1705 GROVE ST	Columbia, TN 38401-3517	(931) 381-4445	(931) 381-9398	15	44-2539
Whitebridge Dialysis	103 WHITE BRIDGE PIKE STE 6	Nashville, TN 37209-4539	(615) 352-5535	(615) 352-5875	16	44-2540
Murfreesboro Dialysis	1644 GATEWAY BLVD	Murfreesboro, TN 37129-2251	(615) 217-9571	(615) 217-9395	17	44-2549
Clarksville Dialysis	231 HILLCREST DR	Clarksville, TN 37043-5093	(931) 645-9694	(931) 647-5517	14	44-2556
Appalachian Dialysis	503 ELM ST	New Tazewell, TN 37825-7525	(423) 626-1242	(423) 626-6587	14	44-2567
Memphis Central Dialysis	889 DR M L KING JR AVE	Memphis, TN 38126-1928	(901) 525-1719	(901) 525-0341	26	44-2573
Memphis East Dialysis	6029 WALNUT GROVE RD STE C003	Memphis, TN 38120-2112	(901) 747-2316	(901) 747-0634	28	44-2576
Williamson County Dialysis	3983 CAROTHERS PKWY STE E-4	Franklin, TN 37067-5936	(615) 794-4423	(615) 794-1672	9	44-2587
Selmer Dialysis	771 MULBERRY AVE	Selmer, TN 38375-2333	(731) 645-1031	(731) 645-4375	24	44-2592
Humboldt Dialysis	2214 OSBORNE ST	Humboldt, TN 38343-3044	(731) 824-2742	(731) 824-2743	25	44-2598
Brownsville Dialysis	380 N DUPREE AVE	Brownsville, TN 38012-2332	(731) 772-3735	(731) 772-9794	21	44-2599
North Jackson Dialysis	217 STERLING FARM DR	Jackson, TN 38305-5727	(731) 664-7444	(731) 664-7470	24	44-2600
Bolivar Dialysis	515 PECAN DR	Bolivar, TN 38008-1611	(731) 658-3828	(731) 659-2840	18	44-2601
Tipton County Dialysis	107 TENNESSEE AVE	Covington, TN 38019-3902	(901) 475-0410	(901) 475-9040	13	44-2604
Camden Dialysis	168 W MAIN ST STE A	Camden, TN 38320-1767	(731) 584-0447	(731) 584-5256	13	44-2607
Galleria Dialysis	9160 US HIGHWAY 64	Lakeland, TN 38002-4766	(901) 380-1511	(901) 380-5624	16	44-2611
Hermitage Dialysis	5530 OLD HICKORY BLVD STE 18	Hermitage, TN 37076-2576	(615) 232-2347	(615) 232-7150	12	44-2617
Lexington Dialysis	756 N LEE HWY	Lexington, VA 24450-3724	(540) 463-1121	(540) 464-6302	20	49-2539
Sumner Dialysis	300 STEAM PLANT RD STE 130	Gallatin, TN 37066-3056	(615) 452-5131	(615) 452-8970	14	44-2623
Renal Care of Central Memphis	1331 UNION AVE STE 101	Memphis, TN 38104-7559	(901) 278-5400	(901) 278-5200	40	44-2637
Blount Dialysis	714 E HARPER AVE	Maryville, TN 37804-4028	(865) 379-1070	(865) 379-1090	28	44-2639
Renal Care of Memphis North	4913 RALEIGH COMMON DR STE 10	Memphis, TN 38128-2485	(901) 937-0650	(901) 385-0740	19	44-2640
Renal Care of Midtown Memphis	1166 MONROE AVE	Memphis, TN 38104-6614	(901) 722-2012	(901) 722-2919	24	44-2646
Collierville Dialysis	791 W POPLAR AVE	Collierville, TN 38017-2543	(901) 853-7809	(901) 853-3538	13	44-2648
Memphis South Dialysis	1205 MARLIN RD	Memphis, TN 38116-5812	(901) 346-6637	(901) 346-7884	16	44-2649
Memphis Graceland Renal Center	4180 AUBURN RD	Memphis, TN 38116-6202	(901) 332-8699	(901) 332-8234	16	44-2650
Whitehaven Renal Center	3420 ELVIS PRESLEY BLVD	Memphis, TN 38116-3260	(901) 396-3794	(901) 396-9286	25	44-2655
Tennessee Valley Dialysis Center	107 WOODLAWN DR STE 2	Johnson City, TN 37604-6287	(423) 926-2976	(423) 926-1232	16	44-2666
TN Smokie Mountain Dialysis	2320 KNOB CREEK STE 408	Johnson City, TN 37604-2581	(423) 232-1969	(423) 262-0320	2	44-2668
Livingston TN Dialysis	308 OAK ST	Livingston, TN 38570-1729	(629) 201-2034	(629) 201-2057	8	44-2669
Knoxville Dialysis	2909 E MAGNOLIA AVE	Knoxville, TN 37914-4516	(865) 525-7035	(865) 524-2425	25	44-2670
Smyrna Dialysis	537 STONECREST PKWY	Smyrna, TN 37167-6884	(615) 220-3024	(615) 220-6238	8	44-2671
Clarksville North Dialysis	3071 CLAY LEWIS RD	Clarksville, TN 37040-5141	(931) 552-0644	(931) 552-6036	13	44-2672
Memphis Southeast Dialysis	1805 MORIAH WOODS BLVD STE 10	Memphis, TN 38117-7121	(901) 685-3192	(901) 685-3645	24	44-2674
Rocky Top Dialysis	921 NEW HWY 68	Sweetwater, TN 37874-2726	(423) 337-5770	(423) 337-9142	17	44-2676
Galleria Home Training Dialysis	9045 HIGHWAY 64 STE 102	Lakeland, TN 38002-8394	(901) 213-2955	(901) 213-1724	0	44-2678
Knoxville Central Dialysis	9141 CROSS PARK DR STE 102	Knoxville, TN 37923-4557	(865) 531-4681	(865) 690-9943	8	44-2681
Memphis Downtown Dialysis	2076 UNION AVE	Memphis, TN 38104-4138	(901) 725-1169	(901) 725-2778	28	44-2682

Clinch River Dialysis	702 N MAIN ST	Clinton, TN 37716-3143	(865) 457-1114	(865) 457-5576	17	44-2686
Millington Dialysis	8510 WILKINSVILLE RD STE 121	Millington, TN 38053-1537	(901) 873-3302	(901) 837-3344	12	44-2689
Capelville Dialysis Center	7008 E SHELBY DR	Memphis, TN 38125-3416	(901) 757-5001	(901) 757-5263	24	44-2692
Ripley Dialysis Center	854 HWY 51 S	Ripley, TN 38063-5536	(731) 221-1883	(731) 221-8022	12	44-2696
Nashville Home Training Dialysis	1919 CHARLOTTE AVE STE 200	Nashville, TN 37203-2245	(615) 329-1162	(615) 329-1368	7	44-2699
Memphis Midtown Dialysis	3430 SUMMER AVE	Memphis, TN 38122-3610	(901) 454-0815	(901) 454-6437	24	44-2704
Sparta Dialysis	150 SAM WALTON DR STE 800	Sparta, TN 38583-8818	(931) 739-3550	(931) 739-3553	8	44-2708
Wolf River Dialysis	7990 TRINITY RD STE 101	Cordova, TN 38018-7731	(901) 751-3120	(901) 751-3223	12	44-2709
State Line Dialysis	2049 E SHELBY DR	Memphis, TN 38116-7639	(901) 348-1931	(901) 348-8401	18	44-2710
Bartlett Renal Center	2920 COVINGTON PIKE	Memphis, TN 38128-6007	(901) 248-6020	(901) 377-0879	12	44-2711
South Jackson Dialysis	46 HARTS BRIDGE RD	Jackson, TN 38301-7512	(731) 422-9568	(731) 422-9556	16	44-2714
Etowah Dialysis	109 GRADY RD	Etowah, TN 37331-1903	(423) 263-3666	(423) 263-3758	16	44-2715
Greeneville Dialysis	110 HERITAGE CT	Greeneville, TN 37743-2081	(423) 639-2110	(423) 639-2071	12	44-2716
Campbell Station Dialysis	111 S CAMPBELL STATION RD	Farragut, TN 37934-2845	(865) 777-2750	(865) 777-2755	13	44-2721
Medina Dialysis	210 GRACE COVE	Medina, TN 38355-8738	(731) 783-0527	(731) 783-5420	12	44-2733
Interstate Drive Dialysis	1843 FOREMAN DR STE B	Cookeville, TN 38501-5933	(931) 372-8853	(931) 372-1777	12	44-2737
Mt Juliet Dialysis	1050 HERSCHEL DR	Mount Juliet, TN 37122-6338	(615) 758-1970	(615) 758-1974	11	44-2738
Airways Dialysis	5247 AIRWAYS BLVD	Memphis, TN 38116-9401	(901) 345-0671	(901) 348-2068	13	44-2740
Fort Campbell Dialysis	1459 FORT CAMPBELL BLVD	Clarksville, TN 37042-3552	(931) 552-6491	(931) 648-7946	21	44-2742
Woodbine Dialysis	5209 LINBAR DR STE 605	Nashville, TN 37211-1037	(615) 333-9765	(615) 333-9331	12	44-2743
Briley Parkway Dialysis	1221 BRIARVILLE RD	Madison, TN 37115-5145	(615) 865-9363	(615) 870-0906	16	44-2744
River Oaks Dialysis	8000 WOLF RIVER BLVD STE 106	Germantown, TN 38138-1754	(901) 757-4809	(901) 757-3627	17	44-2747
Lamar Crossing Dialysis	2926 LAMAR AVE STE 101	Memphis, TN 38114-5614	(901) 743-9366	(901) 743-9369	17	44-2748
Metro Center Dialysis	2292 ROSA L PARKS BLVD	Nashville, TN 37228-1306	(615) 255-0653	(615) 255-0482	12	44-2751
Singleton Farms Dialysis	4031 AUSTIN PEAY HWY	Memphis, TN 38128-2503	(901) 379-0491	(901) 379-0459	17	44-2753
Lewis Creek Dialysis	620 MALL BLVD STE E	Dyersburg, TN 38024-1649	(731) 287-9448	(731) 287-9623	13	44-2754
Foreman Drive Home Training	1843 FOREMAN DR STE 201	Cookeville, TN 38501-5933	(931) 372-2706	(931) 372-8421	0	44-2758
Riverdale Home Training	5144 RIVERDALE RD STE 103	Memphis, TN 38141-0271	(901) 752-5425	(901) 752-5516	0	44-2765
Corpus Christi Dialysis	2733 SWANTNER DR	Corpus Christi, TX 78404-2832	(361) 855-4911	(361) 855-4914	26	45-2514
Island Dialysis	5920 BROADWAY ST	Galveston, TX 77551-4305	(409) 740-1109	(409) 740-1464	27	45-2520
Golden Triangle Dialysis	1020 N 14TH ST	Beaumont, TX 77702-1103	(409) 832-8423	(409) 832-8431	30	45-2524
Renal Center of North Denton	4309 MESA DRIVE	Denton, TX 76207-3438	(940) 566-2701	(940) 483-8251	20	45-2528
San Jacinto Dialysis	11430 EAST FWY STE 330	Houston, TX 77029-1959	(713) 450-4991	(713) 451-5766	17	45-2530
Alice Renal Center	2345 ALICE REGIONAL BLVD	Alice, TX 78332-7291	(361) 664-1723	(361) 664-1763	24	45-2537
Kerrville Dialysis	515 GRANADA PL	Kerrville, TX 78028-5992	(830) 307-5471	(830) 307-5472	18	45-2546
Briarcrest Dialysis	1640 BRIARCREST DR STE 100	Bryan, TX 77802-2709	(979) 260-4908	(979) 268-5890	25	45-2550
Texarkana Regional Dialysis	5502 MEDICAL PARKWAY DR	Texarkana, TX 75503-4623	(903) 832-9771	(903) 791-1774	38	45-2552
Live Oak Dialysis	6700 RANDOLPH BLVD STE 101	Live Oak, TX 78233-4222	(210) 590-0103	(210) 590-0813	20	45-2570
Southwest San Antonio Dialysis Center	7515 BARLITE BLVD	San Antonio, TX 78224-1311	(210) 923-4566	(210) 922-6256	24	45-2571
Med Center Dialysis	5610 ALMEDA RD	Houston, TX 77004-7515	(713) 520-6878	(713) 527-0575	72	45-2572
Renal Center of Beaumont	3050 LIBERTY AVE	Beaumont, TX 77702-1846	(409) 838-6602	(409) 838-9052	25	45-2577
HEB Dialysis Center	1809 FOREST RIDGE DR	Bedford, TX 76022-7961	(817) 545-4509	(817) 545-7392	21	45-2583
Houston Dialysis	900 S LOOP W STE 100	Houston, TX 77054-4632	(713) 748-0942	(713) 741-7357	20	45-2584
San Antonio West Dialysis	4530 CALLAGHAN RD	San Antonio, TX 78228-2617	(210) 431-9048	(210) 431-8934	24	45-2587
Southwest San Antonio Dialysis	1620 SOMERSET RD	San Antonio, TX 78211-3021	(210) 924-6684	(210) 924-8332	16	45-2605
Sagemont Dialysis	1823 BROADWAY ST	Pearland, TX 77581-5605	(281) 996-7913	(281) 996-7858	17	45-2612
Manzanita Dialysis Center	4005 MANZANITA AVE STE 18	Carmichael, CA 95608-1779	(916) 971-1419	(916) 971-1439	21	05-2604
Stone Oak Dialysis	731 CARNOUSTIE DR STE 101	San Antonio, TX 78258-4800	(210) 403-2162	(210) 499-0884	20	45-2623
Marshall Dialysis Center	1301 S WASHINGTON AVE	Marshall, TX 75670-6215	(903) 935-1158	(903) 938-6341	15	45-2624
Mainland Dialysis	4201 GULF FWY	La Marque, TX 77568-3516	(409) 938-1678	(409) 938-1679	24	45-2635
Brenham Dialysis	2815 HIGHWAY 36 S	Brenham, TX 77833-8143	(979) 251-7287	(979) 836-2276	12	45-2641
Northwest Kidney Center	10985 NORTHWEST FWY	Houston, TX 77092-7305	(713) 812-1217	(713) 812-1693	24	45-2642
Valley Ranch Dialysis	22118 MARKET PLACE DR STE 100	New Caney, TX 77357-2110	(281) 577-0006	(281) 354-1728	20	45-2646
Channelview Dialysis	777 SHELDON RD STE C	Channelview, TX 77530-3509	(281) 860-0600	(281) 860-9608	20	45-2647
Renal Center of Lewisville	1600 WATERS RIDGE DR STE B	Lewisville, TX 75057-6039	(972) 436-7211	(972) 436-4138	30	45-2648
Central City Dialysis	1310 MURCHISON DR STE 200	El Paso, TX 79902-4821	(915) 533-8503	(915) 533-8379	28	45-2651
Dialysis Care of McAllen	411 LINDBERG AVE	McAllen, TX 78501-2921	(956) 687-6701	(956) 683-1901	32	45-2654
Victoria Dialysis Center	1405 VICTORIA STATION DR	Victoria, TX 77901-3092	(361) 576-9907	(361) 576-3979	27	45-2658
Huntsville Dialysis	521 IH 45 S STE 20	Huntsville, TX 77340-5651	(936) 295-5500	(936) 291-5022	26	45-2663
Denison Dialysis Center	123 N US HIGHWAY 75	Denison, TX 75020-1544	(903) 337-0731	(903) 465-1659	21	45-2665
Omni Dialysis Center	9350 KIRBY DR STE 110	Houston, TX 77054-2528	(713) 665-4747	(713) 665-3570	48	45-2667
Weslaco Renal Center	910 SOUTH UTAH	Weslaco, TX 78596-4270	(956) 968-1895	(956) 968-4886	20	45-2672
NorthStar Dialysis Center	380 W LITTLE YORK RD	Houston, TX 77076-1303	(281) 448-4506	(281) 448-4376	49	45-2675
Lone Star Dialysis	8560 MONROE RD	Houston, TX 77061-4815	(713) 378-6094	(713) 378-6398	48	45-2676
Central Houston Dialysis	610 S WAYSIDE DR UNIT B	Houston, TX 77011-4605	(713) 928-9040	(713) 928-9059	20	45-2677
North Houston Dialysis Center	8621 FULTON ST	Houston, TX 77022-2021	(713) 699-3748	(713) 699-3558	24	45-2678
Dialysis Care of Greenville	7215 INTERSTATE HWY 30 STE N	Greenville, TX 75402-7110	(903) 455-0041	(903) 455-0220	25	45-2694
Waterloo Dialysis Center	5310 BURNET RD UNIT 122	Austin, TX 78756-2003	(512) 420-9403	(512) 420-9640	24	45-2696
Brookriver Dialysis	8101 BROOKRIVER DR	Dallas, TX 75247-4003	(214) 951-7789	(214) 951-8111	20	45-2703
Reliant Dialysis	1335 LA CONCHA LN	Houston, TX 77054-1809	(713) 794-0600	(713) 794-0999	24	45-2705
North Loop East Dialysis	7139 NORTH LOOP E	Houston, TX 77028-5903	(713) 675-8499	(713) 675-3510	16	45-2706
Cielo Vista Dialysis	7200 GATEWAY BLVD E STE B	El Paso, TX 79915-1301	(915) 771-6893	(915) 771-6897	24	45-2707
Conroe Dialysis Center	233 I-45 N	Conroe, TX 77304-2307	(936) 760-2240	(936) 760-2238	16	45-2708
Northeast Texas Dialysis	413B LOOP 59	Atlanta, TX 75551-2015	(903) 799-5843	(903) 796-1137	13	45-2710
Coastal Dialysis	4300 S PADRE ISLAND DR STE 2-2	Corpus Christi, TX 78411-4433	(361) 855-9449	(361) 855-9398	20	45-2715
West Texas Dialysis	5595 ALAMEDA AVE STE B	El Paso, TX 79905-2915	(915) 881-0254	(915) 772-2823	21	45-2720
El Milagro Dialysis Unit	2800 S INTERSTATE HWY 35 STE 12	Austin, TX 78704-5700	(512) 448-9750	(512) 448-4617	24	45-2727
Spring Branch Dialysis	1425 BLALOCK RD STE 100	Houston, TX 77055-4446	(713) 932-7795	(713) 932-7644	18	45-2728
Cleveland Dialysis Center	202 E FORT WORTH ST	Cleveland, TX 77327-4917	(281) 659-9679	(281) 659-0026	20	45-2731
Floresville Dialysis	543 10TH ST	Floresville, TX 78114-3107	(830) 393-4010	(830) 393-3056	12	45-2733
Gonzales Dialysis Center	1406 N SARAH DEWITT DR	Gonzales, TX 78629-2702	(830) 672-4377	(830) 672-4469	16	45-2734
UT Southwestern-Dallas Dialysis	204 E AIRPORT FWY	Irving, TX 75062-6305	(972) 438-7375	(972) 554-1489	36	45-2736
Brownsville Renal Center	2945 CENTRAL BLVD	Brownsville, TX 78520-8958	(956) 542-8094	(956) 542-0742	20	45-2737
Pearsall Dialysis	1305 N OAK ST	Pearsall, TX 78061-3414	(830) 334-4690	(830) 334-3380	12	45-2740
Loma Vista Dialysis Center	1382 LOMALAND DR STE A	El Paso, TX 79935-5204	(915) 591-0834	(915) 591-5029	48	45-2741
Beeville Renal Center	1905 N FRONTAGE RD	Beeville, TX 78102-2954	(361) 358-4175	(361) 358-4733	21	45-2742
Tomball Dialysis Center	27720A TOMBALL PKWY	Tomball, TX 77375-6472	(281) 351-6802	(281) 351-6805	25	45-2743
Longview Dialysis Center	3110 H G MOSLEY PKWY STE 100	Longview, TX 75605-2941	(430) 240-8224	(903) 234-8521	35	45-2744
South San Antonio Dialysis Center	1313 SE MILITARY DR STE 111	San Antonio, TX 78214-2850	(210) 932-2434	(210) 932-0073	24	45-2747
Riverside Renal Center	3710 FM 1889	Robstown, TX 78380-5969	(361) 387-0289	(361) 387-0407	24	45-2751
Memorial Dialysis Center	4427 S ROBERTSON ST	New Orleans, LA 70115-6308	(504) 899-1103	(504) 899-1956	22	19-2608
Mesa Vista Dialysis	1211 E CLIFF DR STE C	El Paso, TX 79902-4734	(915) 533-8147	(915) 533-8593	25	45-2758
Katy Dialysis Grand Parkway	403 W GRAND PKWY S STE T	Katy, TX 77494-8358	(281) 392-6063	(281) 392-4331	20	45-2761
Cyfair Dialysis Center	9110 JONES RD STE 104	Houston, TX 77065-3964	(346) 277-0335	(346) 277-0360	17	45-2762
Renal Center of Port Arthur	3730 DRYDEN RD	Port Arthur, TX 77642-2764	(409) 983-4110	(409) 983-4118	25	45-2763
Edinburg Renal Center	3902 S JACKSON RD	Edinburg, TX 78539-6676	(956) 631-2401	(956) 631-2664	33	45-2764
Hill Country Dialysis (fka Hill Country Dialysis Center of S	1250 DACY LN	Kyle, TX 78640-4921	(512) 268-2523	(512) 268-1542	12	45-2769
UT Southwestern-Oakcliff Dialysis	610 WYNNEWOOD DR	Dallas, TX 75224	(214) 941-7807	(214) 941-7813	36	45-2773
Sherman Dialysis Center	1724 W US HWY 82 STE 100	Sherman, TX 75092-7037	(903) 421-0394	(903) 294-4189	25	45-2774
Fourth Street Dialysis	3101 N 4TH ST STE B	Longview, TX 75605-5146	(903) 234-0112	(903) 234-1341	12	45-2776
Houston Kidney Center Southwest	9980 W SAM HOUSTON PKWY S STE	Houston, TX 77099-5104	(281) 530-1905	(281) 530-1590	24	45-2780
Houston Kidney Center Cypress Station	72 CYPRESS CREEK PKWY	Houston, TX 77090-3531	(281) 580-6157	(281) 580-6850	32	45-2784
Spring Dialysis	607 TIMBERDALE LN STE 100	Houston, TX 77090-3043	(281) 880-7066	(281) 880-8287	18	45-2787
New Braunfels Dialysis	798 GENERATIONS DR	New Braunfels, TX 78130-0005	(830) 629-2848	(830) 629-2779	24	45-2798
Morgan Avenue Dialysis	2222 S MORGAN AVE STE 104	Corpus Christi, TX 78405-1900	(361) 884-1113	(361) 884-1623	20	45-2800
Renal Center of Orange	280 STRICKLAND DR	Orange, TX 77630-4750	(409) 883-4001	(409) 883-4330	16	45-2802

Henderson Dialysis Center	1002 US HWY 79 N	Henderson, TX 75652-6008	(903) 655-6922	(903) 655-1719	13	45-2803
Renal Center of Fort Worth	251 UNIVERSITY DRIVE STE 101	Fort Worth, TX 76107-1986	(817) 870-5002	(817) 870-0044	16	45-2819
Dallas East Dialysis	3402 N BUCKNER BLVD STE 308	Dallas, TX 75228-5646	(214) 660-9413	(214) 660-9465	33	45-2822
Katy Cinco Ranch Dialysis	1265 ROCK CANYON DR	Katy, TX 77450-3831	(281) 392-1616	(281) 392-2544	12	45-2833
Pearland Dialysis	6516 BROADWAY ST STE 122	Pearland, TX 77581-7879	(281) 412-7422	(281) 412-7791	20	45-2845
Pin Oak Dialysis	24968 KATY RANCH RD STE 500	Katy, TX 77494-3404	(281) 574-4387	(281) 574-4349	20	45-2847
Renal Center of Nederland	8797 9TH AVE	Port Arthur, TX 77642-8011	(409) 729-2212	(409) 729-2656	16	45-2856
Dallas Home Training	6200 LBJ FREEWAY STE 100	Dallas, TX 75240-6355	(214) 466-7233	(214) 393-4738	0	45-2857
Memorial Dialysis Center	11621 KATY FWY	Houston, TX 77079-1801	(281) 558-5702	(281) 597-8377	26	45-2755
Midland Dialysis	4901 JEFFERSON AVE	Midland, MI 48640-2905	(989) 839-7770	(989) 839-7777	24	23-2541
Renal Center of Tyler	510 SSW LOOP 323 STE 580	Tyler, TX 75702-7693	(903) 596-0102	(903) 596-9704	20	45-2867
Brookhollow Dialysis	4918 W 34TH ST	Houston, TX 77092-6606	(713) 681-3043	(713) 683-6456	12	45-2868
Odessa Dialysis	1216 E 8TH ST	Odessa, TX 79761-4638	(432) 888-9801	(432) 888-9777	12	45-2873
Physicians Dialysis North Houston	7115 NORTH LOOP E	Houston, TX 77028-5948	(713) 675-4794	(713) 675-4126	20	45-2875
Kilgore Dialysis Center	2403 STATE HIGHWAY 42 N	Kilgore, TX 75662-5554	(903) 988-8200	(903) 988-8208	16	45-2885
Physicians Dialysis South Houston	5989 SOUTH LOOP E	Houston, TX 77033-1017	(713) 641-6130	(713) 641-6056	24	45-2886
Renal Center of Carrollton	4240 INTERNATIONAL PKWY STE 15	Carrollton, TX 75007-1974	(972) 306-8410	(972) 306-8109	20	45-2887
Cuero Lakeview Dialysis	1105 E BROADWAY ST	Cuero, TX 77954-2108	(361) 275-8648	(361) 275-8691	16	45-2889
South Austin Dialysis Center	6114 S 1ST ST	Austin, TX 78745-4008	(512) 447-8500	(512) 447-8512	20	45-2892
Pinecrest Dialysis Center	913 E PINECREST DR	Marshall, TX 75670-7309	(903) 934-9660	(903) 934-8474	20	45-2893
Oak Cliff Dialysis	2000 S LLEWELLYN AVE	Dallas, TX 75224-1804	(214) 943-0011	(214) 943-0064	16	45-2894
Gilmer Dialysis	510 US HIGHWAY 271 N	Gilmer, TX 75644-5569	(903) 843-9886	(903) 843-9665	12	45-2897
River Park Dialysis	2010 S LOOP 336 W STE 200	Conroe, TX 77304-3313	(936) 760-3333	(936) 441-3330	12	45-2898
Downtown Houston Dialysis Center	2207 CRAWFORD ST	Houston, TX 77002-8915	(713) 655-0900	(713) 655-0909	16	45-2899
West Bountiful Dialysis	724 W 500 S STE 300	West Bountiful, UT 84087-1471	(801) 296-9091	(801) 296-9094	12	46-2520
Timpanogos Dialysis Center	1055 N 500 W STE 222	Provo, UT 84604-3305	(801) 356-8907	(801) 356-2481	1	46-2524
Utah Valley Dialysis Center	1055 N 500 W STE 221	Provo, UT 84604-3305	(801) 373-5400	(801) 373-6400	25	46-2525
Lone Peak Dialysis	1175 E 50 S STE 111	American Fork, UT 84003-2845	(801) 763-1304	(801) 763-1305	12	46-2535
Weber Valley Dialysis	1920 W 250TH N	Marriott-Slaterville, UT 84404-9233	(801) 731-4178	(801) 731-1286	13	46-2539
Mt Nebo Dialysis	555 W STATE ROAD 164 STE 101	Salem, UT 84653-5732	(801) 798-7903	(801) 798-7237	12	46-2551
Traverse Point Dialysis	1250 W SANDALWOOD DR	Lehi, UT 84043-4615	(385) 374-1498	(385) 374-1502	12	46-2554
Orem Dialysis	490 S STATE ST	Orem, UT 84058-6302	(385) 314-3554	(385) 314-3585	12	46-2555
Three Chopt Dialysis	8813 THREE CHOPT RD	Richmond, VA 23229-4774	(804) 282-6791	(804) 282-4937	16	49-2506
Harrisonburg Dialysis	871 MARTIN LUTHER KING JR WAY	Harrisonburg, VA 22801-4323	(540) 434-1033	(540) 434-1192	35	49-2507
Puddledock Dialysis	4650 PUDDLEDOCK RD	Prince George, VA 23875-1235	(804) 957-5910	(804) 957-5916	17	49-2511
Camelot Dialysis Center	1800 CAMELOT DR STE 100	Virginia Beach, VA 23454-2440	(757) 481-6879	(757) 496-0187	25	49-2517
CDC of Woodbridge	2751 KILLARNEY DR	Woodbridge, VA 22192-4119	(703) 897-7027	(703) 897-1328	24	49-2521
Covington Dialysis	2504 VALLEY RIDGE RD	Covington, VA 24426-6339	(540) 862-4419	(540) 862-5768	13	49-2522
Winchester Dialysis	2301 VALOR DR	Winchester, VA 22601-6111	(540) 667-0227	(540) 535-1605	25	49-2523
Staunton Dialysis	29 IDLEWOOD BLVD	Staunton, VA 24401-9355	(540) 885-8906	(540) 885-0824	17	49-2528
East End Dialysis Center	2201 E MAIN ST STE 100	Richmond, VA 23223-7071	(804) 643-3055	(804) 643-3059	16	49-2534
Norfolk Dialysis Center	962 NORFOLK SQ	Norfolk, VA 23502-3235	(757) 461-0501	(757) 455-5011	40	49-2537
Sterling Dialysis	46396 BENEDICT DR STE 100	Sterling, VA 20164-6626	(703) 444-8932	(703) 444-9060	15	49-2541
Parma Heights Dialysis	9050 N CHURCH DR	Parma Heights, OH 44130-4701	(440) 842-0895	(440) 292-0234	17	36-2704
Chesapeake Dialysis Center	1400 CROSSWAYS BLVD CROSSWA	Chesapeake, VA 23320-0207	(757) 523-0666	(757) 523-4545	24	49-2545
Manassas Dialysis	10655 LOMOND DR STE 101	Manassas, VA 20109-2877	(703) 257-5445	(703) 257-1050	20	49-2549
Meherrin Dialysis Center	201A WEAVER AVE	Emporia, VA 23847-1248	(434) 348-3882	(434) 348-9317	24	49-2551
Hioaks Dialysis	671 HIOAKS RD STE A	Richmond, VA 23225-4072	(804) 272-0179	(804) 320-1550	20	49-2556
Arlington Dialysis	4805 1st ST N	Arlington, VA 22203-2603	(703) 527-0652	(703) 527-0956	20	49-2559
Martinsville Dialysis	33 BRIDGE ST S	Martinsville, VA 24112-6214	(276) 632-3743	(276) 638-2716	20	49-2560
Continental Dialysis Center of Alexandria	5999 STEVENSON AVE STE 100	Alexandria, VA 22304-3302	(703) 751-6115	(703) 751-3892	14	49-2562
Hopewell Dialysis Center	301 W BROADWAY AVE	Hopewell, VA 23860-2645	(804) 452-2494	(804) 452-1204	16	49-2563
Charlottesville Dialysis	1460 PANTOPS MOUNTAIN PL	Charlottesville, VA 22911-4600	(434) 979-5997	(434) 979-9409	24	49-2564
Front Royal Dialysis	1360 N SHENANDOAH AVE	Front Royal, VA 22630-3636	(540) 622-2413	(540) 631-0326	16	49-2573
Newport News Dialysis Center	711 79TH ST	Newport News, VA 23605-2767	(757) 245-8090	(757) 245-8178	32	49-2574
Virginia Beach Dialysis Center	740 INDEPENDENCE CIR	Virginia Beach, VA 23455-6438	(757) 499-1301	(757) 499-2499	20	49-2575
Tyson's Corner Dialysis	8391 OLD COURTHOUSE RD STE 16	Vienna, VA 22182-3819	(703) 827-8644	(703) 827-0657	15	49-2580
Amelia Dialysis	15151 PATRICK HENRY HWY	Amelia Court House, VA 23002-4700	(804) 207-6131	(804) 207-6138	15	49-2583
Fairfax Dialysis Center	8501 ARLINGTON BLVD STE 100	Fairfax, VA 22031-4625	(703) 876-8445	(703) 876-6786	24	49-2591
Petersburg Dialysis	20 MEDICAL PARK BLVD	Petersburg, VA 23805-9280	(804) 861-0967	(804) 861-0796	20	49-2594
Henrico County Dialysis	5270 CHAMBERLAYNE RD	Richmond, VA 23227-2950	(804) 262-8077	(804) 262-9125	26	49-2598
Richmond Community Dialysis	913 N 25TH ST	Richmond, VA 23223-6562	(804) 643-0506	(804) 648-0462	28	49-2599
Great Bridge Dialysis Center	745 BATTLEFIELD BLVD N STE 100	Chesapeake, VA 23320-0305	(757) 312-8346	(757) 382-7844	26	49-2604
Mechanicsville Dialysis	8191 ATLEE RD	Mechanicsville, VA 23116-1807	(804) 730-3149	(804) 730-4187	22	49-2605
Chester Dialysis	10360 IRON BRIDGE RD	Chester, VA 23831-1426	(804) 768-6770	(804) 768-6775	24	49-2607
Midlothian Dialysis	14281 MIDLOTHIAN TPKE BLDG B	Midlothian, VA 23113-6560	(804) 594-3520	(804) 594-3531	17	49-2608
Peninsula Dialysis Center	716 DENBIGH BLVD STE D1 AND D2	Newport News, VA 23608-4414	(757) 875-1125	(757) 875-1105	16	49-2617
Greater Portsmouth	3110 HIGH ST	Portsmouth, VA 23707-3427	(757) 530-7461	(757) 530-7486	36	49-2618
Radford Dialysis	600 E MAIN ST STE F	Radford, VA 24141-1826	(540) 639-9561	(540) 639-9567	17	49-2619
Franconia Dialysis Center	5695 KING CENTRE DR STE 105	Alexandria, VA 22315-5746	(703) 921-9506	(703) 921-9564	14	49-2623
Reston Dialysis Center	530 HUNTMAR PARK DR STE D	Herndon, VA 20170-5144	(703) 437-0414	(703) 437-0498	17	49-2625
Fair Oaks Dialysis	3955 PENDER DR STE 110	Fairfax, VA 22030-6091	(703) 385-5315	(703) 385-6731	13	49-2626
Leigh Dialysis Center	420 N CENTER DR BLDG 11-STE 128	Norfolk, VA 23502-4019	(757) 455-0060	(757) 455-0065	24	49-2629
Charlottesville North Dialysis	1800 TIMBERWOOD BLVD STE C	Charlottesville, VA 22911-7544	(434) 973-8555	(434) 973-1088	13	49-2636
Garrisonville Dialysis Center	70 DOC STONE RD STE 101	Stafford, VA 22556-4628	(540) 658-1135	(540) 658-1288	13	49-2637
Charter Colony Dialysis Center	2312 COLONY CROSSING PL	Midlothian, VA 23112-4280	(804) 739-6383	(804) 739-6083	20	49-2650
Williamsburg Dialysis	500 SENTARA CIR STE 103	Williamsburg, VA 23188-5727	(757) 206-1408	(757) 206-1418	16	49-2651
Haymarket Dialysis	14664 GAP WAY	Gainesville, VA 20155-1683	(703) 753-3520	(703) 753-3528	13	49-2652
Butler Farm Dialysis	501 BUTLER FARM RD STE A	Hampton, VA 23666-1777	(757) 766-1921	(757) 766-6073	30	49-2653
Leesburg Virginia Dialysis	224D CORNWALL ST NW STE 100	Leesburg, VA 20176-2700	(571) 258-1362	(571) 258-1342	12	49-2654
Midtowne Norfolk Dialysis	2201 COLONIAL AVE	Norfolk, VA 23517-1928	(757) 626-3111	(757) 626-3341	28	49-2658
Harbour View Dialysis	1039 CHAMPIONS WAY STE 500	Suffolk, VA 23435-3771	(757) 484-2814	(757) 484-6087	24	49-2659
Jefferson Avenue Dialysis	11234 JEFFERSON AVE	Newport News, VA 23601-2207	(757) 595-6167	(757) 595-6210	12	49-2660
Forest Hill Avenue Dialysis	4900 FOREST HILL AVE	Richmond, VA 23225-3146	(804) 230-3594	(804) 230-3971	16	49-2663
Little Creek Dialysis	1817 E LITTLE CREEK RD STE A	Norfolk, VA 23518-4203	(757) 480-3780	(757) 480-3783	12	49-2665
Lynchburg Home Training	2091 LANGHORNE RD	Lynchburg, VA 24501-1443	(434) 847-2085	(434) 846-1972	6	49-2667
Royal Oak Dialysis	1587 N MAIN ST	Marion, VA 24354-4317	(276) 781-0461	(276) 781-0527	13	49-2668
Tidewater Home Dialysis	230 CLEARFIELD AVE STE 106	Virginia Beach, VA 23462-1832	(757) 518-9439	(757) 519-9519	0	49-2669
Giles County Dialysis	377 BOXWOOD LN	Pearisburg, VA 24134-1166	(540) 921-1384	(540) 921-1864	13	49-2671
Lansdowne Dialysis	44084 RIVERSIDE PKWY STE 100, 25	Leesburg, VA 20176-5102	(703) 724-3941	(703) 724-9387	17	49-2672
Princess Anne Dialysis	3973 HOLLAND RD	Virginia Beach, VA 23452-2804	(757) 340-3526	(757) 340-4916	17	49-2675
Hampton Roads Home Training	11234 JEFFERSON AVE STE B	Newport News, VA 23601-2207	(757) 595-5469	(757) 595-5985	8	49-2678
Two Rivers Dialysis	100 WINTERS ST STE 12B	West Point, VA 23181-9534	(804) 843-2516	(804) 843-2318	13	49-2686
SoCo Dialysis	1384 ARMORY DR	Franklin, VA 23851-2421	(757) 562-2137	(757) 562-2085	13	49-2688
Dale City Dialysis	2920 DALE BLVD	Dale City, VA 22193-1120	(703) 680-5837	(703) 730-7461	17	49-2689
Newington Dialysis	8520 CINDER BED RD STE 100	Lorton, VA 22079-1471	(703) 339-6050	(703) 339-6371	17	49-2690
Newington Home Training	8520 CINDER BED RD STE 200	Lorton, VA 22079-1471	(703) 339-6050	(703) 339-6371	4	49-2691
Park Hill Dialysis	1151 HOSPITAL DR	Fredericksburg, VA 22401-8408	(540) 373-2470	(540) 374-5252	21	49-2692
Bull Run Dialysis	9420 FORESTWOOD LN STE 100	Manassas, VA 20110-4757	(703) 257-1749	(703) 367-9136	21	49-2693
Nansemond Dialysis	3009 CORPORATE LN STE 130	Suffolk, VA 23434-9344	(757) 539-0618	(757) 925-4530	13	49-2695
Oceana Dialysis	1375 OCEANA BLVD STE 114	Virginia Beach, VA 23454-5579	(757) 961-6239	(757) 961-6665	17	49-2698
Glenside Dialysis	7001 W BROAD ST	Richmond, VA 23294-3701	(804) 755-2368	(804) 672-7612	21	49-2701
Langley Dialysis	5 W MERCURY BLVD	Hampton, VA 23669-2508	(757) 723-4620	(757) 728-3566	20	49-2703
Rutherford Crossing Dialysis	141 MARKET ST	Winchester, VA 22603-4750	(540) 665-5169	(540) 667-1805	13	49-2704
Meherrin Home Training	201B WEAVER AVE	Emporia, VA 23847-1248	(434) 634-3084	(434) 634-0671	0	49-2708
Glenvar Dialysis	3737 W MAIN ST STE 103	Salem, VA 24153-2073	(540) 380-3130	(540) 380-3784	13	49-2709

Laburnum Dialysis	4352 S LABURNUM AVE	Henrico, VA 23231-2418	(804) 236-4699	(804) 236-9235	17	49-2710
Hopkins Road Dialysis	5750 HOPKINS RD	North Chesterfield, VA 23234-6614	(804) 275-8631	(804) 275-8705	17	49-2712
Lee's Hill Dialysis	4701 SPOTSYLVANIA PKWY STE 109	Fredericksburg, VA 22407-9435	(540) 898-8004	(540) 710-9584	15	49-2714
Stone Ridge Dialysis	24640 SOUTHPOINT DR STE 160	Chantilly, VA 20152-4141	(703) 327-4357	(703) 542-5630	13	49-2717
Kempsville Dialysis	1920 CENTERVILLE TURNPIKE STE 1	Virginia Beach, VA 23464-6859	(757) 502-0360	(757) 502-1206	17	49-2719
Pentagon City Dialysis	1785 S HAYES ST	Arlington, VA 22202-2714	(703) 920-0980	(703) 920-0983	10	49-2720
Chantilly Dialysis	14225 SULLYFIELD CIR STE A	Chantilly, VA 20151-1688	(703) 263-0215	(703) 378-7692	16	49-2722
ANNANDALE DIALYSIS	7060 COLUMBIA PIKE	Annandale, VA 22003-3104	(703) 256-2569	(703) 658-5395	18	49-2724
Chatham Dialysis	13912 US HWY 29	Chatham, VA 24531-3669	(434) 432-1790	(434) 432-1785	17	49-2726
DALEVILLE DIALYSIS	245 COMMONS PKWY	Daleville, VA 24083-1701	(540) 591-5235	(540) 591-5246	17	49-2728
Ashburn Dialysis	19980 HIGHLAND VISTA DR STE 100	Ashburn, VA 20147-4189	(571) 223-0451	(571) 223-0395	17	49-2731
Merrimac Trail Dialysis	469 MERRIMAC TRL	Williamsburg, VA 23185-4819	(757) 258-3601	(757) 258-3605	17	49-2732
James River Home Dialysis	13859 VILLAGE PLACE DR	Midlothian, VA 23114-3503	(804) 378-2170	(804) 378-2175	0	49-2733
Fort Belvoir Dialysis	8123 RICHMOND HWY	Alexandria, VA 22309-3613	(703) 619-3801	(703) 619-3805	13	49-2734
Vienna Dialysis	8605 WESTWOOD CENTER DR STE	Vienna, VA 22182-2231	(571) 633-0790	(571) 633-0147	13	49-2735
Peaks of Otter Dialysis	570 WESTGATE SHOPPING CTR	Bedford, VA 24523-2643	(540) 875-2601	(540) 875-2622	13	49-2736
Dan River Dialysis	145 HOLT GARRISON PKWY STE 340	Danville, VA 24540-5956	(434) 425-7049	(434) 425-7070	13	49-2738
Continental Dialysis Center of Springfield	8003 FORBES PL STE 110	Springfield, VA 22151-2215	(703) 321-7207	(703) 321-8658	21	492535
Port Warwick Dialysis	445 ORIANA RD STE 18	Newport News, VA 23608-3742	(757) 898-9212	(757) 898-9216	17	492706
DaVita Mount Baker Kidney Center	410 BIRCHWOOD AVE STE 100	Bellingham, WA 98225-1783	(360) 734-4243	(360) 715-9858	26	50-2501
Mid Columbia Kidney Center	6825 BURDEN BLVD STE A	Pasco, WA 99301-5633	(509) 545-0205	(509) 545-0212	21	50-2504
Federal Way Community Dialysis Center	1015 S 348TH ST	Federal Way, WA 98003-7078	(253) 661-9055	(253) 661-9093	19	50-2513
Mt Adams Kidney Center	3220 PICARD PL	Sunnyside, WA 98944-8400	(509) 837-2013	(509) 837-5270	15	50-2514
Lakewood Community Dialysis Center	5919 LAKEWOOD TOWNE CENTER	Lakewood, WA 98499-6513	(253) 512-2400	(253) 512-0196	26	50-2519
Olympic View Dialysis Center	125 16TH AVE E FL 5CSB	Seattle, WA 98112-5211	(206) 323-8900	(206) 323-8899	20	50-2525
Kent Dialysis Center	21851 84TH AVE S	Kent, WA 98032-1958	(253) 872-5474	(253) 872-6968	19	50-2526
Puyallup Dialysis	802 30TH AVE SW STE C	Puyallup, WA 98373-2755	(253) 845-3147	(253) 845-0833	19	50-2534
Spokane Valley Renal Center	12610 E MIRABEAU PKWY STE 100	Spokane Valley, WA 99216-1450	(509) 228-9933	(509) 228-9399	13	50-2537
North Spokane Renal Center	7701 N DIVISION ST	Spokane, WA 99208-5615	(509) 465-1729	(509) 465-1812	13	50-2538
Yakima Dialysis Center	1221 N 16TH AVE	Yakima, WA 98902-1347	(509) 457-8333	(509) 457-8334	22	50-2541
Bellevue Dialysis Center	3535 FACTORIA BLVD SE STE 150	Bellevue, WA 98006-1293	(425) 641-6514	(425) 641-6518	12	50-2542
Union Gap Dialysis	1236 AHTANUM RIDGE DR AHTANU	Union Gap, WA 98903-1813	(509) 469-6292	(509) 469-6299	13	50-2543
Westwood Dialysis Center	2615 SW TRENTON ST	Seattle, WA 98126-3745	(206) 938-6738	(206) 938-5217	15	50-2544
Downtown Spokane Renal Center	601 W 5TH AVE STE 101	Spokane, WA 99204-2708	(509) 363-0070	(509) 363-0073	15	50-2547
Vancouver Dialysis Center	9120 NE VANCOUVER MALL DR STE	Vancouver, WA 98662-9401	(360) 891-5777	(360) 891-1085	13	50-2550
Tacoma Dialysis Center	3401 S 19TH ST	Tacoma, WA 98405-1909	(253) 573-1600	(253) 573-1601	21	50-2551
Ellensburg Dialysis Center	2101 W DOLARWAY RD STE 1	Ellensburg, WA 98926-7846	(509) 852-2136	(509) 852-2137	7	50-2552
Graham Dialysis Center	10219 196TH ST CT E STE C	Graham, WA 98338-7935	(253) 875-5382	(253) 875-2616	12	50-2554
Olympia Dialysis Center	335 COOPER POINT RD NW STE 105	Olympia, WA 98502-4436	(360) 357-6198	(360) 943-6878	7	50-2555
Chinook Kidney Center	1315 AARON DR BLDG C1	Richland, WA 99352-4678	(509) 943-4598	(509) 943-8563	19	50-2559
Everett Dialysis Center	8130 EVERGREEN WAY	Everett, WA 98203-6419	(425) 353-6036	(425) 353-1210	16	50-2560
Mill Creek Dialysis Center	18001 BOTHELL EVERETT HWY STE	Bothell, WA 98012-1661	(425) 481-5258	(425) 481-3438	10	50-2561
Seaview Dialysis Center	101 18TH ST SE	Long Beach, WA 98631-2500	(360) 642-3442	(360) 642-3460	11	50-2562
Whidbey Island Dialysis Center	32650 STATE RD 20 BLDG D STE 101	Oak Harbor, WA 98277-2641	(360) 240-1596	(360) 240-1730	6	50-2564
Parkland Dialysis Center	311 140TH ST S	Parkland, WA 98444-4526	(253) 536-5961	(253) 536-5967	22	50-2566
Wenatchee Valley Dialysis	116 OLDS STATION RD	Wenatchee, WA 98801-5936	(509) 662-0385	(509) 662-0656	20	50-2568
East Wenatchee Dialysis	300 COLORADO AVE	East Wenatchee, WA 98802-3800	(509) 886-4950	(509) 886-4957	14	50-2569
Zillah Dialysis	823 ZILLAH WEST RD STE 300	Zillah, WA 98953-9548	(509) 829-0209	(509) 829-3052	9	50-2571
Kennewick Dialysis	3208 W 19TH AVE STE 101	Kennewick, WA 99337-2318	(509) 582-1677	(509) 585-5535	11	50-2572
Pilchuck Dialysis	1250 STATE AVE	Marysville, WA 98270-3659	(360) 651-0780	(360) 651-0680	11	50-2577
Tumwater Dialysis	855 TROSPER RD SW STE 110	Tumwater, WA 98512-8108	(360) 352-7522	(360) 352-7542	11	50-2578
Rainier View Dialysis	1822 112TH STREET EAST STE A	Tacoma, WA 98445-3724	(253) 539-5659	(253) 539-5950	11	50-2579
Cascade Dialysis	145 CASCADE PL STE 100	Burlington, WA 98233-3156	(360) 707-5373	(360) 707-2503	7	50-2581
Echo Valley Dialysis	198 PONDEROSA RD	Colville, WA 99114-2003	(509) 684-2285	(509) 684-3799	7	50-2582
Belfair Dialysis	23961 NE STATE ROUTE 3	Belfair, WA 98528-9698	(360) 275-0141	(360) 275-6348	5	50-2583
Battle Ground Dialysis	720 W MAIN ST STE 112	Battle Ground, WA 98604-4474	(360) 687-4677	(360) 666-6623	11	50-2584
Redondo Heights Dialysis	27320 PACIFIC HWY S	Federal Way, WA 98003-2413	(253) 529-7825	(253) 528-0851	13	50-2585
Renton Dialysis	4110 NE 4TH ST STE E	Renton, WA 98059-5045	(425) 226-2408	(425) 226-2372	8	50-2586
Cooks Hill Dialysis	1815 COOKS HILL RD	Centralia, WA 98531-9170	(360) 736-1188	(360) 807-0824	7	50-2592
Lynnwood Dialysis	13619 MUKILTEO SPEEDWAY STE D	Lynnwood, WA 98087-1672	(425) 741-3616	(425) 741-8382	4	50-2595
Wapato Dialysis	502 W 1ST ST	Wapato, WA 98951-1106	(509) 877-2085	(509) 877-2035	7	50-2596
Lake Tapps Dialysis	16290 AUTO LN	Sumner, WA 98390-2568	(253) 470-0188	(253) 470-0215	10	50-2605
Wheeling Dialysis	500 MEDICAL PARK STE 100	Wheeling, WV 26003-7600	(304) 242-9135	(304) 242-6097	17	51-2513
New Martinsville Dialysis	1 EAST BENJAMIN DR	New Martinsville, WV 26155-2705	(304) 455-2700	(304) 455-4151	10	51-2514
West Virginia Dialysis	300 PROSPERITY LN STE 150	Logan, WV 25601-3743	(304) 752-2700	(304) 752-5656	13	51-2518
Grand Central Dialysis	800 GRAND CENTRAL MALL STE 8	Vienna, WV 26105-4100	(304) 917-4124	(304) 917-4136	18	51-2519
Greater Charleston Dialysis	24 MACCORKLE AVE SW	South Charleston, WV 25303-1476	(304) 720-2222	(304) 720-2322	23	51-2520
Renal Center of Moorefield	8 LEE ST FLR 2	Moorefield, WV 26836-1091	(304) 530-1200	(304) 530-1212	12	51-2522
Point Pleasant Dialysis	3683 OHIO RIVER RD	Point Pleasant, WV 25550-9244	(304) 675-1500	(304) 675-1505	12	51-2530
Greater Boone Dialysis	300 4TH ST	Danville, WV 25053	(304) 307-6201	(304) 307-6210	16	51-2531
Renal Center of Keyser	1080 NEW CREEK HIGHWAY	Keyser, WV 26726-9508	(304) 788-5057	(304) 788-5059	12	51-2537
Mountaineer Dialysis	2958 ROBERT C BYRD DR	Beckley, WV 25801-4448	(304) 252-9183	(304) 252-9194	17	51-2538
Harrison County Dialysis	95 ROSEBUD PLZ STE 101	Clarksburg, WV 26301-9823	(304) 624-0478	(304) 624-0640	9	51-2540
Wood County Dialysis	214 GIHON VLG	Parkersburg, WV 26101-7163	(304) 422-3687	(304) 422-5455	12	51-2547
Fox River Dialysis	1910 RIVERSIDE DR	Green Bay, WI 54301-2319	(920) 436-4910	(920) 437-1718	28	52-2501
Wisconsin Avenue Dialysis	3801 W WISCONSIN AVE	Milwaukee, WI 53208-3155	(414) 937-8240	(414) 937-8248	24	52-2502
Janesville Dialysis	1305 WOODMAN RD	Janesville, WI 53545-1068	(608) 741-4181	(608) 741-2369	12	52-2503
WAUKESHA DIALYSIS	721 AMERICAN AVE STE 204	Waukesha, WI 53188-5071	(262) 549-0754	(262) 549-0782	12	52-2504
Loomis Road Dialysis	4120 W LOOMIS RD	Greenfield, WI 53221-2052	(414) 761-4920	(414) 761-4926	21	52-2507
River Center Dialysis	117 N JEFFERSON ST	Milwaukee, WI 53202-6160	(414) 225-3740	(414) 225-3744	20	52-2509
Shawano Lake Dialysis	W 7305 ELM AVE	Shawano, WI 54166	(715) 526-4310	(715) 526-6010	15	52-2511
FOX BROOK DIALYSIS	18740 W BLUE MOUND RD	Brookfield, WI 53045-2936	(262) 782-9856	(262) 782-9984	8	52-2513
OCONOMOWOC Dialysis	1253 CORPORATE CENTER DR	Oconomowoc, WI 53066-4891	(262) 560-0371	(262) 560-0399	15	52-2517
St. Croix Falls Dialysis Center	744 E LOUISIANA ST	Saint Croix Falls, WI 54024-9501	(715) 483-1555	(715) 483-9639	9	52-2519
MUKWONAGO DIALYSIS	400 BAY VIEW RD STE F	Mukwonago, WI 53149-1770	(262) 363-3561	(262) 363-3564	10	52-2521
MENOMONEE FALLS DIALYSIS	N87W17301 MAIN ST	Menomonee Falls, WI 53051-2760	(262) 253-9768	(262) 253-9870	12	52-2523
WATERTOWN DIALYSIS	1905 MARKET WAY STE 1004	Watertown, WI 53094-7466	(920) 262-1090	(920) 262-1514	11	52-2525
Fond du Lac Dialysis	210 WISCONSIN AMERICAN DR ATT	Fond Du Lac, WI 54937-2999	(920) 907-0689	(920) 907-0760	9	52-2526
Sheboygan Dialysis	1338 N TAYLOR DR	Sheboygan, WI 53081-3042	(920) 458-1724	(920) 458-1763	14	52-2527
Cedarburg Dialysis	N54 W 6135 MILL ST	Cedarburg, WI 53012-2021	(262) 376-8011	(262) 376-9369	10	52-2529
Brookfield Dialysis	19395 W CAPITOL DR BLDG C	Brookfield, WI 53045-2736	(262) 781-0273	(262) 781-0305	12	52-2532
FORT ATKINSON DIALYSIS	525 HANDEYSIDE LN	Fort Atkinson, WI 53538-1281	(920) 563-8665	(920) 563-8643	15	52-2533
SPRING CITY DIALYSIS	1260 SENTRY DR	Waukesha, WI 53186-5930	(262) 446-5100	(262) 446-5199	12	52-2535
Bluemound PD	601 N 99TH ST STE 300	Milwaukee, WI 53226-4362	(414) 778-1623	(414) 778-1631	5	52-2536
Lake Geneva Dialysis	650 N EDWARDS BLVD	Lake Geneva, WI 53147-4595	(262) 248-2502	(262) 248-0316	16	52-2537
South Ridge Dialysis	7740 W LAYTON AVE	Greenfield, WI 53220-3707	(414) 281-1313	(414) 281-1722	22	52-2543
West Appleton Dialysis	10130 W APPLETON AVE STE 500	Milwaukee, WI 53225-2579	(414) 393-0600	(414) 393-0910	26	52-2548
Marinette Dialysis	2706 CAHILL RD STE A	Marinette, WI 54143-3886	(715) 732-2372	(715) 732-2269	16	52-2551
Green Bay Dialysis	1751 DECKNER AVE	Green Bay, WI 54302-2630	(920) 465-0430	(920) 465-1311	10	52-2552
Bay Shore Dialysis	5650 N GREEN BAY AVE STE 150	Glendale, WI 53209-4449	(414) 351-1290	(414) 351-1244	28	52-2554
Sturgeon Bay Dialysis	108 S 10TH AVE	Sturgeon Bay, WI 54235-1802	(920) 746-7955	(920) 746-7974	6	52-2556
Titletown Dialysis	120 SIEGLER ST	Green Bay, WI 54303-2636	(920) 327-2120	(920) 327-2150	17	52-2558
Oshkosh West Dialysis	855 N WESTHAVEN DR	Oshkosh, WI 54904-7668	(920) 303-0650	(920) 303-0645	10	52-2560
Manitowoc Dialysis	3303 DEWEY ST ATTN DIALYSIS UNI	Manitowoc, WI 54220-5987	(920) 652-0593	(920) 686-0550	13	52-2562
Wautoma Dialysis	900 EAST DIVISION ST	Wautoma, WI 54982-6944	(920) 787-1031	(920) 787-1055	8	52-2563
Bluemound Dialysis	601 N 99TH ST STE 100	Wauwatosa, WI 53226-4362	(414) 755-6300	(414) 755-6310	23	52-2566

Amery Dialysis	970 ELDEN AVE	Amery, WI 54001-1448	(534) 444-0005	(534) 444-0006	14	52-2575
Humboldt Ridge Dialysis	2211 N HUMBOLDT BLVD	Milwaukee, WI 53212-3507	(414) 336-7200	(414) 336-7210	24	52-2577
Oak Creek Dialysis	8201 S HOWELL AVE STE 600	Oak Creek, WI 53154-8336	(414) 762-3784	(414) 762-4012	12	52-2578
MEQUON ROAD DIALYSIS	W175 N11056 STONEWOOD DR	Germantown, WI 53022-4799	(262) 251-4047	(262) 251-4171	12	52-2579
Harbor View Dialysis	3113 WASHINGTON AVE	Racine, WI 53405-3001	(262) 632-0120	(262) 637-1441	24	52-2583
Willow Creek Dialysis	1139 WARWICK WAY	Racine, WI 53406-5661	(262) 884-2730	(262) 884-2802	12	52-2584
Prairie River Dialysis	601 S CENTER AVE	Merrill, WI 54452-3404	(715) 539-0613	(715) 539-3948	6	52-2585
Northern Star Dialysis	311 ELM ST	Woodruff, WI 54568-9149	(715) 356-0132	(715) 356-6392	24	52-2586
Stevens Point Dialysis	1100 MERIDIAN DR	Plover, WI 54467-2385	(715) 343-1266	(715) 344-4179	12	52-2587
Marshfield Dialysis	123 NORTHRIDGE ST	Marshfield, WI 54449-8341	(715) 384-3478	(715) 387-4690	17	52-2588
Wisconsin Rapids Dialysis	1041B HILL ST	Wisconsin Rapids, WI 54494-5221	(715) 800-2420	(715) 800-9211	18	52-2589
Rhinelander Dialysis	1306 LINCOLN ST	Rhinelander, WI 54501-3664	(715) 350-7830	(715) 350-7831	9	52-2591
Waupaca Dialysis	930 FURMAN DR	Waupaca, WI 54981-2200	(715) 258-0934	(715) 258-0926	10	52-2592
Wausau Dialysis	2600 STEWART AVE STE 144	Wausau, WI 54401-1403	(715) 841-1708	(715) 845-6353	26	52-2593
Mill Street Home Training	N54 W6135 MILL ST STE 500	Cedarburg, WI 53012-2067	(262) 377-2158	(262) 377-2191	0	52-2595
Lake Hallie Dialysis	3636 EAST MELBY ST	Lake Hallie, WI 54729-8392	(715) 833-8512	(715) 833-8534	12	52-2596
LAKE COUNTRY DIALYSIS	2301 SUN VALLEY DR STE 101	Delafield, WI 53018-2318	(262) 646-3080	(262) 646-3084	0	52-2597
Capitol Court Dialysis	4176 N 56TH ST	Milwaukee, WI 53216-1276	(414) 445-2119	(414) 445-3794	16	52-2598
Siren Dialysis	24670 STATE RD 35 70 STE 100	Siren, WI 54872-4419	(715) 349-4220	(715) 349-4224	8	52-2600
Chilton Dialysis	425 M-B LN	Chilton, WI 53014-1604	(920) 849-3390	(920) 849-3432	12	52-2601
Green Lake County Dialysis	432 OAK ST	Berlin, WI 54923-1204	(920) 361-1177	(920) 361-1435	12	52-2605
Hudson Dialysis	421 STAGELINE RD	Hudson, WI 54016-7848	(715) 381-8240	(715) 381-8454	12	52-2606
Sun Prairie Dialysis	719 BUNNY TRL	Sun Prairie, WI 53590-8507	(608) 825-6556	(608) 825-2886	12	52-2607
Lake Delton Dialysis	14 COUNTY ROAD P	Wisconsin Dells, WI 53965-9764	(608) 253-3597	(608) 253-3948	12	52-2608
Brown Deer Dialysis	9127 N 76TH ST	Milwaukee, WI 53223-1905	(414) 354-4319	(414) 365-3519	20	52-2613
Estabrook Park Dialysis	733 EAST CAPITOL DR	Milwaukee, WI 53212-1307	(414) 906-0144	(414) 963-1231	13	52-2616
Tokay Dialysis Center	312 S FAIRMONT AVE STE A	Lodi, CA 95240-3840	(209) 369-5418	(209) 369-5963	12	55-2504
Fresno Palm Bluffs Dialysis	770 W PINEDALE AVE	Fresno, CA 93711-5744	(559) 438-8512	(559) 438-8696	25	55-2505
Whittier Dialysis	10055 WHITTWOOD DR	Whittier, CA 90603-2313	(562) 947-1808	(562) 947-1186	18	55-2509
Creekside Dialysis Center	141 PARKER ST	Vacaville, CA 95688-3921	(707) 453-1325	(707) 453-1329	12	55-2510
Rosemead Springs Dialysis Center	3212 ROSEMEAD BLVD	El Monte, CA 91731-2807	(626) 280-3019	(626) 280-2856	16	55-2511
College Dialysis	6035 UNIVERSITY AVE	San Diego, CA 92115-6341	(619) 287-8796	(619) 287-4862	33	55-2513
Carmel Mountain Dialysis	9850 CARMEL MOUNTAIN RD	San Diego, CA 92129-2892	(858) 538-1083	(858) 538-6734	16	55-2515
Costa Mesa Dialysis	1590 SCENIC AVE	Costa Mesa, CA 92626-1400	(714) 540-9401	(714) 540-9420	22	55-2518
Banning Dialysis	6090 W RAMSEY ST	Banning, CA 92220-3052	(951) 845-4494	(951) 845-4845	18	55-2520
White Lane Dialysis	7701 WHITE LN STE D	Bakersfield, CA 93309-0201	(661) 396-7158	(661) 396-7286	20	55-2521
Stockton Home Training Dialysis	5608 N PERSHING AVE	Stockton, CA 95207-4906	(209) 954-9563	(209) 954-9938	0	55-2523
Turlock Dialysis Center	50 W SYRACUSE AVE	Turlock, CA 95380-3143	(209) 656-7299	(209) 656-1715	16	55-2528
Elk Grove Dialysis	9281 OFFICE PARK CIR STE 105	Elk Grove, CA 95758-8069	(916) 691-0480	(916) 691-0488	21	55-2529
South Chico Dialysis Center	2345 FOREST AVE	Chico, CA 95928-7641	(530) 894-2180	(530) 894-2647	18	55-2530
Marysville Dialysis Center	1015 8TH ST	Marysville, CA 95901-5271	(530) 741-9801	(530) 741-9805	15	55-2533
Concord Dialysis Center	2300 STANWELL DR STE C	Concord, CA 94520-4841	(925) 677-7492	(925) 677-7497	21	55-2535
Citrus Valley Dialysis	894 HARDT STREET	San Bernardino, CA 92408-2854	(909) 388-6608	(909) 388-6639	20	55-2541
Crossroads Dialysis	3214 YORBA LINDA BLVD	Fullerton, CA 92831-1707	(714) 577-6940	(714) 577-0530	24	55-2544
Anaheim Hills Dialysis	4201 E LA PALMA AVE	Anaheim, CA 92807-1815	(714) 996-2900	(714) 996-2969	21	55-2545
Ontario Dialysis	1950 S GROVE AVE STE 101-105	Ontario, CA 91761-5693	(909) 930-5566	(909) 930-5690	20	55-2548
University Dialysis Center	333 UNIVERSITY AVE STE 100	Sacramento, CA 95825-6533	(916) 920-0877	(916) 920-1931	21	55-2549
Camarillo Dialysis	2438 N PONDEROSA DR STE C101	Camarillo, CA 93010-2465	(805) 764-0171	(805) 388-0360	18	55-2551
Magnolia West Dialysis	11161 MAGNOLIA AVE	Riverside, CA 92505-3605	(951) 351-8090	(951) 351-8099	30	55-2553
Pismo Beach Dialysis	320 JAMES WAY STE 110	Pismo Beach, CA 93449-2875	(805) 556-0577	(805) 556-0510	14	55-2556
Red Bluff Dialysis Center	2455 SISTER MARY COLUMBA DR	Red Bluff, CA 96080-4364	(530) 527-0052	(530) 527-0059	15	55-2557
Ash Tree Dialysis	2666 N GROVE INDUSTRIAL DR STE	Fresno, CA 93727-1552	(559) 251-1919	(559) 251-1333	36	55-2563
Almond-Wood Dialysis	501 E ALMOND AVE	Madera, CA 93637-5661	(559) 664-9252	(559) 664-9255	22	55-2564
Templeton Dialysis	1310 LAS TABLAS RD STE 101	Templeton, CA 93465-9746	(805) 434-3473	(805) 434-3246	16	55-2567
Natomas Dialysis	30 GOLDEN LAND CT BLDG G	Sacramento, CA 95834-2423	(916) 285-6452	(916) 285-9715	24	55-2569
Norco Dialysis	1901 TOWN AND COUNTRY DR STE	Norco, CA 92860-3611	(951) 738-0185	(951) 738-8490	20	55-2571
Carquinez Dialysis	125 CORPORATE PL STE C	Vallejo, CA 94590-6968	(707) 556-3637	(707) 556-3642	21	55-2572
Ventura Dialysis	2705 LOMA VISTA RD STE 101	Ventura, CA 93003-1596	(805) 643-7549	(805) 643-6891	20	55-2575
Tokay Home Dialysis Center	777 S HAM LN STE L	Lodi, CA 95242-3593	(209) 333-8909	(209) 333-8914	0	55-2576
Redlands Dialysis	1722 ORANGE TREE LN	Redlands, CA 92374-2856	(909) 307-0437	(909) 307-0597	37	55-2578
Long Beach Harbor (UCLA)	1075 E PACIFIC COAST HWY	Long Beach, CA 90806-5089	(562) 599-1511	(562) 599-1922	12	55-2579
Mar Vista Dialysis Center	2020 SANTA MONICA BLVD STE 100	Santa Monica, CA 90404-2139	(310) 453-4900	(310) 453-4966	20	55-2580
Ceres Dialysis Center	1768 MITCHELL RD STE 308	Ceres, CA 95307-2156	(209) 538-9853	(209) 538-9858	16	55-2581
Clearlake Dialysis	14400 OLYMPIC DR	Clearlake, CA 95422-8809	(707) 994-9785	(707) 994-9790	12	55-2586
Bellflower Dialysis Center	15736 WOODRUFF AVE	Bellflower, CA 90706-4018	(562) 804-3099	(562) 804-1544	20	55-2588
North Glendale Dialysis	1505 WILSON TER STE 190	Glendale, CA 91206-4015	(818) 637-8348	(818) 637-8354	36	55-2589
West Sacramento Dialysis Center	3450 INDUSTRIAL BLVD STE 100	West Sacramento, CA 95691-5053	(916) 371-4947	(916) 371-8845	21	55-2591
Stockton Kidney Center	1523 E MARCH LN STE 200	Stockton, CA 95210-5607	(209) 472-3300	(209) 472-0900	20	55-2592
Exeter Dialysis	1116 W VISALIA RD STE 106	Exeter, CA 93221-1482	(559) 592-1025	(559) 592-4103	24	55-2594
Santa Fe Springs Dialysis	11147 WASHINGTON BLVD	Whittier, CA 90606-3007	(562) 695-0827	(562) 695-1132	16	55-2597
Moreno Valley Dialysis	22620 GOLDENCREST DR STE 101	Moreno Valley, CA 92553-9032	(951) 656-3804	(951) 656-7508	24	55-2599
San Jose at Home	4400 STEVENS CREEK BLVD STE 50	San Jose, CA 95129-1104	(408) 985-2011	(408) 985-2016	0	55-2602
Joy of Dixon Dialysis Center	1640 N LINCOLN ST	Dixon, CA 95620-9268	(707) 693-8301	(707) 693-8306	12	55-2603
West Elk Grove Dialysis	2208 KAUSEN DR STE 100	Elk Grove, CA 95758-7174	(916) 683-5992	(916) 683-6025	22	55-2604
Yosemite Street Dialysis Center	1650 W YOSEMITE AVE	Manteca, CA 95337-5193	(209) 824-5552	(209) 825-1786	21	55-2606
Northgate Dialysis Center	650 LAS GALLINAS AVE	San Rafael, CA 94903-3620	(415) 444-0376	(415) 491-4014	12	55-2607
Cornerhouse Dialysis Center	2005 NAGLEE AVE	San Jose, CA 95128-4801	(408) 998-0183	(408) 295-3790	25	55-2608
Walnut Creek At Home	400 N WIGET LN	Walnut Creek, CA 94598-2408	(925) 979-9732	(925) 979-9738	0	55-2611
Sunset Dialysis Center	3071 GOLD CANAL DR	Rancho Cordova, CA 95670-6129	(916) 638-8429	(916) 638-8039	24	55-2612
Bixby Knolls Dialysis	3744 LONG BEACH BLVD	Long Beach, CA 90807-3310	(562) 424-1403	(562) 424-4310	24	55-2614
Magnolia West At Home	3660 PARK SIERRA DR STE 103	Riverside, CA 92505-3071	(951) 373-4004	(951) 373-4005	0	55-2617
San Marcos Dialysis Center	2135 MONTIEL RD BLDG B	San Marcos, CA 92069-3511	(760) 975-0170	(760) 975-0177	20	55-2618
Canyon Springs Dialysis	22555 ALESSANDRO BLVD BLDG 5	Moreno Valley, CA 92553-8533	(951) 653-6400	(951) 867-3270	32	55-2622
Downey Landing Dialysis Center	11611 BELLFLOWER BLVD	Downey, CA 90241-5408	(562) 862-0001	(562) 862-0040	31	55-2624
Hesperia Dialysis Center	14135 MAIN ST STE 501	Hesperia, CA 92345-8097	(760) 947-7405	(760) 949-7925	22	55-2626
Riverside PD Central	3660 PARK SIERRA DR STE 108	Riverside, CA 92505-3071	(951) 687-3900	(951) 687-7998	11	55-2627
Fountain Valley Dialysis	17150 EUCLID ST STE 111	Fountain Valley, CA 92708-4092	(714) 966-1595	(714) 966-1555	21	55-2630
San Leandro Dialysis	15555 E 14TH ST STE 520	San Leandro, CA 94578-1949	(510) 317-6510	(510) 317-6515	24	55-2633
Livermore Dialysis	3201 DOOLAN RD STE 175	Livermore, CA 94551-9610	(925) 245-9780	(925) 245-9785	24	55-2638
Iowa Street Dialysis	8333 IOWA ST STE 100	Downey, CA 90241-4994	(562) 923-5901	(562) 923-6000	21	55-2639
Westlake Daly City Dialysis Center	2201 JUNIPERO SERRA BLVD STE A	Daly City, CA 94014-1908	(650) 755-9480	(650) 755-9485	31	55-2642
Aborn Dialysis	3162 S WHITE RD STE 100	San Jose, CA 95148-4007	(408) 223-0620	(408) 223-0625	18	55-2643
Hanford At Home Dialysis	900 N DOUTY ST	Hanford, CA 93230-3918	(559) 587-9014	(559) 587-9285	0	55-2644
Fresno At Home Center	6121 N THESTA ST STE 102	Fresno, CA 93710-5294	(559) 437-3856	(559) 437-3878	0	55-2645
Merced East Dialysis	464 E YOSEMITE AVE STE B	Merced, CA 95340-8489	(209) 205-1126	(209) 205-1130	12	55-2647
Carabello Dialysis Center	757 E WASHINGTON BLVD	Los Angeles, CA 90021-3016	(213) 745-2860	(213) 745-2868	24	55-2649
Sanger Sequoia Dialysis	2517 JENSEN AVE BLDG B	Sanger, CA 93657-2251	(559) 876-3852	(559) 876-3930	16	55-2650
Silver Lake Dialysis	2723 W TEMPLE ST	Los Angeles, CA 90026-4723	(213) 480-3039	(213) 480-3287	30	55-2659
Pasadena Foothills Dialysis	3722 E COLORADO BLVD	Pasadena, CA 91107-3872	(626) 432-4331	(626) 432-4336	20	55-2660
Gateway Plaza Dialysis	1580 W ROSECRANS AVE	Compton, CA 90220-1001	(310) 631-3085	(310) 631-3670	16	55-2661
Highland Ranch Dialysis Center	7223 CHURCH ST STE A14	Highland, CA 92346-6837	(909) 862-9670	(909) 862-9675	21	55-2663
Delta View Dialysis	1150 E LELAND RD	Pittsburg, CA 94565-5319	(925) 427-0867	(925) 427-0873	20	55-2664
Redwood City Dialysis	1000 MARSHALL ST	Redwood City, CA 94063-2065	(650) 365-0129	(650) 365-0232	24	55-2665
Garfield Home Program	228 N GARFIELD AVE STE 301	Monterey Park, CA 91754-1709	(626) 288-6379	(626) 288-6383	0	55-2666
Huntington Park Dialysis	5942 RUGBY AVE	Huntington Park, CA 90255-2803	(323) 585-7605	(323) 585-7635	21	55-2667
Pacific Dialysis	2351 CLAY ST FL 4	San Francisco, CA 94115-1931	(415) 440-2852	(415) 447-8305	30	55-2668

Davies Dialysis	45 CASTRO ST SOUTH TOWER 2ND	San Francisco, CA 94114-1032	(415) 252-7030	(415) 252-7659	16	55-2669
Hayward Mission Hills Dialysis	1661 INDUSTRIAL PKWY W	Hayward, CA 94544-7046	(510) 266-5743	(510) 259-1270	24	55-2672
Anaheim West Dialysis	1821 W LINCOLN AVE	Anaheim, CA 92801-6731	(714) 765-6510	(714) 765-6515	20	55-2676
Lemoore Dialysis	1345 W BUSH ST	Lemoore, CA 93245-3303	(559) 924-3175	(559) 924-2485	16	55-2679
Burlingame Dialysis	1720 EL CAMINO REAL STE 12	Burlingame, CA 94010-3225	(650) 697-7601	(650) 697-7926	13	55-2681
Mills Dialysis	100 S SAN MATEO DR	San Mateo, CA 94401-3805	(650) 548-4985	(650) 696-4639	19	55-2682
Calvine Dialysis	8243 E STOCKTON BLVD STE 100	Sacramento, CA 95828-8204	(916) 682-6655	(916) 682-6554	24	55-2683
Oxnard Dialysis	1900 OUTLET CENTER DR	Oxnard, CA 93036-0677	(805) 278-3815	(805) 981-8596	20	55-2684
Richmond Dialysis	4200 MACDONALD AVE STE A	Richmond, CA 94805-2315	(510) 236-8861	(510) 236-2563	24	55-2688
Los Alamitos Dialysis	4141 KATELLA AVE	Los Alamitos, CA 90720-3406	(714) 952-0175	(714) 952-0180	24	55-2691
Artesia Home Training	16506 LAKEWOOD BLVD STE 100	Bellflower, CA 90706-5165	(562) 920-4084	(562) 920-4136	0	55-2694
Fremont Dialysis	2599 STEVENSON BLVD	Fremont, CA 94538-2315	(510) 796-4385	(510) 713-1249	24	55-2698
Fremont at Home	39355 CALIFORNIA ST STE 101	Fremont, CA 94538-1447	(510) 494-1348	(510) 797-2587	0	55-2699
Cathedral City Dialysis	30885 DATE PALM DR	Cathedral City, CA 92234-2958	(760) 202-3491	(760) 202-7015	21	55-2700
Herndon Dialysis	560 E HERNDON AVE STE 101	Fresno, CA 93720-2907	(559) 432-5278	(559) 435-1422	48	55-2702
North Sacramento Dialysis	251 LATHROP WAY STE A	Sacramento, CA 95815-4223	(916) 922-4721	(916) 922-2189	24	55-2705
Bermuda Dunes Dialysis	78030 WILDCAT DR STE 101	Palm Desert, CA 92211-1116	(760) 345-5115	(760) 360-3110	21	55-2707
Mojave Sage Dialysis	17207 JASMINE ST	Victorville, CA 92395-7786	(760) 241-8167	(760) 843-5685	24	55-2708
Silicon Valley Dialysis	725 RIDDER PARK DR STE 10	San Jose, CA 95131-2431	(408) 392-0390	(408) 392-0405	32	55-2711
Silicon Valley Home Training	725 RIDDER PARK DR STE 50	San Jose, CA 95131-2431	(408) 392-0239	(408) 392-0328	0	55-2712
Laurel Meadows Dialysis	3 ROSSI CIR STE A	Salinas, CA 93907-2356	(831) 424-5726	(831) 424-2565	24	55-2713
Sun City Menifee Dialysis	1702 ILLINOIS AVE	Perris, CA 92571-9371	(951) 928-1369	(951) 928-2150	24	55-2715
South San Francisco at Home	74 CAMARITAS AVE	South San Francisco, CA 94080-3133	(650) 589-8562	(650) 589-8494	0	55-2716
Laguna Hills Dialysis	25332 CABOT RD	Laguna Hills, CA 92653-5506	(949) 380-1925	(949) 380-1746	20	55-2718
Sequoia Dialysis	440 N 11TH AVE	Hanford, CA 93230-4404	(559) 587-0105	(559) 587-0293	20	55-2721
Tully Dialysis	614 TULLY RD STE 30	San Jose, CA 95111-1048	(408) 993-8959	(408) 975-6223	32	55-2723
Laurel Meadows Home Training	3 ROSSI CIR STE B	Salinas, CA 93907-2356	(831) 757-4360	(831) 754-8955	0	55-2724
Coalinga Dialysis	1147 PHELPS AVE	Coalinga, CA 93210-9662	(559) 934-0690	(559) 934-0644	12	55-2726
Firestone Blvd Dialysis	11913 FIRESTONE BLVD	Norwalk, CA 90650-2904	(562) 863-2127	(562) 863-3052	24	55-2727
Moorpark Dialysis	883 PATRIOT DR STE C	Moorpark, CA 93021-3352	(805) 517-1442	(805) 517-1604	20	55-2728
North Madera Dialysis	720 N I ST	Madera, CA 93637-3079	(559) 664-8780	(559) 664-8971	20	55-2729
Tully Road Home Training	1290 TULLY RD STE 60	San Jose, CA 95122-3069	(408) 275-0105	(408) 275-0115	4	55-2731
San Francisco Home Training	1493 WEBSTER ST	San Francisco, CA 94115-3705	(415) 346-3382	(415) 346-3528	0	55-2736
Santa Clara Dialysis	777 LAWRENCE EXPRESSWAY STE 1	Santa Clara, CA 95051-5197	(408) 243-1130	(408) 243-1139	24	55-2737
Stevens Creek Dialysis	275 DI SALVO AVE	San Jose, CA 95128-1628	(408) 297-0103	(408) 297-2265	24	55-2738
Dinuba Dialysis	510 E NORTH WAY	Dinuba, CA 93618-1653	(559) 595-9462	(559) 595-9471	20	55-2740
Boyle Heights Dialysis	1936 E 1ST ST	Los Angeles, CA 90033-3413	(323) 268-2729	(323) 268-2848	28	55-2742
Los Gatos Dialysis	14251 WINCHESTER BLVD STE 100	Los Gatos, CA 95032-1811	(408) 370-6756	(408) 370-6787	18	55-2743
Hawthorne Dialysis	14204 PRAIRIE AVE	Hawthorne, CA 90250-7908	(310) 349-1174	(310) 349-1903	25	55-2744
Calvine Home Training	8231 E STOCKTON BLVD STE A	Sacramento, CA 95828-8202	(916) 689-4254	(916) 689-9563	6	55-2747
San Leandro Marina Dialysis	2551 MERCED ST	San Leandro, CA 94577-4207	(510) 352-1207	(510) 352-1294	24	55-2749
Arvin Dialysis	902 BEAR MOUNTAIN BLVD	Arvin, CA 93203-1317	(661) 854-3699	(661) 854-5118	16	55-2753
Rancho Cucamonga Home Training	8219 ROCHESTER AVE STE 120	Rancho Cucamonga, CA 91730-0722	(909) 466-5489	(909) 477-2098	0	55-2757
Bastanchury Dialysis	1950 SUNNYCREST DR STE 1300	Fullerton, CA 92835-3638	(714) 578-0015	(714) 578-5907	25	55-2759
Archway Dialysis of Modesto	3001 HEALTH CARE WAY BLDG E, S	Modesto, CA 95356-8503	(209) 543-1720	(209) 543-1596	20	55-2760
Fairfield Downtown Dialysis	1800 N TEXAS ST	Fairfield, CA 94533-4441	(707) 399-9984	(707) 399-9925	24	55-2763
Channel Islands Dialysis	3541 W 5TH ST STE A	Oxnard, CA 93030-6403	(805) 984-5140	(805) 984-5647	16	55-2764
Archway Modesto Home Training	3001 HEALTH CARE WAY BLDG E, S	Modesto, CA 95356-8510	(209) 543-1721	(209) 543-1750	4	55-2765
Anaheim Springs Dialysis	1324 S EUCLID ST	Anaheim, CA 92802-2002	(714) 774-1518	(714) 774-1549	25	55-2766
Bakersfield Oak St Dialysis	422 OAK ST	Bakersfield, CA 93304-1744	(661) 631-0227	(661) 631-0501	24	55-2769
Roseville Dialysis	1836 SIERRA GARDENS DR STE 150	Roseville, CA 95661-2943	(916) 772-0306	(916) 772-0189	24	55-2771
Walnut Creek West Dialysis	1221 ROSSMOOR PKWY	Walnut Creek, CA 94595-2539	(925) 295-9830	(925) 295-0256	21	55-2772
Bluff Rd Dialysis	100 W WASHINGTON BLVD	Montebello, CA 90640-6211	(323) 728-2984	(323) 726-6747	24	55-2773
Pomona Valley Dialysis	2703 S TOWNE AVE	Pomona, CA 91766-6206	(909) 590-4930	(909) 591-8425	32	55-2774
San Bernardino Home Training	966 E HOSPITALITY LN	San Bernardino, CA 92408-2818	(909) 796-8421	(909) 478-7547	0	55-2776
El Sobrante Dialysis	3380 SAN PABLO DAM RD STE C-D	San Pablo, CA 94803-7218	(510) 262-9230	(510) 262-9203	20	55-2779
Menifee Home Dialysis	29878 HAUN RD STE 100	Menifee, CA 92586-6531	(951) 679-2396	(951) 301-9725	0	55-2780
Garden Grove Harbor Dialysis	13054 N HARBOR BLVD	Garden Grove, CA 92843-1744	(714) 539-3395	(714) 539-3467	25	55-2781
Fresno North Home Training	6655 N MILBURN AVE	Fresno, CA 93722-2162	(559) 451-0768	(559) 447-1542	6	55-2782
Glendora Foothills	750 W ROUTE 66 STE Q	Glendora, CA 91740-4164	(626) 335-2063	(626) 914-1480	24	55-2785
Arcadia Oaks Dialysis	721 W HUNTINGTON DR	Arcadia, CA 91007-6734	(626) 294-9682	(626) 445-7455	20	55-2787
Newport Irvine Dialysis	4300 VON KARMAN AVE	Newport Beach, CA 92660-2004	(949) 863-1382	(949) 863-1407	17	55-2789
Colton Ranch Dialysis	1405 W VALLEY BLVD STE 100	Colton, CA 92324-1963	(909) 783-7948	(909) 783-0125	32	55-2791
Casa St Home Training	35 CASA ST STE 110	San Luis Obispo, CA 93405-1887	(805) 785-0321	(805) 785-0328	0	55-2792
Avalon Dialysis	5807 AVALON BLVD	Los Angeles, CA 90011-5303	(323) 233-2452	(323) 233-2549	24	55-2793
San Rafael Dialysis	1415 3RD ST	San Rafael, CA 94901-2826	(415) 453-4437	(415) 453-4616	24	55-2794
Riverlakes Home Training	3933 COFFEE RD STE A	Bakersfield, CA 93308-5024	(661) 588-2326	(661) 588-0037	0	55-2795
Seven Oaks Dialysis	4651 CORPORATE CT	Bakersfield, CA 93311-8704	(661) 664-5887	(661) 664-0145	24	55-2796
Beverlywood Dialysis	2080 CENTURY PARK E STE 210	Los Angeles, CA 90067-2033	(310) 772-0224	(310) 772-0120	13	55-2800
El Dorado Dialysis	2977 REDONDO AVE	Long Beach, CA 90806-2445	(562) 988-3418	(562) 595-5819	25	55-2801
Broadway Dialysis	2624 STOCKTON BLVD	Sacramento, CA 95817-2210	(916) 457-0113	(916) 457-0116	34	55-2802
Pacheco Dialysis	1245 W PACHECO BLVD	Los Banos, CA 93635-8619	(209) 827-3934	(209) 827-3973	24	55-2804
Visalia Vineyard Dialysis	1140 S BEN MADDOX WAY	Visalia, CA 93292-3643	(559) 635-1938	(559) 625-5713	24	55-2806
Tustin Ranch Dialysis	721 WEST 1ST ST	Tustin, CA 92780-2903	(714) 544-0079	(714) 544-0071	25	55-2807
Port City Dialysis	1810 S FRESNO AVE	Stockton, CA 95206-1861	(209) 946-0738	(209) 946-0827	24	55-2808
Golden Gate Dialysis	2700 GEARY BLVD STE A	San Francisco, CA 94118-3406	(415) 345-1869	(415) 673-1206	24	55-2811
Golden State Dialysis	4200 N GOLDEN STATE BLVD	Turlock, CA 95382-8840	(209) 634-0014	(209) 634-0048	24	55-2812
Upland Colonies Dialysis	587 N MOUNTAIN AVE	Upland, CA 91786-5016	(909) 931-4515	(909) 981-5086	25	55-2813
Deer Park Dialysis	4401 MACK RD	Sacramento, CA 95823-4545	(916) 738-3575	(916) 429-2368	24	55-2814
Ontario Mills Dialysis	2403 S VINEYARD AVE STE D	Ontario, CA 91761-6471	(909) 923-3850	(909) 923-8568	25	55-2815
Jurupa Valley Dialysis	8080 LIMONITE AVE	Jurupa Valley, CA 92509-6107	(951) 361-9405	(951) 727-0027	25	55-2817
South Gate Dialysis	9848 ATLANTIC AVE	South Gate, CA 90280-5219	(323) 569-1035	(323) 569-1790	25	55-2821
DaVita Huntington Dialysis	390 S FAIR OAKS AVE STE 120	Pasadena, CA 91105-2540	(626) 564-2818	(626) 564-2889	25	55-2822
Casa Del Rio Home Training	8331 BRIMHALL RD STE 902, BLDG	Bakersfield, CA 93312-2249	(661) 387-6405	(661) 387-6015	0	55-2823
Westlake Village Dialysis	30730 RUSSELL RANCH RD STE A	Westlake Village, CA 91362-6355	(818) 707-7834	(818) 707-7874	21	55-2824
Circle City Dialysis	1180 W 6TH ST STE 101	Corona, CA 92882-3135	(951) 808-9068	(951) 808-9861	33	55-2826
Marina Dialysis	930 2ND AVE	Marina, CA 93933-6009	(831) 384-7831	(831) 384-7786	24	55-2828
Lone Tree Ranch Dialysis	4040 LONE TREE WAY	Antioch, CA 94531-6209	(925) 777-3356	(925) 777-3379	24	55-2829
Serrano Dialysis	1800 MEDICAL CENTER DR STE 150	San Bernardino, CA 92411-1218	(909) 887-2717	(909) 887-3794	25	55-2830
Rolling Hills Dialysis	25210 CRENSHAW BLVD STE 110	Torrance, CA 90505-6134	(310) 530-1180	(310) 530-1312	25	55-2832
Vista Del Sol Dialysis	15002 AMARGOSA RD	Victorville, CA 92394-1868	(442) 255-4023	(442) 255-4030	25	55-2834
Warner Center Dialysis	21040 CALIFA ST STE A	Woodland Hills, CA 91367-5103	(818) 715-9602	(818) 715-0042	24	55-2835
Redhawk Dialysis	44605 AVENIDA DE MISSIONES STE	Temecula, CA 92592-3098	(951) 302-3675	(951) 303-0716	25	55-2838
Whitmore Dialysis	1424 E WHITMORE AVE	Ceres, CA 95307-9215	(209) 541-1460	(209) 541-1461	24	55-2839
Desert Sands Home Training	78030 WILDCAT DR STE 102	Palm Desert, CA 92211-1116	(760) 772-5608	(760) 345-8973	0	55-2840
Oceanside Dialysis	4182 OCEANSIDE BLVD	Oceanside, CA 92056-6003	(760) 941-8393	(760) 941-8430	21	55-2841
San Ramon Valley Home Training	1320 EL CAPITAN DR STE 210	Danville, CA 94526-6258	(925) 275-9280	(925) 973-0430	0	55-2842
Rowland Heights Dialysis	17875 COLIMA RD UNIT A	City Of Industry, CA 91748-1729	(626) 964-5849	(626) 965-8380	33	55-2843
Van Nuys Dialysis	14434 SHERMAN WAY	Van Nuys, CA 91405-2340	(818) 787-8225	(818) 787-8313	37	55-2844
Palms Valley Dialysis	38454 5TH ST W	Palmdale, CA 93551-4480	(661) 225-9416	(661) 225-9867	33	55-2845
Vista Heights Dialysis	12220 PERRIS BLVD STE A	Moreno Valley, CA 92557-7417	(951) 242-5112	(951) 242-9913	37	55-2846
Arena Dialysis	2980 ADVANTAGE WAY	Sacramento, CA 95834-9666	(916) 575-7658	(916) 575-8910	24	55-2847
Eastridge Dialysis	3501 E CAPITOL EXPY	San Jose, CA 95122-1024	(408) 929-2274	(408) 929-2296	24	55-2848
Petaluma River Dialysis	417 N MCDOWELL BLVD	Petaluma, CA 94954-2339	(707) 773-1293	(707) 773-1585	24	55-2849
La Habra Dialysis	1611 W WHITTIER BLVD	La Habra, CA 90631-3618	(562) 267-0430	(562) 266-0045	37	55-2852
Torrance Emerald Dialysis	20821 HAWTHORNE BLVD	Torrance, CA 90503-4609	(310) 214-1715	(310) 214-1710	25	55-2854

Curtola Home Training	125 CORPORATE PL STE B	Vallejo, CA 94590-6921	(707) 642-1240	(707) 642-1349	0	55-2855
Bidwell Dialysis	966 EAST AVE	Chico, CA 95926-1309	(530) 892-9937	(530) 342-3199	24	55-2857
Mayfair Dialysis	4930 PARAMOUNT BLVD	Lakewood, CA 90712-2904	(424) 296-6870	(562) 531-0715	36	55-2858
Indio Dialysis	82900 AVENUE 42 STE E	Indio, CA 92203-9658	(760) 342-6842	(760) 342-6807	37	55-2860
Rose Point Dialysis	400 N PALM AVE	Wasco, CA 93280-7610	(661) 758-2360	(661) 758-2768	16	55-2861
Santa Rosa Springs Dialysis	18 EAST FULTON RD	Santa Rosa, CA 95403-7580	(707) 544-5043	(707) 544-5063	36	55-2862
Bristol Dialysis	1232 S BRISTOL ST	Santa Ana, CA 92704-3422	(714) 662-4573	(714) 557-2369	25	55-2873
San Gabriel Dialysis	825 E BROADWAY	San Gabriel, CA 91776-1901	(626) 287-1270	(626) 287-1255	25	55-2875
Rancho San Bernardino Dialysis	2015 N RIVERSIDE AVE	Rialto, CA 92377-4601	(909) 421-4532	(909) 421-4574	37	55-2876
Beach Dialysis	12456 BEACH BLVD	Stanton, CA 90680-3930	(714) 373-9447	(714) 373-9435	25	55-2877
San Bruno Dialysis	841 SAN BRUNO AVE W	San Bruno, CA 94066-3443	(650) 794-1138	(650) 794-1125	24	55-2878
La Mirada Dialysis	14337 IMPERIAL HWY	La Mirada, CA 90638-1942	(562) 321-2085	(562) 321-2992	21	55-2882
Harbor Vermont Home Training	21608 S VERMONT AVE	Torrance, CA 90502-1940	(310) 212-7529	(310) 212-7209	0	55-2883
Glendale Heights Dialysis	6850 SAN FERNANDO RD	Glendale, CA 91201-1642	(818) 563-6102	(818) 563-6138	33	55-2885
Baldwin Park Dialysis	14101 FRANCISQUITO AVE	Baldwin Park, CA 91706-6100	(626) 337-1847	(626) 337-0129	25	55-2889
Rose City Dialysis	1382 LOCUST ST	Pasadena, CA 91106-1515	(626) 395-7769	(626) 395-7723	25	55-2891
Milpitas Dialysis	660 E CALAVERAS BLVD	Milpitas, CA 95035-5442	(408) 945-6536	(408) 945-6549	24	55-2894
Eastvale Dialysis	14260 SCHLEISMAN RD	Eastvale, CA 92880-4020	(951) 735-2024	(951) 735-2094	25	55-2895
Carson Pavilion Dialysis	20930 CHICO ST	Carson, CA 90746-3603	(310) 638-1345	(310) 635-0464	25	55-2896
Gardena Dialysis	1201 W 155TH ST	Gardena, CA 90247-4096	(310) 538-6804	(310) 538-6836	25	55-2897
Pearl Dialysis	1492 CONSTITUTION BLVD	Salinas, CA 93905-3807	(831) 442-1132	(831) 444-0238	24	55-2898
Lake Jackson Dialysis	450 THIS WAY ST STE A	Lake Jackson, TX 77566-5152	(979) 299-6565	(979) 299-6568	24	67-2500
Transmountain Dialysis	5800 WOODROW BEAN	El Paso, TX 79924-5060	(915) 759-6532	(915) 759-6534	36	67-2501
Jacinto Dialysis Center	11515 MARKET STREET RD	Houston, TX 77029-2305	(713) 453-0505	(713) 453-0599	16	67-2503
Rock Prairie Road Dialysis	1724 BIRMINGHAM RD STE 101	College Station, TX 77845-4063	(979) 704-6903	(979) 704-6906	24	67-2504
Sun City Dialysis Center	600 NEWMAN ST	El Paso, TX 79902-5543	(915) 351-2010	(915) 351-2018	20	67-2508
Meridian Dialysis Center	7520 SPENCER HWY	Pasadena, TX 77505-1917	(281) 542-9765	(281) 542-9731	25	67-2511
Northwest Medical Center Dialysis	5284 MEDICAL DR STE 100	San Antonio, TX 78229-4849	(210) 616-9699	(210) 616-9504	24	67-2515
Rivercenter Dialysis	1123 N MAIN AVE STE 150	San Antonio, TX 78212-4738	(210) 270-7887	(210) 270-7892	22	67-2516
North Shepherd Dialysis	7272 N SHEPHERD DR BLDG B	Houston, TX 77091-2435	(713) 697-1115	(713) 697-1116	30	67-2518
Southcross Dialysis Center	4602 E SOUTHCROSS BLVD	San Antonio, TX 78222-4911	(210) 648-5988	(210) 648-9929	24	67-2519
Lancaster Dialysis	2424 W PLEASANT RUN RD	Lancaster, TX 75146-4005	(972) 223-9292	(972) 223-2027	25	67-2520
Las Palmas Dialysis Center	803 CASTROVILLE RD STE 415	San Antonio, TX 78237-3148	(210) 438-9290	(210) 438-9289	24	67-2521
South Shore Dialysis Center	212 GULF FWY S STE G3	League City, TX 77573-3956	(281) 554-6050	(281) 316-1385	12	67-2522
Marymont Dialysis Center	2391 NE LOOP 410 STE 211	San Antonio, TX 78217-5675	(210) 646-8788	(210) 646-9324	26	67-2523
Angleton Dialysis	102 E HOSPITAL DR	Angleton, TX 77515-4146	(979) 864-4330	(979) 864-4339	20	67-2524
Gracias Dialysis	12430 STATE HIGHWAY 249 STE H	Houston, TX 77086-3339	(281) 999-0348	(281) 999-0383	21	67-2529
Grapevine Dialysis	1651 W NORTHWEST HWY	Grapevine, TX 76051-3100	(817) 251-0675	(817) 421-0417	25	67-2531
Bayou City Dialysis	10655 EASTEX FWY	Houston, TX 77093-4323	(713) 695-8986	(713) 695-8948	16	67-2535
Upper Valley Dialysis	7933 N MESA ST STE H	El Paso, TX 79932-1699	(915) 832-0555	(915) 832-0554	24	67-2536
Summit Dialysis Center	3150 POLK ST	Houston, TX 77003-4631	(713) 228-3500	(713) 228-2136	12	67-2537
Willowbrook Dialysis	12120 JONES RD STE G	Houston, TX 77070-5280	(281) 890-7288	(281) 890-7248	12	67-2538
Carrollton Dialysis	1544 VALWOOD PKWY STE 114	Carrollton, TX 75006-8425	(972) 243-7001	(972) 243-8865	12	67-2548
Bear Creek Dialysis	4978 HIGHWAY 6 N STE I	Houston, TX 77084-2764	(281) 859-5020	(281) 859-4969	12	67-2549
Mansfield Dialysis Center	352 MATLOCK RD STE 120	Mansfield, TX 76063-2081	(817) 453-8167	(817) 473-2610	25	67-2550
DaVita Downtown Dallas Dialysis	3515 SWISS AVE STE A	Dallas, TX 75204-6223	(214) 828-2280	(214) 827-7204	16	67-2553
Garland Dialysis	776 E CENTERVILLE RD	Garland, TX 75041-4640	(972) 278-2757	(972) 278-2675	20	67-2555
Downtown San Antonio Dialysis	615 E QUINCY ST	San Antonio, TX 78215-1600	(210) 222-1260	(210) 222-1499	20	67-2556
DaVita East Dialysis	11989 PELLICANO DR	El Paso, TX 79936-6287	(915) 856-6363	(915) 856-9777	24	67-2558
Deerbrook Dialysis	9660 FM 1960 BYPASS RD W	Humble, TX 77338-4039	(281) 312-6362	(281) 312-6370	24	67-2560
Wharton Dialysis	103 W AHLDAG ST	Wharton, TX 77488-2407	(979) 282-8484	(979) 282-8489	26	67-2572
Boerne Dialysis Center	1369 S MAIN ST STE 101	Boerne, TX 78006-2860	(830) 249-1491	(830) 249-1508	12	67-2578
Mid Cities Dialysis Center	117 E HARWOOD RD	Hurst, TX 76054-3043	(817) 656-2843	(817) 656-2040	16	67-2579
Lake Cliff Dialysis Center	805 N BECKLEY AVE	Dallas, TX 75203-1612	(214) 942-7727	(214) 942-7774	20	67-2580
The Woodlands Dialysis Center	9301 PINECROFT DR STE 130	Shenandoah, TX 77380-3178	(281) 292-6788	(281) 292-5950	16	67-2581
Med-Center At Home	7580 FANNIN ST STE 230	Houston, TX 77054-1939	(713) 790-0150	(713) 790-0740	4	67-2583
Dialysis Cottage	1902 HOSPITAL BLVD STE D	Gainesville, TX 76240-2008	(940) 612-1642	(940) 612-2360	12	67-2585
Cedar Park Dialysis Center	1720 E WHITESTONE BLVD	Cedar Park, TX 78613-7640	(512) 528-8478	(512) 528-8504	12	67-2591
First Colony Dialysis Center	1447 HIGHWAY 6 STE 140	Sugar Land, TX 77478-5094	(281) 494-1465	(281) 494-1484	13	67-2592
Port Lavaca Dialysis	1300 N VIRGINIA ST STE 102	Port Lavaca, TX 77979-2512	(361) 552-3800	(361) 552-8703	10	67-2595
Brownfield Dialysis	710 E FELT ST	Brownfield, TX 79316-3440	(806) 637-6373	(806) 637-6371	8	67-2596
Sealy Dialysis	2242 CHAMPIONSHIP DR	Sealy, TX 77474-8122	(979) 627-0300	(979) 627-0318	21	67-2606
Home at the Museum	7505 MAIN ST STE 120	Houston, TX 77030-4523	(713) 796-9616	(713) 796-9665	1	67-2613
Taylor Dialysis	3100 W 2ND ST	Taylor, TX 76574-4647	(512) 352-2549	(512) 352-2535	12	67-2617
Kaufman Dialysis	2851 MILLENNIUM DR	Kaufman, TX 75142-8865	(972) 932-9091	(972) 932-9098	12	67-2619
West Park Dialysis	5920 RENWICK DR STE A	Houston, TX 77081-0004	(713) 660-0073	(713) 660-0259	20	67-2621
Magnolia Dialysis Center	17649 FM 1488 RD	Magnolia, TX 77354-5235	(281) 259-0397	(281) 259-0425	12	67-2625
Greenwood Holly Renal Center	1533 HOLLY RD	Corpus Christi, TX 78417-2010	(361) 850-7300	(361) 850-7305	24	67-2630
Davita Central Dallas Dialysis	9500 N CENTRAL EXPY STE 102	Dallas, TX 75231-5139	(214) 739-3004	(214) 739-3002	16	67-2632
Duncanville Dialysis	270 E HIGHWAY 67 STE 100	Duncanville, TX 75137-4428	(972) 296-4911	(972) 296-4429	21	67-2635
Plano Dialysis Center	481 SHILOH RD STE 100	Plano, TX 75074-7231	(972) 881-3270	(972) 881-5086	12	67-2636
Rockwall Dialysis Center	2346 GREENCREST BLVD	Rockwall, TX 75087-5513	(972) 722-4781	(972) 722-4872	17	67-2638
Perry Dialysis	118 W MAIN ST	Perry, FL 32347-2656	(850) 584-6012	(850) 584-6040	16	10-2790
Perry Dialysis	610 10TH ST STE L100	Perry, IA 50220-2221	(515) 465-2657	(515) 465-2874	8	16-2534
Rainbow Dialysis - Wailuku		Wailuku, HI			11	12-2526
North Park Dialysis	324 FM 1960 RD STE 104	Houston, TX 77073-1887	(281) 443-2209	(281) 443-1983	30	67-2640
Baytown Dialysis	4665 GARTH RD STE 900	Baytown, TX 77521-2261	(281) 422-0820	(281) 422-0961	12	67-2641
El Campo Dialysis	307 SANDY CORNER RD	El Campo, TX 77437-9535	(979) 543-8200	(979) 543-8214	18	67-2645
Mission Valley Dialysis	1203 ST CLAIRE BLVD 9B	Mission, TX 78572-6601	(956) 583-3760	(956) 583-8252	15	67-2646
Renal Center of Waterton	2895 SHILOH RD	Tyler, TX 75703-2936	(903) 561-0292	(903) 561-1896	20	67-2647
Renal Center of the Hills	6331 BLVD 26 STE 200	North Richland Hills, TX 76180-1590	(817) 284-3343	(817) 284-3448	25	67-2649
Floyd Curl Dialysis	9238 FLOYD CURL DR STE 102	San Antonio, TX 78240-1691	(210) 561-4373	(210) 561-9415	20	67-2653
Renal Center of Frisco	10850 FRISCO ST STE 300	Frisco, TX 75033-3586	(214) 872-2421	(214) 872-2426	21	67-2654
Romano Woods Dialysis	16910 MATHIS CHURCH RD	Houston, TX 77090-3710	(281) 893-6300	(281) 893-6366	30	67-2655
West Plano Dialysis	5036 TENNYSON PKWY	Plano, TX 75024-3002	(972) 608-1089	(972) 608-1096	12	67-2658
Binz Home Training	1213 HERMANN DR STE 180	Houston, TX 77004-7070	(713) 529-5155	(713) 529-5135	5	67-2664
Valley Baptist Harlingen Dialysis	2220 HAINE DR STE 40	Harlingen, TX 78550-8584	(956) 364-2789	(956) 423-3395	48	67-2665
Cypress Woods Northwest Dialysis	20320 NORTHWEST FWY STE 100	Jersey Village, TX 77065-5643	(281) 890-2540	(281) 890-5376	13	67-2669
Sagemeadow Dialysis	10923 SCARSDALE BLVD	Houston, TX 77089-6024	(281) 922-6130	(281) 922-6145	20	67-2670
McKinney Dialysis	4717 MEDICAL CENTER DR	McKinney, TX 75069-1870	(972) 542-0495	(972) 542-9676	18	67-2671
Valley Baptist Raymondville Dialysis	894 FM 3168	Raymondville, TX 78580-4519	(956) 689-9084	(956) 689-1951	16	67-2674
T C Jester Dialysis	1800 W 26TH ST STE 101	Houston, TX 77008-1451	(713) 863-0463	(713) 863-8272	20	67-2675
Champions Dialysis	4427 FM 1960 RD W	Houston, TX 77068-3409	(281) 444-8439	(281) 537-8250	20	67-2676
Woodforest Dialysis	12626 WOODFOREST BLVD STE C	Houston, TX 77015-3650	(713) 455-3370	(713) 455-3387	15	67-2679
Dumas Dialysis	109 BINKLEY AVE	Dumas, TX 79029-3825	(806) 935-2273	(806) 934-2273	8	67-2682
West Oaks Dialysis	14800 WESTHEIMER RD STE A	Houston, TX 77082-1675	(281) 752-5469	(281) 752-9929	12	67-2686
Georgetown Dialysis	201 FM 971	Georgetown, TX 78626-4631	(512) 819-9636	(512) 863-8173	12	67-2687
Sugar Land Home Training	1447 HWY 6 STE 130	Sugar Land, TX 77478-5094	(281) 277-0692	(281) 565-0923	4	67-2690
Ridgecrest Dialysis	12249 ROJAS DR	El Paso, TX 79936-7750	(915) 790-0839	(915) 858-1063	20	67-2691
Americas Dialysis	715 N AMERICAS AVE	El Paso, TX 79907-7004	(915) 872-8185	(915) 872-8921	20	67-2692
West Point Dialysis	12051 WESTPARK DR STE 100	Houston, TX 77082-5556	(281) 920-4892	(281) 920-4879	16	67-2693
Renal Center of Plano	4112 W SPRING CREEK PARKWAY S	Plano, TX 75024-5210	(972) 608-7831	(972) 608-7837	17	67-2694
Spring Creek Dialysis	301 E AIRLINE RD	Victoria, TX 77901-3901	(361) 572-3343	(361) 572-3380	16	67-2696
Wylie Dialysis	941 S WESTGATE WAY	Wylie, TX 75098-4947	(972) 429-4315	(972) 429-8954	13	67-2702
Bluebonnet Dialysis	3601 MANOR RD	Austin, TX 78723-5816	(512) 926-7378	(512) 926-7364	24	67-2704
Seguin Dialysis	618 E COURT ST	Seguin, TX 78155-5714	(830) 372-2521	(830) 372-1384	16	67-2707

Westover Dialysis	9846 WESTOVER HILLS BLVD STE 10	San Antonio, TX 78251-4125	(210) 681-9180	(210) 681-9745	16	67-2708
Village Dialysis	6952 INDUSTRIAL PKWY	Rosenberg, TX 77471-5656	(281) 232-3116	(281) 232-5821	12	67-2715
North Conroe Dialysis	3211 INTERSTATE 45 N STE 500	Conroe, TX 77304-2187	(936) 756-9400	(936) 756-9450	16	67-2717
San Angelo Dialysis	3518 KNICKERBOCKER RD	San Angelo, TX 76904-7611	(325) 949-6035	(325) 949-6791	12	67-2719
Highland Village Dialysis	2700 VILLAGE PKWY	Highland Village, TX 75077-3286	(972) 317-5609	(972) 317-5723	13	67-2720
Jensen Dialysis	9716 JENSEN DR	Houston, TX 77093-6302	(713) 692-4600	(713) 692-4607	23	67-2721
Central Fort Worth Dialysis	1000 SAINT LOUIS AVE STE 101	Fort Worth, TX 76104-3377	(817) 810-0379	(817) 870-9767	24	67-2723
North Arlington Dialysis	642 LINCOLN SQUARE	Arlington, TX 76011-4896	(817) 542-0529	(817) 542-0419	17	67-2725
Balch Springs Dialysis	12001 ELAM RD	Balch Springs, TX 75180-2822	(972) 913-8767	(972) 286-4095	13	67-2726
Texas City PD	13003 DELANEY ST	La Marque, TX 77568-2506	(409) 935-3026	(409) 935-3320	0	67-2727
Allen Dialysis	201 S JUPITER RD	Allen, TX 75002-3035	(469) 342-6709	(469) 342-6398	21	67-2728
Houston Galleria Dialysis	5923 WESTHEIMER ROAD	Houston, TX 77057-7603	(713) 977-1278	(713) 977-1429	12	67-2730
North Fort Worth Dialysis	3812 E BELKNAP ST	Fort Worth, TX 76111-6012	(682) 647-0013	(682) 647-1494	13	67-2731
Renal Center of North Dallas	6190 LYNDON B JOHNSON FWY STE	Dallas, TX 75240-6383	(972) 789-0192	(972) 789-0198	16	67-2732
West Bellfort Dialysis	21026 W BELLFORT ST	Richmond, TX 77406-1685	(832) 595-0187	(832) 595-0637	12	67-2733
Horizon Dialysis	2222 GREENHOUSE RD	Houston, TX 77084-7287	(281) 829-5941	(281) 829-1304	16	67-2734
Crosstimbers Dialysis	4400 NORTH FWY STE A 100	Houston, TX 77022-3614	(713) 695-4413	(713) 695-4518	12	67-2739
Renal Center of Keller	10708 VICTORIA ASH DR	Fort Worth, TX 76244-6392	(817) 431-6533	(817) 431-6543	21	67-2741
College Park Dialysis	17191 ST LUKES WAY STE 100	The Woodlands, TX 77384-8043	(936) 273-3350	(936) 273-4539	24	67-2745
Victory Lakes Dialysis	3290 GULF FWY S STE H	Dickinson, TX 77539-4542	(281) 337-2175	(281) 337-2386	12	67-2754
Ace Dialysis	14512 LEE RD	Humble, TX 77396-3425	(281) 441-5016	(281) 441-5099	12	67-2756
Greatwood Dialysis	20333 SOUTHWEST FREEWAY STE 1	Sugar Land, TX 77479-6774	(281) 545-1470	(281) 545-1839	17	67-2758
La Central Dialysis	902 HOUSTON ST	Laredo, TX 78040-8015	(956) 523-8652	(956) 523-0598	13	67-2759
Fort Worth Saginaw Dialysis	900 N BLUE MOUND RD STE 192	Saginaw, TX 76131-8828	(817) 232-1502	(817) 232-1652	13	67-2761
Green Oak Dialysis	1426 KINGWOOD DR	Kingwood, TX 77339-3040	(281) 312-1301	(281) 358-1472	20	67-2764
El Paso Peritoneal Dialysis	1310 MURCHISON DR STE C	El Paso, TX 79902-4821	(915) 351-0893	(915) 533-8516	0	67-2768
Riverstone Dialysis	5672 HIGHWAY 6	Missouri City, TX 77459-4188	(281) 499-8950	(281) 499-3805	12	67-2769
Dialysis Care of Weatherford	2107 FT WORTH HWY	Weatherford, TX 76086-4808	(817) 599-6954	(817) 599-3526	13	67-2770
Treasure Hills Dialysis	1629 TREASURE HILLS BLVD STE 8	Harlingen, TX 78550-8907	(956) 364-2120	(956) 440-8747	13	67-2771
Cloverleaf Dialysis	13525 EAST FWY STE A	Houston, TX 77015-5902	(713) 450-0874	(713) 451-5377	12	67-2773
Fort Brown Dialysis	2000 BOCA CHICA BLVD	Brownsville, TX 78521-2226	(956) 541-0130	(956) 541-0160	13	67-2777
Round Rock Dialysis	1800 ROUND ROCK AVE STE 200	Round Rock, TX 78681-4016	(512) 310-8797	(512) 246-0030	12	67-2780
Jersey Village Dialysis	8787 FALLBROOK DR	Houston, TX 77064-3318	(281) 477-7878	(281) 955-0015	12	67-2781
Denver Harbor Dialysis	7065 EAST FWY	Houston, TX 77020-5328	(713) 670-3173	(713) 670-0876	20	67-2782
West Houston Home Dialysis	1319 W SAM HOUSTON PKWY N ST	Houston, TX 77043-4010	(713) 465-0005	(713) 465-0028	0	67-2787
Keller Dialysis	11000 OLD DENTON RD	Fort Worth, TX 76244-5407	(817) 337-5483	(817) 431-9475	17	67-2788
Dialysis Care of Grand Prairie	402 N CARRIER PKWY STE 102	Grand Prairie, TX 75050-5426	(972) 264-2660	(972) 264-2687	13	67-2789
Southeast Fort Worth Dialysis	3845 E LOOP 820 S	Fort Worth, TX 76119-4337	(817) 496-9035	(817) 446-0012	25	67-2790
Coryell Dialysis	224 MEMORIAL DR	Gatesville, TX 76528-1071	(254) 404-2090	(254) 404-2479	12	67-2796
Hulen Dialysis	5832 S HULEN ST	Fort Worth, TX 76132-2684	(817) 370-7642	(817) 370-7774	17	67-2797
Vintage Dialysis	20025 CHASEWOOD PARK DR	Houston, TX 77070-1465	(281) 251-0966	(281) 257-4706	17	67-2801
Tanner Dialysis	5655 W SAM HOUSTON PKWY N ST	Houston, TX 77041-5148	(713) 983-8616	(713) 856-9294	16	67-2802
Springwoods Dialysis	2950 FM 2920 RD STE 100	Spring, TX 77388-3427	(281) 907-6269	(281) 907-6852	20	67-2803
Heights Dialysis	739 E 20TH ST	Houston, TX 77008-4471	(713) 802-0542	(713) 802-0762	16	67-2804
McKinney on 380 Dialysis	5329 W UNIVERSITY DR	McKinney, TX 75071-8186	(214) 491-4263	(214) 491-4984	13	67-2805
Renal Center of Flower Mound	4941 LONG PRAIRIE RD	Flower Mound, TX 75028-2782	(972) 537-5572	(469) 464-4357	13	67-2807
Clear Creek Dialysis	220 COTTONWOOD DR	Hempstead, TX 77445-9226	(979) 826-0477	(979) 826-9183	12	67-2808
West Arlington Dialysis	1001 W ARBROOK BLVD STE 101 AN	Arlington, TX 76015-4222	(817) 466-7403	(817) 466-7408	21	67-2810
Plano on Custer Dialysis	1301 CUSTER RD STE 524	Plano, TX 75075-9400	(972) 578-7047	(972) 424-7204	17	67-2816
Montana Vista Dialysis	2204 JOE BATTLE BLVD STE A	El Paso, TX 79938-4660	(915) 849-8374	(915) 849-8301	24	67-2817
Lockhart Dialysis	1806 S COLORADO ST	Lockhart, TX 78644-3947	(512) 398-6432	(512) 398-6471	12	67-2819
Vivify Dialysis	800 N TEXAS AVE	Odessa, TX 79761-4012	(432) 332-1974	(432) 332-4183	12	67-2822
Balcones Dialysis	11150 RESEARCH BLVD STE 201	Austin, TX 78759-5242	(512) 342-1097	(512) 342-1967	12	67-2824
Baymont Dialysis	10424 INTERSTATE 10 E STE 100	Baytown, TX 77523-0816	(281) 573-2539	(281) 573-3289	12	67-2826
Plano Tollway Dialysis	6101 WINDHAVEN PKWY STE 165	Plano, TX 75093-8197	(972) 473-7891	(972) 473-0150	17	67-2827
Southfield Dialysis	11600 BROADWAY ST	Pearland, TX 77584-3780	(713) 436-0263	(713) 436-0948	12	67-2833
Avian Dialysis	8486 BELLAIRE BLVD	Houston, TX 77036-4702	(713) 774-0253	(713) 774-0315	20	67-2841
Socorro Dialysis	10697 N LOOP DR	Socorro, TX 79927-6400	(915) 790-0538	(915) 790-0639	24	67-2842
Donna Dialysis	1006 E INTERSTATE HIGHWAY 2	Donna, TX 78537-4153	(956) 461-2519	(956) 461-2550	21	67-2843
Dairy Ashford Dialysis	12606 WESTPARK DR	Houston, TX 77082-5526	(281) 679-1848	(281) 496-2093	20	67-2848
Zapata Falcon Lake Dialysis	2860 S US HWY 83	Zapata, TX 78076	(956) 765-9366	(956) 765-9319	13	67-2849
Weimar Dialysis	407 E SOUTH ST	Weimar, TX 78962-2913	(979) 725-2266	(979) 725-2265	8	67-2851
Edinburg Citrus Grove Dialysis	404 S VETERANS BLVD STE D	Edinburg, TX 78539-4721	(956) 381-0078	(956) 381-0058	20	67-2852
Inwood Dialysis	6626 ANTOINE DR	Houston, TX 77091-1206	(713) 681-0481	(713) 681-0913	16	67-2857
Cedar Hill Dialysis	439 E FM 1382	Cedar Hill, TX 75104-6006	(972) 291-5817	(972) 291-5875	21	67-2861
City Center Dialysis	10405 KATY FWY STE 140	Houston, TX 77024-1165	(713) 647-0641	(713) 647-0620	24	67-2862
Mason Dialysis	2922 N MASON RD STE 100	Katy, TX 77449-5456	(281) 579-9057	(281) 599-3293	20	67-2863
Garland Shiloh Dialysis	800 N SHILOH RD	Garland, TX 75042-5716	(972) 276-7961	(972) 205-0191	21	67-2868
Ascarate Dialysis	7281 ALAMEDA AVE	El Paso, TX 79915-3503	(915) 881-1796	(915) 881-1276	25	67-2872
Leander Dialysis	2906 S BAGDAD RD STE 120	Leander, TX 78641-3269	(512) 260-4102	(512) 528-1039	13	67-2873
Mountain Pass Dialysis	5612 DYER ST	El Paso, TX 79904-6242	(915) 564-5052	(915) 564-5256	24	67-2874
Laredo North Creek Dialysis	2443 MONARCH DR	Laredo, TX 78045-6329	(956) 725-5203	(956) 725-5082	25	67-2878
Pflugerville Dialysis	2606 W PECAN ST BLDG 3, STE 300	Pflugerville, TX 78660-1917	(512) 990-7785	(512) 990-7811	12	67-2889
Atascocita Dialysis	5414 FM 1960 RD E	Humble, TX 77346-2627	(832) 445-0020	(832) 445-1335	20	67-2895
Barker Cypress Dialysis	18003 LOGENBAUGH DR	Cypress, TX 77433-7196	(281) 856-6198	(281) 856-6224	24	67-2896
LaMarque Dialysis	7236 MEDICAL CENTER DR	Texas City, TX 77591-3036	(409) 935-2890	(409) 935-3188	16	67-2899
Pine Park Dialysis	3333 BAYSHORE BLVD	Pasadena, TX 77504-1952	(713) 943-1463	(713) 943-1481	24	672767
South Shore Annex Dialysis	16750 HIGHWAY 3	Webster, TX 77598-2000	(281) 332-4719	(281) 332-3720	12	672779
Cypress Fairfield Dialysis	15103 MASON RD STE D-5	Cypress, TX 77433-6755	(281) 758-1380	(281) 758-1470	24	672786
Cape Coral North Dialysis	1315 SE 8TH TERRACE	Cape Coral, FL 33990-3213	(239) 772-8599	(239) 772-9421	12	68-2501
Port Saint Joe Dialysis	3871 E HIGHWAY 98 STE 101	Port Saint Joe, FL 32456-5302	(850) 640-6758	(850) 640-6767	12	68-2505
South Dade Kidney Center	11040 SW 184TH ST	Cutler Bay, FL 33157-6602	(305) 259-1516	(305) 259-1769	23	68-2508
Renovation of Life Dialysis	14505 COMMERCE WAY STE 600	Miami Lakes, FL 33016-1530	(305) 362-8399	(305) 362-8351	16	68-2512
Memorial Plaza Dialysis	3901 UNIVERSITY BLVD S STE 111	Jacksonville, FL 32216-4374	(904) 731-0247	(904) 731-4046	20	68-2516
Lake Vista Dialysis	3187 US HIGHWAY 98 N	Lakeland, FL 33805-2103	(863) 603-2130	(863) 686-5687	24	68-2517
Carrollwood Dialysis	14358 N DALE MABRY HWY	Tampa, FL 33618-2018	(813) 960-3751	(813) 961-7312	16	68-2520
Jacksonville Arlington Dialysis	929 UNIVERSITY BLVD N	Jacksonville, FL 32211-5529	(904) 743-1689	(904) 743-1570	16	68-2526
Doral Kidney Center	7755 NW 48TH ST STE 120	Doral, FL 33166-5401	(305) 436-5279	(305) 436-8087	16	68-2527
Downtown Pensacola Dialysis	700 E CERVANTES ST STE A	Pensacola, FL 32501-3489	(850) 433-1534	(850) 433-1538	20	68-2529
Silver Springs Shores Dialysis	9310 SPRING RD	Ocala, FL 34472-2913	(352) 687-0403	(352) 687-2527	20	68-2530
Gainesville Home Dialysis	4960 W NEWBERRY RD STE 280	Gainesville, FL 32607-2201	(352) 378-4960	(352) 371-1552	3	68-2531
Palatka Dialysis	326 ZEAGLER DR	Palatka, FL 32177-3817	(386) 329-9458	(386) 329-9340	16	68-2532
Home Options of Pensacola	812 CREIGHTON RD	Pensacola, FL 32504-7028	(850) 969-9082	(850) 475-2635	4	68-2534
Lauderhill Dialysis	2916 N STATE ROAD 7	Lauderdale Lakes, FL 33313-1912	(954) 731-6044	(954) 731-6078	20	68-2535
Kissimmee Home Training	1203 N CENTRAL AVE STE A	Kissimmee, FL 34741-4407	(407) 518-9232	(407) 518-9350	4	68-2538
Deerfield Beach Dialysis	1983 W HILLSBORO BLVD	Deerfield Beach, FL 33442-1418	(954) 426-3350	(954) 426-5275	12	68-2540
Plantation Home Training	8144 W BROWARD BLVD	Plantation, FL 33324-2000	(954) 473-9138	(954) 473-2941	3	68-2543
Ultimate Kidney Care	2720 SW 97TH AVE STE 201	Miami, FL 33165-2680	(305) 226-2699	(305) 226-4199	15	68-2546
Oviedo Dialysis	7560 RED BUG LAKE RD STE 1048	Oviedo, FL 32765-6591	(407) 366-0211	(407) 366-4269	20	68-2549
Ocoee Home Training	1552 BOREN DR STE 100	Ocoee, FL 34761-4216	(407) 877-2012	(407) 877-2040	0	68-2550
Winter Haven South Dialysis	7220 CYPRESS GARDENS BLVD	Winter Haven, FL 33884-3217	(863) 324-5040	(863) 324-8492	12	68-2552
Golden Glades Dialysis	15600 NW 15TH AVE STE D	Miami Gardens, FL 33169-5609	(305) 621-1328	(305) 621-6272	20	68-2556
Beach Boulevard Dialysis	14444 BEACH BLVD STE B	Jacksonville, FL 32250-2010	(904) 992-9254	(904) 992-8835	16	68-2560
St. Augustine Home Training	252 SOUTHPARK CIR E	Saint Augustine, FL 32086-5137	(904) 823-1594	(904) 808-1437	3	68-2561
Buena Ventura Lakes Dialysis	1998 E OSCEOLA PKWY	Kissimmee, FL 34743-8600	(407) 348-1271	(407) 348-1407	20	68-2563
Keys Gate Dialysis	1982 NE 8TH ST	Homestead, FL 33033-4704	(305) 247-3506	(305) 247-3859	16	68-2564

Dunn Avenue Dialysis	1215 DUNN AVE STE 8	Jacksonville, FL 32218-4897	(904) 757-3540	(904) 751-3499	16	68-2566
Lake Mary Dialysis	39 SKYLINE DR STE 1001	Lake Mary, FL 32746-7123	(407) 833-8667	(407) 833-8672	20	68-2567
Columbia County Dialysis	1389 W US HIGHWAY 90 STE 100	Lake City, FL 32055-6130	(386) 466-0197	(386) 292-8992	16	68-2568
Clay County Dialysis	1784 BLANDING BLVD	Middleburg, FL 32068-3807	(904) 291-1537	(904) 282-9869	16	68-2572
Ocala West Home Training	8615 SW 103RD STREET RD	Ocala, FL 34481-9622	(352) 854-3099	(352) 854-3480	2	68-2573
Manasota Dialysis	6960 PROFESSIONAL PKWY E UNITS	Sarasota, FL 34240-8428	(941) 362-2864	(941) 907-4720	12	68-2574
West Boynton Dialysis	10150 HAGEN RANCH RD STE 101	Boynton Beach, FL 33437-3776	(561) 736-6096	(561) 738-6190	16	68-2577
Lynn Haven Dialysis	404 E 24TH ST	Lynn Haven, FL 32444-4881	(850) 271-2937	(850) 271-0326	12	68-2582
Jupiter Dialysis	630 MAPLEWOOD DR STE 300	Jupiter, FL 33458-5571	(561) 748-1750	(561) 748-1585	16	68-2586
Gainesville Newberry Dialysis	1177 NW 64TH TER	Gainesville, FL 32605-4218	(352) 331-3240	(352) 331-3245	18	68-2592
Tampa Bay Dialysis	2301 W DR MARTIN LUTHER KING J	Tampa, FL 33607-6405	(813) 876-7023	(813) 879-1530	24	68-2594
Cape Coral Home Training	3637 DEL PRADO BLVD S STE 202	Cape Coral, FL 33904-7199	(239) 542-7022	(239) 542-7037	0	68-2595
Kennedy Boulevard Dialysis	2205 W KENNEDY BLVD	Tampa, FL 33606-1536	(813) 254-3638	(813) 254-3809	16	68-2596
Land O Lakes Dialysis	2100 VIA BELLA BLVD STE 104	Land O Lakes, FL 34639-5429	(813) 948-8157	(813) 949-9071	20	68-2598
East Tallahassee Home Training	2417 MILL CREEK CT STE 3	Tallahassee, FL 32308-4395	(850) 297-0435	(850) 523-0715	0	68-2602
Palm Coast Home Training	80 PINNACLES DR STE 1000	Palm Coast, FL 32164-2916	(386) 586-7399	(386) 586-2975	0	68-2610
Lake Seminole Dialysis	10799 PARK BLVD	Seminole, FL 33772-5420	(727) 319-0180	(727) 319-0175	20	68-2612
Oslo Dialysis	100 S US HIGHWAY 1	Vero Beach, FL 32962-3630	(772) 567-8496	(772) 562-5735	12	68-2615
Bayshore Dialysis	16151 SLATER RD	North Fort Myers, FL 33917-6502	(239) 731-1006	(239) 731-1070	16	68-2616
Orlando Airport Dialysis	5778 S SEMORAN BLVD STE A	Orlando, FL 32822-4819	(407) 282-3835	(407) 282-9520	24	68-2618
Brooksville Dialysis	7326 BROAD ST	Brooksville, FL 34601-3114	(352) 540-6185	(352) 799-8190	16	68-2621
Hernando Home Training	4251 MARINER BLVD	Spring Hill, FL 34609-2416	(352) 686-2755	(352) 683-0720	0	68-2622
Jacksonville Westside Dialysis	5276 BLANDING BLVD STE 26	Jacksonville, FL 32210-8176	(904) 573-6405	(904) 908-9975	20	68-2627
Trinity Dialysis	2870 BUND AVE	New Port Richey, FL 34655-1849	(727) 372-7742	(727) 372-7551	20	68-2629
Falkenburg Dialysis	3140 S FALKENBURG RD STE 101	Riverview, FL 33578-2594	(813) 372-1625	(813) 372-1615	20	68-2630
Port Orange Dialysis	3997 S NOVA RD RIVERWOOD PLAZ	Port Orange, FL 32127-9296	(386) 761-7961	(386) 763-2150	16	68-2632
Wellington Dialysis	573 N STATE ROAD 7	Royal Palm Beach, FL 33411-3524	(561) 793-4285	(561) 784-7090	16	68-2633
ALAFAYA DIALYSIS	12001 SCIENCE DR STE 110	Orlando, FL 32826-2913	(407) 282-8202	(407) 208-9391	20	68-2637
BETHESDA DIALYSIS	332 N CONGRESS AVE	Boynton Beach, FL 33426-3413	(561) 735-9313	(561) 364-8240	16	68-2640
Wildwood Dialysis	4713 E SR 44 STE 900	Wildwood, FL 34785-7465	(352) 330-1103	(352) 330-1106	12	68-2647
Fleming Island Dialysis	4575 US HIGHWAY 17 STE 301	Fleming Island, FL 32003-4825	(904) 215-2476	(904) 215-8344	12	68-2648
Emerald Coast Dialysis	1112 HOSPITAL RD	Fort Walton Beach, FL 32547-6742	(850) 864-4850	(850) 864-4356	16	68-2650
Calle Ocho Dialysis	1800 SW 8TH ST	Miami, FL 33135-3418	(305) 541-2560	(305) 642-2261	16	68-2651
Brookside Dialysis	10725 WILES RD	Coral Springs, FL 33076-2014	(954) 796-9925	(954) 796-7360	16	68-2655
Miami Jewish Dialysis	5200 NE 2ND AVE	Miami, FL 33137-2706	(305) 751-8699	(305) 795-8000	12	68-2657
Inverrary Dialysis	4984 N UNIVERSITY DR	Lauderhill, FL 33351-5748	(954) 748-1659	(954) 748-9865	20	68-2658
MetroWest Dialysis	4578 S KIRKMAN RD	Orlando, FL 32811-2848	(407) 298-3977	(407) 298-5785	24	68-2661
Sunshine State Dialysis	2710 ALLEN RD	Tallahassee, FL 32312-2607	(850) 297-2019	(850) 523-7842	20	68-2663
Clarcona Dialysis	8259 CLARCONA OCOEE RD	Orlando, FL 32818-1228	(407) 299-2173	(407) 299-7673	16	68-2665
Clermont Dialysis	1350 N HANCOCK RD	Clermont, FL 34711-5952	(352) 394-0072	(352) 241-0433	12	68-2669
Sandy Shores Dialysis	5947 20TH ST	Vero Beach, FL 32966-4676	(772) 770-0331	(772) 770-0336	12	68-2674
Philips Highway Dialysis	8021 PHILIPS HIGHWAY STE 15	Jacksonville, FL 32256-4452	(904) 636-9652	(904) 636-9657	16	68-2678
County Line Dialysis	21353 NW 2ND AVE	Miami Gardens, FL 33169-2112	(305) 654-2724	(305) 654-0433	20	68-2680
Harden Dialysis	2105 HARDEN BLVD	Lakeland, FL 33803-5918	(863) 284-0534	(863) 284-1140	16	68-2681
Del Rio Dialysis	6222 HARNEY RD	Tampa, FL 33610-5500	(813) 372-7090	(813) 372-7255	16	68-2683
Diamond Speedway Dialysis	1115 N NOVA RD	Daytona Beach, FL 32117-4108	(386) 239-6877	(386) 239-5955	20	68-2684
Titus Landing Home Training	250 HARRISON ST STE 310	Titusville, FL 32780-5026	(321) 383-2357	(321) 383-2362	0	68-2685
Trafalgar Dialysis	2500 TRAFALGAR BLVD	Kissimmee, FL 34758-2552	(407) 343-5124	(321) 697-5044	21	68-2698
Auburndale Dialysis	250 AVENUE K SW STE 100	Winter Haven, FL 33880-3919	(863) 291-8036	(863) 291-3814	12	68-2699
Preserve Pointe Dialysis	57 TOWN COURT RD STE 118	Palm Coast, FL 32164-2425	(386) 309-2885	(386) 309-2904	16	68-2708
Sienna Plantation Dialysis	9340 HWY 6 STE 400	Missouri City, TX 77459-5132	(281) 778-3500	(281) 778-3512	24	74-2500
McKinney Corner Dialysis	4601 MEDICAL CTR DR STE G	McKinney, TX 75069-1771	(972) 984-1974	(972) 548-4805	17	74-2513
Dialysis Care of Mesquite	2110 N GALLOWAY AVE STE 102	Mesquite, TX 75150-5736	(972) 285-1909	(972) 329-1063	25	74-2515
Downtown Midland Dialysis	511 W MISSOURI AVE	Midland, TX 79701-5016	(432) 686-3907	(432) 686-3911	24	74-2522
Preston Dialysis	13340 PRESTON RD	Dallas, TX 75240-5287	(972) 239-5034	(972) 980-4417	17	74-2526
Southside Dialysis	6018 PARKWAY DR	Corpus Christi, TX 78414-2488	(361) 994-5262	(361) 994-5232	20	74-2527
Canutillo Dialysis	7251 S DESERT BLVD	El Paso, TX 79835-2200	(915) 877-4907	(915) 877-4912	25	74-2528
Sherman Crossroads Dialysis	209 W TRAVIS ST	Sherman, TX 75092-3512	(903) 421-0272	(903) 258-9842	13	74-2535
Jackson Meadows Dialysis	2500 S JACKSON RD	McAllen, TX 78503-2081	(956) 664-1723	(956) 664-1734	21	74-2536
Roadrunner Dialysis	5010 WISEMAN BLVD	San Antonio, TX 78251-4777	(210) 520-0341	(210) 520-0236	24	74-2541
Post Oak Dialysis	4751 W FUQUA ST	Houston, TX 77045-6104	(713) 413-9075	(713) 413-9116	20	74-2545
Lower Greenville Dialysis	4405 ROSS AVE	Dallas, TX 75204-5013	(214) 370-9466	(214) 370-9479	25	74-2546
Five Points Dialysis	2929 MONTANA AVE	El Paso, TX 79903-2409	(915) 566-0634	(915) 566-0681	25	74-2547
Mercedes Dialysis	1307 CAMERON ST	Mercedes, TX 78570-2625	(956) 514-2596	(956) 514-2550	21	74-2550
Fallbrook Dialysis	11321 FALLBROOK DR	Houston, TX 77065-4232	(281) 890-5468	(281) 807-3715	16	74-2552
Judson Dialysis	15619 NACOGDOCHES RD	San Antonio, TX 78247-1159	(210) 653-9579	(210) 599-2136	24	74-2553
Brodie Lane Dialysis	9010 BRODIE LN BLDG A	Austin, TX 78748-5184	(512) 280-6505	(512) 280-6866	12	74-2555
Prosper Dialysis	241 N PRESTON RD STE A	Prosper, TX 75078-8792	(972) 347-9268	(972) 347-9863	17	74-2559
Rosenberg Home Training	7607 TOWN CENTER BLVD	Rosenberg, TX 77471-6219	(346) 843-3066	(346) 843-3082	0	74-2564
Atlantic PCH Dialysis	1090 ATLANTIC AVE	Long Beach, CA 90813-3403	(562) 432-8262	(562) 432-3257	20	75-2502
Universal Huntington Park Dialysis	1824 E SLAUSON AVE	Vernon, CA 90058-3829	(323) 364-0188	(323) 364-0317	26	75-2503
Yolo Dialysis	1840 E MAIN ST	Woodland, CA 95776-6228	(530) 662-1364	(530) 662-1357	21	75-2507
Grant Line Dialysis	2955 N CORRAL HOLLOW RD STE 10	Tracy, CA 95376-8800	(209) 839-8302	(209) 839-8297	12	75-2508
Brentwood Home Training	11859 WILSHIRE BLVD STE 100	Los Angeles, CA 90025-6616	(310) 231-7197	(310) 231-7212	0	75-2509
Valencia Dialysis	26861 BOUQUET CANYON RD	Santa Clarita, CA 91350-2372	(661) 263-3216	(661) 263-3254	13	75-2510
Alvarado Park Home Training	2415 SAN PABLO DAM RD STE 504	San Pablo, CA 94806-3906	(510) 233-2991	(510) 233-6002	0	75-2512
Westmont Dialysis	11239 S WESTERN AVE	Los Angeles, CA 90047-4848	(323) 242-3970	(323) 777-2163	25	75-2513
Hidden Valley Dialysis	1951 CITRACADO PKWY	Escondido, CA 92029-4158	(760) 746-0464	(760) 746-0392	37	75-2514
College Estates Dialysis	1601 RAIDERS WAY	Oxnard, CA 93033-5620	(805) 240-3302	(805) 240-1571	25	75-2515
Oakland Laurel Dialysis	3814 MACARTHUR BLVD STE 201	Oakland, CA 94619-1315	(510) 531-6090	(510) 531-6357	24	75-2516
Discovery Home Training	1503 E MAIN ST	Santa Maria, CA 93458-4803	(805) 925-1632	(805) 739-8930	0	75-2518
San Marino Home Training	900 HUNTINGTON DR STE B	San Marino, CA 91108-1825	(626) 741-1824	(626) 741-1849	6	752520
Southwest Atlanta Home Training	3201 ATLANTA INDUSTRIAL PKWY N	Atlanta, GA 30331-1045	(404) 691-1162	(404) 696-0900	0	85-2501
Chapel Woods Dialysis	2460 WESLEY CHAPEL RD STE 25D	Decatur, GA 30035-3420	(770) 987-1439	(678) 418-7948	17	85-2510
Braselton Dialysis	1241 FRIENDSHIP RD STE 130	Braselton, GA 30517-5609	(770) 965-6056	(770) 965-8185	13	85-2514
Senoia Dialysis	105 VILLAGE CIRCLE	Senoia, GA 30276-3494	(770) 599-0242	(770) 599-3540	13	85-2518
Albany Dialysis	244 CORDELE RD STE 165	Albany, GA 31705-2412	(229) 446-6412	(229) 483-7806	13	85-2519
Town Park Dialysis	401 TOWN PARK BLVD	Evans, GA 30809-3487	(706) 854-9502	(706) 855-9982	16	85-2520
Tara Boulevard Dialysis	6540 TARA BLVD STE 200	Jonesboro, GA 30236-1228	(770) 968-8279	(770) 968-8744	20	85-2525
Northeast Georgia Home Training	1485 JESSE JEWELL PKWY NE STE 2	Gainesville, GA 30501-3801	(770) 297-0547	(770) 536-4267	0	85-2526
Center Hill Dialysis	2045 DONALD LEE HOLLOWELL PKV	Atlanta, GA 30318-4701	(404) 792-1611	(404) 799-0816	13	85-2527
Rockbridge Dialysis	8032 ROCKBRIDGE RD	Lithonia, GA 30058-5882	(678) 526-8340	(770) 482-4671	13	85-2534
Montreal Dialysis	1901 MONTREAL RD	Tucker, GA 30084-5245	(770) 938-9865	(770) 414-0284	13	85-2536
Jesse Jewel Dialysis	1475 JESSE JEWELL PKWY NE STE 1	Gainesville, GA 30501-3802	(770) 538-7598	(770) 538-7632	13	85-2538
Camilla Dialysis	251 US HWY 19 N	Camilla, GA 31730-1410	(229) 522-2045	(229) 522-2049	19	85-2540
Cairo Dialysis	1182 5TH ST SE	Cairo, GA 39828-3141	(229) 377-0852	(229) 377-8670	12	85-2541
Red HIlls Dialysis	201 OLD ALBANY RD	Thomasville, GA 31792-4010	(229) 226-5931	(229) 226-5940	41	85-2542
Eagles Landing Dialysis	270 VILLAGE CENTER PKWY	Stockbridge, GA 30281-9044	(770) 389-8255	(770) 389-3264	16	85-2543
Lilburn Dialysis	4805 LAWRENCEVILLE HWY NW ST	Lilburn, GA 30047-3859	(770) 381-7544	(770) 381-9857	17	85-2545
Macland Dialysis	4110 AUSTELL POWDER SPRINGS RD	Powder Springs, GA 30127-2954	(770) 439-8775	(770) 439-8736	17	85-2546
Cowan Lake Dialysis	1950 HONEY CREEK COMMONS SE	Conyers, GA 30013-5844	(770) 918-2563	(770) 918-2059	13	85-2547
Duluth Dialysis	3170 PEACHTREE INDUSTRIAL BLVD	Duluth, GA 30097-8615	(770) 232-5219	(770) 476-3730	13	85-2551
Flint River Dialysis	700 GORDON AVE	Bainbridge, GA 39819-5713	(229) 246-0173	(229) 246-0177	19	85-2553
Panola Dialysis	5360 SNAPFINGER WOODS DR STE	Decatur, GA 30035-4046	(770) 322-1301	(770) 322-2491	20	85-2554
Quitman Dialysis	101 E DAVIS ST	Quitman, GA 31643-1407	(229) 263-9483	(229) 263-6948	12	85-2555
Thomas County Home Training	708 S BROAD ST	Thomasville, GA 31792-6107	(229) 226-4541	(229) 226-4545	0	85-2556

Poplar Dialysis	2301 NEWNAN CROSSING BLVD ST	Newnan, GA 30265-2542	(770) 253-2403	(770) 253-8092	13	85-2560
FAIRBURN PALMETTO DIALYSIS	501 WALNUT WAY	Palmetto, GA 30268-1800	(770) 463-2394	(770) 463-5717	17	85-2567
Windermere Dialysis	3015 THE COMMONS DR	Cumming, GA 30041-9742	(770) 205-3289	(770) 205-3988	13	85-2568
Sandy Plains Dialysis	2550 SANDY PLAINS RD STE 160	Marietta, GA 30066-7210	(770) 509-1065	(770) 509-9912	13	85-2570
Grayson Dialysis	4555 ATLANTA HWY STE M	Loganville, GA 30052-2646	(770) 466-2582	(770) 466-3062	17	85-2572
Quail City Home Dialysis	14661 US HIGHWAY 19 S	Thomasville, GA 31792-4871	(229) 226-0277	(229) 226-5873	0	85-2573
Camp Creek Dialysis	3030 HEADLAND DR SW STE C	Atlanta, GA 30311-5435	(404) 349-6790	(404) 349-8095	20	85-2574
West Clayton Dialysis	100 PROMENADE PKWY STE C	Fayetteville, GA 30214-7735	(678) 788-6328	(678) 788-6351	20	85-2582
Mountainside Dialysis	700 N MAIN ST	Jasper, GA 30143-1404	(678) 387-1274	(678) 387-1292	13	85-2584

Appendix 3

Medical Director Agreement

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MEDICAL DIRECTOR AGREEMENT

SCHEDULE 1: SELECTED KEY TERMS

This Schedule 1 is attached to and is a part of this Medical Director Agreement

1. **Parties and Notice**:

Party	Name	Address	Address for Additional Required Copy of Notice
Contractor	Pacific Kidney & Hypertension, LLC d/b/a Snohomish Kidney Institute	2707 Colby Avenue, Suite #718 Everett, WA 98201 Copy of notice to: Nephrology Practice Solutions DNP Management, LLC c/o Manager for PK&H 2000 16th Street Denver, CO 80202	
Physicians	Katrina Carli, M.D., Thao Pascual, M.D., Oliver Tai, M.D., and Noemie Juaire, M.D.	2707 Colby Avenue, Suite #718 Everett, WA 98201	
Company	Total Renal Care, Inc.	c/o DaVita Inc. 2000 16th Street Denver, CO 80202 Attention: Chief Operating Officer	c/o DaVita Inc. 2000 16th Street Denver, CO 80202 Attention: Group General Counsel

2. **Center**:

Name	Number	Address
Whidbey Island Dialysis	#4372	32650 State Road 20 Building D, Suite 101 Oak Harbor, WA 98277-2641

3. **Date of Last Signature:** Shall be considered the date shown in the DocuSign system if used by the parties. If DocuSign is not used by one or more of the parties, the Date of Last Signature of this Agreement shall be the date of last signature of all parties to this Agreement whether through DocuSign or otherwise.

4. **Initial Term**: The Initial Term of this Agreement shall commence on the later of (a) October 1, 2019; or (b) Date of Last Signature ("Commencement Date") and shall continue thereafter for a period of three (3) years (which shall be at least one year from the Commencement Date), unless earlier terminated pursuant to the terms of this Agreement. .

5. **Renewal Term**: At the expiration of the Initial Term and each successive Renewal Term, the Term of this Agreement shall be extended automatically for additional one (1) year periods (each, a "Renewal Term") unless a party gives at least one hundred and eighty (180) days' prior written notice of the non-extension of

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the Initial Term or Renewal Term then in effect, in which case, the Term shall expire and terminate on the last day of the Initial Term or Renewal Term then in effect.

6. **Medical Director**: Katrina Carli, M.D.

7. **Preapproved Physicians:** Katrina Carli, M.D., Thao Pascual, M.D., Oliver Tai, M.D., and Noemie Juaire, M.D.

8. **Compensation and Modalities**:

Center Name	Center #	ICHD Monthly Comp	ICHD Annual Comp	PD Monthly Comp	PD Annual Comp	Nocturnal Shift Monthly Comp	Nocturnal Shift Annual Comp
Whidbey Island Dialysis	#4372	$4,166.66	$50,000	$1,666.66	$20,000	$416.66	$5,000

9. **Non-Competition**:

Modality	**Restricted Area (radius from Center)**	**Restricted Period**
In-Center Hemodialysis and all other Dialysis Services, excluding Peritoneal Dialysis and Home Hemodialysis which shall have the Restricted Area defined below.	40 miles	Date of Last Signature through Termination Date + 2 years
Peritoneal Dialysis and Home Hemodialysis	40 miles	Date of Last Signature through Termination Date + 2 years

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MEDICAL DIRECTOR AGREEMENT

This Medical Director Agreement ("Agreement") is by and among **Total Renal Care, Inc.**, a California corporation ("Company") and **Pacific Kidney & Hypertension, LLC**, an Oregon limited liability company, **d/b/a Snohomish Kidney Institute** ("Group") for the provision of services by Group's employed physicians, **Katrina Carli, M.D., Thao Pascual, M.D., Oliver Tai, M.D. and Noemie Juaire, M.D.** (each, a "Physician" and collectively, "Physicians") (Group and Physicians, collectively, "Contractor"). This Agreement shall be effective as of the Date of Last Signature.

RECITALS

A. Company is in the business of owning and operating dialysis centers including the center known as "Whidbey Island Dialysis", as more particularly described in Schedule 1. In addition to providing staff-assisted hemodialysis services, Center provides training support, equipment, and supplies for patients who perform peritoneal dialysis in their homes (the "PD Program"), including a nocturnal shift ("Nocturnal Shift"). Contractor is in the business of rendering medical services through duly licensed physicians who are employed by Group, including the Preapproved Physicians.

B. For clarity, the Physicians are employees of Group and therefore are not authorized to enter into this Agreement individually. This Agreement is between Group and Company. Group agrees to provide the services of each Physician as an employee and agrees that it will appropriately instruct the Medical Director or Preapproved Physicians to meet his or her duties under Exhibit B.

C. During the Term of this Agreement, Company shall provide Medical Director with equipment, materials, facilities, and valuable Confidential Information for the purpose of assisting Medical Director in the performance of Medical Director's obligations and responsibilities under this Agreement.

D. This Agreement contains the respective rights and obligations of the parties hereto and in connection with Medical Director's appointment and role in performing the Services hereunder.

E. Capitalized terms not otherwise defined shall have the meanings set forth in Exhibit A, which is attached to and incorporated in this Agreement.

In consideration of the Recitals, which are incorporated herein, the mutual promises herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Initial Term and Renewals. The Term of this Agreement shall be as set forth in Schedule 1. The Agreement shall be renewed as set forth in Schedule 1.

2. Appointment.

2.1 Current Appointment. Company engages and hereby appoints Group to provide a Medical Director to the Center, and Group hereby appoints and designates **Katrina Carli, M.D.** to serve as the Medical Director of the Center. Without limiting Group's obligations under this Agreement, Medical Director hereby represents and warrants that he or she meets the Medical Director Qualifications and will perform the Services under this Agreement and will comply with all other requirements specifically applicable to Medical Directors hereunder. Subject to the conditions of Section 2.2, the Preapproved

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Physicians set forth in Schedule 1 are preapproved by Company to serve as the Medical Director of the Center. During the Term, the Services will be provided only through the named Medical Director (the "Appointment"), and Company hereby approves such appointment and designation. **Katrina Carli, M.D.** and each physician who subsequently serves as Medical Director pursuant to this Agreement may be referred to herein as Medical Director. At all times during the Term (as that term is defined in Exhibit A), Group shall provide Services only through **Katrina Carli, M.D.** or any successor physician member of the Group pre-approved by Company ("Preapproved Physicians"), except as otherwise expressly set forth herein. As the Medical Director responsibilities and duties hereunder are to be carried out by a licensed physician who specializes in the treatment of ESRD patients and is experienced in the medical administration of ESRD facilities, all references to Medical Director or Physicians are understood to reflect that such person is acting for and on behalf of Group. Without limiting Group's obligations under this Agreement, each Physician and each successor Medical Director hereby guarantees the performance of the Services under this Agreement. Contractor acknowledges and agrees that, at Company's discretion, additional physicians may provide Medical Director Services at the Center; however, Medical Director or any successor Medical Director shall at all times be the lead Medical Director and shall be responsible for oversight of any other physicians providing Medical Director Services at the Center.

2.2 New Appointments. (i) No more frequently than once during each full year of this Agreement, beginning on the Commencement Date, Group may request appointment of any Preapproved Physician to serve as a successor Medical Director for Center, provided that such Preapproved Physician meets the Medical Director Qualifications, and has practice capacity to provide the Services at Center pursuant to Company's then-current compliance standards, at the time of his/her appointment as a successor Medical Director. (ii) If Group wishes to appoint a physician not listed in Schedule 1 as a Preapproved Physician, such successor Medical Director must meet the Medical Director Qualifications and have practice capacity to provide the Services at Center pursuant to Company's then-current compliance standards, at the time of his/her appointment as such successor Medical Director. Such appointment shall also require Company's consent and the compensation set forth in Schedule 1 shall be subject to modification (see Section 3.2), based on Company's assessment of the fair market value of such physician's qualifications and DaVita's policies and procedures for fair market value medical director compensation. (iii) In either case, Group shall send written notice to the Division Vice President for the division of Company in which Center is located with its request to appoint a successor Medical Director. If such successor is a Preapproved Physician that meets the qualifications above, Company shall memorialize its acceptance in writing and no formal amendment shall be required. If such successor is not a Preapproved Physician, the parties shall enter into an amendment to this Agreement, duly executed by the parties.

3. Compensation.

3.1 Compensation Structure. Beginning on the Commencement Date, Company will pay Group for the performance of the Services the sums set forth in Schedule 1. In the event of any temporary closure of the Center, including an Interruption Event, no payment will be owed for Services from the date the Center closes until it reopens, other than Interruption Services in accordance with Section 13, if any. Company shall only be obligated to compensate Group for Services rendered through the date this Agreement expires or is terminated.

3.2 Adjustment. In the event that Company consents to an appointment of a successor Medical Director, not currently listed on Schedule 1 (not a Preapproved Physician), pursuant to Section 2.2 of this Agreement the compensation set forth in Schedule 1 may be subject to modification based on Company's assessment of the successor Medical Director's qualifications and DaVita's then current policies and procedures for fair market value medical director compensation. Any non-Preapproved Physician appointment change and any change to the compensation based on a non-Preapproved Physician

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appointment shall be memorialized in an amendment duly executed by the parties, including only those modalities that are applicable. One hundred eighty (180) days prior to the first day of each Renewal Term, the parties shall begin negotiation of any compensation adjustment to be effective at the commencement of the Renewal Term; however, if no such agreement can be reached during such 180-day period, and negotiation extends beyond the commencement of the Renewal Term, then any such compensation adjustment, if applicable, will not be effective until such time as the agreement or amendment documenting the revised compensation is fully executed, or the commencement date of such agreement, or amendment, whichever is later, and shall only be paid prospectively for services rendered after that date. In the event that Company discontinues a modality, such as the staff-assisted hemodialysis services, the PD Program or the Nocturnal Shift at Center, the compensation set forth on Schedule 1 shall be reduced accordingly. Further, in the event that Company, through audit or review, determines that a particular modality or Nocturnal Shift had no patients or active treatment activity within a particular period of time, Company retains the right to suspend payments for such modality or Nocturnal Shift until such time as Center may have active patients and activities related to such services. In general, Company will audit for compliance and patient activity in areas such as peritoneal dialysis and the Nocturnal Shift. Any adjustment to the compensation based upon discontinuation of a modality or inactivity shall be memorialized in writing.

3.3 Payment. Medical Director shall submit an itemized invoice, in a form reasonably acceptable to Company, dated no earlier than the first day of the month following the month in which the Services being invoiced were rendered, to the Division Vice President for the division of Company in which Center is located. Each such invoice must be accompanied by an attestation (signed by the Medical Director or Covering Medical Director), in a form provided by Company, that clearly states the Services were performed and the terms and conditions of this Agreement were fully satisfied by the Medical Director during such month and shall be signed by Medical Director. Company shall review the invoice and pay any amounts not disputed in good faith within thirty (30) days of receipt of such invoice. If any disputed item cannot be resolved by the parties within fifteen (15) days after payment of the undisputed amount, the parties shall submit to the dispute resolution process set forth in Section 14.2 below. Other than an invoice for Interruption Services, Contractor will not submit an invoice during an Interruption Period from the date Center closes until it reopens. Company may deduct from the amount due the fair market value of any Services set forth in Exhibit B not performed by Medical Director in any given month and any other unpaid amounts owed by Group, Medical Director or any physician employee, member or shareholder of Group to Company under this Agreement or any other written agreement among such parties provided that Company shall first provide notice to Group of its intention to deduct such amounts and give Group an opportunity to provide evidence of entitlement to full payment.

3.4 Fair Market Value. The parties agree that the compensation provided under this Agreement has been determined based on arm's-length bargaining between the parties and reflects fair market value for the Services to be furnished by the Medical Director. Furthermore, the compensation 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 Center or between the parties for which payment may be made in whole or in part under Medicare, Medicaid, or any federal or state health care program or under any other third party payor program. At the time of any amendment of this Agreement, the parties shall ensure that the compensation paid hereunder continues to reflect Company's internal compliance policies regarding fair market value of the Services being provided and shall adjust compensation as necessary.

4. Duties, Responsibilities, and Conditions; Exclusive Use of Center Resources.

4.1 Duties, Responsibilities, and Conditions.

4.1.1 Services. Medical Director shall have the duties and responsibilities set forth in Exhibit B. The Governing Body of Center shall retain ultimate authority and responsibility for the standards

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of, and procedures and practices for, the care provided by Center. In addition, Medical Director is expected to attend DaVita-sponsored educational meetings from time to time. Expenses associated with attending these educational meetings will be reimbursed in accordance with applicable DaVita policies and the terms of this Agreement. Medical Director shall maintain unrestricted privileges at Center. Medical Director shall be a voting member of the Governing Body. Copies of the Governing Body Bylaws and the Medical Staff Bylaws (together, the "Bylaws") have been or will be made available to Medical Director, prior to the Center opening. In the event of a governmental survey, Medical Director shall be present and participate, or arrange for a duly qualified physician to be present and participate, in assisting and providing the government agent with any requested information.

4.1.2 Covering Medical Director. In the event of any temporary absences that would prevent Medical Director from meeting the requirements of Exhibit B, Medical Director shall notify the Center administrator in writing in advance of such absences, and Medical Director shall arrange for a Covering Medical Director to perform the Services. Any absence in excess of twenty-one (21) consecutive days or thirty (30) days within any sixty (60) day period shall require Company's prior written consent, which shall not be unreasonably withheld. Each Covering Medical Director shall be deemed to be an agent or employee of Medical Director, and Company shall have no responsibility for compensating the Covering Medical Director or supervising the Covering Medical Director, other than that responsibility retained by the Governing Body of Center under Exhibit B. Each Covering Medical Director shall: (1) meet the Medical Director Qualifications, (2) meet all Company criteria for membership on the Center's medical staff, and (3) be duly approved by the Governing Body of the Center prior to performing Services pursuant to this Agreement. Contractor shall ensure that Covering Medical Director complies with the terms of this Agreement. Once approved, a Covering Medical Director also can provide routine on-call coverage for Medical Director; provided, however, that Covering Medical Director shall give the Center administrator advance notice of Covering Medical Director's on-call schedule and necessary contact information.

4.2 Exclusive Use of Center Resources. The Center and its supplies, equipment, and non-physician employees shall be utilized by Medical Director solely and exclusively for providing the Services. Except as otherwise agreed in advance in a written agreement setting forth the applicable terms and conditions, which complies with applicable regulatory requirements, and which is duly executed by both parties, no portion of the Center, its supplies or equipment, or the time of any Company employee or contractor shall be utilized by Medical Director or any such Related Physician as agreed upon for the general practice of medicine, invoice preparation, or for any other purpose not expressly set forth in this Agreement. Company may deduct from the compensation payable under this Agreement the fair market value of Company space, facilities, supplies, equipment, time of non-physician staff, or any other item or service actually utilized by Medical Director or any Related Physician for the general practice of medicine or for any other purpose not expressly set forth in this Agreement, provided that Company shall first provide notice to Group of its intention to deduct such amounts. Nothing in this Section 4.2 restricts Contractor from generally using the physician plant of the Center for purposes of rounding on its patients.

5. Compliance.

5.1 Compliance. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state, and local law, including without limitation the Anti-Kickback Statute, and certify that no party shall violate the Anti-Kickback Statute with respect to the performance of this Agreement. Notwithstanding any unanticipated effect of any of the provisions of this Agreement, neither party will intentionally conduct itself under the terms of this Agreement in a manner that would violate any such law. Contractor, Medical Director and each Covering Medical Director shall comply with and ensure that the Center is operated in accordance with:

(a) the Bylaws and all of Company's and DaVita's Policies and Procedures (as defined below) and

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the Company's and DaVita's Code of Conduct;

(b) Company's and the community's standards of care;

(c) the requirements of a Medical Director imposed by the Conditions for Coverage Section 42 C.F.R. §494.150 et. seq. as may be amended from time to time;

(d) all clinical initiatives of Company and DaVita and initiatives by DaVita's Office of Chief Medical Officer;

(e) all Company and DaVita compliance initiatives and initiatives by DaVita's Chief Compliance Officer, including audits, internal reviews, investigations, protocol monitoring documentation programs, education, and other related initiatives;

(f) all applicable laws, regulations and governmental standards relating to licensing, certification, and operation, including without limitation any federal and state ESRD programs, the disclosure requirements and self-referral prohibitions of the Federal Ethics in Patient Referrals Act, 42 U.S.C. §1395nn (known as the "Stark Law") and any applicable state self-referral laws, the anti-fraud and abuse statute, 42 U.S.C. §1320a-7b(b) (known as the "Anti-Kickback Statute") and any applicable state anti-kickback laws; (g) HIPAA, including Privacy and Security Standards;

(h) any other applicable federal and state laws; and

(i) Company's and DaVita's corporate compliance program (including, but not limited to, its HIPAA Policies, Code of Conduct, and Policies and Procedures).

Contractor, Medical Director and each Covering Medical Director shall participate in and complete on an annual basis compliance training (online and otherwise) that Company provides to such parties on an annual basis. The compliance training shall include training on Company policies and procedures designed to ensure compliance with relevant Federal health care program requirements that are applicable to the activities of such parties as required by this Agreement ("Policies and Procedures"), the Company's compliance program, and the Company's Code of Conduct. At least one hour of compliance training will discuss the Anti-Kickback Statute and provide examples of arrangements that potentially implicate the Anti-Kickback Statute. Company shall provide copies of the Policies and Procedures and the Code of Conduct in electronic or hardcopy form as part of the compliance training or in advance of the training.

Contractor, Medical Director and each Covering Medical Director shall certify in writing or electronic form that each party has received, read, understood and shall abide by the Company Code of Conduct and shall complete and return such certification to Company.

Contractor, Medical Director and each Covering Medical Director shall also provide reasonable access to billing documentation, participate in contract and claims audits, and other aspects of Company's and DaVita's compliance program, and, upon request, cooperate and assist during any internal compliance review, investigation, monitoring protocol and/or audit. In addition, Contractor shall enter into and comply with the obligations set forth in the Business Associate Agreement. Contractor and Medical Director shall ensure that all persons who perform Services under this Agreement adhere to the terms of this Section 5 throughout the Term.

5.1.1 Timeliness. Medical Director and any Covering Medical Director must complete the above training (a) within 21 days after the Commencement Date and any approved appointment of a

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successor Medical Director, and then (b) annually within 90 days of notice and launch of the training each subsequent year of the Term (each, a "Training Deadline"). Group and Medical Director will ensure that any Covering Medical Director who is appointed to serve for greater than 60 consecutive days during the Term completes such training within 30 days of his or her appointment, or in the event of a Covering Medical Director whose appointment was anticipated to be less than 60 days and who serves for 60 consecutive days or longer, such training completed within 30 days of that Medical Director exceeding 60 days of consecutive coverage. Company will send a courtesy reminder, via electronic mail, to Group prior to the Training Deadline to notify Group of the outstanding training requirement. Notwithstanding the foregoing, if a required person fails to complete the required training by the Training Deadline, Company will send written notice to Group and may thereafter, in addition to all other rights and remedies available to Company under this Agreement, withhold compensation for Services until such training has been completed. The withholding contemplated under this Section, and any invoice not paid as a result thereof, shall not be considered a disputed invoice under Section 6.3 or a breach of Section 10.2.1, and the notice required under 10.2.3 shall not apply.

5.1.2 Notification. Contractor shall immediately notify DaVita's Chief Compliance Officer of any violation of any applicable law, regulation, third party payor requirement, or breach of Company's or DaVita's compliance program, Code of Conduct, or Policies and Procedures of which Contractor or its employees or agents become aware of during the Term. Contractor shall instruct its employees and agents working in or with Center of this obligation.

5.1.3 Cooperation. Contractor shall cooperate with Company in responding to or resolving any complaint, investigation, inquiry, or review initiated by a governmental agency, Company, or otherwise. Contractor shall cooperate with any insurance company providing coverage to Company in connection with the foregoing. Nothing herein will be deemed to require a waiver of the attorney-client privilege by any party.

5.2 Non-Exclusion.

Contractor and Medical Director represent and warrant to Company that neither Contractor, Medical Director, nor any of their employees, officers, directors, equity owners, or Affiliates engaged to provide Services under this Agreement: (a) is or has been excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b(f), for the provision of items or services for which payment may be made under such federal health care programs and is not currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal procurement or nonprocurement programs; (b) has arranged or contracted (by employment or otherwise) with any employee, contractor, or agent that such party or its Affiliates know or should know is excluded from participation in any federal health care program to provide items or services hereunder; or (c) has been convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

In the event that any of (a)-(c) above has occurred, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.

5.2.1 Contractor and Medical Director further represent and warrant to Company that no Final Adverse Action has occurred, is pending or, to Contractor's and Medical Director's knowledge, is threatened against Contractor, Medical Director, Preapproved Physicians, or any of their Affiliates or, to their knowledge, against any employee, contractor, or agent engaged to provide items or services under this Agreement. "Final Adverse Action" shall mean any of the following involving Contractor, Medical Director or any other physician affiliated with Contractor or Medical Director: (a) any final civil judgments in federal or state court related to the delivery of a health care item or service; (b) any federal or state criminal

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convictions related to the delivery of a health care item or service; (c) any final actions by federal or state agencies responsible for the licensing and certification of health care providers, suppliers, and licensed health care practitioners, including: (1) formal or official actions, such as revocation or suspension of a license (and the length of any such suspension), reprimand, censure, or probation; (2) any other temporary or final loss of license or the right to apply for, or renew, a license of the provider, supplier, or practitioner, whether by operation of law, voluntary surrender, non-renewability, or otherwise; (3) any other negative action or finding by such federal or state agency; or (d) exclusion from participation in any federal or state health care programs, being listed as an excluded provider or banned contractor by the United States Department of Health and Human Services Office of Inspector General or United States General Services Administration, or being listed in the Office of Foreign Assets Control's "Specially Designated Nationals and Blocked Persons" list. The term "Final Adverse Action" does not include any action or judgment solely with respect to a professional malpractice claim.

5.2.2 During the Term and for a period of six (6) years following the Term, Contractor and Medical Director shall notify Company of (a) any Final Adverse Action or basis for a Final Adverse Action that relates to or arises from actions occurring during the periods prior to and during the Term or relating to the Services, or (b) any complaint, investigation, inquiry, or review by any governmental agency or third party payor relating to or arising from actions occurring during the periods prior to and during the Term or relating to the Services. Such notice shall be provided within two (2) business days of learning of the event giving rise to such notice and shall include a description of the matters at issue.

6. Indemnification and Insurance.

6.1. Indemnification. Absent malfeasance or gross negligence by the Medical Director, Company shall indemnify Medical Director and any Covering Medical Director for the provision of Services provided in accordance with the terms of this Agreement. Each party shall be free from all liability and claims for damages from any cause or causes whatsoever arising out of or through the negligence, fraud, or other misconduct of any other party or its respective agents, independent contractors, or employees. Each party hereby covenants and agrees to indemnify, defend, and hold harmless any other party from any and all liability, losses, costs, obligations, and expenses, including reasonable attorneys' fees, which the party may incur as a result of the negligence, fraud, or other misconduct of any other party, or its respective agents or employees, or the breach by any other party of its respective obligations under this Agreement, including but not limited to, breaches of Sections 5, 7, 8, 9, 10, 11, and/or 14.5. In addition to the foregoing, Contractor and/or Medical Director hereby agree to indemnify and defend the other parties for any liability arising from the actions, acts, or omissions of the Medical Director and any Covering Medical Director in providing professional medical services to patients other than in the capacity as Medical Director or Covering Medical Director.

6.2. Insurance.

6.2.1. Company's Coverage. Company shall maintain during the Term, at Company's own expense, general and professional liability insurance with a minimum annual coverage limitation of Two Hundred Fifty Thousand Dollars ($250,000) per occurrence and Seven Hundred Fifty Thousand Dollars ($750,000) in the aggregate, or such higher coverage as may be required by law. Such coverage may be provided through policies obtained from third party insurance carriers or through a program of self-insurance. Within thirty (30) days of a written request from Contractor, Company shall produce documentation substantiating the existence of such insurance. The parties acknowledge and agree that the insurance coverage maintained by Company in accordance with this Section 6.2.1 shall cover Medical Director or any Covering Medical Director for the Services that Medical Director or any Covering Medical Director is providing pursuant to this Agreement, but shall not extend to any claims of professional malpractice against Contractor, Medical Director, Covering Medical Director, any Preapproved Physician,

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or to any Preapproved Physician's private practice of medicine. Company shall maintain workers' compensation insurance in accordance with statutory limits.

6.2.2. Contractor's Coverage. Contractor shall maintain during the Term, at Contractor's expense, policies of professional and general liability insurance covering Contractor, Medical Director, Preapproved Physicians, and Contractor's employees and agents. Such insurance shall insure against liability for damages caused by the acts or omissions of Contractor, Medical Director, Preapproved Physicians, and employees and agents in the performance of their respective professional practices of medicine. Such coverage shall include, but not be limited to, professional liability insurance with a minimum annual coverage limitation of Two Hundred Fifty Thousand Dollars ($250,000) per occurrence and Seven Hundred Fifty Thousand Dollars ($750,000) in the annual aggregate, or such higher coverage as may be required by law. In addition, Contractor shall ensure that each Covering Medical Director (at Covering Medical Director's own expense) maintains the professional and general liability insurance coverage described in this Section 6.2.2. Such policy or policies shall specifically cover Contractor, Medical Director, Preapproved Physicians, or any Covering Medical Director, as applicable, and name Company as an additional insured, if such a provision is allowed by Contractor's or any Covering Medical Director's insurance carrier and such additional insurance coverage is requested by the Company. If requested by Company, Contractor shall provide Company with documentation substantiating the existence of such insurance and, if applicable, the rating of the insurance carrier within thirty (30) days of Company's request. Contractor shall maintain workers' compensation insurance in accordance with statutory limits. Contractor's Coverage shall be with an insurance carrier that maintains an A.M. Best rating of "A-" or higher.

7. Confidentiality. Contractor and Physicians acknowledge and agree as follows:

7.1 Limitations on Use and Disclosure of Confidential Information.

7.1.1 No Restricted Person will use Confidential Information for any purpose except as necessary to provide Services or will disclose, Directly or Indirectly, any Confidential Information in any manner whatsoever, in whole or in part, without the prior written consent of Company. Contractor shall ensure that each Restricted Person is aware of and agrees to the limitations on the use and disclosure of Confidential Information set forth in this Section 7. Contractor, Physicians and each other Restricted Person shall promptly notify Company of any breach of this Section 7 which becomes known to such Restricted Person. For the avoidance of doubt, this Section 7 prohibits disclosure of Confidential Information to any third party whether or not permitted by applicable law, regardless of whether the Restricted Person is compensated by such third party. In addition to the foregoing, under no circumstances will any Restricted Person relay any Confidential Information, whether orally or in any form of writing or electronic submission, to (i) any physician affiliated with Contractor or any employee of Contractor who is not providing Services or who has not signed this Agreement or a joinder hereto and (ii) any individual or entity in connection with any ESCO, managed care, outcome based or shared savings arrangement that such Restricted Person is involved in. This includes any Covering Medical Director, who must return any and all Confidential Information in his/her possession upon completion of his/her covering period and such Covering Medical Director may not use the Confidential Information for any other purposes than the covering medical directors services hereunder

7.1.2 If a Restricted Person is requested or required, in connection with any proceeding, to disclose any Confidential Information, such Restricted Person shall give Company prompt notice of such request or requirement so that Company may seek an appropriate protective order or other remedy and/or waive compliance with the provisions of this Section 7, and the Restricted Person will cooperate with Company to obtain such protective order. In the event that such protective order or other remedy is not obtained or Company grants a waiver, the Restricted Person will furnish only that portion of the

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Confidential Information which, in the written opinion of Company's counsel, is legally required to be disclosed and the Restricted Person will use best efforts to obtain assurances that the information will be treated as confidential. The confidentiality provisions of this Agreement shall be effective as of the Date of Last Signature.

8. Records.

8.1 Removal of Records or Charts. Patient records or charts may not be removed from Center premises at any time. Unauthorized removal of said records or failure to immediately return said records after notice shall be a material breach of this Agreement and, in addition to all other legal and/or equitable remedies available to Company, constitute grounds for immediate suspension and/or termination of either Medical Director by Company.

8.2 Record Review and Retention.

8.2.1 Each party shall permit, and shall ensure that any subcontractor permits, the United States Department of Health and Human Services and General Accounting Office to review appropriate books and records relating to the performance of this Agreement to the extent required under Section 1861(v)(1)(I) of the Social Security Act, 42 U.S.C. Section 1395x(v)(1)(I), or any successor law or regulation for a period of four (4) years following the Termination Date. The access shall be provided in accordance with the provisions of 42 C.F.R. Part 420, Subpart D.

8.2.2 If Medical Director carries out any of the duties of this Agreement through a subcontract, with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of the United States Department of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of the costs incurred pursuant to such subcontract. In addition, the subcontract shall require the related organization to comply with and be bound by Company's privacy, compliance, and record retention policies.

8.2.3 Contractor and/or Medical Director shall notify Company immediately of the nature and scope of any request for access to books and records described above and shall provide copies of any books, records, or documents to Company prior to the provision of same to any governmental agent to give Company an opportunity to lawfully oppose such production of documents. In addition, Contractor, Physicians, and Medical Director shall indemnify and hold Company harmless from any liability arising out of any refusal by Contractor, Medical Director, or its subcontractors to grant access to books and records as required above. Nothing herein shall be deemed to be a waiver of any applicable privilege (such as attorney-client privilege) by Company.

9. No Conflicts.

Each of Contractor, Physicians, and Medical Director represents, warrants, and covenants to Company that, as of the Date of Last Signature and throughout the Term, each Preapproved Physician and/or Medical Director: (a) is not a party to, and shall not become a party to, any other medical director agreement, consulting agreement, or other agreement that would be prohibited under Section 10; (b) is and shall remain under no obligation or commitment, contractual or otherwise, that would prohibit or prevent it, him, or her from entering into or performing under this Agreement; (c) has no financial relationships with any vendors or suppliers of goods or services to providers of Dialysis Services which would cause a

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breach of Section 10; and (d) is and shall remain free to enter into and perform all of its, his, or her respective duties and obligations under this Agreement. Without limiting the foregoing or any of the provisions of Section 11, during the Term, neither Contractor nor Medical Director shall join any medical practice or permit any other physician to join Contractor or either Medical Director's practice if such affiliation would result in a breach of any of the foregoing representations, warranties, and covenants. Company is entering into this Agreement based upon the representations and warranties of Contractor, Physicians, and/or Medical Director, including the representations and warranties that such **parties** are free to enter into and perform under this Agreement as of the Date of Last Signature and shall remain free to perform under this Agreement from such date through the end of the Term.

10. Non-Competition and Non-Solicitation.

10.1 Non-Competition.

10.1.1 Contractor, Medical Director, and each Preapproved Physician acknowledge that each will be exposed to valuable Confidential Information of Company and will participate at Company's expense in building and maintaining its goodwill with employees, vendors, and others. Contractor, Medical Director, and each Preapproved Physician further agree that Company and Center will suffer serious, irreparable, competitive injury if Contractor, Medical Director, and/or a Preapproved Physician were to engage in any business or activities in competition with Company or Center.

10.1.2 Contractor, Medical Director, and each Preapproved Physician covenant and agree that each shall not during the Restricted Period, Directly or Indirectly, take or prepare to take any action that results in or may reasonably be expected to result in owning (other than as a passive shareholder of less than a 2% interest in a public company), operating, managing, leasing, extending credit to, engaging in or preparing to engage in, being employed by, or otherwise participating in (including, without limitation, as a medical director, contractor, consultant, or employee) Dialysis Services or the business of any Competitor, in the Restricted Area other than in connection with rendering Services under this Agreement or any other agreement with Company or its Affiliates. "Dialysis Services" shall mean all dialysis and renal care services and related services, including but not limited to, hemodialysis, acute dialysis, apheresis services, peritoneal dialysis of any type, staff assisted hemodialysis, dialysis related laboratory and pharmacy services, the provision of home dialysis services and supplies, administration of dialysis-related pharmaceuticals (including, without limitation, EPO, Aranesp, iron supplements, vitamin D supplements, or other products related to the treatment of anemia and secondary hyperparathyroidism) to ESRD patients or to patients treated in an acute care hospital due to temporary kidney failure, and any other service or treatment for persons diagnosed as having ESRD, including any dialysis or renal care service provided in a hospital. The Restricted Period and the Restricted Area are set forth in Schedule 1. All other capitalized terms contained in this Agreement are defined within Exhibit A.

10.1.3 Section 10.1.2 shall not prevent Contractor, Medical Director, or any Preapproved Physician from being employed, engaged, or otherwise affiliated with a subsidiary, division, affiliate, or unit of a company or other business if the subsidiary, division, affiliate, or unit is not engaged in Dialysis Services, irrespective of whether some other subsidiary, division, affiliate, or unit of such entity engages in Dialysis Services (as long as Contractor or such Preapproved Physician does not engage, Directly or Indirectly, in Dialysis Services of such other subsidiary, division, affiliate, or unit).

10.1.4 Section 10.1.2 shall not prevent Contractor, Medical Director, or any Preapproved Physician from engaging in the professional practice of nephrology or prevent a Preapproved Physician from exercising sound, professional medical judgment, including with respect to a patient's right to choose where he or she desires to receive dialysis**.**

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10.1.5 For the avoidance of doubt, nothing in this Section 10 shall prohibit Contractor, Medical Director, any Preapproved Physician, or any physician affiliated with Contractor, Medical Director, or any Preapproved Physician, from engaging in managed care contracting as a participating provider of professional services or otherwise so long as such relationship does not (a) provide such party with remuneration related or attributable, Directly or Indirectly, to Dialysis Services, or (b) involve such party contracting with any person or entity that, Directly or Indirectly, is owned, managed, operated or controlled by, or affiliated with any person or entity (other than Company) that provides Dialysis Services.

10.2. Non-Solicitation. Contractor and Preapproved Physicians further agree that each shall not, during the Restricted Period, Directly or Indirectly, take any action that constitutes, results, or may reasonably be expected to result in:

10.2.1. Soliciting the termination of, diverting, or interfering with any relationship that Company has with any person or entity who is an independent contractor, supplier, or provider to Company; or

10.2.2. Soliciting, inducing, or encouraging any person (who is presently, or within the most recent twelve (12) month period, affiliated with or employed by Company or an Affiliate of Company) to curtail or terminate such person's affiliation or employment with Company or at a Center.

10.3 Interpretation. Nothing in this Agreement shall require any party to this Agreement to treat patients at or refer any patients to Center or any Affiliate of Company, whether during or after the Term.

10.4 Modification. If any restriction contained in this Section 10 is held by any court to be unenforceable or unreasonable as a matter of law as to time, geographic area, or business limitation, the parties agree that such restriction shall be and hereby is reformed to the maximum time, geographic area, or business limitation permitted by applicable laws and that any court of proper jurisdiction may issue all orders necessary to accomplish such reformation.

10.5 Necessary and Reasonable. The parties acknowledge that the restrictions set forth in this Section 10 are reasonable and necessary to protect the legitimate business interests of Company, including but not limited to Company's interest in protecting its Confidential Information and its investment in the development of goodwill at Center, and that Company would not have entered into this Agreement in the absence of such restrictions.

10.6 Joinder. Contractor and Medical Director shall ensure that each person who is a Related Physician as of the date hereof and who is not a signatory to this Agreement has executed a Joinder as of the Date of Last Signature. Contractor and Medical Director shall ensure that each person who becomes a Related Physician during the Term or during the Restricted Period executes the Joinder upon becoming a Related Physician. Contractor shall notify Company promptly of new Related Physicians so that compliance with the joinder process may be monitored. The parties agree that Company shall not process any application by a Related Physician for credentials to join the medical staff of Center until such Related Physician executes the Joinder.

10.7 Notice. Contractor and Medical Director shall immediately provide notice to Company of any direct or indirect attempt by any person or entity to solicit or induce Contractor, Medical Director and/or any Related Physician to breach this Section 10 or to take any action that could reasonably be construed or interpreted to be a breach of this Section 10.

11. Assignment.

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11.1. No Assignment. Contractor and Physicians shall not Directly or Indirectly assign or otherwise transfer this Agreement, or any rights, obligations, or interest in this Agreement without the prior written consent of Company, which may be withheld in Company's sole discretion. Upon any assignment, Contractor and Physicians shall continue to be bound by those provisions which survive termination, including but not limited to Sections 5, 6, 7, 8, 10, 11, 14.2, and 14.3, after such assignment is completed and upon the agreement by the transferee, in writing, to assume all of the transferring party's obligations under this Agreement, except as noted herein where a Related Physician whose relationship or affiliation with the Contractor ends prior to the Agreement terminating and his or her Restricted Period ends on the second anniversary after such affiliation with the Contractor ends..

11.2. No Series of Transactions. In the event that Contractor or any of the Physicians or Preapproved Physicians desire to sell, transfer or issue more than fifty percent (50%) of the equity or other interest in Contractor, or to sell or transfer fifty percent (50%) or more of the assets of Contractor, whether in a single transaction or series of related transactions, Contractor shall provide Company with notice at least one hundred eighty (180) days prior to such sale. Company may, in its sole discretion, terminate this Agreement at any time within such one hundred eighty (180) day period. In the event that Contractor fails to provide Company with such one hundred eighty (180) days' notice, Company shall have the right to terminate this Agreement upon learning of such transfer or proposed transfer, and to seek such other remedies as may be available in law or equity.

11.3. No Subcontracting. Contractor and Physicians shall not subcontract to provide Services under this Agreement without the prior written consent of Company, which may be withheld in Company's sole discretion.

11.4. Company's Right to Assign. Company shall be permitted, without the consent of Contractor or Physicians, to assign or otherwise transfer this Agreement or any of its rights hereunder.

12. Termination. This Agreement shall be terminated upon the expiration of the Term or as provided in this Section 12.

12.1 Termination by Contractor. Contractor may terminate this Agreement prior to expiration of the Initial Term or any Renewal Term upon notice to Company specifying the Termination Date, for any of the following reasons:

12.1.1 A failure by Company to pay any undisputed compensation due under this Agreement within thirty (30) days of Company's receipt of notice from Contractor or a Medical Director.

12.1.2 Upon the revocation of Center's Medicare certification provided that Contractor and Medical Director provide Company thirty (30) days' advance notice detailing the problems resulting in such revocation, unless such problems are cured within such thirty (30) day period, or such longer period as Company may determine in its sole discretion is appropriate, or unless such revocation is due in whole or in part to acts or omissions of Contractor or a Medical Director.

12.1.3 Any other material breach of this Agreement by Company, provided that Contractor and Medical Director provide Company thirty (30) days' advance notice detailing such breach and such breach is not cured within such thirty (30) day period or, if Company is actively engaged in attempting to cure such breach and such breach cannot reasonably be cured in thirty (30) days, then Company shall have such longer period as is reasonably required to cure the breach.

12.1.4 Upon the filing of a case by or against Company under the Bankruptcy Code which is not stayed or terminated within thirty (30) days.

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12.1.5 Upon the exclusion of Company from any federal healthcare program, as defined under 42 U.S.C. §1320a-7b(f), provided that Contractor or Medical Director provide Company thirty (30) days' advance notice, unless such problems are cured within such thirty (30) day period, or such longer period as Contractor or Medical Director may determine in its sole discretion is appropriate, or unless such exclusion is due in whole or in part to acts or omissions of Contractor or a Medical Director.

12.2 Termination by Company. Company may terminate this Agreement prior to expiration of the Initial Term or any Renewal Term upon notice to Contractor and/or Physicians and Medical Director, specifying the Termination Date, for any of the following reasons:

12.2.1 For Misconduct. "Misconduct" means the occurrence of any of the following:

(a) Misconduct of either a personal or professional nature, including, without limitation, violation of the Bylaws or any applicable laws or regulations, or Company's or DaVita's policies or procedures, by a Medical Director or a Covering Medical Director, which in Company's reasonable opinion interferes with a Medical Director's or Contractor's ability to fulfill their obligations under this Agreement directly or through said Medical Director or a Covering Medical Director, unless with respect to such misconduct by a Medical Director or a Covering Medical Director, Contractor immediately removes such physician and appoints another Preapproved Physician or other qualified replacement approved by Company in its sole discretion;

(b) the revocation or suspension of any medical license of a Medical Director or a Covering Medical Director, or the restriction or elimination of practice privileges of a Medical Director or a Covering Medical Director at the Center for any reason set forth in the Bylaws and other rules for practice privileges at the Center, or the restriction or elimination of privileges of a Medical Director or a Covering Medical Director at any hospital for any reason related to the quality of the patient care provided by a Medical Director or said Covering Medical Director, unless Contractor immediately removes such physician and appoints another Preapproved Physician or other qualified replacement approved by Company in its sole discretion;

(c) any felony charge, indictment, or conviction of a Medical Director or a Covering Medical Director, or any charge, indictment, or conviction involving moral turpitude of a Medical Director or a Covering Medical Director, unless Contractor immediately removes such physician and appoints another Preapproved Physician or other qualified replacement approved by Company in its sole discretion;

(d) any failure by a Medical Director or a Covering Medical Director to correct other acts or omissions which, in Company's reasonable opinion, interfere with the normal conduct of Center's operations in accordance with Company's or DaVita's policies and procedures, including endangering patient care or interfering with teammate welfare, unless Contractor immediately removes such physician and appoints another Preapproved Physician or other qualified replacement approved by Company in its sole discretion;

(e) as contemplated in Section 8, the unauthorized removal of records from Center by a Medical Director, a Covering Medical Director, or any of Contractor's other agents or employees or other noncompliance with Section 8;

(f) the unlawful alteration or falsification of the Center's records;

(g) the failure of Contractor, a Medical Director or a Covering Medical Director to secure or maintain the insurance required under Section 6;

(h) the failure of a Medical Director to comply with Section 8.1;

(i) upon the breach or threatened breach of Section 10;

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(j) upon an unauthorized assignment of this Agreement by Contractor, Physicians, and/or a Medical Director in violation of Section 11; or

(k) upon the occurrence of a Final Adverse Action.

12.2.2 Upon the death or disability of a Medical Director. Upon the death of the Preapproved Physician serving as a Medical Director and Contractor's failure to immediately appoint a Covering Medical Director and thereafter permanently name another Preapproved Physician within thirty (30) days after such Physician's death or upon the occurrence of a disability of a permanent nature which, in the reasonable opinion of a physician appointed by Company, would interfere with Medical Director's ability to serve in the capacity of a Medical Director, unless Contractor immediately removes such disabled physician and appoints a Covering Medical Director, and thereafter designates a Preapproved Physician within thirty (30) days after determination of disability. Either Medical Director shall notify Company at the onset of any such disability, provided, however, that Medical Director's failure to do so shall not deprive Company of its rights under this Section 12.2.2.

12.2.3 Upon Contractor's, Physicians', and/or a Medical Director's failure to cause a Covering Medical Director to cease performing duties as permitted under this Agreement within fifteen (15) days of notice from Company detailing Company's concerns with a Covering Medical Director's performance unless Contractor and the Medical Director address such concerns to Company's satisfaction before the end of such fifteen (15) day period.

12.2.4 Upon the dissolution of Contractor and/or Physicians' medical practice or upon, appointment of a receiver or custodian to take possession of all or any material part of the assets of Contractor, Physicians, and/or Medical Director, a general assignment by Contractor, Physicians or Medical Director for the benefit of Contractor, Physicians, or a Medical Director's creditors, or the filing of a case by or against Contractor, Physicians, or a Medical Director under the Bankruptcy Code which is not stayed or terminated within thirty (30) days.

12.2.5 In the event of any other material breach of this Agreement by Contractor, Physicians, or a Medical Director or a Covering Medical Director, provided that Company provides Contractor, Physicians, and/or Medical Director thirty (30) days' advance notice detailing such breach and such breach is not cured to the satisfaction of Company, in its sole discretion, within such thirty (30) day period or, if Contractor or Physicians or Medical Director is actively attempting to cure such breach and such cure cannot reasonably be accomplished within said thirty (30) day period, then such longer period as Company may determine in its sole discretion is appropriate.

12.2.6 In the event that a Medical Director is absent from Center for any reason for more than twenty-one (21) consecutive days or for more than thirty (30) days within any sixty (60) day period without the prior approval of Company; or Medical Director's residence or clinical office is not within a reasonable proximity of Center as determined by Company to ensure Medical Director maintains "On Call" availability and access to Center employees, patients and clinical needs.

12.2.7 In the event that either Medical Director fails to comply with Section 13.2.

12.2.8 Upon the termination of Center's business.

12.2.9 In the event that Company does not reopen or relocate Center following an Interruption Event, Company shall terminate this Agreement upon thirty (30) days' prior notice to Contractor and/or Physicians.

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12.3 Remedies. Upon termination by Contractor or Medical Director pursuant to Sections 12.1.1 and 12.1.3, Contractor and/or Medical Director shall be entitled to pursue such legal or equitable remedies as may be available to them to collect their actual and consequential damages suffered as a result thereof. Upon termination by Company pursuant to Sections 12.2.1 through 12.2.7, Company shall be entitled to pursue such legal or equitable remedies as may be available to it to collect its actual and consequential damages suffered as a result thereof.

12.4 Relocation of Center. A Relocation of Center during the Term of this Agreement shall not result in termination of this Agreement.

12.5 Termination Due to a Regulatory Event. Notwithstanding any other provision in this Agreement, Company or Contractor may terminate this Agreement upon the occurrence of a Regulatory Event if such Regulatory Event cannot be corrected after each party has made a good faith effort to do so within ten (10) days after notice thereof by a party. Termination under this Section 12.5 shall be effective immediately upon the expiration of such ten (10) day period. "Regulatory Event" means the occurrence of any of the following: (a) the performance by a party hereto of any term, covenant, condition, or provision of this Agreement that (1) jeopardizes the certification of Center by or under any federal or state ESRD program, or by or under any other regulatory program; (2) is or, in the reasonable opinion of a party's counsel will become, illegal or in violation of any statute, regulation, or ordinance; or (3) does or, in the reasonable opinion of either party's counsel will, result in a reduction in or elimination of the amount or the rate of reimbursement paid to the Center from the Medicare program, any Medicaid program, or any other third party payor program, whether governmental or non-governmental; or (b) the enactment of legislation or issuance of regulations or interpretations thereof, by the federal government or the state government in which Center is located, or the issuance of judicial orders or decrees or governmental ruling or opinion, or any change in the rules and regulations of any third party payment program, or any other similar event which in the reasonable judgment of either party's counsel adversely impacts the operations of the Center or requires Company to divest itself of interests in investments such as the Center or which would result in a reduction in or elimination of the amount of or rate of reimbursement to the Center from the Medicare program or any state Medicaid program or any other third-party payor program, whether governmental or non-governmental.

12.6 Consequences of Termination/Expiration, and Termination of a Preapproved Physician's Relationship with Contractor.

Upon any termination of this Agreement, the appointment shall terminate and all obligations of Company to Contractor and Medical Director shall immediately terminate, including without limitation all obligations to compensate Contractor or Medical Director for Services after the Termination Date except where noted herein where a Related Physician whose relationship or affiliation with the Contractor ends prior to the Agreement terminating and his or her Restricted Period ends on the 2nd Anniversary after such affiliation with the Contractor ends. Upon any such termination or expiration, Company shall have no further liability or obligation to Contractor or Medical Director of any kind in connection with this Agreement or any relationship established hereby. Upon any such termination or expiration of this Agreement, Contractor's and Medical Director' obligations which are intended to survive the termination of this Agreement, including but not limited to those in Sections 5, 6, 7, 8, 10, 11, 14.2, and 14.3, shall survive. If Contractor's employment of a Preapproved Physician serving as a Medical Director terminates (regardless of the reason for such termination) at any time during the Term, such Preapproved Physician's obligations which are intended to survive the termination of this Agreement, including but not limited to those in Sections 5, 6, 7, 8, 10, 11, 14.2, and 14.3, shall survive as set forth herein.

12.7 Termination within First Year. If this Agreement is terminated for any reason within one (1) year of the Commencement Date, then, prior to the first anniversary of the Commencement Date,

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Company, Contractor, Physicians and Medical Director will not enter into any agreement with each other for the same or similar Services at Center.

13. Force Majeure; Interruption Event.

13.1 Force Majeure. In the event that any party is prevented from performing or is unable to perform any of its obligations under this Agreement due to any act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of Center, riot, insurrection, material unavailability, or any other cause beyond the reasonable control of the party invoking this Section, and if such party shall have used commercially reasonable efforts to mitigate its effects, such party shall give prompt notice to the other party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences.

13.2 Interruption Event. Notwithstanding Section 13.1, in the event of an Interruption Event at any time during the Term and if Company intends to reopen or relocate Center, until such time as Center can be reopened or relocated (the "Interruption Period"), Company may require that Medical Director provide services that Company deems necessary or helpful for Center's reopening or relocation and for Center patients and teammates.

13.3 Compensation Adjustment. The compensation to be paid to Medical Director during the Interruption Period shall be adjusted to reflect the fair market value of the services provided during the Interruption Period and to ensure that it continues to be consistent with Company's then-current policies and procedures for medical director compensation following an Interruption Event.

13.4 Time Sheets. During the Interruption Period, Medical Director shall submit a time sheet on the first day of each month with the invoice described in Section 3. The time sheet shall include a description of services provided and the days and hours worked by Medical Director during the previous month. Hours worked means actual hours worked. Company shall reimburse Medical Director for any reasonable, pre-authorized/pre-approved out-of-pocket expenses incurred by Medical Director in the course of performing services during the Interruption Period if in compliance with the requirements of Company's then-current applicable policies.

14. Miscellaneous

14.1 Governing Law. This Agreement shall be governed by the laws of the State of Oregon, without regard to the conflict of laws principles thereof.

14.2 Dispute Resolution. Except for alleged breaches of Sections 7, 8, 9, and 10, any dispute between or among the parties shall be resolved as provided in this Section 14. Nothing in this section shall limit or delay a party's termination rights.

14.2.1 Informal Resolution. Notice of the dispute shall be delivered from one party to the other parties and, thereafter, the parties' business representatives shall meet in person and attempt to resolve the dispute in face-to-face negotiations. This meeting shall occur within thirty (30) days of the time the notice of such dispute is received by the other party.

14.2.2 Resolution Through Mediation. If a dispute is not resolved pursuant to Section 14.2.1 above, the parties shall, within forty-five (45) days of the first meeting referred to in Section 14.2.1 above, attempt to settle such dispute by formal mediation. If the parties cannot otherwise agree upon a mediator and the place of the mediation within such forty-five (45) day period, the American Health

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Lawyers' Association in the State of Oregon shall administer the mediation. In the event that the mediation does not resolve the dispute, the parties shall be entitled to seek any and all available legal remedies.

14.3 Injunctive Relief. The parties acknowledge that the breach or threatened breach of this Agreement, including, without limitation, Sections 6 through 10 and Section 13, would cause irreparable injury to the injured party that could not be adequately compensated by money damages. Accordingly, the injured party shall be entitled to obtain from any court of competent jurisdiction a restraining order and/or injunction prohibiting a breach or threatened breach of the provisions of this Agreement, in addition to any other legal or equitable remedies that may be available. In the event a party seeks such injunctive or other relief with respect to a violation of this Agreement by another party, the injured party will be entitled to recover the costs of such action, including but not limited to reasonable attorney's fees. The Company agrees and acknowledges it will not enforce any injunctive relief or restraining orders with regard to Section 11.

14.4 Notice. All notices shall be in writing and shall be addressed to each receiving party at the addresses set forth in Schedule 1 and shall be (a) delivered by hand or electronic mail (confirmed by overnight courier), (b) sent by recognized overnight courier, or (c) sent by certified mail, return receipt requested, postage prepaid. Notices shall be deemed effective as follows: (a) if by hand, when delivered; (b) if by overnight courier, on the next business day; (b) if by certified mail, on the fifth business day.

14.5 Independent Contractor. At all times during the performance of any Services hereunder, Medical Director shall be acting and discharging Medical Director' duties and responsibilities as an employee or equity owner of Contractor, and Contractor shall at all times during the Term be acting and discharging its duties as an independent contractor of Company. Company will provide all applicable tax documents to Contractor and will not withhold any local, state, or federal employment taxes on Contractor's behalf. Contractor shall be responsible for paying all taxes due on all amounts paid to it under this Agreement, and for paying all local, state, and federal employment taxes, including unemployment insurance, social security taxes, and local, state, and federal withholding taxes for all employees of Contractor. Contractor shall indemnify and hold Company harmless from any failure to pay such taxes, including any interest and penalties assessed against Company. If any taxing authority asserts that Contractor is not an independent contractor under this Agreement, the parties shall cooperate in addressing such assertion. Neither Contractor nor any Preapproved Physician shall be considered an employee of Company for any purpose, including for purposes of any Company employment policy or employment benefit plan, or be entitled to any benefits under any such policy or benefit plan. Except as expressly set forth in this Agreement or as may be required by applicable law, Company shall neither have nor exercise any control or direction over the methods by which any Medical Director shall perform the duties hereunder, nor shall Company control how any Medical Director's duties are accomplished, except that such duties shall be performed as required by this Agreement.

14.6 Waivers; Severable Provisions; Headings.

14.6.1 Waivers. The failure of any party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition, and the obligations of such party with respect thereto shall continue in full force and effect.

14.6.2 Severable Provisions. The provisions of this Agreement are severable. The invalidity or unenforceability of any term or provisions hereto in any jurisdiction shall in no way affect the validity or enforceability of any other terms or provisions in that jurisdiction, or of this entire Agreement in that jurisdiction.

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14.6.3 Headings. The headings in this Agreement are for convenience and reference only and are not intended to, and shall not, define or limit the scope of the provisions to which they relate.

14.7 Agreement Collectively Prepared by Parties. Each party to this Agreement (a) has participated in the preparation of this Agreement, (b) has read and understands this Agreement, and (c) has been represented by counsel of its own choice (if such party so selects) in the negotiation and preparation of this Agreement. Each party represents that this Agreement is executed voluntarily and should not be construed against any party hereto solely because it drafted all or a portion hereof.

14.8 Entire Agreement; Binding Effect. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all other agreements, either written or oral, among the parties (including, without limitation, any prior agreement among Contractor, Medical Director, Physicians and Company or any of its subsidiaries or affiliates) with respect to the subject matter hereof. This Agreement may be amended only by a writing that is executed by all of the parties. Subject to Section 11, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, assigns, heirs, executors and legal representatives. Renewals of this Agreement may be effected by a writing which sets forth the Renewal Term and compensation during such Renewal Term and is signed by the parties.

14.9 Counterparts; Approval by DaVita as to Form.

14.9.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic signature shall be permitted, except where prohibited by law.

14.9.2 Approval by DaVita as to Form. The parties acknowledge and agree that this Agreement shall be legally binding upon the parties only upon full execution hereof by the parties and by DaVita as to the form hereof; however, DaVita's signature as to form will not be considered when calculating the Date of Last Signature as it is not a party hereto.

14.10 Incorporation of Exhibits and Schedules; Priority in Event of a Conflict.

14.10.1 The Exhibits and Schedules attached to this Agreement are incorporated into this Agreement by reference.

14.10.2 In the event of a conflict between the Exhibits, Schedules, and this Agreement, priority of control shall be as follows: Schedule 1; this Agreement; Exhibit A; and other Exhibits and Schedules.

[SIGNATURES FOLLOW]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the Date of Last Signature as defined in Schedule 1.

COMPANY:

TOTAL RENAL CARE, INC., a California corporation:

DocuSigned by:
Jennie Funk
By: Jennie Funk
Its: Division Vice President
Date: September 30, 2019

GROUP:

PACIFIC KIDNEY & HYPERTENSION, LLC, an Oregon limited liability company, d/b/a SNOHOMISH KIDNEY INSTITUTE

DocuSigned by:
Robert Provenzano
By: Robert Provenzano, M.D.
Its: Member/Owner
Date: September 25, 2019

PHYSICIANS:

(The below are executing this Agreement solely as employees of Pacific Kidney & Hypertension, LLC. They are not executing this Agreement as individuals.)

DocuSigned by:
Katrina Carli, M.D.
Name: Katrina Carli, M.D.
Date: September 30, 2019

DocuSigned by:
Name: Elsa Pascual, M.D.
Date: September 26, 2019

DocuSigned by:
Oliver Tai, M.D.
Name: Oliver Tai, M.D.
Date: September 30, 2019

DocuSigned by:
Name: Jeannie Juaire, M.D.
Date: September 30, 2019

[signatures are continued on following page]

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[signatures are continued from previous page]

APPROVED AS TO FORM:

On behalf of Pacific Kidney & Hypertension, LLC d/b/a Snohomish Kidney Institute

DocuSigned by:

By Bret Tate
Bret Tate, Chief General Counsel
Nephrology Practice Solutions

APPROVED AS TO FORM:
DAVITA INC.

DocuSigned by:

Doyna V. Ballew

By: Doyna V. Ballew
Its: Assistant General Counsel

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EXHIBIT A

DEFINITIONS

The terms below shall have the meanings below for the purposes of the Agreement:

TERM	DEFINITION
Affiliate	A person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with a person or entity or who has the power to direct or cause the direction of the management of a person or entity, whether through voting rights, ownership, by contract, or otherwise. Affiliate also includes any combination of persons or entities that meet the definition of a "Controlled Group of Corporations," as defined in 26 U.S.C. § 1563(a), "two or more trades or business under common control," as defined in 26 CFR 1.414(c), or an "Affiliated Service Group," as defined in 26 U.S.C. § 414(m).
Agreement	This Medical Director Agreement, including all incorporated schedules and exhibits.
BAA	The Business Associate Agreement effective as of the date contained therein.
Bylaws	The Governing Body Bylaws and the Medical Staff Bylaws.
Center	The facility identified as such in Schedule 1. Center also shall include the applicable programs identified in Schedule 1.
CMS	The Centers for Medicare and Medicaid Services of the United States Department of Health and Human Services.
Commencement Date	The date identified as such in Schedule 1.
Company	The entity identified as such in Schedule 1.
Competitor	Any person, clinic, corporation, partnership, management services organization, proprietorship, independent practice association, firm, entity, or association which engages in or derives any economic benefit from, or is preparing to engage in or derive any economic benefit from, the business of providing, offering, arranging, or subcontracting Dialysis Services.
Conditions for Coverage	The Medicare Conditions for Coverage for End-Stage Renal Disease Facilities at 42 C.F.R. Part 494, as amended from time to time.
Confidential Information	Confidential or proprietary information or trade secrets including (a) any information, in whatever form, relating directly or indirectly to the business of Center, Company or any Affiliate of Company, whether prepared by Company or by any other person, that is, has been, or will be made available to Restricted Persons; (b) the medical and other identifying information, in whatever form, of any patient currently receiving treatment or having previously received treatment at Center, which is compiled by, obtained by, or furnished to any of the Restricted Persons in the course of performing services hereunder; (c) specialized training materials and information to assist Medical Director in the performance of the Services including, but not limited to, information and training in Company's pricing structures and guidelines for the services it provides, Company's cost structure (including, without limitation, profits and margins) for the services it provides, Company's methods of operating, Company's methods, strategies, and specific operating techniques related to integrated kidney care, managed care, or related areas, and Company's products and marketing techniques and strategies, Internet strategies, plans, and business models; (d) shift patterns; (e) commercial insurance information; and (f) any of the terms of this Agreement, including without limitation the compensation payable under the Agreement. Confidential Information does not include (a) any information that is or becomes generally available to the public other than as a direct or indirect result of the disclosure of any of such information by any Restricted Person; (b) any information that becomes available to a Restricted Person from a source other than Company, provided that such source is not bound by any contractual or other obligation of confidentiality to Company or any other person with respect

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	to any of such information; or (c) any information previously known to Medical Director, provided such information was not subject to protection by a separate agreement with Company or any Affiliate of Company, and subject to Medical Director's patient privacy and security obligations under Section 5 of this Agreement, and as set forth in the BAA.
Contractor	The medical practice employing the Medical Director and identified as such in Schedule 1.
Covering Medical Director	A physician who performs Services pursuant to Section 4.1.2 in the event of a temporary absence of the Medical Director.
Date of Last Signature	"Date of Last Signature" shall be defined as set forth in Schedule 1.
DaVita	DaVita Inc., Company's parent company.
Dialysis Services	"Dialysis Services" shall be defined as set forth in Section 10.1.2.
Directly or Indirectly	Any and all activities undertaken by, through or on behalf of Contractor, Physicians, Preapproved Physicians, and/or any of their Affiliates, and any and all entities with respect to which Contractor, Physicians, Preapproved Physicians, and/or any of their Affiliates serves as a contractor, agent, employee, or representative or has a direct or indirect financial interest.
ESCO	An abbreviation for End Stage Renal Disease Seamless Care Organization.
ESRD	An abbreviation for End Stage Renal Disease that means the stage of renal impairment that appears irreversible and permanent, and requires a regular course of dialysis or kidney transplantation to maintain life, which definition is set forth in 42 C.F.R. Section 405.2102. To the extent such regulation is changed or amended, ESRD shall have the meaning set forth in the amended regulation or any successor regulation.
Final Adverse Action	"Final Adverse Action" shall be defined as set forth in Section 5.2.1.
Governing Body	The governing body of Center as set forth in Center's Medical Staff Bylaws.
HIPAA	The Health Insurance Portability and Accountability Act of 1996, and its related regulations, as amended by the federal Health Information Technology for Economic and Clinical Health Act and its implementing regulations, all as may be amended from time to time, including by the future issuance of regulations and guidance by the United States Department of Health and Human Services.
HIPAA Policies	DaVita's health information privacy and security policies and procedures, as currently in effect and as updated from time to time.
Initial Term	The period identified as such in Schedule 1.
Interruption Event	The temporary closure of Center or destruction of Center or a reduction or interruption in Center services due to any force majeure described in Section 13.
Interruption Period	The time period following such Interruption Event until such time as Center is reopened or relocated.
Joinder	The Joinder to the Medical Director Agreement, the form of which is set forth at Exhibit C.
Medical Director	A Preapproved Physician duly appointed in accordance with this Agreement to serve as the Medical Director for Center.
Medical Director Qualifications	The following qualifications: (a) be qualified and licensed to practice medicine in the state in which the Center is located; (b) be board-certified by either the American Board of Internal Medicine ("ABIM") or the American Osteopathic Association ("AOA") or such other board-certification entities as approved by Company in writing, in one or more of nephrology, pediatrics, or internal medicine, or to have received a waiver that the certification is not needed and such waiver is approved by Company; (c) have completed a board-approved training program in nephrology; (d) specialize in the treatment of individuals with ESRD; (e) have at least twelve (12) consecutive months of experience or training in the care of patients at ESRD facilities immediately preceding the Commencement Date; and (f) be experienced in the medical administration of ESRD facilities.
Misconduct	"Misconduct" shall be defined as set forth in Section 12.2.1.
Nocturnal Shift	In-center nocturnal hemodialysis administered at facility at night for six to eight hours, typically beginning between 5:00 p.m. and 9 p.m., typically three times per week.

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PD Program	Program for patients who perform peritoneal dialysis in their homes, when and if offered at the Center.
PHI	Protected Health Information, including but not limited to electronic Protected Health Information as defined in HIPAA.
Physicians	The individuals designated as such in Schedule 1.
Policies and Procedures	"Policies and Procedures" shall be defined as set forth in Section 5.1.
Preapproved Physicians	The specific physicians, including the Medical Director, named on Schedule 1, as may be updated from time to time in an amendment signed by the parties.
Regulatory Event	"Regulatory Event" shall be defined as set forth in Section 12.5.
Related Physician	Any physician who is employed by or engaged in medical practice with Group, Medical Director, a Preapproved Physician or any Affiliate thereof, or who is a shareholder, partner, member, or other equity holder of Group, Medical Director, Preapproved Physicians, such medical practice, or Affiliate of any of the foregoing.
Relocation	The closure of Center and the physical relocation of substantially all staff of Center to another center that is not a then-existing center operated under the same Medicare provider number as the closed Center.
Renewal Term	The period identified as such in Schedule 1.
Restricted Area	The area set forth as such in Schedule 1.
Restricted Period	The period from the Date of Last Signature through the time period set forth in Schedule 1; provided, however, that with respect to any Related Physician who ceases to be a Related Physician during the Term, the Restricted Period shall end on the second anniversary of the date on which such Related Physician ceases to be a Related Physician.
Restricted Person	Contractor, Physicians, Medical Director, Preapproved Physicians, any Covering Medical Director, any Affiliate of Contractor, Physicians, or Medical Director, or any of their respective agents, independent contractors, or employees who receive or have access to Confidential Information.
Services	The duties and responsibilities set forth in Exhibit B, together with all other services to be provided by Medical Director under this Agreement.
Term	The period during which this Agreement is in effect, and which shall consist of the Initial Term and any and all Renewal Terms through the date on which the Agreement expires due to non-renewal or is terminated in accordance with the terms of this Agreement.
Termination Date	The date on which this Agreement terminates, whether such termination occurs as a result of the expiration of the Term due to non-renewal or otherwise under the terms of this Agreement.

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EXHIBIT B

MEDICAL DIRECTORS' DUTIES

SUMMARY OF DUTIES FOR A MEDICAL DIRECTOR OF AN IN-CENTER DAVITA DIALYSIS FACILITY

Training, Certification, Credentialing & Privileges

- ☐ Completed board approved training in nephrology (unless specific waiver received)
- ☐ Completed 12 months of experience or training in end stage renal disease (ESRD)
- ☐ Licensed to practice in the state where Center is located
- ☐ Maintain CMS-recognized Board certification in nephrology or pediatric nephrology,
- ☐ Maintain current credentials and privileges at Center and unrestricted staff privileges at a healthcare provider (e.g. hospital) providing acute hospitalization and back-up to patients of Center

Availability

- ☐ Be "on call" 24/7 to respond to emergencies
- ☐ Arrange for a Covering Medical Director when unavailable

Company Meetings and Committees

- ☐ Actively participate in meetings, education sessions and events as required by Company.
- ☐ Attend administrative meetings with Facility Administrator, ROD or DVP.

Center Clinical & Professional Leadership

- ☐ Promote DaVita's Medical Staff Bylaws, safe working environment, compliance with laws, regulations, and DaVita policies & procedures
- ☐ Be accountable for associate medical directors, if any
- ☐ Assure attendance by all attending physician at monthly patient care meetings (Interdisciplinary Team meetings)
- ☐ Attend and serve as a member and clinical leader of all planned and *ad hoc* Governing Body ("GB") meetings
- ☐ Be accountable to GB for quality and safety of medical care provided

Policies and Procedures

- ☐ Participate in development, implementation, review and approval of (and adherence by Center providers to) all Center policies and procedures including, but not limited to, those addressing:
  - Patient admission, discharge and transfer, rights and confidentiality, and care
  - Quality assessment and performance improvement
  - Infection control and safety
  - Documentation maintenance and retention
  - Center staff education, training and performance

Patient Admission

- ☐ Review patient summaries for new patient admissions in a timely fashion
- ☐ Confirm patients have initial dialysis prescriptions, orders, baseline physical and nursing assessments
- ☐ Confirm patients can be safely treated at Center prior to dialysis treatment

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Patient Discharge and Transfers

- ☐ Direct interdisciplinary team ("IDT") in management of patients with disruptive behavior
- ☐ Address issues of non-compliance with patient's attending physician
- ☐ Review, approve, and sign each involuntary patient discharge or transfer

Patient Rights and Confidentiality and Patient Care

- ☐ Confirm Center maintains an internal grievance mechanism that is communicated to patients
- ☐ Review all patient grievances during FHM
- ☐ Provide general oversight and responsibility of all patient care, outcomes and safety including that the water system will produce AAMI quality water

Quality Assessment and Performance Improvement (QAPI)

- ☐ Actively oversee, lead and participate in the Center's monthly Facility Health Meeting ("FHM")
- ☐ Lead quality and process improvement activities at Center

Oversight of Integrated Care Initiatives

- ☐ Actively oversee, lead and participate in the Company's Integrated Care initiatives, protocol, policies and procedures including, but not limited, to:
  - Cost of Care Reduction
  - Re-hospitalization avoidance
  - Managed Care Initiatives

Infection Control

- ☐ Review infectious disease data monthly (e.g. during FHM)
- ☐ Review and sign water culture and *Limulus amebocyte lysate* test results monthly (e.g. during FHM)
- ☐ Conduct and document investigations into infectious disease outbreaks and drug resistant organisms

Safety

- ☐ Provide general oversight for safety activities at Center
- ☐ Work with Center staff to monitor potential safety issues at Center

Physical Environment

- ☐ Work with Center staff to maintain a safe treatment environment (including emergency equipment, dialysis machines and equipment, the water treatment system and dialyzer reprocessing equipment)
- ☐ Assure there is a process for the general oversight of maintenance

Documentation Maintenance and Retention

- ☐ Direct Center staff to document thoroughly and accurately every incident of non-compliance
- ☐ Assure all patient medical records are current and maintained in accordance with Center's policies and procedures, Medical Staff Bylaws and applicable regulations

Center Staff Education, Training and Performance

- ☐ Assure Center staff members receive the appropriate education and training to competently perform their job responsibilities
- ☐ Review and attest to Center staff competency files at least quarterly for existing staff and upon completion of training for new hires.
- ☐ Participate in Center's and Company's education and in-service programs.

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- ☐ Oversee appropriate orientation of medical staff (e.g. attending physicians) and other providers, to Center policies and procedures, clinical benchmarks, guidelines, protocols, and quality processes
- ☐ Review privilege requests and credentialing files and assure maintenance of privileges at local hospitals by medical staff.
- ☐ Counsel in-person or in-writing any member of the medical staff not complying with Medical Staff Bylaws or meeting Company and DaVita performance standards and requirements
- ☐ Act in coordination with Company, the Physician Council, the Credentialing and Peer Review Committee, DaVita's Office of Chief Medical Officer ("OCMO"), Facility Administrator and GB in matters of concern to Center, and participate in the medical staff peer review process as provided for in the Medical Staff Bylaws

Protection of Confidential Information and Goodwill

- ☐ Assure that the Confidential Information and the goodwill associated with Center's and Company's relationships with patients, employees, vendors, consultants and others, are protected and preserved to the maximum extent possible.

Compliance with Conditions for Coverage, Laws, and DaVita's Compliance Programs

- ☐ Perform any duties required to be in compliance with *42 C.F.R. Part 494 Medicare Conditions for Coverage for End-Stage Renal Disease Facilities*, other applicable laws and regulations, DaVita's Code of Conduct, Medical Staff Bylaws, Company's and DaVita's compliance program, initiatives, policies, training, and Privacy & Security Standards
- ☐ Participate in interviews with Medicare Surveyors to clarify any issues regarding Center and staff's practices related, but not limited, to infection control, water and dialysate, dialyzer reprocessing of hemodialyzers and bloodlines, and governance.
- ☐ Review survey reports, both internal and external, and participate as needed in Plans of Correction.

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SAMPLE ONLY – DO NOT SIGN

EXHIBIT C

SAMPLE JOINDER

JOINDER TO MEDICAL DIRECTOR AGREEMENT

This joinder ("Joinder") is made as of the last date of signature by a party hereto (the "Effective Date"), by and among the undersigned. Reference is made to the Medical Director Agreement, dated September 30, 2019, 20__ (the "Agreement"), by and among **Total Renal Care, Inc.**, a California corporation ("Company"), **Pacific Kidney & Hypertension, LLC**, an Oregon limited liability company, **d/b/a Snohomish Kidney Institute** ("Group"), and **Katrina Carli, M.D., Thao Pascual, M.D., Oliver Tai, M.D., and Noemie Juaire, M.D.** (each, a "Physician" and collectively, "Physicians") (Group and Physicians, collectively, "Contractor"), relating to the free-standing dialysis center known as "Whidbey Island Dialysis" and which is located at 32650 State Road 20, Building D, Suite 101, Oak Harbor, WA 98277-2641 ("Center"), including the PD Program and the Nocturnal Shift.

The undersigned acknowledges that he/she is or will become a Related Physician (as that term is defined in the Agreement and receives and will receive compensation and benefits from such employment or equity ownership. Therefore, and as a condition of his/her status as a Related Physician, the undersigned agrees with and guarantees to Contractor that the undersigned shall abide by the terms and conditions of the Agreement, as such may be amended over time, including without limitation the non-competition and non-solicitation covenants contained in Section 10 of the Agreement.

The undersigned further acknowledges that Company has entered into the Agreement in reliance on the assurance, as reflected in Section 10.6 of the Agreement, that the undersigned shall execute this Joinder and abide by the terms and conditions of the Agreement, including without limitation the non-competition and non-solicitation covenants contained in Section 10 of the Agreement.

In the event the undersigned ceases to be a Related Physician during the Term of the Agreement, the Restricted Period called for in the Agreement shall end on the second anniversary of the date on which such Related Physician ceases to be a Related Physician. The non-compete restrictions shall not extend beyond the second anniversary of the physician leaving the Contractor or affiliation therewith in the event [he/she] leaves the Contractor or affiliation therewith before the Agreement expires or is terminated.

The undersigned agrees that Company will be a direct third party beneficiary of the covenants made in this Joinder and entitled to enforce the provisions of this Joinder, including without limitation the non-competition and non-solicitation covenants contained in Section 10 of the Agreement.

The undersigned further acknowledges that the Agreement may from time to time be amended by the Company and Contractor and agrees that he or she shall be bound by any such amendment in the same manner and to the same extent as if he or she had signed such amendment.

[SIGNATURES FOLLOW]

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SAMPLE ONLY – DO NOT SIGN

IN WITNESS WHEREOF, the undersigned have executed this Joinder as of Effective Date.

SPECIMEN - DO NOT SIGN

_____, M.D.
By: _____
Date: _____

GROUP:

PACIFIC KIDNEY & HYPERTENSION, LLC, an Oregon limited liability company, d/b/a SNOHOMISH KIDNEY INSTITUTE

SPECIMEN - DO NOT SIGN
By: _____
Name: _____
Title: _____
Date: _____

SAMPLE

Acknowledged:

COMPANY:

TOTAL RENAL CARE, INC., a California Corporation

SPECIMEN - DO NOT SIGN

_____
By: _____
Its: _____
Date: _____

SAMPLE

Certificate Of Completion

Envelope Id: 8DE104FF296B40D999A443F8997DAA47 Status: Completed

Subject: Please DocuSign: (WA)Whidbey Island #4372 MDA w-Pacific Kidney Hypertension-URGENT EXECUTION NEEDED

Source Envelope:

Document Pages: 30 Signatures: 8 Envelope Originator:

Certificate Pages: 6 Initials: 0 Kathy Hill

AutoNav: Enabled 2000 16th Street

EnvelopeId Stamping: Enabled Denver, CO 80202

Time Zone: (UTC-07:00) Mountain Time (US & Canada) kathy.hill@davita.com

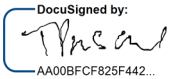
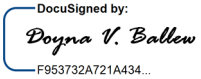
IP Address: 71.206.103.123

Record Tracking

Status: Original Holder: Kathy Hill Location: DocuSign

9/24/2019 3:23:24 PM kathy.hill@davita.com

Signer Events	Signature	Timestamp
Bret Tate bret.tate@davita.com GGC Security Level: Email, Account Authentication (None)	DocuSigned by: Bret Tate C771A900C64E4A7... Signature Adoption: Pre-selected Style Using IP Address: 96.46.227.10	Sent: 9/24/2019 4:24:31 PM Viewed: 9/24/2019 4:25:47 PM Signed: 9/24/2019 4:27:36 PM
Electronic Record and Signature Disclosure: Accepted: 7/30/2019 1:36:02 PM ID: 2d006727-ed7f-469e-9e70-5219faa2711d		
Katrina Carli, M.D. katrina.carli@davita.com MD Security Level: Email, Account Authentication (None)	DocuSigned by: katrina Carli, M.D. 00E954B6C9D74D5... Signature Adoption: Pre-selected Style Using IP Address: 50.208.213.41	Sent: 9/24/2019 4:24:30 PM Viewed: 9/24/2019 6:29:50 PM Signed: 9/30/2019 1:49:52 PM
Electronic Record and Signature Disclosure: Accepted: 9/24/2019 6:29:50 PM ID: f6182607-b009-4cc2-bfad-8b5c724d4f1e		
Noemie C. Juaire, M.D. noemie.juaire@davita.com Security Level: Email, Account Authentication (None)	DocuSigned by: F8B8F50652BB431... Signature Adoption: Drawn on Device Using IP Address: 174.216.7.188 Signed using mobile	Sent: 9/24/2019 4:24:31 PM Viewed: 9/24/2019 4:25:50 PM Signed: 9/30/2019 2:00:31 PM
Electronic Record and Signature Disclosure: Accepted: 9/24/2019 4:25:50 PM ID: 5f211afa-f962-4124-b12d-bb53b3578b14		
Oliver Tai, M.D. oliver.tai@davita.com Security Level: Email, Account Authentication (None)	DocuSigned by: Oliver Tai, M.D. C357C971C76B426... Signature Adoption: Pre-selected Style Using IP Address: 73.97.4.8	Sent: 9/24/2019 4:24:30 PM Viewed: 9/30/2019 12:07:37 AM Signed: 9/30/2019 12:07:50 AM
Electronic Record and Signature Disclosure: Accepted: 9/30/2019 12:07:37 AM ID: eb642543-2ede-4123-9396-c773047b1152		

Signer Events	Signature	Timestamp
Robert Provenzano robert.provenzano@davita.com President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/30/2019 1:51:43 PM ID: 2138d22e-59ee-493b-ad65-dbbe58636dec	DocuSigned by: 2DB6ECA40A3E4CB... Signature Adoption: Pre-selected Style Using IP Address: 69.136.133.107	Sent: 9/24/2019 4:24:31 PM Viewed: 9/25/2019 5:38:53 AM Signed: 9/25/2019 5:39:24 AM
Thao Pascual, M.D. thao.pascual@snokidney.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/26/2019 9:46:50 AM ID: 40fb9956-9d0f-4817-ab1d-527d878d991e	DocuSigned by:  AA00BFCF825F442... Signature Adoption: Drawn on Device Using IP Address: 50.208.213.41 Signed using mobile	Sent: 9/24/2019 4:24:30 PM Viewed: 9/26/2019 9:46:50 AM Signed: 9/26/2019 9:47:09 AM
Jennie Funk jennie.funk@davita.com DVP Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: 923E8DF6860847B... Signature Adoption: Pre-selected Style Using IP Address: 96.46.226.10	Sent: 9/30/2019 2:00:34 PM Viewed: 9/30/2019 6:12:25 PM Signed: 9/30/2019 6:13:01 PM
Doyna V. Ballew doyna.ballew@davita.com Assistant General Counsel Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/16/2018 1:30:09 PM ID: 182dcb02-9615-4bfb-acd7-2d2b68dd0a51	DocuSigned by:  F953732A721A434... Signature Adoption: Pre-selected Style Using IP Address: 107.185.245.121 Signed using mobile	Sent: 9/30/2019 6:13:04 PM Viewed: 9/30/2019 7:34:22 PM Signed: 9/30/2019 7:34:31 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jennie Peterson jennie.peterson@davita.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/30/2019 1:42:56 PM ID: 1e2a9a5d-2fb9-4c35-b273-4d3c7a9c5cad	COPIED	Sent: 9/24/2019 4:24:31 PM Viewed: 9/24/2019 4:37:54 PM

Carbon Copy Events	Status	Timestamp
Compliance Training Compliance.training@davita.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/25/2015 1:19:29 PM ID: bea3cc2a-45e4-4db3-b0cd-27371f4838cd	COPIED	Sent: 9/30/2019 7:34:34 PM
Medical Director Fees Medical.DirectorFees@davita.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/5/2016 12:33:39 PM ID: 42911c8b-4f80-48e0-9501-3a6855fd2c0c	COPIED	Sent: 9/30/2019 7:34:34 PM
TQQC tqqc@davita.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/30/2019 7:34:34 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/30/2019 7:34:34 PM
Certified Delivered	Security Checked	9/30/2019 7:34:34 PM
Signing Complete	Security Checked	9/30/2019 7:34:34 PM
Completed	Security Checked	9/30/2019 7:34:34 PM

Payment Events	Status	Timestamps

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To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at jennifer.vanhyning@davita.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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North Star Division
32275 32nd Avenue, South
Federal Way, WA 98001
Office: (319) 530-6103
Jennie.Funk@Davita.com

July 17, 2019

VIA EMAIL DELIVERY @ cj.kuan.md@nskpwa.com

C.J. Kuan, M.D., Inc., P.S.
d/b/a North Sound Kidney Physicians
1111 Pacific Avenue
Suite B
Everett, WA 98201
Attention: C.J. Kuan, M.D.

RE: Medical Director Agreement by and among Total Renal Care, Inc. ("Company"), C.J. Kuan, M.D., Inc., P.S. d/b/a North Sound Kidney Physicians ("Group"), and Chiajen Kuan, M.D. and Paramprett Ghuman, M.D. (each a "Physician" and, collectively, "Physicians"), for Medical Director Services at Whidbey Island Dialysis Center, Center #4372; Jarvis #00128887.0

Dear Dr. Kuan:

The purpose of this letter is to memorialize the understanding of the parties to the above-captioned Agreement who have agreed to mutually terminate the Agreement, effective as of September 1, 2019.

Sincerely,
DocuSigned by:
923E8DE6860847B...
Jennie Funk,
Division Vice President

THE CONTENT AND INTENT OF THIS LETTER IS APPROVED AND AGREED TO BY THE UNDERSIGNED:

C.J. Kuan, M.D., Inc., P.S.
d/b/a North Sound Kidney Physicians

By: DocuSigned by: C.J. Kuan, M.D.
E491339F459405...
Name: C.J. Kuan, M.D.
Title: President
Date: July 18, 2019

Certificate Of Completion

Envelope Id: AF88BFC8F2524CC09AE917BA93224BA7 Status: Completed

Subject: Please DocuSign: (WA) Whidbey Island #4372 MDA w-North Sound Kidney Physicians Termination ltr ...

Source Envelope:

Document Pages: 1 Signatures: 2 Envelope Originator:

Certificate Pages: 5 Initials: 0 Kathy Hill

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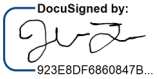
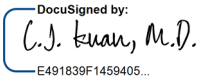
7/17/2019 5:25:27 PM kathy.hill@davita.com

Signer Events	Signature	Timestamp
Jennie Funk jennie.funk@davita.com DVP Security Level: Email, Account Authentication (None)	DocuSigned by:  923E8DF6860847B... Signature Adoption: Drawn on Device Using IP Address: 50.84.226.45 Signed using mobile	Sent: 7/17/2019 5:30:56 PM Viewed: 7/18/2019 8:43:31 AM Signed: 7/18/2019 8:43:50 AM
Electronic Record and Signature Disclosure: Accepted: 7/18/2019 8:43:31 AM ID: 98e6f54c-05cd-47b2-9774-4dd2d4b0d16c		
C.J. Kuan, M.D. cj.kuan.md@nskpwa.com President Security Level: Email, Account Authentication (None)	DocuSigned by:  E491839F1459405... Signature Adoption: Pre-selected Style Using IP Address: 73.109.211.202	Sent: 7/18/2019 8:43:51 AM Viewed: 7/18/2019 10:21:34 AM Signed: 7/18/2019 10:22:17 AM
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Evan Moore evan.moore@davita.com Regional Operations Director Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/18/2019 10:22:18 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	7/18/2019 10:22:18 AM
Signing Complete	Security Checked	7/18/2019 10:22:18 AM
Completed	Security Checked	7/18/2019 10:22:18 AM

Payment Events	Status	Timestamps

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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To advise DaVita of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at jennifer.vanhyning@davita.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
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ii. send us an e-mail to emily.briggs@davita.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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WHIDBEY ISLAND DIALYSIS MEDICAL DIRECTOR AGREEMENT
SCHEDULE 1: SELECTED KEY TERMS

This Schedule 1 is attached to and is a part of this Medical Director Agreement.

1. **Parties and Notice:**

Party	Name	Address	Address for Additional Required Copy of Notice
Group	C.J. Kuan, M.D., Inc., P.S. d/b/a North Sound Kidney Physicians	1111 Pacific Avenue, Suite B Everett, WA 98201	
Physicians	Chiajen Kuan, M.D. and Parampreet Ghuman, M.D.	1111 Pacific Avenue, Suite B Everett, WA 98201	
Company	Total Renal Care, Inc.	c/o Chief Operating Officer 2000 16th Street Denver, CO 80202	c/o Group General Counsel 2000 16th Street Denver, CO 80202

2. **Center:**

Name	Number	Address
Whidbey Island Dialysis Center	4372	32650 State Road 20 Building E, Suite 101 Oak Harbor, WA 98277

3. **Date of Last Signature**: Shall be considered the date shown in the DocuSign system if used by the parties. If DocuSign is not used by one or more of the parties, the Date of Last Signature of this Agreement shall be the date of last signature of all parties to this Agreement whether through DocuSign or otherwise.

4. **Initial Term**: The Initial Term of this Agreement shall commence on the last date on which any party signs this Agreement ("Date of Last Signature") and shall continue thereafter for a period of 3 years, unless earlier terminated pursuant to the terms of this Agreement.

5. **Renewal Term**: At the expiration of the Initial Term and each successive Renewal Term, the Term of this Agreement shall be extended automatically for additional 1 year periods (each, a "Renewal Term") unless a party gives at least 180 days' prior written notice of the non-extension of the Initial Term or Renewal Term then in effect, in which case, the Term shall expire and terminate on the last day of the Initial Term or Renewal Term then in effect.

6. **Medical Director**: Chiajen Kuan, M.D.

7. **Preapproved Physician**: Chiajen Kuan, M.D. and Parampreet Ghuman, M.D.

Group's Initials DS CkM Physician's Initials DS CkM DS PGM DVP's Initials DS DB

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8. Compensation and Modalities:

Center Name	Center #	Hemo Monthly	Hemo Annual Maximum	PD Monthly	PD Annual Maximum	Nocturnal Monthly	Nocturnal Annual Maximum
Whidbey Island Dialysis	4372	$4,166.66	$50,000	$1,666.66	$20,000	$416.66	$5,000

9. Non-Competition:

Modality	**Restricted Area* (radius from Center)**	**Restricted Period**
In-Center Hemodialysis and all other Dialysis Services, including Peritoneal Dialysis and Home Hemodialysis	40 miles	Date of last signature through Termination Date + 2 years

*Notwithstanding the above, see exceptions allowable under Section 10.

Group's Initials DS CkM Physician's Initials DS CkM DS PGM DVP's Initials DS DB

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WHIDBEY ISLAND DIALYSIS MEDICAL DIRECTOR AGREEMENT

This Whidbey Island Dialysis Medical Director Agreement ("Agreement") is by and among **Total Renal Care, Inc.**, a California corporation ("Company"), **C.J. Kuan, M.D., Inc., P.S. d/b/a North Sound Kidney Physicians**, a Washington corporation ("Group"), and **Chiajen Kuan, M.D. and Parampreet Ghuman, M.D.** (each a "Physician" and, collectively, "Physicians"). This Agreement shall be effective as of the Date of Last Signature as defined in Schedule 1.

RECITALS

A. Company is in the business of owning and operating dialysis centers including the center known as "**Whidbey Island Dialysis Center**," as more particularly described in Schedule 1. In addition to providing in-center hemodialysis services, Center provides training support, equipment, and supplies for patients who perform peritoneal dialysis in their homes (the "PD Program"), including a nocturnal shift (the "Nocturnal Shift"). For purposes of this Agreement, the defined term "Center" shall also include the PD Program and Nocturnal Shift. Group is in the business of rendering medical services through duly licensed physicians who are affiliated with Group, including the Preapproved Physician.

B. During the Term of this Agreement, Company shall provide Medical Director with equipment, materials, facilities, and valuable Confidential Information for the purpose of assisting Medical Director in the performance of Medical Director's obligations and responsibilities under this Agreement.

C. This Agreement contains the respective rights and obligations in connection with Medical Director's appointment and role in performing the Services hereunder.

D. Capitalized terms not otherwise defined shall have the meanings set forth in **Exhibit A**, which is attached to and incorporated in this Agreement.

In consideration of the Recitals, which are incorporated herein, the mutual promises herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Initial Term and Renewals**. The Term of this Agreement shall be as set forth in Schedule 1. The Agreement may be renewed as set forth in Schedule 1.

2. **Appointment**. The Physician listed as Medical Director in Schedule 1 is duly appointed and agrees to serve as the Medical Director of the Center. Medical Director hereby represents and warrants that he meets the Medical Director Qualifications and will perform the Services under this Agreement. By this Agreement, the Preapproved Physician set forth in Schedule 1 has been duly appointed and agrees to serve as the Medical Director of the Center. During the Term, the Services shall be provided only through the Preapproved Physician, except as otherwise expressly set forth herein. At Company's discretion, additional physicians may provide Medical Director Services; however, **Chiajen Kuan, M.D.** or any successor Medical Director shall at all times be the Medical Director and shall be responsible for oversight of any other physicians providing Services if applicable at any time during the Agreement.

3. **Compensation**.

3.1 Compensation Structure. Company will pay Group for the performance of the Services the sums set forth in Schedule 1. Company shall only be obligated to compensate Group for Services rendered

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through the date this Agreement expires or is terminated.

3.2 Adjustment. In the event that Company consents to an appointment of a successor Medical Director, not currently listed on Schedule 1 (not a Preapproved Physician), the compensation set forth in Schedule 1 shall be subject to modification based on Company's assessment of the successor Medical Director's qualifications and DaVita's then-current policies and procedures for fair market value medical director compensation if deemed appropriate by Company. Any non-Preapproved Physician appointment change and any change to the compensation based on a non-Preapproved Physician appointment shall be memorialized in an amendment duly executed by the parties, including only those modalities that are applicable.

In the event that Company discontinues a modality such as the in-center hemodialysis services, the PD Program or the Nocturnal Shift at Center, the compensation set forth on Schedule 1 shall be reduced accordingly. Further, in the event that Company, through audit or review, determines that a particular modality had no patients or active treatment activity within a particular period of time, Company retains the right to suspend payments for such modality until such time as Center may have active patients and activities related to such services. In general, Company will audit for compliance and patient activity in areas such as peritoneal and home hemodialysis. Any adjustment to the compensation under this paragraph shall be memorialized in writing.

3.3 Payment. Medical Director shall submit an itemized invoice, in a form reasonably acceptable to Company, dated no earlier than the first day of the month following the month in which the Services being invoiced were rendered, to the Division Vice President for the division of Company in which Center is located. Each such invoice must be accompanied by an attestation in a form provided by Company that the terms and conditions of this Agreement were fully satisfied by the Medical Director during such month and shall be signed by the Medical Director. Company shall review the invoice and pay any amounts not disputed in good faith within 30 days of receipt of such invoice. If any disputed item cannot be resolved by the parties within 15 days after payment of the undisputed amount, the parties shall submit to the dispute resolution process set forth in Section 14.2 below. Company may deduct from the amount due the fair market value of any Services set forth in Exhibit B not performed by Medical Director in any given month and any other unpaid amounts owed by Group, Medical Director or any physician employee, member or shareholder of Group to Company under this Agreement or any other written agreement among such parties provided that Company shall first provide notice to Group of its intention to deduct such amounts and give Group an opportunity to provide evidence of entitlement to full payment.

3.4 Fair Market Value. The parties agree that the compensation provided under this Agreement has been determined based on arm's-length bargaining between the parties and reflects fair market value for the Services to be furnished by the Medical Director. Furthermore, the compensation 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 Center or between the parties for which payment may be made in whole or in part under Medicare, Medicaid, or any federal or state health care program or under any other third party payor program. At the time of any amendment of this Agreement, the parties shall ensure that the compensation paid hereunder continues to reflect Company's internal compliance policies regarding fair market value of the Services being provided and shall adjust compensation as necessary.

4. Duties, Responsibilities, and Conditions; Exclusive Use of Center Resources.

4.1 Duties, Responsibilities, and Conditions.

4.1.1 Services. Medical Director shall have the duties and responsibilities set forth in **Exhibit B**. The Governing Body of Center shall retain ultimate authority and responsibility for the

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standards of, and procedures and practices for, the care provided by Center. Medical Director shall maintain unrestricted privileges at Center and shall be a voting member of the Governing Body. Copies of the Governing Body Bylaws and the Medical Staff Bylaws (together, the "Bylaws") have been or will be made available to Medical Director and will be a part of Center operations and available for viewing at all times by Group management. In the event of a governmental survey, Medical Director shall be present and participate, or arrange for a duly qualified physician to be present and participate, in assisting and providing the government agent with any requested information. Expenses associated with attending any DaVita-sponsored educational meetings will be provided or reimbursed by DaVita in accordance with applicable DaVita policies.

4.1.2 Covering Medical Directors. In the event of any temporary absences that would prevent Medical Director from meeting the requirements of **Exhibit B**, Medical Director shall notify the Center administrator in writing in advance of such absences, and Medical Director shall arrange for a Covering Medical Director to perform the Services. Any absence in excess of 21 consecutive days or 30 days within any 60 day period shall require Company's prior written consent, which shall not be unreasonably withheld. Each Covering Medical Director shall be deemed to be an agent or employee of Medical Director, and Company shall have no responsibility for compensating the Covering Medical Director or supervising the Covering Medical Director, other than that responsibility retained by the Governing Body of Center under **Exhibit B**. Each Covering Medical Director shall: (1) meet the Medical Director Qualifications, (2) meet all Company criteria for membership on the Center's medical staff, and (3) be duly approved by the Governing Body of the Center prior to performing Services pursuant to this Agreement. Group shall ensure that Covering Medical Director complies with the terms of this Agreement. Once approved, a Covering Medical Director also can provide routine on-call coverage for Medical Director; provided, however, that Covering Medical Director shall give the Center administrator advance notice of Covering Medical Director's on-call schedule and necessary contact information.

4.2 Exclusive Use of Center Resources. The Center and its supplies, equipment, and non-physician employees shall be utilized by Medical Director solely and exclusively for providing the Services. Except as otherwise agreed in advance in a written agreement setting forth the applicable terms and conditions, which complies with applicable regulatory requirements, and which is duly executed by both parties, no portion of the Center, its supplies or equipment, or the time of any Company employee or contractor shall be utilized by Medical Director or any such Related Physician as agreed upon for the general practice of medicine, invoice preparation, or for any other purpose not expressly set forth in this Agreement. Company may deduct from the compensation payable under this Agreement the fair market value of Company space, facilities, supplies, equipment, time of non-physician staff, or any other item or service actually utilized by Medical Director or any Related Physician for the general practice of medicine or for any other purpose not expressly set forth in this Agreement, provided that Company shall first provide notice to Group of its intention to deduct such amounts.

5. Compliance.

5.1 Compliance. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state, and local law, including without limitation the Anti-Kickback Statute, and certify that no party shall violate the Anti-Kickback Statute with respect to the performance of this Agreement. Notwithstanding any unanticipated effect of any of the provisions of this Agreement, neither party will intentionally conduct itself under the terms of this Agreement in a manner that would violate any such law. Group, Medical Director and each Covering Medical Director shall comply with and ensure that the Center is operated in accordance with:

(a) the Bylaws and all of Company's and DaVita's Policies and Procedures (as defined below) and the Company's and DaVita's Code of Conduct;

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(b) Company's and the community's standards of care;

(c) the requirements of a Medical Director imposed by the Conditions for Coverage Section 42 C.F.R. §494.150 et. seq. as may be amended from time to time;

(d) all clinical initiatives of Company and DaVita and initiatives by DaVita's Office of Chief Medical Officer;

(e) all Company and DaVita compliance initiatives and initiatives by DaVita's Chief Compliance Officer, including audits, internal reviews, investigations, protocol monitoring documentation programs, education, and other related initiatives;

(f) all applicable laws, regulations and governmental standards relating to licensing, certification, and operation, including without limitation any federal and state ESRD programs, the disclosure requirements and self-referral prohibitions of the Federal Ethics in Patient Referrals Act, 42 U.S.C. §1395nn (known as the "Stark Law") and any applicable state self-referral laws, the anti-fraud and abuse statute, 42 U.S.C. §1320a-7b(b) (known as the "Anti-Kickback Statute") and any applicable state anti-kickback laws;

(g) HIPAA, including Privacy and Security Standards;

(h) any other applicable federal and state laws; and

(i) Company's and DaVita's corporate compliance program (including, but not limited to, its HIPAA Policies, Code of Conduct, and Policies and Procedures).

Group, Medical Director and each Covering Medical Director shall participate in and complete on an annual basis compliance training (online and otherwise) that Company provides to such parties on an annual basis. The compliance training shall include training on Company policies and procedures designed to ensure compliance with relevant Federal health care program requirements that are applicable to the activities of such parties as required by this Agreement ("Policies and Procedures"), the Company's compliance program, and the Company's Code of Conduct. At least one hour of compliance training will discuss the Anti-Kickback Statute and provide examples of arrangements that potentially implicate the Anti-Kickback Statute. Company shall provide copies of the Policies and Procedures and the Code of Conduct in electronic or hardcopy form as part of the compliance training or in advance of the training. If, after reasonable notice from Company, Group or any required Physician refuses to participate in the annual compliance training, Company shall send 30 days' written notice to Group and thereafter may withhold payment of fees under this Agreement until such training is completed. If such training is not completed within a reasonable time thereafter, it shall be considered a breach of this Agreement subject to the remedies contained in Section 12.2.5.

Group, Medical Director and each Covering Medical Director shall certify in writing or electronic form that each party has received, read, understood and shall abide by the Company Code of Conduct and shall complete and return such certification to Company.

Group, Medical Director and each Covering Medical Director shall also provide reasonable access to billing documentation, participate in contract and claims audits, and other aspects of Company's and DaVita's compliance program, and, upon request, cooperate and assist during any internal compliance review, investigation, monitoring protocol and/or audit. In addition, Group shall enter into and comply with the obligations set forth in the Business Associate Agreement attached hereto as Exhibit C and incorporated herein by reference. Group shall ensure that all persons who perform Services under this Agreement adhere

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to the terms of this Section 5 throughout the Term.

5.1.1 Notification. Group shall immediately notify DaVita's Chief Compliance Officer of any violation of any applicable law, regulation, third party payor requirement, or breach of Company's or DaVita's compliance program, Code of Conduct, or Policies and Procedures of which Group or its employees or agents become aware of during the Term. Group shall instruct its employees and agents working in or with Center of this obligation.

5.1.2 Cooperation. Group shall cooperate with Company in responding to or resolving any complaint, investigation, inquiry, or review initiated by a governmental agency, Company, or otherwise. Group shall cooperate with any insurance company providing coverage to Company in connection with the foregoing.

5.2 Non-Exclusion.

Group and Medical Director represent and warrant to Company that neither Group, Medical Director, nor any of their employees, officers, directors, equity owners, or Affiliates: (a) is or has been excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b(f), for the provision of items or services for which payment may be made under such federal health care programs and is not currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal procurement or nonprocurement programs; (b) has arranged or contracted (by employment or otherwise) with any employee, contractor, or agent that such party or its Affiliates know or should know is excluded from participation in any federal health care program to provide items or services hereunder; or (c) has been convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

In the event that any of (a)-(c) above has occurred, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.

5.2.1 Group and Medical Director further represent and warrant to Company that no Final Adverse Action has occurred, is pending or, to Group's and Medical Director's knowledge, is threatened against Group, Medical Director, Preapproved Physician, or any of their Affiliates or, to their knowledge, against any employee, contractor, or agent engaged to provide items or services under this Agreement. "Final Adverse Action" shall mean any of the following involving Group, Medical Director or any other physician affiliated with Group or Medical Director: (a) any final civil judgments in federal or state court related to the delivery of a health care item or service; (b) any federal or state criminal convictions related to the delivery of a health care item or service; (c) any final actions by federal or state agencies responsible for the licensing and certification of health care providers, suppliers, and licensed health care practitioners, including: (1) formal or official actions, such as revocation or suspension of a license (and the length of any such suspension), reprimand, censure, or probation; (2) any other temporary or final loss of license or the right to apply for, or renew, a license of the provider, supplier, or practitioner, whether by operation of law, voluntary surrender, non-renewability, or otherwise; (3) any other negative action or finding by such federal or state agency; or (d) exclusion from participation in any federal or state health care programs, being listed as an excluded provider or banned contractor by the United States Department of Health and Human Services Office of Inspector General or United States General Services Administration, or being listed in the Office of Foreign Assets Control's "Specially Designated Nationals and Blocked Persons" list. The term "Final Adverse Action" does not include any action or judgment solely with respect to a professional malpractice claim.

5.2.2 During the Term and for a period of 6 years following the Term, Group and Medical Director shall notify Company of (a) any Final Adverse Action or basis for a Final Adverse Action

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that relates to or arises from actions occurring during the periods prior to and during the Term or relating to the Services, or (b) any complaint, investigation, inquiry, or review by any governmental agency or third party payor relating to or arising from actions occurring during the periods prior to and during the Term or relating to the Services. Such notice shall be provided within 2 business days of learning of the event giving rise to such notice and shall include a description of the matters at issue.

6. **Indemnification and Insurance**.

6.1 Indemnification. Absent malfeasance or gross negligence by the Medical Director, Company shall indemnify Medical Director and Covering Medical Director for the provision of Services provided in accordance with the terms of this Agreement. Each party shall be free from all liability and claims for damages from any cause or causes whatsoever arising out of or through the negligence, fraud, or other misconduct of any other party or its respective agents, independent contractors, or employees. Each party hereby covenants and agrees to indemnify, defend, and hold harmless any other party from any and all liability, losses, costs, obligations, and expenses, including reasonable attorneys' fees, which the party may incur as a result of the negligence, fraud, or other misconduct of any other party, or its respective agents or employees, or the breach by any other party of its respective obligations under this Agreement, including but not limited to, breaches of Sections 5, 7, 8, 9, 10, 11, and/or 14.5. In addition to the foregoing, Group and/or Medical Director hereby agree to indemnify and defend the other parties for any liability arising from the actions, acts, or omissions of the Medical Director and any Covering Medical Director in providing professional medical services to patients other than in the capacity as Medical Director or Covering Medical Director.

6.2 Insurance.

6.2.1 Company's Coverage. Company shall maintain during the Term, at Company's own expense, general and professional liability insurance with a minimum annual coverage limitation of $250,000 per occurrence and $750,000 in the aggregate, or such higher coverage as may be required by law. Such coverage may be provided through policies obtained from third party insurance carriers or through a program of self-insurance. Within 30 days of a written request from Group, Company shall produce documentation substantiating the existence of such insurance. The parties acknowledge and agree that the insurance coverage maintained by Company in accordance with this Section 6.2.1 shall cover Medical Director or Covering Medical Director for the Services that Medical Director or Covering Medical Director is providing pursuant to this Agreement, but shall not extend to any claims of professional malpractice against Group, Medical Director, any Preapproved Physician, or to any Preapproved Physician's private practice of medicine. Company shall maintain workers' compensation insurance in accordance with statutory limits.

6.2.2 Group's Coverage. Group shall maintain during the Term, at Group's expense, policies of professional and general liability insurance covering Group, Medical Director, Preapproved Physician, and Group's employees and agents. Such insurance shall insure against liability for damages caused by the acts or omissions of Group, Medical Director, Preapproved Physician, and employees and agents in the performance of their respective professional practices of medicine. Such coverage shall include, but not be limited to, professional liability insurance with a minimum annual coverage limitation of $250,000 per occurrence and $750,000 in the annual aggregate, or such higher coverage as may be required by law. In addition, Group shall ensure that each Covering Medical Director (at Covering Medical Director's own expense) maintains the professional and general liability insurance coverage described in this Section 6.2.2. Such policy or policies shall specifically cover Group, Medical Director, Preapproved Physician, or Covering Medical Director, as applicable, and name Company as an additional insured, if such a provision is allowed by Group's or Covering Medical Director's insurance carrier and such additional insurance coverage is requested by the Company. If requested by Company Group shall provide

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Company with documentation substantiating the existence of such insurance and, if applicable, the rating of the insurance carrier. Group shall maintain workers' compensation insurance in accordance with statutory limits. Group's Coverage shall be with an insurance carrier that maintains an A.M. Best rating of "A-" or higher.

7. **Confidentiality**. Group and Physician acknowledge and agree as follows:

7.1 Limitations on Use and Disclosure of Confidential Information.

7.1.1 No Restricted Person will use Confidential Information for any purpose except as necessary to provide Services or will disclose, Directly or Indirectly, any Confidential Information in any manner whatsoever, in whole or in part, without the prior written consent of Company. Group shall ensure that each Restricted Person is aware of and agrees to the limitations on the use and disclosure of Confidential Information set forth in this Section 7. Group, Physician and each other Restricted Person shall promptly notify Company of any breach of this Section 7 which becomes known to such Restricted Person. For the avoidance of doubt, this Section 7 prohibits disclosure of Confidential Information to any third party whether or not permitted by applicable law, regardless of whether the Restricted Person is compensated by such third party.

7.1.2 If a Restricted Person is requested or required, in connection with any proceeding, to disclose any Confidential Information, such Restricted Person shall give Company prompt notice of such request or requirement so that Company may seek an appropriate protective order or other remedy and/or waive compliance with the provisions of this Section 7, and the Restricted Person will cooperate with Company to obtain such protective order. In the event that such protective order or other remedy is not obtained or Company grants a waiver, the Restricted Person will furnish only that portion of the Confidential Information which, in the written opinion of Company's counsel, is legally required to be disclosed and the Restricted Person will use best efforts to obtain assurances that the information will be treated as confidential. The confidentiality provisions of this Agreement shall be effective as of the Date of Last Signature.

8. Records.

8.1 Removal of Records or Charts. Patient records or charts may not be removed from Center premises at any time. Unauthorized removal of said records or failure to immediately return said records after notice shall be a material breach of this Agreement and, in addition to all other legal and/or equitable remedies available to Company, constitute grounds for immediate suspension and/or termination of Medical Director by Company.

8.2 Record Review and Retention.

8.2.1 Each party shall permit, and shall ensure that any subcontractor permits, the United States Department of Health and Human Services and General Accounting Office to review appropriate books and records relating to the performance of this Agreement to the extent required under Section 1861(v)(1)(I) of the Social Security Act, 42 U.S.C. Section 1395x(v)(1)(I), or any successor law or regulation for a period of 4 years following the Termination Date. The access shall be provided in accordance with the provisions of 42 C.F.R. Part 420, Subpart D.

8.2.2 If Medical Director carries out any of the duties of this Agreement through a subcontract, with a value or cost of $10,000 or more over a 12 month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of 4 years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written

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request to the Secretary of the United States Department of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of the costs incurred pursuant to such subcontract. In addition, the subcontract shall require the related organization to comply with and be bound by Company's privacy, compliance, and record retention policies.

8.2.3 Group and/or Medical Director shall notify Company immediately of the nature and scope of any request for access to books and records described above and shall provide copies of any books, records, or documents to Company prior to the provision of same to any governmental agent to give Company an opportunity to lawfully oppose such production of documents. In addition, Group, Physician, and Medical Director shall indemnify and hold Company harmless from any liability arising out of any refusal by Group, Medical Director, or its subcontractors to grant access to books and records as required above. Nothing herein shall be deemed to be a waiver of any applicable privilege (such as attorney-client privilege) by Company.

9. No Conflicts.

Each of Group, Physician and Medical Director represents, warrants, and covenants to Company that, as of the Date of Last Signature and throughout the Term, each Preapproved Physician and/or Medical Director: (a) is not a party to, and shall not become a party to, any other medical director agreement, consulting agreement, or other agreement that would be prohibited under Section 10; (b) is and shall remain under no obligation or commitment, contractual or otherwise, that would prohibit or prevent it, him, or her from entering into or performing under this Agreement; (c) has no financial relationships with any vendors or suppliers of goods or services to providers of Dialysis Services which would cause a breach of Section 10; and (d) is and shall remain free to enter into and perform all of its, his, or her respective duties and obligations under this Agreement. Without limiting the foregoing or any of the provisions of Section 11, during the Term, neither Group nor Medical Director shall join any medical practice or permit any other physician to join Group or Medical Director's practice if such affiliation would result in a breach of any of the foregoing representations, warranties, and covenants. Company is entering into this Agreement based upon the representations and warranties of Group, Physician and/or Medical Director, including the representations and warranties that such parties are free to enter into and perform under this Agreement as of the date of last signature and shall remain free to perform under this Agreement from such date through the end of the Term.

10. Non-Competition and Non-Solicitation.

10.1 Non-Competition.

10.1.1 Group, Medical Director and any Related Physician acknowledge that each will be exposed to valuable Confidential Information of Company and will participate at Company's expense in building and maintaining its goodwill with employees, vendors, and others. Group, Medical Director, and any Related Physician further agree that Company and Center will suffer serious, irreparable, competitive injury if Group, Medical Director, and/or any Related Physician were to engage in any business or activities in competition with Company or Center.

10.1.2 Group, Medical Director and any Related Physician covenant and agree that each shall not during the Restricted Period, Directly or Indirectly, take or prepare to take any action that results in or may reasonably be expected to result in owning (other than as a passive shareholder of less than a 2% interest in a public company), operating, managing, leasing, extending credit to, engaging in or preparing to engage in, being employed by, or otherwise participating in (including, without limitation, as a medical

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director, contractor, consultant, or employee) Dialysis Services or the business of any Competitor, in the Restricted Area other than in connection with rendering Services under this Agreement or any other agreement with Company or its Affiliates.

"**Dialysis Services**" shall mean all dialysis and renal care services and related services, including but not limited to, hemodialysis, acute dialysis, apheresis services, peritoneal dialysis of any type, in-center hemodialysis, dialysis related laboratory and pharmacy services, the provision of home dialysis services and supplies, administration of dialysis-related pharmaceuticals (including, without limitation, EPO, Aranesp, iron supplements, vitamin D supplements, or other products related to the treatment of anemia and secondary hyperparathyroidism) to ESRD patients or to patients treated in an acute care hospital due to temporary kidney failure, and any other service or treatment for persons diagnosed as having ESRD, including any dialysis or renal care service provided in a hospital. The Restricted Period and the Restricted Area are set forth in Schedule 1. All other capitalized terms contained in this Agreement are defined within **Exhibit A**.

10.1.3 Section 10.1.2 shall not prevent Group, Medical Director and any Related Physician from being employed, engaged, or otherwise affiliated with a subsidiary, division, affiliate, or unit of a company or other business if the subsidiary, division, affiliate, or unit is not engaged in Dialysis Services, irrespective of whether some other subsidiary, division, affiliate, or unit of such entity engages in Dialysis Services (as long as Group, Medical Director or such Related Physician does not engage, Directly or Indirectly, in Dialysis Services of such other subsidiary, division, affiliate, or unit).

10.1.4 Section 10.1.2 shall not prevent Group, Medical Director and/ any Related Physician from engaging in the professional practice of nephrology or prevent Group, Medical Director, or any Related Physician from exercising sound, professional medical judgment, including with respect to a patient's right to choose where he or she desires to receive dialysis.

10.1.5 For the avoidance of doubt, nothing in this Section 10 shall prohibit Group, Medical Director, or any Related Physician from engaging in managed care contracting as a participating provider of professional services or otherwise so long as such relationship does not (a) provide such party with remuneration related or attributable, Directly or Indirectly, to Dialysis Services, or (b) involve such party contracting with any person or entity that, Directly or Indirectly, is owned, managed, operated or controlled by, or affiliated with any person or entity (other than Company) that provides Dialysis Services.

10.2 Non-Solicitation. Group, Medical Director and any Related Physician further agree that each shall not, during the Restricted Period, Directly or Indirectly, take any action that constitutes, results, or may reasonably be expected to result in:

10.2.1 Soliciting the termination of, diverting, or interfering with any relationship that Company has with any person or entity who is an independent contractor, supplier, or provider to Company; or

10.2.2 Soliciting, inducing, or encouraging any person (who is presently, or within the most recent 12 month period, affiliated with or employed by Company or an Affiliate of Company) to curtail or terminate such person's affiliation or employment with Company or at a Center.

10.3 Interpretation. Nothing in this Agreement shall:

10.3.1 Require any party to this Agreement to treat patients at or refer any patients to, Center or any Affiliate of Company, whether during or after the Term.

10.3.2 Prevent Physician from administering medical services to pre-ESRD patients.

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10.3.3 Prevent Parampreet Ghuman, M.D. from being medical director for Puget Sound Kidney Center ("PSKC"), located at 809 31st Street, Anacortes, WA 98221-3401, under such physician's current agreement with PSKC (or such center's legal owner entity), for medical director services for the in-center hemodialysis program and the peritoneal dialysis program at such center.

10.3.4 Prevent either Chiajen Kuan, M.D. or Parampreet Ghuman, M.D. from providing medical director services at Skagit Valley Kidney Center, located at 208 S. 14th Street, Mount Vernon, WA.

10.4 Modification. If any restriction contained in this Section 10 is held by any court to be unenforceable or unreasonable as a matter of law as to time, geographic area, or business limitation, the parties agree that such restriction shall be and hereby is reformed to the maximum time, geographic area, or business limitation permitted by applicable laws and that any court of proper jurisdiction may issue all orders necessary to accomplish such reformation.

10.5 Necessary and Reasonable. The parties acknowledge that the restrictions set forth in this Section 10 are reasonable and necessary to protect the legitimate business interests of Company, including but not limited to Company's interest in protecting its Confidential Information and its investment in the development of goodwill at Center, and that Company would not have entered into this Agreement in the absence of such restrictions.

10.6 Joinder. Group, Medical Director and Physician shall ensure that each person who is a Related Physician as of the date hereof and who is not a signatory to this Agreement has executed a Joinder as of the Date of Last Signature. Group, Medical Director and Physician shall ensure that each person who becomes a Related Physician during the Term or during the Restricted Period executes the Joinder upon becoming a Related Physician. Group shall notify Company promptly of new Related Physicians so that compliance with the joinder process may be monitored. The parties agree that Company shall not process any application by a Related Physician for credentials to join the medical staff of Center until such Related Physician executes the Joinder.

10.7 Notice. Group and Medical Director shall promptly provide notice to Company of any direct or indirect attempt by any person or entity to solicit or induce Group, Medical Director and/or any Related Physician to breach this Section 10 or to take any action that could reasonably be construed or interpreted to be a breach of this Section 10.

11. Assignment.

11.1 No Assignment. Group, Medical Director and any Related Physician shall not, Directly or Indirectly, assign or otherwise transfer this Agreement, or any rights, obligations, or interest in this Agreement without the prior written consent of Company, which may be withheld in Company's sole discretion. Upon any assignment, Group, Medical Director and any Related Physicians shall continue to be bound by those provisions which survive termination, including but not limited to Sections 5, 6, 7, 8, 10, 11, 14.2, and 14.3, after such assignment is completed and upon the agreement by the transferee, in writing, to assume all of the transferring party's obligations under this Agreement, except as noted herein where a Related Physician whose relationship or affiliation with the Group ends prior to the Agreement terminating and his or her Restricted Period ends on the 2nd Anniversary after such affiliation with the Group ends.

11.2 No Series of Transactions. In the event that Group, Medical Director or any of the Related Physicians desire to sell, transfer or issue more than 50% of the equity or other interest in Group, or to sell or transfer 50% or more of the assets of Group, whether in a single transaction or series of related transactions, Group shall provide Company with notice at least 180 days prior to such sale. Company may,

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in its sole discretion, terminate this Agreement at any time within such 180 day period. In the event that Group fails to provide Company with such 180 days' notice, Company shall have the right to terminate this Agreement upon learning of such transfer or proposed transfer, and to seek such other remedies as may be available in law or equity.

11.3 No Subcontracting. Group, Medical Director and any Related Physicians shall not subcontract to provide Services under this Agreement without the prior written consent of Company, which may be withheld in Company's sole discretion.

11.4 Company's Right to Assign. Company shall be permitted, without the consent of Group, Medical Director or any Related Physician, to assign or otherwise transfer this Agreement or any of its rights hereunder.

12. Termination. This Agreement shall be terminated upon the expiration of the Term or as provided in this Section 12.

12.1 Termination by Group. Group may terminate this Agreement prior to expiration of the Initial Term or any Renewal Term upon notice to Company specifying the Termination Date, for any of the following reasons:

12.1.1 A failure by Company to pay any undisputed compensation due under this Agreement within 30 days of Company's receipt of notice from Group, Medical Director Related Physician and/or Physician.

12.1.2 Upon the revocation of Center's Medicare certification provided that Group provides Company 30 days' advance notice detailing the problems resulting in such revocation, unless such problems are cured within such 30 day period, or such longer period as Company may determine in its sole discretion is appropriate, or unless such revocation is due in whole or in part to acts or omissions of Group, Medical Director, Physician or a Related Physician.

12.1.3 Any other material breach of this Agreement by Company, provided that Group provides Company 30 days' advance notice detailing such breach and such breach is not cured within such 30 day period or, if Company is actively engaged in attempting to cure such breach and such breach cannot reasonably be cured in 30 days, then Company shall have such longer period as is reasonably required to cure the breach.

12.1.4 Upon the filing of a case by or against Company under the Bankruptcy Code which is not stayed or terminated within 30 days.

12.1.5 Upon the exclusion of Company from any federal healthcare program, as defined under 42 U.S.C. §1320a-7b(f), provided that Group provides Company 30 days' advance written notice, unless such problems are cured within such 30 day period, or such longer period as Group may determine in its sole discretion is appropriate, or unless such exclusion is due in whole or in part to acts or omissions of Group, Medical Director, a Preapproved Physician or a Related Physician.

12.2 Termination by Company. Company may terminate this Agreement prior to expiration of the Initial Term or any Renewal Term upon notice to Group and/or Physician and Medical Director, specifying the Termination Date, for any of the following reasons:

12.2.1 For Misconduct. "Misconduct" means the occurrence of any of the following:

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(a) Misconduct of either a personal or professional nature, including, without limitation, violation of the Bylaws or any applicable laws or regulations, or Company's or DaVita's policies or procedures, by Medical Director or a Covering Medical Director, which in Company's reasonable opinion interferes with Medical Director's or Group's ability to fulfill their obligations under this Agreement directly or through said Medical Director or Covering Medical Director, unless with respect to such misconduct by Medical Director or a Covering Medical Director, Group immediately removes such physician and appoints another Preapproved Physician or other qualified replacement approved by Company in its sole discretion;

(b) the revocation or suspension of any medical license of Medical Director or a Covering Medical Director, or the restriction or elimination of practice privileges of Medical Director or a Covering Medical Director at the Center for any reason set forth in the Bylaws and other rules for practice privileges at the Center, or the restriction or elimination of privileges of Medical Director or a Covering Medical Director at any hospital for any reason related to the quality of the patient care provided by Medical Director or said Covering Medical Director, unless Group immediately removes such physician and appoints another Preapproved Physician or other qualified replacement approved by Company in its sole discretion;

(c) any felony charge, indictment, or conviction of Medical Director or a Covering Medical Director, or any charge, indictment, or conviction involving moral turpitude of Medical Director or a Covering Medical Director, unless Group immediately removes such physician and appoints another Preapproved Physician or other qualified replacement approved by Company in its sole discretion;

(d) any failure by Medical Director or a Covering Medical Director to correct other acts or omissions which, in Company's reasonable opinion, interfere with the normal conduct of Center's operations in accordance with Company's or DaVita's policies and procedures, including endangering patient care or interfering with teammate welfare, unless Group immediately removes such physician and appoints another Preapproved Physician or other qualified replacement approved by Company in its sole discretion;

(e) as contemplated in Section 8, the unauthorized removal of records from Center by Medical Director, Covering Medical Director, or any of Group's other agents or employees or other noncompliance with Section 8;

(f) the unlawful alteration or falsification of the Center's records;

(g) the failure of Group, Medical Director or a Covering Medical Director to secure or maintain the insurance required under Section 6;

(h) upon the breach or threatened breach of Section 10;

(i) upon an unauthorized assignment of this Agreement by Group, Physician, and/or Medical Director in violation of Section 11; or

(j) upon the occurrence of a Final Adverse Action.

12.2.2 Upon the death or disability of Medical Director. Upon the death of the Preapproved Physician serving as Medical Director and Group's failure to immediately appoint a Covering Medical Director and thereafter permanently name another Preapproved Physician within 30 days after such Physician's death or upon the occurrence of a disability of a permanent nature which, in the reasonable opinion of a physician appointed by Company, would interfere with such Physician's ability to serve in the capacity of Medical Director, unless Group immediately removes such disabled Physician and appoints a

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Covering Medical Director, and thereafter designates another Preapproved Physician within 30 days after determination of disability. Group or the disabled Physician shall notify Company at the onset of any such disability, provided, however, that a failure to do so shall not deprive Company of its rights under this Section 12.2.2.

12.2.3 Upon Group's, Physician's and/or Medical Director's failure to cause Covering Medical Director to cease performing duties as permitted under this Agreement within 15 days of notice from Company detailing Company's concerns with Covering Medical Director's performance unless Group and Medical Director address such concerns to Company's satisfaction before the end of such 15 day period.

12.2.4 Upon the dissolution of Group and/or Physician's medical practice or upon appointment of a receiver or custodian to take possession of all or any material part of the assets of Group, Physician and/or Medical Director, a general assignment by Group, Physician or Medical Director for the benefit of Group's, Physician's or Medical Director's creditors, or the filing of a case by or against Group, Physician or Medical Director under the Bankruptcy Code which is not stayed or terminated within 30 days.

12.2.5 In the event of any other material breach of this Agreement by Group, Physician, a Related Physician, Medical Director or a Covering Medical Director, provided that Company provides Group, Physician and/or Medical Director 30 days' advance notice detailing such breach and such breach is not cured to the satisfaction of Company, in its sole discretion, within such 30 day period or, if Group, Physician or Medical Director is actively attempting to cure such breach and such cure cannot reasonably be accomplished within said 30 day period, then such longer period as Company may determine in its sole discretion is appropriate.

12.2.6 In the event that Medical Director is absent from Center for any reason for more than 21 consecutive days or for more than 30 days within any 60 day period without the prior approval of Company; or the Medical Director's residence or clinical office is not within a reasonable proximity of Center as determined by Company to ensure Medical Director maintains "On Call" availability and access to Center employees, patients and clinical needs.

12.2.7 In the event that Medical Director fails to comply with Section 13.2.

12.2.8 Upon the termination of Center's business.

12.2.9 In the event that Company does not reopen or relocate Center following an Interruption Event, Company shall terminate this Agreement upon 30 days' prior notice to Group and/or Physician, and the compensation to be paid for Services provided hereunder shall be reduced accordingly.

12.3 Remedies. Upon termination by Group pursuant to Section 12.1.1 or 12.1.3, Group shall be entitled to pursue such legal or equitable remedies as may be available to it to collect its actual and consequential damages suffered as a result thereof. Upon termination by Company pursuant to Sections 12.2.1 through 12.2.7, Company shall be entitled to pursue such legal or equitable remedies as may be available to it to collect its actual and consequential damages suffered as a result thereof.

12.4 Relocation of Center. A Relocation of Center during the Term of this Agreement shall not result in termination of this Agreement.

12.5 Termination Due to a Regulatory Event. Notwithstanding any other provision in this Agreement, Company or Group may terminate this Agreement upon the occurrence of a Regulatory Event, if such Regulatory Event cannot be corrected after each party has made a good faith effort to do so within 10 days after notice thereof by a party. Termination under this Section 12 shall be effective immediately

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upon the expiration of such 10 day period. "**Regulatory Event**" means the occurrence of any of the following: (a) the performance by a party hereto of any term, covenant, condition, or provision of this Agreement that (1) jeopardizes the certification of Center by or under any federal or state ESRD program, or by or under any other regulatory program; (2) is or, in the reasonable opinion of a party's counsel will become, illegal or in violation of any statute, regulation, or ordinance; or (3) does or, in the reasonable opinion of either party's counsel will, result in a reduction in or elimination of the amount or the rate of reimbursement paid to the Center from the Medicare program, any Medicaid program, or any other third party payor program, whether governmental or non-governmental; or (b) the enactment of legislation or issuance of regulations or interpretations thereof, by the federal government or the state government in which Center is located, or the issuance of judicial orders or decrees or governmental ruling or opinion, or any change in the rules and regulations of any third party payment program, or any other similar event which in the reasonable judgment of either party's counsel adversely impacts the operations of the Center or requires Company to divest itself of interests in investments such as the Center or which would result in a reduction in or elimination of the amount of or rate of reimbursement to the Center from the Medicare program or any state Medicaid program or any other third-party payor program, whether governmental or non-governmental.

12.6 Consequences of Termination/Expiration, and Termination of a Related Physician's Relationship with Group.

Upon any termination of this Agreement, the appointment shall terminate and all obligations of Company to Group and all Related Physicians shall immediately terminate, including without limitation all obligations to compensate Group for Services after the Termination Date, except where noted herein where a Related Physician whose relationship of affiliation with the Group ends prior to the Agreement terminating and his or her Restricted Period ends on the 2nd Anniversary after such affiliation with the Group ends. Upon any such termination or expiration of this Agreement, Company shall have no further liability or obligation to Group or Related Physicians of any kind in connection with this Agreement or any relationship established hereby. Upon any such termination or expiration of this Agreement, Group's, Physician's and Medical Director's and Related Physicians' obligations which are intended to survive the termination of this Agreement, including but not limited to those in Sections 5, 6, 7, 8, 10, 11, 14.2, and 14.3, shall survive, but all other obligations shall terminate. If Group's employment of a Related Physician terminates (regardless of the reason for such termination) at any time during the Term, such obligations which are intended to survive the termination of this Agreement, including but not limited to those in Sections 5, 6, 7, 8, 10, 11, 14.2, and 14.3, shall survive. Again, subject to any relief allowable hereunder when Related Physicians depart the Group prior to the Agreement terminating or expiring.

12.7 Termination within First Year. If this Agreement is terminated for any reason within 1 year of the Date of Last Signature then prior to the first anniversary of the Date of Last Signature, Company, Group, Physician and Medical Director will not enter into any agreement with each other for the same or similar Services at Center.

13. Force Majeure; Interruption Event.

13.1 Force Majeure. In the event that any party is prevented from performing or is unable to perform any of its obligations under this Agreement due to any act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of Center, riot, insurrection, material unavailability, or any other cause beyond the reasonable control of the party invoking this Section 13.1, and if such party shall have used commercially reasonable efforts to mitigate its effects, such party shall give prompt notice to the other party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences.

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13.2 Interruption Event. Notwithstanding Section 13.1, in the event of an Interruption Event at any time during the Term and if Company intends to reopen or relocate Center, until such time as Center can be reopened or relocated (the "Interruption Period"), Company may require that Medical Director provide services that Company deems necessary or helpful for Center's reopening or relocation and for Center patients and teammates.

13.3 Compensation Adjustment. The compensation to be paid to Medical Director during the Interruption Period shall be adjusted to reflect the fair market value of the services provided during the Interruption Period and to ensure that it continues to be consistent with Company's then-current policies and procedures for medical director compensation following an Interruption Event.

13.4 Time Sheets. During the Interruption Period, Medical Director shall submit a time sheet on the first day of each month with the invoice described in Section 3. The time sheet shall include a description of services provided and the days and hours worked by Medical Director during the previous month. Hours worked means actual hours worked. Company shall reimburse Medical Director for any reasonable, pre-authorized/pre-approved out-of-pocket expenses incurred by Medical Director in the course of performing services during the Interruption Period if in compliance with the requirements of Company's then-current applicable policies.

14. Miscellaneous

14.1 Governing Law. This Agreement shall be governed by the laws of the State of Washington, without regard to the conflict of laws principles thereof.

14.2 Dispute Resolution. Except for alleged breaches of Sections 7, 8, 9, and 10, any dispute between or among the parties shall be resolved as provided in this Section 14. Nothing in this section shall limit or delay a party's termination rights.

14.2.1 Informal Resolution. Notice of the dispute shall be delivered from one party to the other parties and, thereafter, the parties' business representatives shall meet in person and attempt to resolve the dispute in face-to-face negotiations. This meeting shall occur within 30 days of the time the notice of such dispute is received by the other party.

14.2.2 Resolution Through Mediation. If a dispute is not resolved pursuant to Section 14.2.1 above, the parties shall, within 45 days of the first meeting referred to in Section 14.2.1 above, attempt to settle such dispute by formal mediation. If the parties cannot otherwise agree upon a mediator and the place of the mediation within such 45 day period, the American Health Lawyers' Association shall administer the mediation in the State of Washington. In the event that the mediation does not resolve the dispute, the parties shall be entitled to seek any and all available legal remedies.

14.3 Injunctive Relief. The parties acknowledge that the breach or threatened breach of this Agreement, including Sections 6 through 10 and Section 13, would cause irreparable injury to the injured party that could not be adequately compensated by money damages. Accordingly, the injured party shall be entitled to obtain from any court of competent jurisdiction a restraining order and/or injunction prohibiting a breach or threatened breach of the provisions of this Agreement, in addition to any other legal or equitable remedies that may be available. In the event a party seeks such injunctive or other relief with respect to a violation of this Agreement by another party, the injured party will be entitled to recover the costs of such action, including but not limited to reasonable attorney's fees. The Company agrees and acknowledges it will not enforce any injunctive relief or restraining orders with regard to Section 11.

14.4 Notice. All notices shall be in writing and shall be addressed to each receiving party at the

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addresses set forth in Schedule 1 and shall be (a) delivered by hand or electronic mail, (b) sent by recognized overnight courier, or (c) sent by certified mail, return receipt requested, postage prepaid. Notices shall be deemed effective as follows: (a) if by hand, when delivered and if by electronic mail when received and acknowledged by the recipient by return electronic mail acknowledgment; (b) if by overnight courier, on the next business day; (c) if by certified mail, on the fifth business day.

14.5 Independent Contractor. At all times during the performance of any Services hereunder, Medical Director shall be acting and discharging Medical Director's duties and responsibilities as an employee or equity owner of Group, and Group shall at all times during the Term be acting and discharging its duties as an independent contractor of Company. Company will provide all applicable tax documents to Group and will not withhold any local, state, or federal employment taxes on Group's behalf. Group shall be responsible for paying all taxes due on all amounts paid to it under this Agreement, and for paying all local, state, and federal employment taxes, including unemployment insurance, social security taxes, and local, state, and federal withholding taxes for all employees of Group. Group shall indemnify and hold Company harmless from any failure to pay such taxes, including any interest and penalties assessed against Company. If any taxing authority asserts that Group is not an independent contractor under this Agreement, the parties shall cooperate in addressing such assertion. Neither Group nor any Preapproved Physician shall be considered an employee of Company for any purpose, including for purposes of any Company employment policy or employment benefit plan, or be entitled to any benefits under any such policy or benefit plan. Except as expressly set forth in this Agreement or as may be required by applicable law, Company shall neither have nor exercise any control or direction over the methods by which any Medical Director shall perform the duties hereunder, nor shall Company control how any Medical Director's duties are accomplished, except that such duties shall be performed as required by this Agreement.

14.6 Waivers; Severable Provisions; Headings.

14.6.1 Waivers. The failure of any party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition, and the obligations of such party with respect thereto shall continue in full force and effect.

14.6.2 Severable Provisions. The provisions of this Agreement are severable. The invalidity or unenforceability of any term or provisions hereto in any jurisdiction shall in no way affect the validity or enforceability of any other terms or provisions in that jurisdiction, or of this entire Agreement in that jurisdiction.

14.6.3 Headings. The headings in this Agreement are for convenience and reference only and are not intended to, and shall not, define or limit the scope of the provisions to which they relate.

14.7 Agreement Collectively Prepared by Parties. Each party to this Agreement (a) has participated in the preparation of this Agreement, (b) has read and understands this Agreement, and (c) has been represented by counsel of its own choice (if such party so selects) in the negotiation and preparation of this Agreement. Each party represents that this Agreement is executed voluntarily and should not be construed against any party hereto solely because it drafted all or a portion hereof.

14.8 Entire Agreement; Binding Effect. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all other agreements, including, but not limited to that certain Medical Director Agreement by and among the parties, dated May 17, 2010, either written or oral, among the parties (including, without limitation, any prior agreement among Group, Medical Director, Physician and Company or any of its subsidiaries or affiliates) with respect to the subject matter hereof. This Agreement may be amended only by a writing that is executed by all of the parties.

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Subject to Section 11, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, executors and legal representatives. Renewals of this Agreement may be effected by a writing which sets forth the Renewal Term and compensation during such Renewal Term and is signed by the parties.

14.9 Counterparts; Approval by DaVita as to Form.

14.9.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic signature shall be permitted, except where prohibited by law.

14.9.2 Approval by DaVita as to Form. The parties acknowledge and agree that this Agreement shall be legally binding upon the parties only upon full execution hereof by the parties and by DaVita as to the form hereof.

14.10 Incorporation of Exhibits and Schedules; Priority in Event of a Conflict.

14.10.1 The Exhibits and Schedules attached to this Agreement are incorporated into the Agreement by reference.

14.10.2 In the event of a conflict between the Exhibits, Schedules, and the Agreement, priority of control shall be as follows: Schedule 1; the Agreement; Exhibit A; and other Exhibits and Schedules.

[SIGNATURES FOLLOW]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the Date of Last Signature as defined in Schedule 1.

COMPANY:

TOTAL RENAL CARE, INC., a California corporation

DocuSigned by:
Jason Bosh
BFED2520888641F...
By: Jason Bosh
Its: Division Vice President
Dated: May 12, 2017

GROUP:

C.J. KUAN, M.D., INC., P.S. d/b/a NORTH SOUND KIDNEY PHYSICIANS

DocuSigned by:
C.J. Kuan, M.D.
E491B39F1459405...
By: Chiajen Kuan, M.D.
Its: President
Dated: May 11, 2017
Email Address: Cj.kuan.md@nskpwa.com

PHYSICIANS:

DocuSigned by:
C.J. Kuan, M.D.
E491B39F1459405...
, individually
Name: Chiajen Kuan, M.D.
Dated: May 11, 2017
Email Address: Cj.kuan.md@nskpwa.com

DocuSigned by:
Parampreet Ghuman, M.D.
F9F737B8868B442...
, individually
Name: Parampreet Ghuman, M.D.
Dated: May 12, 2017
Email Address: param.ghuman.md@nskpwa.com

APPROVED AS TO FORM:
DAVITA INC.

DocuSigned by:
Doyna V. Ballew
F953732A721A434...
By: Doyna V. Ballew
Its: Senior Corporate Counsel-Operations

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EXHIBIT A

DEFINITIONS

The terms below shall have the meanings below for the purposes of the Agreement:

TERM	DEFINITION
Affiliate	A person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with a person or entity.
Agreement	This Medical Director Agreement, including all incorporated schedules and exhibits.
BAA	The Business Associate Agreement attached to and incorporated into the Agreement as **Exhibit C**.
Bylaws	The Governing Body Bylaws and the Medical Staff Bylaws.
Center	The facility or facilities identified as such in Schedule 1. Center also shall include the applicable programs identified in Schedule 1.
CMS	The Centers for Medicare and Medicaid Services of the United States Department of Health and Human Services.
Company	The entity identified as such in Schedule 1.
Competitor	Any person, clinic, corporation, partnership, management services organization, proprietorship, independent practice association, firm, entity, or association which engages in or derives any economic benefit from, or is preparing to engage in or derive any economic benefit from, the business of providing, offering, arranging, or subcontracting Dialysis Services.
Conditions for Coverage	The Medicare Conditions for Coverage for End-Stage Renal Disease Facilities at 42 C.F.R. Part 494, as amended from time to time.
Confidential Information	Confidential or proprietary information or trade secrets including (a) any information, in whatever form, relating directly or indirectly to the business of Center, Company or any Affiliate of Company, whether prepared by Company or by any other person, that is, has been, or will be made available to Restricted Persons; (b) the medical and other identifying information, in whatever form, of any patient currently receiving treatment or having previously received treatment at Center, which is compiled by, obtained by, or furnished to any of the Restricted Persons in the course of performing services hereunder; (c) specialized training materials and information to assist Medical Director in the performance of the Services including, but not limited to, information and training in Company's pricing structures and guidelines for the services it provides, Company's cost structure (including, without limitation, profits and margins) for the services it provides, Company's methods of operating, and Company's products and marketing techniques and strategies, Internet strategies, plans, and business models; (d) shift patterns; (e) commercial insurance information; and (f) any of the terms of this Agreement, including without limitation the compensation payable under the Agreement. Confidential Information does not include (a) any information that is or becomes generally available to the public other than as a direct or indirect result of the disclosure of any of such information by any Restricted Person; (b) any information that becomes available to a Restricted Person from a source other than Company, provided that such source is not bound by any contractual or other obligation of confidentiality to Company or any other person with respect to any of such information; or (c) any information previously known to Medical Director, provided such information was not subject to protection by a separate agreement with Company or any Affiliate of Company, and subject to Medical Director's patient privacy and security obligations under Section 5 of this Agreement, and as set forth in the BAA.
Covering Medical Director	A physician who performs Services pursuant to Section 4.1.2 in the event of a temporary absence of Medical Director.
DaVita	DaVita Inc., Company's parent company.
Dialysis Services	"Dialysis Services" shall be defined as set forth in Section 10.1.2.

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Directly or Indirectly	Any and all activities undertaken by, through or on behalf of Group, Physician, Preapproved Physician, and/or any of their Affiliates, and any and all entities with respect to which Group, Physician, Preapproved Physician, and/or any of their Affiliates serves as a contractor, agent, employee, or representative or has a direct or indirect financial interest.
ESRD	An abbreviation for End Stage Renal Disease that means the stage of renal impairment that appears irreversible and permanent, and requires a regular course of dialysis or kidney transplantation to maintain life, which definition is set forth in 42 C.F.R. Section 405.2102. To the extent such regulation is changed or amended, ESRD shall have the meaning set forth in the amended regulation or any successor regulation.
Final Adverse Action	"Final Adverse Action" shall be defined as set forth in Section 5.2.2.
Group	The medical practice employing the Medical Director and identified as such in Schedule 1.
Governing Body	The governing body of Center as set forth in Center's Medical Staff Bylaws.
HIPAA	The Health Insurance Portability and Accountability Act of 1996, and its related regulations, as amended by the federal Health Information Technology for Economic and Clinical Health Act and its implementing regulations, all as may be amended from time to time, including by the future issuance of regulations and guidance by the United States Department of Health and Human Services.
HIPAA Policies	DaVita's health information privacy and security policies and procedures, as currently in effect and as updated from time to time.
Initial Term	The period identified as such in Schedule 1.
Interruption Event	The destruction of Center or a reduction or interruption in Center services due to any force majeure described in Section 14.
Interruption Period	The time period following such Interruption Event until such time as Center is reopened or relocated.
Joinder	The Joinder to the Medical Director Agreement, the form of which is set forth at **Exhibit D**.
Medical Director	A Preapproved Physician duly appointed in accordance with this Agreement to serve as the Medical Director for Center.
Medical Director Qualifications	The following qualifications: (a) be qualified and licensed to practice medicine in the state in which the Center is located; (b) be board-certified by the American Board of Internal Medicine (ABIM) or the American Osteopathic Association (AOA) (or such other certifying organization as approved by Company in writing) in one or more of nephrology, pediatrics, or internal medicine, or to have received a waiver that the certification is not needed and such waiver is approved by Company; (c) have completed a board-approved training program in nephrology; (d) specialize in the treatment of individuals with ESRD; (e) have at least 12 consecutive months of experience or training in the care of patients at ESRD facilities immediately preceding the Commencement Date; and (f) be experienced in the medical administration of ESRD facilities.
Misconduct	"Misconduct" shall be defined as set forth in Section 12.2.1.
PD Program	Program for patients who perform peritoneal dialysis in their homes, when and if offered at the Center.
PHI	Protected Health Information, including but not limited to electronic Protected Health Information as defined in HIPAA.
Physician(s)	The individual(s) designated as such in Schedule 1.
Policies and Procedures	"Policies and Procedures" shall be defined as set forth in Section 5.1.
Preapproved Physician	The specific physician, including the Medical Director, named on Schedule 1, as may be updated from time to time in an amendment signed by the parties.
Regulatory Event	"Regulatory Event" shall be defined as set forth in Section 12.5.
Related Physician	Any physician who is employed by or engaged in medical practice with Group, Medical Director, a Preapproved Physician or any Affiliate thereof, or who is a shareholder, partner, member, or other equity holder of Group, Medical Director, Preapproved Physician, such medical practice, or Affiliate of any of the foregoing
Relocation	The closure of Center and the physical relocation of substantially all staff of Center to another

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	center that is not a then-existing center operated under the same Medicare provider number as the closed Center.
Renewal Term	The period identified as such in Schedule 1.
Restricted Area	The area set forth as such in Schedule 1.
Restricted Period	The period from the Date of Last Signature through the time period set forth in Schedule 1; provided, however, that with respect to any Related Physician who ceases to be a Related Physician during the Term, the Restricted Period shall end on the second anniversary of the date on which such Related Physician ceases to be a Related Physician.
Restricted Person	Group, Physician(s), Medical Director, Preapproved Physician, any Covering Medical Director, any Affiliate of Group, Physician or Medical Director, or any of their respective agents, independent contractors, or employees who receive or have access to Confidential Information.
Services	The duties and responsibilities set forth in **Exhibit B**, together with all other services to be provided by Medical Director under this Agreement.
Term	The period during which this Agreement is in effect, and which shall consist of the Initial Term and any and all Renewal Terms through the date on which the Agreement expires due to non-renewal or is terminated in accordance with the terms of the Agreement.
Termination Date	The date on which this Agreement terminates, whether such termination occurs as a result of the expiration of the Term due to non-renewal or otherwise under the terms of the Agreement.

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EXHIBIT B

MEDICAL DIRECTOR'S DUTIES

At all times during the Term of this Agreement, Medical Director shall maintain professional qualifications and perform responsibilities at the Center in accordance with 42 C.F.R. Part 494 Medicare Conditions for Coverage for End-Stage Renal Disease Facilities which include, but are not limited to, the following:

1. Maintaining Medical Director Qualifications. Medical Director shall:

(a) Be qualified and licensed to practice medicine in the state in which Center is located.

(b) Be board-certified by the American Board of Internal Medicine (ABIM) or the American Osteopathic Association (AOA) (or such other certifying organization as approved by Company in writing) in one or more of nephrology, pediatrics or internal medicine.

(c) Have completed a board-approved training program in nephrology.

(d) Specialize in the treatment of individuals with end stage renal disease ("ESRD") with at least 12 consecutive months of experience or training in the care of patients at ESRD facilities.

(e) Meet any additional qualifications to serve as Medical Director required by the state in which Center is located.

(f) Maintain current credentials and privileges at Center including required re-credentialing consistent with requirements in DaVita's Medical Staff Bylaws.

2. Physical Presence in Center and "On Call" Availability. Medical Director shall:

(a) Be available to provide services as Medical Director at all times Center is open and be available to respond to emergencies on an "on-call" basis 24 hours per day, 7 days per week.

(b) Arrange for a covering physician ("Covering Medical Director") to provide services consistent with Section 4.1.2 "Covering Medical Directors" of the Agreement for temporary absences and communicate such arrangement to the Covering Medical Director, Facility Administrator and Regional Operations Director. Medical Director will provide a Covering Medical Director that meets all of the Medical Director qualifications listed above.

3. Center Clinical and Professional Leadership. Medical Director shall:

(a) Serve as a member of Center's Governing Body as clinical leader. Medical Director must attend and participate in both monthly/regularly scheduled Governing Body meetings and any additional meetings deemed necessary to meet the needs of clinical operations. Medical Director shall be accountable to the Governing Body for the quality and safety of medical care provided to patients.

(b) Lead Facility Health Meetings ("FHM"). Medical Director shall attend and participate in FHM on a monthly basis.

(c) Be accountable for any Associate Medical Directors overseeing other modalities (i.e. PD, HHD).

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(d) Promote adherence to DaVita's Medical Staff Bylaws, the maintenance of a safe working environment and compliance with laws, regulations and Company and DaVita policies and procedures.

4. Patient Admission. Medical Director shall:

(a) Review and approve Center's admissions policy.

(b) Assure patient care providers adhere to Center's admissions policy.

(c) Confirm that prior to dialysis treatment each patient has an initial dialysis prescription, orders for care, and baseline physical and nursing assessments.

(d) Confirm prior to first dialysis treatment that patient can be safely treated in Center.

5. Patient Discharge and Transfers. Medical Director shall:

(a) Review and approve Center's involuntary patient discharge / transfer policy.

(b) Assure interdisciplinary team ("IDT") adheres to involuntary patient discharge / transfer policy.

(c) Direct the IDT, including the attending physician, in the appropriate management of the patient with disruptive behavior, including non-adherence, threatening behavior, or non-threatening behavior. Assure that the IDT properly documents incidents of disruptive behavior, follows DaVita policy and procedure in addressing that patient's behavior, and documents the patient's response in the medical record. Assure that the IDT has completed each of these steps prior to any involuntary discharge or transfer.

(d) Address issues of patient non-adherence with the patient's attending physician and members of Center's IDT (as appropriate) and document discussions.

(e) Review, approve, and sign each involuntary patient discharge or transfer.

6. Patient Rights and Confidentiality. Medical Director shall:

(a) Review and approve Center policies on patient confidentiality to confirm compliance with local, state, and federal guidelines.

(b) Assure that patient confidentiality policies and procedures are followed by Center staff and providers.

(c) Work with Center staff to assure that patients receive confidentiality, respect, and privacy information.

(d) Confirm that Center maintains an internal grievance mechanism and communicates the availability of such mechanism to patients.

(e) Review patient grievances during FHM.

7. Patient Care. Medical Director shall:

(a) Provide general oversight of and have responsibility for the delivery of patient care and outcomes in Center.

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(b) Assure that patients without excludable criteria have been offered referral for transplant and provided information on modality options including withdrawal of dialysis.

(c) Assure the treatment modality is appropriate for the patient during FHM.

(d) Review and confirm availability of suitable patient teaching materials for all self-dialysis modalities for all self-dialysis trainees.

(e) Work with Center staff to provide medically necessary supplies/equipment for patients.

(f) Review and approve Center's patient care policies, guidelines, and protocols.

(g) Assure that patient care policies and procedures are followed by each person who treats patients.

(h) Assist Center in collecting co-morbidity and related clinical information.

(i) Monitor Center's IDT to confirm timely completion, quality, and documentation of patient assessments and patient care plans. In fulfilling this responsibility, Medical Director shall

(i) Assure that patient care meetings occur monthly and are being conducted according to policy.

(ii) Assure attendance and contribution to IDT patient care meetings by Attending Physicians.

(iii) Be involved in the education of patients and IDT.

(iv) Perform periodic assessment of patient clinical performance and compliance with care plans as necessary to ensure compliance with Federal and state requirements for conditions for coverage.

(v) Review patient competency to perform dialysis tasks for self-dialysis modalities in FHM.

(j) Assure Center has a written and fully executed agreement with a certified laboratory.

(k) Confirm that patient charts are in compliance with state advance directive policies.

8. Water and Dialysate Quality. Medical Director shall:

(a) Provide general oversight for the safety and quality of the water used for patient treatments and assure that the system will produce AAMI quality water. In fulfilling this responsibility, Medical Director shall

(i) Work with Center staff to implement an emergency plan should the water not meet AAMI standards.

(ii) Work with Center staff to implement and regularly test emergency plan.

(iii) Work with Facility Administrator and Biomed staff to review and implement Center specific procedures related to the use of a chemical injection system when necessary to maintain pre-treatment water quality.

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(b) Review and approve Center policies on water and dialysate to confirm compliance with federal and state rules and regulations.

(c) Demonstrate working knowledge of the water treatment system installed at Center.

(d) Demonstrate working knowledge of dialysate machines and proportioning ratios.

(e) Review and sign Limulus amebocyte lysate tests and water cultures monthly and assure the existence and completeness of water records and logs.

(f) Monitor effectiveness of water and dialysate processes and procedures through scheduled reviews to identify problems and implement necessary changes related to water and dialysate operations. In fulfilling this responsibility, Medical Director shall oversee audits of water and dialysate procedures, tasks, and logs in accordance with AAMI requirements.

(g) Assure water treatment, storage, and distribution system meets requirements at time of installation.

9. Dialyzer Reprocessing of Hemodialyzers. Medical Director shall:

(a) Determine Center participation in a dialyzer reprocessing program and document such decision in policy and Governing Body minutes.

(b) Review and approve Center policies on the dialyzer reprocessing program to confirm compliance with federal and state rules and regulations.

(c) Work with Center staff to establish a training course for staff performing hemodialyzer reprocessing. In fulfilling this responsibility, Medical Director shall

(i) Approve training manual and confirm materials are current and available to Center staff.

(ii) Assure there is a written document to provide details about the curriculum and address the potential risks to patients and staff members for not following correct procedures.

(d) Certify successful completion of dialyzer reprocessing training by applicable staff and record in trainee's personnel file along with verification of the trainee having received the instruction.

(e) Assure the existence and completeness of reprocessing records to document each dialyzer from first use to discard.

(f) Demonstrate working knowledge of dialyzer reprocessing machine and review output to assure proper functioning.

(g) Monitor effectiveness of dialyzer reprocessing processes and procedures through scheduled reviews to identify problems and implement necessary changes related to dialyzer reprocessing operations. In fulfilling this responsibility, Medical Director shall oversee audits of dialyzer reprocessing procedures, tasks, and logs in accordance with AAMI requirements.

10. Infection Control. Medical Director shall:

(a) Provide general oversight for infection control activities at Center.

(b) Work with Center staff to conduct infection control surveillance and reporting.

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(c) Perform a monthly review of data and identify issues, including but not limited to:

(i) Identified infection control issues at Center.

(ii) Vaccination rates for Hepatitis B, Influenza, and Pneumococcus.

(iii) Incidence of infections at Center.

(iv) Infection control audit reports.

(v) Hepatitis C Virus and Hepatitis B Virus surveillance.

(vi) Vascular Access ("VA") infections and peritonitis in PD program and other serious infections.

(d) Review and approve policies regarding infection control.

(e) Work with Center staff (including corporate assistance as necessary) to conduct and document investigations into infectious diseases and drug resistant organisms. In fulfilling this responsibility, Medical Director shall:

(i) Identify trends that need root cause analysis.

(ii) Direct and monitor remediation at FHM meetings.

(iii) Assure Reportable Infectious Diseases are reported to the State Health Department and validate compliance with Federal, state, Company and DaVita programs.

11. Physical Environment. Medical Director shall:

(a) Work with Center staff to maintain a safe treatment environment.

(b) Assure there is a process for the general oversight of maintenance and that the outcomes of the process are monitored to assure:

(i) Patient care associated equipment (including emergency equipment, dialysis machines and equipment, the water treatment system and dialyzer reprocessing equipment) are maintained and operated in accordance with manufacturer's recommendations.

(ii) Training to staff and patients to manage medical and non-medical emergencies, including periodic drills to evaluate preparedness.

(iii) Annual evaluation of the effectiveness and update of Center's emergency and disaster plans.

(iv) Compliance with applicable fire safety requirements.

12. Safety. Medical Director shall:

(a) Provide general oversight for safety activities at Center.

(b) Review and approve policies regarding safety.

(c) As part of Quality Assessment and Performance Improvement Plan ("QAPI") activities, work with Center staff to monitor potential safety issues at Center, including but not limited to, performance of a monthly review of:

(i) Sentinel events.

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(ii) Adverse patient occurrences.

(iii) Product, equipment, medication notices or recalls.

(iv) Patient grievances.

(v) Occupational Safety and Health Administration and safety checklist.

13. Quality Assessment and Performance Improvement. Medical Director shall:

(a) Lead quality activities at Center.

(b) Review and approve policies regarding quality activities at Center.

(c) Oversee monthly FHM. In fulfilling this responsibility and without limitation as to other requirements of oversight, Medical Director shall

(i) Review quality indicators and outliers.

(ii) Review deaths of Center patients.

(iii) Review patient hospitalizations, discharges, and transfers.

(iv) Review infection control activities.

(v) Review adverse occurrences.

(vi) Review safety issues.

(vii) Review physical systems (water machines, dialyzer reprocessing and physical plant) issues.

(viii) Review Center staff education and training.

(ix) Review patient and Center staff grievances.

(x) Identify trends in patient grievances, determine corrective actions, and incorporate into Center's quality program.

(xi) Identify underperforming Attending Physicians and work with them to develop a plan of correction to improve outcomes.

(xii) Participate in Center based clinical problem solving including development, implementation, and monitoring of corrective action plans to address areas where issues are identified.

(xiii) Develop standard protocols which require blood and dialysate cultures and endotoxin levels be collected in the event of patient adverse reaction(s) during or following dialysis treatment.

(d) Participate in interviews with Medicare Surveyors to clarify any issues identified about Center and staff's practices related, but not limited to, infection control, water and dialysate, dialyzer reprocessing of hemodialyzers and bloodlines, and governance.

(e) Participate and support quality activities at Center and DaVita, including but not limited to:

(i) DaVita quality initiatives.

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(ii) Continuous Quality Improvement ("CQI") projects at Center.

(iii) Facility audits, including both internal audits and external CMS survey audits, and related Corrective Action Plans.

(f) Communicate with Governing Body regarding the quality activity needs identified.

14. Policies and Procedures. Medical Director shall:

(a) Review and participate in discussion regarding policies and procedures which may be created and adopted by the Physician Council and the Company, and work with Center staff to individualize policies to address unique Center situations.

(b) Participate in the development, implementation, and periodic review of Center specific policies and procedures.

(c) Approve, in conjunction with the Governing Body, policies and procedures at Center.

(d) Monitor Center staff and attending physician compliance with policies and procedures.

15. Documentation Maintenance and Retention. Medical Director shall:

(a) Comply with Center's and DaVita's record keeping, review, timing, removal, and retention requirements policies and procedures.

(b) Sign involuntary discharges.

(c) Direct Center staff to document thoroughly and accurately every incident of non-compliance, and facilitate and participate (as appropriate) in any First Letter of Concerns or Formal Patient Care Conferences.

(d) Assure patient medical records are current and maintained in accordance with Center's policies and procedures, Medical Staff Bylaws and applicable regulations, including but not limited to:

(i) Patient plans of care through attending physician participation in IDT care plan meetings.

(ii) Medical history.

(iii) Result of physical examinations and laboratory tests.

(iv) Progress reports prepared by patient care staff.

(v) Complete and legibly signed orders with diagnosis supporting medical justification.

(vi) Discharge summaries.

(e) Work with Center staff to protect the privacy and security of patients' medical record information.

16. Center Staff Education, Training, and Performance. Medical Director shall:

(a) Oversee appropriate orientation of staff to Center and their work responsibilities.

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(b) Review and approve policies, procedures, and materials for clinical training of Center staff.

(c) Review and approve the patient care technician, biomed technician and dialyzer reprocessing training program at Center.

(d) Assure that Center staff members receive the appropriate education and training to competently perform their job responsibilities, including but not limited to the following:

(i) Infection Control.

(ii) Water and dialysate quality.

(iii) Dialyzer reprocessing.

(iv) Emergency preparedness.

(e) Work with Facility Administrator to review and attest to Center staff competency files at least quarterly for existing staff and upon completion of training for new hires and assure that staff members are competent to carry out their assigned duties and follow Center policy regarding expected performance, including review of staff surveys.

(f) Cooperate and participate in Center's and Company's education programs and in-service programs.

(g) Assure appropriate Center staff training and competency is evaluated when problems identified in FHM.

17. Center Medical Staff Education and Performance. Medical Director shall:

(a) Oversee appropriate orientation of medical staff and other providers to Center.

(b) Assure attending physicians are educated on and familiar with Center policies and procedures, clinical benchmarks, guidelines, protocols, and quality processes.

(c) Assure attending physicians

(i) Maintain privileges at local hospitals.

(ii) Provide coverage during absences and inform Center.

(d) Communicate expectations to the medical staff regarding staff participation in improving the quality of medical care provided to Center patients.

(e) Work with Center Governing Body to review and approve practitioner privileging requests at initial appointment, reappointment, and for facility add requests. Ensure that privileging requests are handled timely, within 30-60 days from the request being received from credentialing, as required under the DaVita Medical Staff Bylaws.

(f) Review credentialing files (including applicable board and licensure requirements) of Center medical staff with Facility Administrator at least quarterly and at reappointment.

(g) Assure compliance with state, local, and Company and DaVita requirements regarding the employment and practice of Physician Extenders in Center.

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(h) Assure that attending physicians who maintain privileges at Center are holding patient care meetings consistent with Center's medical staff bylaws.

(i) Counsel in person or in writing any member of the medical staff not complying with Medical Staff Bylaws or meeting Company and DaVita performance standards and requirements, including but not limited to:

(i) Monthly patient rounding.

(ii) Complete and timely documentation, including assessments, progress notes, and care plans.

(iii) Incorporation of the patient record of care in Center medical record.

(j) Act in coordination with Company, the Physician Council, the Credentialing and Peer Review Committee, DaVita's Office of Chief Medical Officer ("OCMO"), Facility Administrator and Governing Body in matters of concern to Center, and participate in the medical staff peer review process as provided for in the Medical Staff Bylaws.

18. Healthcare Provider Liaison and Medical Staff Privileges. Medical Director shall:

(a) Maintain current, unrestricted staff privileges at a healthcare provider (e.g. hospital) that will provide acute hospitalization and back-up to patients of Center.

(b) Assist and participate in quality assurance activities with healthcare providers as requested by Center and healthcare provider.

19. Medical Director Education Programs. Medical Director:

(a) Shall participate in such meetings, education sessions and events as required by Company.

(b) Notwithstanding the foregoing, if new to the medical director role with DaVita

(i) Company recommends completion of the Medical Director Roles & Responsibilities course on DaVita's online learning system.

(ii) Company recommends attendance at one or more of the existing training programs/meetings available to Medical Directors, including, but not limited to DaVita Medical Director Education Program at the annual Physician Leadership Meeting and DaVita specific courses/training for new medical directors.

(1) Medical Director should complete above training within the first 12 months of the Medical Director's term of service.

(c) Complete additional education as required by the Governing Body or OCMO.

(d) For any required training, evidence of course completion must be submitted to the Governing Body for inclusion in Governing Body minutes. For all others, Company recommends evidence of course completion also be submitted to Governing Body.

20. Company Meetings and Committees. Medical Director shall:

(a) Attend administrative meetings with Facility Administrator as reasonably requested by Facility Administrator upon reasonable notice to Medical Director.

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(b) Assure attendance by attending physician at monthly patient care meetings convened for the review of the progress and care of each patient at Center.

(c) Company recommends at least one member of Medical Director's Group attend DaVita Physician Leadership Meeting annually, and certain regional Medical Director Conferences as reasonably scheduled by OCMO. Company also recommends that any members of Medical Director Group that may serve as Medical Director or Covering Medical Director attend Physician Leadership Meeting. Company may, in its sole and reasonable discretion and upon reasonable notice, require attendance at DaVita's Physician Leadership Meeting or any other meetings.

(d) Meet with Company and DaVita personnel as required.

(e) Schedule in advance sufficient time for monthly meetings including FHM, Governing Body, and others as needed.

(f) Cooperate and support reasonable, clearly defined, vendor activities as approved by Company and DaVita and Center's Governing Body in a manner consistent with Center Medical Staff Bylaws.

21. Protection of Confidential Information and Goodwill. Medical Director shall:

(a) Take necessary and appropriate actions to assure that the Confidential Information, as defined in the Agreement, and the goodwill associated with Center's and Company's relationships with patients, employees, vendors, consultants and others, both of which are acknowledged to be of extreme importance and value to Center and Company, are protected and preserved to the maximum extent possible.

(b) Assure that Center staff, consultants and others properly exposed to such Confidential Information and goodwill are trained in effective measures to protect and preserve such Confidential Information and goodwill for the exclusive use of Center and Company, and the importance of and need for such measures.

22. Compliance with Conditions for Coverage, Laws and Regulations, and Company's and DaVita's Compliance Programs. Medical Director shall:

(a) Be familiar with and perform other duties required under and be in compliance with 42 C.F.R. Part 494 Medicare Conditions for Coverage for End-Stage Renal Disease Facilities and other applicable laws and regulations.

(b) Comply with and assure compliance by members of the Medical Staff of Center with Company's and DaVita's established policies and procedures, the Medical Staff Bylaws, and the requirements of 42 C.F.R. § 494.150, as amended from time to time, as well as other applicable state and federal laws and regulations.

(c) Comply with and participate in Company's and DaVita's compliance program, initiatives, policies, training, and Privacy & Security Standards.

(d) Notify DaVita's Chief Compliance Officer of any violation of any applicable law, regulation, third party payor requirement or breach of DaVita's compliance program.

(e) Cooperate with DaVita in responding to or resolving any complaint, investigation, inquiry or review initiated by a governmental agency, or DaVita.

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(f) Communicate exclusion from participation in any federal health care program or knowledge of any Final Adverse Action.

(g) Participate in interviews with Medicare Surveyors to clarify any issues identified about Center and staff's practices related but not limited to infection control, water and dialysate, dialyzer reprocessing of hemodialyzers and bloodlines, and governance.

(h) Review survey reports, both internal and external, and participate as needed in Plans of Correction.

(i) Cooperate with any ESRD Network activities related to Center.

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EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into as of the last date of execution (the "Effective Date") by and between **DaVita Inc.**, by and on behalf of its covered entity subsidiaries, affiliates, and related organizations (collectively, the "Covered Entity"), and **C.J. Kuan, M.D., Inc. P.S. d/b/a North Sound Kidney Physicians** ("Business Associate").

R E C I T A L S

WHEREAS, Covered Entity and Business Associate have entered into an agreement and/or other arrangement (collectively, the "Product or Services Agreement") pursuant to which Business Associate provides products ("Products") and/or services ("Services") to Covered Entity that may require Business Associate to access, create, receive, maintain, or transmit health information that is protected by state and/or federal law; and

WHEREAS, Business Associate will require access to Protected Health Information ("PHI") in connection with providing the Products to or performing the Services for Covered Entity under the Product or Services Agreement; and

WHEREAS, Covered Entity and Business Associate desire to enter into this Agreement to reflect their mutual understanding of the use, disclosure and general confidentiality obligations of Business Associate as it relates and applies to the Product or Services Agreement, as well as to allow Covered Entity and Business Associate to fully comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, the "Privacy Rule" (45 CFR Parts 160 and 164, subparts A and E), the "Security Rule" (45 CFR Part 164, subparts A and C), and the federal "Breach Notification Rule (45 CFR Part 164, subpart D), as amended or added by the Health Information Technology for Economic and Clinical Health Act ("HITECH") and its implementing regulations (collectively "HIPAA").

NOW, THEREFORE, in consideration of the mutual promises and other consideration contained in this Agreement, the delivery and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

PHI as used herein shall mean and be limited to "protected health information," as defined in the Privacy Rule that relates to the Covered Entity's patients. All other terms used, but not otherwise defined, herein shall have the same meaning as those terms set forth in HIPAA.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1. Permitted Uses: Business Associate agrees not to use PHI other than as permitted or required by this Agreement to provide the Products or to perform the Services, as applicable. Subject to the terms and conditions of this Agreement, Business Associate may also use PHI for the proper management and administration of Business Associate. Notwithstanding any other provision of this Agreement, this Agreement does not authorize Business Associate to use any of Covered Entity's PHI in a manner that would violate HIPAA if done by Covered Entity.

2.2. Permitted Disclosures: Business Associate will hold Covered Entity's PHI in confidence and will not disclose any of Covered Entity's PHI, except as may be permitted or required by this Agreement to provide the Products or to perform the Services, as applicable, or as Required by

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Law. Business Associate may also disclose the minimally necessary amount of PHI required for the proper management and administration of Business Associate; provided that with respect to any such disclosure of PHI, such disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person agrees to notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.3. Obligations of Business Associate:

2.3.1. De-Identified Health Information: Except as otherwise provided herein, Business Associate will not de-identify any of Covered Entity's PHI without Covered Entity's prior written consent, which consent may be withheld by Covered Entity in its sole and absolute discretion. Notwithstanding the foregoing, Business Associate may, in accordance with the Privacy Rule, de-identify PHI to the extent necessary to provide the Products or to perform Services, as applicable, under the Product or Services Agreement.

2.3.2. Safeguards: Business Associate agrees to use appropriate administrative, physical and technical safeguards to prevent the use or disclosure of Covered Entity's PHI for any purpose other than the provision of Products or the performance of the Services, as applicable, under the Product or Services Agreement.

2.3.3. Minimum Necessary: In all cases, Business Associate will make reasonable efforts to use, disclose and request of Covered Entity, only the minimum amount of Covered Entity's PHI reasonably necessary to accomplish the intended purpose of the use, disclosure or request. Without limiting the generality of the foregoing, Business Associate shall act in accordance with any guidance promulgated or to be promulgated by HHS (as defined herein) related to the use and disclosure of the minimum necessary amount of PHI.

2.3.4. No Sale of PHI: Business Associate shall not sell, transfer, sub-license or disclose Covered Entity's PHI to a third party, except as otherwise specifically permitted by the Product or Services Agreement. Without limiting the generality of the foregoing, Business Associate shall not, directly or indirectly, receive any remuneration in exchange for the sale, transfer, sub-license or disclosure of any of Covered Entity's PHI, unless prior written approval is provided by Covered Entity (which approval may be withheld by Covered Entity in its sole and absolute discretion) and only so long as the sale is in accordance with the Privacy Rule, as may be amended.

2.3.5. No Marketing: Business Associate shall not use or disclose Covered Entity's PHI for any marketing activities without Covered Entity's prior written consent and in accordance with the Privacy Rule, as may be amended.

2.3.6. Agents and Subcontractors: To the extent permitted by the Product or Services Agreement, in the event Business Associate engages any agent or Subcontractor to provide the Products or to perform the Services under the Product or Services Agreement and discloses PHI to such agent or Subcontractor, Business Associate will

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require any such agent or Subcontractor to be bound to the same restrictions, obligations and conditions as required in this Agreement.

2.3.7. Inspection and Copies: Upon written request from the Covered Entity, and no more than 10 business days after receipt of such written request, Business Associate agrees to make PHI in a Designated Record Set within Business Associate's custody or control available to Covered Entity or, at Covered Entity's direction, to an Individual (or the Individual's Personal Representative) for inspection and obtaining copies pursuant to 45 CFR § 164.524, as may be amended.

2.3.8. Amendments: Upon receipt of written notice from the Covered Entity, Business Associate shall promptly amend a Designated Record Set containing PHI pursuant to 45 CFR § 164.526, as may be amended.

2.3.9. Accounting of Disclosures: Business Associate will record and track information related to certain disclosures of PHI, as may be required by Covered Entity to respond to a request by an Individual for an accounting of such disclosures in accordance with 45 CFR § 164.528, as may be amended. Upon receipt of written notice from the Covered Entity, Business Associate shall, within 10 business days, make any and all such disclosure accounting information available to Covered Entity for the purpose of Covered Entity providing Individuals with an accounting of the disclosures of their PHI as required by 45 CFR § 164.528, as may be amended.

2.3.10. Restriction Agreements and Confidential Communication Requests. Business Associate will comply with any agreement that Covered Entity makes that either (i) restricts the use or disclosure of any of Covered Entity's PHI pursuant to 45 C.F.R. § 164.522(a), as may be amended, or (ii) requires confidential communication about any of Covered Entity's PHI pursuant to 45 C.F.R. § 164.522(b), as may be amended, provided that Covered Entity notifies Business Associate, in writing, of the restriction or confidential communication obligations that Business Associate must follow.

2.3.11. Access to Books and Records by the Secretary of HHS: Business Associate shall make its internal practices, books and records related to the use and disclosure of PHI received from, created, received, maintained or transmitted by Business Associate on behalf of Covered Entity, available to Covered Entity or the Secretary of Health and Human Services ("HHS") for the purposes of determining Business Associate's compliance with this Agreement and HIPAA and Covered Entity's compliance with HIPAA, respectively.

2.3.12. Breach of Agreement, Privacy Rule or Security Rule; Security Incident Reporting; Breach Notification involving Unsecured PHI: Business Associate will report to Covered Entity, within 72 hours of discovery, any (a) breach of this Agreement; (b) Security Incident as defined at 45 C.F.R. Part 164, Subpart C; or (c) Breach as

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defined at the Breach Notification Rule". Without limiting the generality of the foregoing, Business Associate's report will at least:

a. identify the nature of the breach, Security Incident, or Breach, including how such breach, Security Incident, or Breach occurred;

b. identify the PHI that was the target of the breach or Security Incident, or the unsecured PHI involved in the Breach, including the types of identifiers involved and the likelihood of re-identification;

c. if known, identify person/entity who used or received the PHI;

d. identify if PHI was actually acquired or viewed;

e. identify what corrective action Business Associate took or will take to prevent further non-permitted uses or disclosures or Breaches;

f. identify what Business Associate did or will do to mitigate any risk or deleterious effect of the non-permitted use or disclosure or Breach; and

g. provide such other information, including a written report, as Covered Entity may reasonably request.

2.3.13. Health Information Policies and Procedures: In connection with the delivery of the Products or Services under the Product or Services Agreement, Business Associate agrees to abide by and be bound by all Covered Entity's health information policies and procedures pertaining to vendors, confidentiality of Covered Entity's PHI and otherwise, as such policies and procedures may be in effect from time to time.

2.3.14. Compliance with Law: At all times during the term of this Agreement, Business Associate will comply with all applicable federal, state and local laws, rules and regulations pertaining to patient records and the confidentiality of patient information, including Covered Entity's PHI. To the extent Business Associate is to carry out Covered Entity's obligation under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of the obligation.

2.3.15. Security Rule Obligations: Without limiting the generality of Section 2.3.14, Business Associate hereby covenants and agrees to the following:

2.3.15.1. Administrative Safeguards. Business Associate shall have: (i) implemented policies and procedures to prevent, detect, contain, and correct security violations in accordance with the implementation specifications set forth at 45 C.F.R. § 164.308(a)(1)(ii); (ii) identified a security official who is responsible for the development and implementation of the policies and procedures required by 45 C.F.R. Part 164, Subpart C; (iii) implemented policies and procedures to ensure appropriate access to e-PHI by its employees, agents and/or representatives as provided under 45 C.F.R. § 164.308(a)(4), and to prevent its employees, agents and/or representatives who should not have access under the standards set forth at 45 C.F.R. § 164.308(a)(4) from obtaining access to e-PHI in accordance with the implementation specifications set forth in 45 C.F.R. § 164.308(a)(3)(ii); (iv) implemented policies and procedures for

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authorizing access to e-PHI that is consistent with the requirements of 45 C.F.R. Part 164, Subpart E as well as in accordance with the implementation specifications set forth at 45 C.F.R. § 164.308(a)(4)(ii); (v) implemented a security awareness and training program for all of its employees and agents (including its directors and officers) in accordance with the implementation specifications set forth at 45 C.F.R. § 164.308(a)(5)(ii); (vi) implemented policies and procedures to address "Security Incidents" in accordance with the implementation specification set forth at 45 C.F.R. § 164.308(a)(6)(ii); and (vii) established (and implemented as needed) policies and procedures for responding to an emergency or other occurrence, including fire, vandalism, system failure and natural disaster, that damages any system that may contain e-PHI in accordance with the implementation specifications set forth at 45 C.F.R. § 164.308(a)(7)(ii). Business Associate will perform periodic technical and nontechnical evaluations in response to any environmental or operational changes affecting the security of e-PHI, and Business Associate will use such evaluations to establish the extent to which Business Associate's administrative safeguards meet the requirements of the e-PHI Security Standards as required by HIPAA.

2.3.15.2. **Physical Safeguards.** Business Associate shall have implemented: (i) policies and procedures to limit physical access to its electronic information systems and the locations in which such electronic information systems are maintained in accordance with the implementation specifications set forth at 45 C.F.R. § 164.310(a)(2); (ii) policies and procedures that specify the proper functions to be performed, the manner in which those functions are to be performed, and the physical attributes of the surroundings of a specific workstation or class of workstation that can access e-PHI; (iii) physical safeguards for all workstations that access e-PHI to restrict access to authorized users only; and (iv) policies and procedures that govern: (A) the receipt and removal of hardware and electronic media that contain e-PHI into and out of a location, and (B) the movement of such e-PHI within each such location in accordance with the implementation specifications set forth at 45 C.F.R. § 164.310(d)(2).

2.3.15.3. **Technical Safeguards.** Business Associate shall have implemented: (i) technical policies and procedures for electronic information systems that maintain e-PHI to allow access only to those persons or software programs that have been granted access rights as specified at 45 C.F.R. § 164.308(a)(4) in accordance with the implementation specifications set forth at 45 C.F.R. § 164.312(a)(2); (ii) hardware, software, and/or procedural mechanisms that record and examine activity in any information systems that contains or uses e-PHI; (iii) policies and procedures to protect e-PHI from improper alteration or destruction in accordance with the implementation specification set forth at 45 C.F.R. § 164.312(c)(2); (iv) procedures to verify that a person or entity seeking access to e-PHI is authorized to receive access to such e-PHI; and (v) technical security measures to guard against unauthorized access to any e-PHI that is being transmitted over an electronic communications network in accordance with the implementation specifications set forth at 45 C.F.R. § 164.312(e)(2).

2.3.15.4. **Policies and Procedures and Documentation Requirements.** Business Associate shall have implemented reasonable and appropriate policies and procedures to comply with the standards, implementation specifications, or other requirements of the e-PHI Security Standards, taking into account the factors specified at 45 C.F.R. § 164.306(b)(2)(i), (ii), (iii) and (iv). Business Associate shall: (i) maintain the policies and procedures implemented to comply with the e-PHI Security Standards in written or

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electronic form; and (ii) if an action, activity or assessment is required by 45 C.F.R. Part 164, Subpart C to be documented, maintain a written or electronic record of the action, activity, or assessment in accordance with the implementation specifications set forth at 45 C.F.R. § 164.316(b)(2). Upon request of Covered Entity, Business Associate shall provide Covered Entity with a copy of such policies and procedures.

2.3.15.5. General Terms Regarding e-PHI Security Standards. Business Associate and Covered Entity each acknowledge and agree that the provisions included in this Section 2.3.15 are intended to address certain provisions included in HITECH and its implementing regulations and, if at any time after the Effective Date any of the provisions included in this Section 2.3.15 are modified, amended, supplemented, removed or otherwise changed in any manner as a result of any change to the HITECH, its implementing regulations or any other applicable state, federal or local law, the provisions of this Section 2.3.15 shall be modified, amended, supplemented, removed or otherwise changed so as to comply with any such modification, amendment, supplement, removal or other change to HITECH, its implementing regulations or any other applicable state, federal or local law; provided that in no event shall Business Associate be required to perform any act or obligation beyond what is required by the HITECH, its implementing regulations or any other applicable state, federal or local law. Notwithstanding anything to the contrary set forth in this Section 2.3.15, Covered Entity acknowledges and agrees that with respect to any implementation specification that is categorized as "Addressable" in the Security Rule, Business Associate shall in its sole reasonable discretion have the right to either: (i) implement the implementation specification as set forth in the Security Rule if Business Associate determines that such implementation specification is a reasonable and appropriate safeguard in Business Associate's environment when analyzed with reference to the likely contribution to protecting Covered Entity's PHI; or (ii) document why Business Associate has determined that implementation of the implementation specification as set forth in the Security Rule is not reasonable and appropriate and implement an equivalent alternative measure that is reasonable and appropriate and will adequately protect Covered Entity's PHI.

2.3.15.6. Breach of Representations and Warranties by Business Associate Relating to e-PHI Security Standards. In addition to any and all remedies which may be available to Covered Entity in this Agreement, Business Associate covenants and agrees that in the event of a breach by Business Associate of any of its covenants and obligations set forth in Section 2.3.15 of this Agreement, Business Associate may be prohibited, at Covered Entity's sole discretion, from receiving any of Covered Entity's PHI until such breach is remedied to Covered Entity's sole reasonable satisfaction.

2.4. Indemnification of Covered Entity: Business Associate agrees to indemnify and hold harmless Covered Entity and its affiliates, directors, officers, employees and agents (other than Business Associate), individually and collectively, against any and all losses, liabilities, judgments, penalties, awards and costs, including costs of investigation and legal fees and expenses, arising out of or related to: (i) a breach of any representation, warranty or covenant of this Agreement; or (ii) any negligent or wrongful acts or omissions of Business Associate or its employees, directors,

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officers, Subcontractors, or agents, including failure to perform their obligations under HIPAA and HITECH.

3. OBLIGATIONS OF COVERED ENTITY

3.1. Restrictions Requests and Confidential Communications: Covered Entity shall notify Business Associate, in writing, of any agreement Covered Entity makes regarding any restriction or requirement for confidential communication (including any changes or revocation of such restriction agreement or confidential communication requirement), with respect to the use or disclosure of PHI pursuant to 45 C.F.R. § 164.522, as may be amended, to the extent that such restriction agreement or confidential communication requirement may affect Business Associate's use or disclosure of Covered Entity's PHI in the provision of the Products or the performance of the Services.

3.2. Safeguards: Covered Entity agrees: (i) to use appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement and the Product or Services Agreement, in accordance with the standards and requirements of HIPAA, the Privacy Rule and Security Rule, until such PHI is received by Business Associate; (ii) to inform Business Associate of any consent or authorization, including any changes in or withdrawal of any such consent or authorization, provided to the Covered Entity by an Individual pursuant to 45 C.F.R. § 164.506 or § 164.508, as may be amended; and (iii) that Business Associate may make any use or disclosure of Covered Entity's PHI required under 45 C.F.R. § 164.512, as may be amended.

3.3. Indemnity: Covered Entity will defend, indemnify and hold harmless Business Associate and its directors, officers, members, managers, partners, employees, agents, successors and assigns from and against any and all losses, arising out of any breach of this Agreement by Covered Entity.

4. TERM AND TERMINATION

4.1. Term: This Agreement shall remain in effect until such time as the Product or Services Agreement expires or is terminated or as otherwise provided herein.

4.2. Termination:

4.2.1. Except for the requirements set forth in Section 4.3 which shall survive as set forth therein and except as otherwise provided in Section 4.2.2, this Agreement will terminate on the date that the Product or Services Agreement is terminated or expires.

4.2.2. This Agreement may be terminated by Covered Entity upon the breach of any one or more material provisions of this Agreement by Business Associate, which breach is not corrected to the reasonable satisfaction of Covered Entity by Business Associate within 30 days after written notice of such breach is given to Business Associate by Covered Entity.

4.3. Effect of Termination: Business Associate agrees that upon termination of this Agreement, Business Associate will return or destroy all PHI received from, created or received on behalf of Covered Entity. In the event Business Associate determines (and Covered Entity agrees) that return or destruction is not feasible, Business Associate will extend the protections required in this

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Agreement to the PHI and limit further uses and disclosures to only those purposes that make the return or destruction of the information infeasible.

5. MISCELLANEOUS

5.1. Regulatory References. A reference in this Agreement to a section in the Privacy Rule, Security Rule, the Breach Notification Rule, HITECH or HIPAA, and its regulations and requirements means the section(s) in effect or as amended.

5.2. Amendment. No modification of this Agreement will be effective unless made in writing and executed by a duly authorized representative of each party hereto. Without limiting the generality of the foregoing, the parties acknowledge and agree that, in the event of promulgation of a final regulation or an amendment to a final regulation by HHS that affects Business Associate's use or disclosure of Covered Entity's PHI, the parties shall take such reasonable action as is necessary to amend this Agreement in order for Covered Entity and Business Associate to comply with such final regulation or amendment to final regulation.

5.3. Notices. Any notices to be delivered hereunder shall be delivered to the addresses set forth in and consistent with the requirements for delivery of notice contained in, the Product or Services Agreement; provided, that a copy of any notice to Covered Entity hereunder shall also be delivered to: DaVita Inc., 2000 16th St. 12th Floor, Denver, CO 80202, Attention: Privacy Office. Notice shall be in writing and shall be deemed effective when personally delivered or, if mailed, three (3) calendar days after the date deposited in the United States mail, first class, postage prepaid, to the addressee at its current business address.

5.4. Counterparts. This Agreement may be executed in 2 or more counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement.

5.5. Choice of Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the state identified in the Product or Services Agreement.

5.6. Joint Preparation. Each party hereto: (i) has participated in the preparation of this Agreement; (ii) has read and understands this Agreement; and (iii) has been or was able to be represented by counsel of its own choice in the negotiation and preparation of this Agreement. Each party hereto represents that this Agreement is executed voluntarily and should not be construed against any party hereto solely because it drafted all or a portion hereof.

5.7. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision in any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

5.8. Waiver. No waiver by any party hereto, whether express or implied, of its rights under any provision of this Agreement shall constitute a waiver of the party's rights under such provisions at any other time or a waiver of the party's rights under any other provision of this Agreement. No failure by any party hereto to take any action against any breach of this Agreement or default by another party hereto shall constitute a waiver of the former party's right to enforce any provision of this Agreement or to take any action against such breach or default or any subsequent breach or

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default by the other party hereto. To be effective any waiver must be in writing and signed by the waiving party.

5.9. Entire Agreement. This Agreement between the parties hereto supersedes any and all prior business associate agreements and understandings, either oral or written, between the parties.

5.10. Independent Contractor. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither this Agreement nor the fulfillment of any of the obligations hereunder shall be deemed to create any partnership, joint venture, legal association, or other operating relationship between the parties other than as independent contractors. The governing bodies of each party shall have exclusive control of the policies, management, assets, and affairs of their respective organization.

[SIGNATURES FOLLOW]

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IN WITNESS WHEREOF, the parties hereto have caused this Business Associate Agreement to be executed and delivered as of the Effective Date, defined above.

COVERED ENTITY:

DAVITA INC.

DocuSigned by:
BY: Jason Bosh
BEFD2520988641F...

NAME: JASON BOSH

ITS: DIVISION VICE PRESIDENT

DATE: May 12, 2017

BUSINESS ASSOCIATE:

C.J. KUAN, M.D., INC. P.S. D/B/A NORTH SOUND KIDNEY PHYSICIANS

DocuSigned by:
BY: C.J. Kuan, M.D.
E491839F1459405...

NAME: CHIAJEN KUAN, M.D.

ITS: PRESIDENT

DATE: May 11, 2017

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Sample only – Do Not Sign

SAMPLE JOINDER
EXHIBIT D

JOINDER TO MEDICAL DIRECTOR AGREEMENT

This joinder ("Joinder") is made as of the last date of signature by a party hereto (the "Effective Date"), by and among the undersigned. Reference is made to the Whidbey Island Dialysis Medical Director Agreement, dated May 12, 2017, 20__ (the "Agreement"), by and among **Total Renal Care, Inc.**, a California corporation ("Company"), **C.J. Kuan, M.D., Inc. P.S. d/b/a North Sound Kidney Physicians**, a Washington corporation ("Group"), and **Chiajen Kuan, M.D. and Parampreet Ghuman, M.D.** (each a "Physician" and, collectively, "Physicians")) relating to the free-standing dialysis center known as "**Whidbey Island Dialysis Center**" and located at 32650 State Road 20, Building E, Suite 101, Oak Harbor, Washington 98277 ("Center"), including the PD Program and the Nocturnal Shift.

The undersigned acknowledges that [he/she] is or will become a Related Physician (as that term is defined in the Agreement) and receives and will receive compensation and benefits from such employment or equity ownership. Therefore, and as a condition of [his/her] status as a Related Physician, the undersigned agrees with and guarantees to Group that the undersigned shall abide by the terms and conditions of the Agreement, as such may be amended over time, including without limitation the non-competition and non-solicitation covenants contained in Section 10 of the Agreement.

The undersigned further acknowledges that Company has entered into the Agreement in reliance on the assurance, as reflected in Section 10.6 of the Agreement that the undersigned shall execute this Joinder and abide by the terms and conditions of the Agreement, including without limitation the non-competition and non-solicitation covenants contained in Section 10 of the Agreement.

In the event the undersigned ceases to be a Related Physician during the Term of the Agreement, the Restricted Period called for in the Agreement shall end on the second anniversary of the date on which such Related Physician ceases to be a Related Physician. The non-compete restrictions shall not extend beyond the second anniversary of the physician leaving the Group or affiliation therewith in the event [he/she] leaves the Group or affiliation therewith before the Agreement expires or is terminated.

The undersigned agrees that Company will be a direct third party beneficiary of the covenants made in this Joinder and entitled to enforce the provisions of this Joinder, including without limitation the non-competition and non-solicitation covenants contained in Section 10 of the Agreement.

The undersigned further acknowledges that the Agreement may from time to time be amended by the Company and Group and agrees that [he/she] shall be bound by any such amendment in the same manner and to the same extent as if [he/she] had signed such amendment.

[SIGNATURES FOLLOW]

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Sample only – Do Not Sign

IN WITNESS WHEREOF, the undersigned has executed this Joinder as of the Effective Date, defined above.

SPECIMEN - DO NOT SIGN

SAMPLE

_____, M.D.
By: _____
Dated: _____

GROUP:

C.J. Kuan, M.D., Inc. P.S. d/b/a North Sound Kidney

SPECIMEN - DO NOT SIGN

_____
By: _____
Title: _____
Dated: _____

Acknowledged:

COMPANY:

Total Renal Care, Inc.

SPECIMEN - DO NOT SIGN

_____
By: _____
Its: Division Vice President

Dated: _____

Certificate Of Completion

Envelope Id: 5EB96AD284EC484CA0CA86AA5BE70328 | Status: Completed

Subject: Please DocuSign this document: (WA) Whidbey Island #4372 MDA - C J Kuan MD PS dba NSKP #4.pdf

Source Envelope:

Document Pages: 46	Signatures: 7	Envelope Originator:
Supplemental Document Pages: 0	Initials: 8	Kathy Hill
Certificate Pages: 5		
AutoNav: Enabled	Payments: 0	2000 16th Street
EnvelopeId Stamping: Enabled		Denver, CO 80202
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		kathy.hill@davita.com
		IP Address: 24.11.232.46

Record Tracking

Status: Original 5/11/2017 8:46:43 AM	Holder: Kathy Hill kathy.hill@davita.com	Location: DocuSign

Signer Events	Signature	Timestamp
C.J. Kuan, M.D. cj.kuan.md@nskpwa.com President Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/11/2017 2:53:17 PM ID: d319050c-a35c-4de0-91c9-2777d44d8f7c	DocuSigned by: C.J. Kuan, M.D. E491839F1459405... Using IP Address: 50.34.146.254	Sent: 5/11/2017 2:40:39 PM Viewed: 5/11/2017 2:53:17 PM Signed: 5/11/2017 2:54:29 PM
Parampreet Ghuman, M.D. param.ghuman.md@nskpwa.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/12/2017 1:40:36 PM ID: 5bd01e0d-4f91-432c-8c34-c224348df476	DocuSigned by: Parampreet Ghuman, M.D. F9F737B8868B442... Using IP Address: 157.97.121.33	Sent: 5/11/2017 2:40:39 PM Viewed: 5/12/2017 1:40:36 PM Signed: 5/12/2017 1:41:48 PM
Jason Bosh Jason.bosh@davita.com Divisional Vice President Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/12/2017 2:03:46 PM ID: b8adbbae-f0cc-4e6b-9127-dc5409ebd43b	DocuSigned by: Jason Bosh BEFD2520988641F... Using IP Address: 131.191.77.73	Sent: 5/12/2017 1:41:50 PM Viewed: 5/12/2017 2:03:46 PM Signed: 5/12/2017 2:04:22 PM
Doyna V. Ballew doyna.ballew@davita.com Senior Corporate Counsel DaVita Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	DocuSigned by: Doyna V. Ballew F953732A721A434... Using IP Address: 104.129.198.81	Sent: 5/12/2017 2:04:25 PM Viewed: 5/12/2017 2:07:05 PM Signed: 5/12/2017 2:07:13 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Will Penrose will.penrose@davita.com Regional Operations Director Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 5/11/2017 2:40:39 PM
Compliance Training compliancetraining@davita.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 5/12/2017 2:07:15 PM
TQQC TQQC@davita.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/9/2016 6:20:26 AM ID: c5bdce90-3465-4836-9574-1316003a5917	COPIED	Sent: 5/12/2017 2:07:15 PM

Notary Events	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/12/2017 2:07:15 PM
Certified Delivered	Security Checked	5/12/2017 2:07:15 PM
Signing Complete	Security Checked	5/12/2017 2:07:15 PM
Completed	Security Checked	5/12/2017 2:07:15 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, DaVita (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DaVita:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: emily.briggs@davita.com

To advise DaVita of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at jennifer.vanhyning@davita.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from DaVita
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to emily.briggs@davita.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with DaVita
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to emily.briggs@davita.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify DaVita as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by DaVita during the course of my relationship with you.

Appendix 4

Patients by Zip Code

Whidbey Island Dialysis Center

Patients by Zip Code (includes home modality)

Patient Origin Zip Code	Unique Patients
98277	16
98239	4
98249	2
98260	3
98236	2

Appendix 5

Letter of Intent

May 3, 2021

Via Email

Certificate of Need Program
Washington State Department of Health
Attn: Eric Hernandez, Program Manager
PO Box 47852
Olympia, WA 98504-7852

Dear Mr. Hernandez:

Total Renal Care, Inc., a subsidiary of DaVita Inc. (hereafter "DaVita"), hereby submits a letter of intent for Nonspecial Circumstances Cycle 1 to apply for a Certificate of Need to expand DaVita Whidbey Island Dialysis Center by one (1) Certificate of Need-approved station in the Island County ESRD Planning Area (hereafter "Island County"). In accordance with WAC 246-310-080 and 246-310-806, the following information is provided:

A Description of the Services Proposed:

DaVita proposes to expand DaVita Whidbey Island Dialysis Center by one (1) station, creating a six (6) station plus one (1) Certificate of Need-exempt isolation station dialysis facility that will provide and support in-center hemodialysis and peritoneal dialysis.

Estimated Cost of the Proposed Project:

DaVita's capital expenditure associated with this project is estimated to be **$25,105.**

Description of the Service Area:

The service area will be the Island County ESRD Planning Area.

We look forward to continuing to serve dialysis patients in Washington.

Sincerely,

Jenna Gilbreath
Director – Special Projects
DaVita, Inc.

Appendix 6

Operational and Financial Commitment Letter

April 9, 2021

Via Email

Certificate of Need Program
Washington State Department of Health
Attn: Eric Hernandez, Program Manager
PO Box 47852
Olympia, WA 98504-7852

Dear Mr. Hernandez:

DaVita, Inc. is planning new projects for the Washington State area. The DaVita, Inc. Board of Directors has authorized management to make strategic investments in operations throughout the United States. The estimated capital expenditure for each project is outlined in a project specific capital expenditure summary and pro forma submitted with each Certificate of Need application. Each project will be funded with cash on hand that has been generated through operations. The capital expenditure is not an advance or load and none of the parent company's debt will be assigned to the facility at any point after the project is complete.

As the Chief Operating Officer – Kidney Care for DaVita, Inc., I have the authority to both authorize individual Certificate of Need applications and commit DaVita to long-term lease agreements, consistent with the investment policies and financial controls that have been established for the corporation.

DaVita has authorized its Special Projects Director responsible for Washington State to submit Certificate of Need applications in that State.

Sincerely,

Michael Staffieri
Chief Operating Office – Kidney Care
DaVita, Inc.

1-303-876-6007 office
1-866-309-3548 fax

Appendix 7

Credentialed Staff

Whidbey Island Dialysis

Teammate Name	Position	License Number
Felisa Dorner	AFA/CCHT	HT60366037
Gillian Curtis	RN	RN60757750
Sunshine Macatangay	RN	RN60914609
Marisol Smith	RN	RN00162271
Natalia Lykins	PD/RN	RN60642217
Amanda Benson	AA/PCT/CCHT	HT60713021
JaDe Catching	PCT/CCHT	HT61017100
Jasmine Binns	PCT	HT61135177 Pending New Teammate
Cristina Robbin	PCT/CCHT	HT60533231
Asuncion Calvo	MSW	SA60788941
Cheryl Costomiris	Dietitian	DI00000443

Appendix 8

Historical & Current Financials

Historical Income Statement

For the three months ended on March 31, 2021

DaVita Whidbey Island Dialysis Center

	Totals			
	FY18	FY19	FY20	FY21 Forecast (Ann.)
Treatments:				
Chronic	3,650	3,878	3,367	3,631
PD	1,117	823	774	1,037
Home Hemo	0	0	0	0
Total Treatments	4,767	4,701	4,141	4,668
Revenue:				
Patient Revenue (incl. Bad Debt)	$1,681,856	$1,537,698	$1,312,116	$1,478,948
Total Gross Revenue	**1,681,856**	**1,537,698**	**1,312,116**	**1,478,948**
Charitable Care	($21,864)	($19,990)	($17,058)	($19,226)
Total Net Revenue	**1,659,992**	**1,517,707**	**1,295,059**	**1,459,722**
Expenses:				
Salaries & Wages	$466,840	$452,772	$409,956	$351,009
Employee Non-Base Pay, Benefits & Taxes	$175,154	$189,189	$195,418	$113,308
Total Salaries, Wages & Benefits	**641,994**	**641,962**	**605,374**	**464,317**
Medical Supplies	$346,208	$249,171	$223,845	$327,583
Medical Director	$70,000	$70,000	$70,000	$70,000
Other Medical (i.e., Lab Tests)	$53,899	$58,905	$48,976	$58,548
Utilities	$27,858	$31,540	$26,046	$29,061
Repairs & Maintenance	$52,680	$128,866	$41,002	$58,556
Ancillary Expense	$20,364	$18,181	$18,475	$20,444
Other Direct Expenses	$48,339	$82,716	$59,892	$41,655
Depreciation	$142,811	$139,685	$137,193	$164,150
Lease Expense	$171,999	$169,752	$190,476	$195,316
Total Other Operating Expenses	**934,158**	**948,815**	**815,904**	**965,314**
Total Direct Expenses	**1,576,152**	**1,590,777**	**1,421,279**	**1,429,630**
Pre-G&A EBIT	**83,839**	**(73,070)**	**(126,220)**	**30,092**
G&A Allocation	$168,186	$153,770	$131,212	$132,616
EBIT	**(84,346)**	**(226,839)**	**(257,432)**	**(102,524)**

Appendix 9

Detailed Projected Operating Statement (Pro Forma)

Pro-Forma Operating Statement

Whidbey Island Dialysis Center

	Partial 2022 Jan-Apr	Partial 2022 May-Dec	Projection 2023	Projection 2024	Projection 2025
Years	1	1	1	2	1
Total Stations (end of the year - excludes CON-exempt iso station)	5	6	6	6	6
Total Shifts	6	6	6	6	6
Total Chronic Capacity (end of period)	30	36	36	36	36
Total Chronic Patients (end of the period)	26	27	28	30	31
% of Capacity	*86.7%*	*75.0%*	*77.8%*	*83.3%*	*86.1%*
Average Annual Chronic Patients (avg of beginning & end of period)	26.0	26.5	27.5	29.0	30.5
Total Chronic Treatments	1,284	2,618	4,076	4,298	4,520
Total Home Patients (end of the period)	8	8	9	9	10
Average Home Patients (avg of beginning & end of period)	8.0	8.0	8.5	9.0	9.5
Total Home Treatments	395	790	1,260	1,334	1,408
Total Patients	34	35	37	39	41
Total Treatments	1,680	3,409	5,335	5,632	5,928
Revenue					
Patient Revenue (incl. Bad Debt)	$ 532,143	$ 1,079,937	$ 1,690,335	$ 1,784,243	$ 1,878,150
Total Gross Revenue	**$ 532,143**	**$ 1,079,937**	**$ 1,690,335**	**$ 1,784,243**	**$ 1,878,150**
Charitable Care	$ (6,918)	$ (14,039)	$ (21,974)	$ (23,195)	$ (24,416)
Total Net Revenue	**$ 525,225**	**$ 1,065,897**	**$ 1,668,361**	**$ 1,761,048**	**$ 1,853,735**
Expenses					
Salaries & Wages	$ 146,104	$ 284,855	$ 423,818	$ 444,138	$ 464,458
Employee Benefits, Taxes & Non-Base	$ 47,163	$ 91,953	$ 136,811	$ 143,370	$ 149,929
Total Salaries, Wages & Benefits	**$ 193,267**	**$ 376,808**	**$ 560,628**	**$ 587,508**	**$ 614,388**
Medical Supplies	$ 90,782	$ 184,235	$ 288,368	$ 304,388	$ 320,409
Medical Director	$ 23,333	$ 46,667	$ 70,000	$ 70,000	$ 70,000
Other Medical (i.e., Lab Tests)	$ 19,863	$ 40,310	$ 63,094	$ 66,599	$ 70,104
Utilities	$ 10,563	$ 21,438	$ 33,554	$ 35,419	$ 37,283
Repairs & Maintenance	$ 16,629	$ 33,747	$ 52,821	$ 55,755	$ 58,690
Ancillary Expense	$ 7,493	$ 15,206	$ 23,801	$ 25,123	$ 26,445
Other Direct Expenses	$ 24,290	$ 49,294	$ 77,155	$ 81,442	$ 85,728
Depreciation	$ 46,875	$ 93,876	$ 140,910	$ 140,910	$ 140,910
Base Rent Expense	$ 57,057	$ 114,114	$ 176,306	$ 181,595	$ 187,043
Rent Taxes & CAM	$ 29,131	$ 29,131	$ 29,131	$ 29,131	$ 29,131
Total Other Operating Expenses	**$ 326,016**	**$ 628,017**	**$ 955,140**	**$ 990,362**	**$ 1,025,742**
Total Direct Expenses	**$ 519,283**	**$ 1,004,824**	**$ 1,515,768**	**$ 1,577,870**	**$ 1,640,130**
Pre-G&A EBIT	**$ 5,942**	**$ 61,073**	**$ 152,593**	**$ 183,178**	**$ 213,605**
G&A Allocation	$ 53,214	$ 107,994	$ 169,034	$ 178,424	$ 187,815
EBIT	$ (47,272)	$ (46,921)	$ (16,441)	$ 4,754	$ 25,789

Assumptions:

First Full Year: 2023, based on a first patient date in May 2022 at the expanded facility.

Total Stations: CON Approved stations. One CON-exempt isolation station is also included in driving relevant category calculations (bio-med FTE, overall facility depreciation).

Total Chronic Capacity: 6 shift capacity of CON-approved stations is assumed to be 100% utilization.

Patient Census Projections: Census projections are based on a 5-year projection of planning area patients using a regression of 5 years historical data and DaVita's own experience and expertise. This is the same trend line (based on the Department's methodology as applied through 2025), but extended out through the projection period to project planning area census throughout. DaVita uses projected planning area census, existing planning area capacity, and additional market and experiential knowledge to project new facility census.

Charity Care: estimated at 1.3% of gross revenue, consistent with DaVita's historical experience.

Total Treatments: Total Treatment Volume is assumed to be based on average yearly census, a 5% missed treatment rate consistent with DaVita's own experience and expertise, and three treatments weekly for 52 weeks per year.

Revenue per treatment: No inflation is applied to revenue per treatment, which is based on the last full year of operation for the comparable facilities, 2020, and their payer mix.

General expenses: Based on cost per treatment for the last full calendar year (2020) for comparable facilities by category. This excludes lease expenses (noted below), depreciation expense (based on projected capital expenditures and existing depreciation), medical director expense (noted below), and labor costs (noted below).

Cost inflation: DaVita does not assume inflation in any expense category except where otherwise noted – no current contract cost increases are known except where otherwise noted, and thus are not included.

Medical Director Expense: based on contracted, known expenses in latest medical director agreement that runs through the extent of the three-year projection window.

Lease Expense: base rent for the projection period is directly pulled from the lease contract starting at $21.00 per square foot with increases of 3% per year. Tax and CAM are based on the last full calendar year (2020) for this facility, estimated at $4.84 per square foot.

Labor Assumptions: Based on safe, fair, and efficient staffing ratios for projected census and required staff type. Benefits, taxes, and non-base pay are assumed at a rate of 32.28% of total compensation based on 2020 comparable facility data. No inflation is assumed.

Appendix 10

Audited Financial Statement

SEC 10k – 2018, 2019, 2020

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

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the Fiscal Year Ended December 31, 2018

Commission File Number: 1-14106

DAVITA INC.

(Exact name of registrant as specified in charter)

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

2000 16th Street
Denver, CO 80202
Telephone number (720) 631-2100

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

Title of each class:	**Name of each exchange on which registered:**
Common Stock, $0.001 par value	**New York Stock Exchange**

Securities registered pursuant to Section 12(g) of the Act:
None

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

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

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

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

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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

As of June 29, 2018, the aggregate market value of the Registrant's common stock outstanding held by non-affiliates based upon the closing price on the New York Stock Exchange was approximately $11.9 billion.

As of January 31, 2019, the number of shares of the Registrant's common stock outstanding was approximately 166.4 million shares.

Documents incorporated by reference

Portions of the Registrant's proxy statement for its 2019 annual meeting of stockholders are incorporated by reference in Part III of this Form 10-K.

PART I

Item 1. Business

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

Overview of DaVita Inc.

The Company consists of two major divisions, DaVita Kidney Care (Kidney Care) and DaVita Medical Group (DMG). Kidney Care is comprised of our U.S. dialysis and related lab services, our ancillary services and strategic initiatives, including our international operations, and our corporate administrative support. Our U.S. dialysis and related lab services business is our largest line of business and is a leading provider of kidney dialysis services in the U.S. for patients suffering from chronic kidney failure, also known as end stage renal disease (ESRD). DMG is a patient- and physician-focused integrated healthcare delivery and management company with over two decades of providing coordinated, outcomes-based medical care in a cost-effective manner.

In December 2017, we entered into an equity purchase agreement to sell our DMG division to Collaborative Care Holdings, LLC (Optum), a subsidiary of UnitedHealth Group Inc., subject to receipt of required regulatory approvals and other customary closing conditions. As a result, the DMG business has been classified as held for sale and its results of operations are reported as discontinued operations for all periods presented in the consolidated financial statements included in this report.

For financial information about our DMG business see Note 22 to the consolidated financial statements included in this report.

Kidney Care Division

U.S. dialysis and related lab services business overview

Our U.S. dialysis and related lab services business is a leading provider of kidney dialysis services for patients suffering from ESRD. As of December 31, 2018, we provided dialysis and administrative services in the U.S. through a network of 2,664 outpatient dialysis centers in 46 states and the District of Columbia, serving a total of approximately 202,700 patients. We also provide acute inpatient dialysis services in approximately 900 hospitals and related laboratory services throughout the U.S.

The loss of kidney function is normally irreversible. Kidney failure is typically caused by Type I and Type II diabetes, high blood pressure, polycystic kidney disease, long-term autoimmune attack on the kidney and prolonged urinary tract obstruction. ESRD is the stage of advanced kidney impairment that requires continued dialysis treatments or a kidney transplant to sustain life. Dialysis is the removal of toxins, fluids and salt from the blood of patients by artificial means. Patients suffering from ESRD generally require dialysis at least three times a week for the rest of their lives.

According to the United States Renal Data System (USRDS), there were over 511,000 ESRD dialysis patients in the U.S. in 2016. Based on the most recent 2018 annual data report from the USRDS, the underlying ESRD dialysis patient population has grown at an approximate compound rate of 3.8% from 2000 to 2016. However, more recent preliminary data from the USRDS suggest that the rate of growth of the ESRD patient population may be declining. A number of factors may impact ESRD growth rates, including the aging of the U.S. population, increasing transplant rates, incidence rates for diseases that cause kidney failure such as diabetes and hypertension, mortality rates for dialysis patients and growth rates of minority populations with higher than average incidence rates of ESRD.

Since 1972, the federal government has provided healthcare coverage for ESRD patients under the Medicare ESRD program regardless of age or financial circumstances. ESRD is the first and only disease state eligible for Medicare coverage both for dialysis and dialysis-related services and for all benefits available under the Medicare program. For patients with Medicare coverage, all ESRD payments for dialysis treatments are made under a single bundled payment rate. See page 6 for further details.

Although Medicare reimbursement limits the allowable charge per treatment, it provides industry participants with a relatively predictable and recurring revenue stream for dialysis services provided to patients without commercial insurance. For the year ended December 31, 2018, approximately 89.6% of our total dialysis patients were covered under some form of

government-based program, with approximately 74.8% of our dialysis patients covered under Medicare and Medicare-assigned plans.

Treatment options for ESRD

Treatment options for ESRD are dialysis and kidney transplantation.

Dialysis options

- *Hemodialysis*

Hemodialysis, the most common form of ESRD treatment, is usually performed at a freestanding outpatient dialysis center, at a hospital-based outpatient center, or at the patient's home. The hemodialysis machine uses an artificial kidney, called a dialyzer, to remove toxins, fluids and salt from the patient's blood. The dialysis process occurs across a semi-permeable membrane that divides the dialyzer into two distinct chambers. While blood is circulated through one chamber, a pre-mixed fluid is circulated through the other chamber. The toxins, salt and excess fluids from the blood cross the membrane into the fluid, allowing cleansed blood to return back into the patient's body. Each hemodialysis treatment that occurs in the outpatient dialysis centers typically lasts approximately three and one-half hours and is usually performed three times per week.

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

Some ESRD patients who are healthier and more independent may perform home-based hemodialysis in their home or residence through the use of a hemodialysis machine designed specifically for home therapy that is portable, smaller and easier to use. Patients receive training, support and monitoring from registered nurses, usually in our outpatient dialysis centers, in connection with their home-based hemodialysis treatment. Home-based hemodialysis is typically performed with greater frequency than dialysis treatments performed in outpatient dialysis centers and on varying schedules.

- *Peritoneal dialysis*

Peritoneal dialysis uses the patient's peritoneal or abdominal cavity to eliminate fluid and toxins and is typically performed at home. The most common methods of peritoneal dialysis are continuous ambulatory peritoneal dialysis (CAPD) and continuous cycling peritoneal dialysis (CCPD). Because it does not involve going to an outpatient dialysis center three times a week for treatment, peritoneal dialysis is an alternative to hemodialysis for patients who are healthier, more independent and desire more flexibility in their lifestyle.

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

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

Kidney transplantation

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

U.S. Dialysis and related lab services we provide

Outpatient hemodialysis services

As of December 31, 2018, we operated or provided administrative services through a network of 2,664 outpatient dialysis centers in the U.S. that are designed specifically for outpatient hemodialysis. In 2018, our overall network of U.S. outpatient dialysis centers increased by 154 primarily as a result of the opening of new dialysis centers and acquisitions, net of center closures and divestitures, representing a total increase of approximately 6.1% from 2017.

As a condition of our enrollment in Medicare for the provision of dialysis services, we contract with a nephrologist or a group of associated nephrologists to provide medical director services at each of our dialysis centers. In addition, other

nephrologists may apply for practice privileges to treat their patients at our centers. Each center has an administrator, typically a registered nurse, who supervises the day-to-day operations of the center and its staff. The staff of each center typically consists of registered nurses, licensed practical or vocational nurses, patient care technicians, a social worker, a registered dietician, biomedical technician support and other administrative and support personnel.

Under Medicare regulations, we cannot promote, develop or maintain any kind of contractual relationship with our patients that would directly or indirectly obligate a patient to use or continue to use our dialysis services, or that would give us any preferential rights other than those related to collecting payments for our dialysis services. Our total patient turnover, which is based upon all causes, averaged approximately 24% in 2018 and 26% in 2017. However, in 2018, the overall number of patients to whom we provided services in the U.S. increased by approximately 2.5% from 2017, primarily from the opening of new dialysis centers and acquisitions, and continued growth within the industry.

Hospital inpatient hemodialysis services

As of December 31, 2018, we provided hospital inpatient hemodialysis services, excluding physician services, to patients in approximately 900 hospitals throughout the U.S. We render these services based on a contracted per-treatment fee that is individually negotiated with each hospital. When a hospital requests our services, we typically administer the dialysis treatment at the patient's bedside or in a dedicated treatment room in the hospital, as needed. In 2018, hospital inpatient hemodialysis services accounted for approximately 5.4% of our U.S. dialysis and related lab services revenues and 4.2% of our total U.S. dialysis treatments.

Home-based dialysis services

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

ESRD laboratory services

Our ESRD laboratory services have consisted of two separately licensed, clinical laboratories which specialize in ESRD patient testing. These specialized laboratories provide routine laboratory tests for dialysis and other physician-prescribed laboratory tests for ESRD patients which are integral components of the overall dialysis services that we provide. Our laboratories provide these tests predominantly for our network of ESRD patients throughout the U.S. These tests are performed to monitor a patient's ESRD condition, including the adequacy of dialysis, as well as other medical conditions of the patient. Our laboratories utilize information systems which provide information to certain members of the dialysis centers' staff and medical directors regarding critical outcome indicators. In 2018, we ceased operations at our prior laboratory locations, and consolidated our laboratory services operations into a single, new geographic location.

Management services

We currently operate or provide management and administrative services pursuant to management and administrative services agreements to 34 outpatient dialysis centers located in the U.S. in which we either own a noncontrolling interest or which are wholly-owned by third parties. Management fees are established by contract and are recognized as earned typically based on a percentage of revenues or cash collections generated by the outpatient dialysis centers.

Quality care

Centers for Medicare and Medicaid Services (CMS) promotes high quality services in outpatient dialysis facilities treating patients with ESRD through its Quality Incentive Program (QIP). QIP associates a portion of Medicare reimbursement directly with a facility's performance on quality of care measures. Reductions in Medicare reimbursement result when a facility's overall score on applicable measures does not meet established standards. For the sixth year in a row, we are an industry leader in QIP, including the industry leader for catheter rates and the total number of our patients in home-based hemodialysis services.

In addition, CMS' Five-Star Quality Rating system, is a rating system that assigns one to five stars to rate the quality of outcomes for dialysis facilities. The rating system provides patients reported information about any given dialysis facility and identifies differences in quality between facilities so that patients can make more informed decisions about where to receive treatment. For the last five years, we have been an industry leader under the CMS Five-Star Quality Rating system.

Our facilities employ registered nurses, licensed practical or vocational nurses, patient care technicians, social workers, registered dieticians, biomedical technicians and other administrative and support teammates who aim to achieve superior clinical outcomes at our centers.

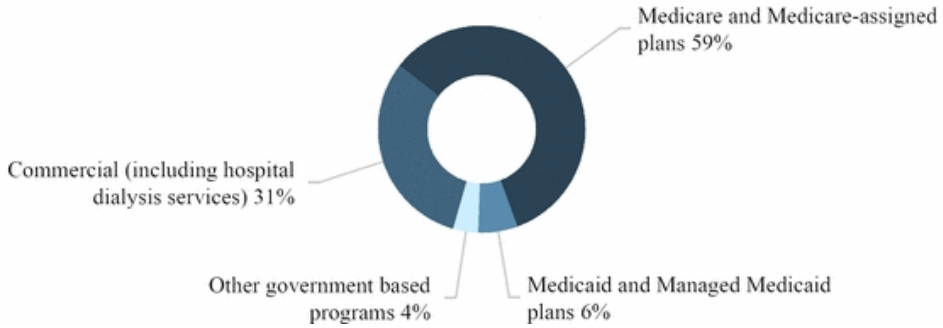
As of December 31, 2018, our physician leadership in the Office of the Chief Medical Officer (OCMO) for our U.S. dialysis and related lab services business included 16 senior nephrologists, led by our Chief Medical Officer, with a variety of academic, clinical practice, and clinical research backgrounds. Our Physician Council is an advisory body to senior management composed of ten physicians with extensive experience in clinical practice. In addition, we also had eight Group Medical Directors as of December 31, 2018.

Sources of revenue—concentrations and risks

Our U.S. dialysis and related lab services business net revenues represent approximately 90% of our consolidated net revenues for the year ended December 31, 2018. Our U.S. dialysis and related lab services revenues are derived primarily from our core business of providing dialysis services and related laboratory services and, to a lesser extent, the administration of pharmaceuticals and management fees generated from providing management and administrative services to certain outpatient dialysis centers, as discussed above.

The sources of our U.S. dialysis and related lab services revenues are principally from government-based programs, including Medicare and Medicare-assigned plans, Medicaid and managed Medicaid plans and commercial insurance plans. The following graphs summarize our U.S. dialysis and related lab patient services revenues by source and our U.S dialysis patient services revenues by modality for the year ended December 31, 2018.

Revenues by source:



Revenues by modality:

Medicare revenue

Government dialysis related payment rates in the U.S. are principally determined by federal Medicare and state Medicaid policy. For patients with Medicare coverage, all ESRD payments for dialysis treatments are made under a single

bundled payment rate which provides a fixed payment rate to encompass all goods and services provided during the dialysis treatment that are related to the dialysis treatment, including certain pharmaceuticals, such as Epogen® (EPO), vitamin D analogs and iron supplements, irrespective of the level of pharmaceuticals administered to the patient or additional services performed except for calcimimetics, which are subject to a transitional drug add-on payment adjustment for the Medicare Part B ESRD payment. Most lab services are also included in the bundled payment. Under the ESRD Prospective Payment System (PPS), the bundled payments to a dialysis facility may be reduced by as much as 2% based on the facility's performance in specified quality measures set annually by CMS through QIP, which was established by the Medicare Improvements for Patients and Providers Act of 2008. The bundled payment rate is also adjusted for certain patient characteristics, a geographic usage index and certain other factors.

Uncertainty about future payment rates remains a material risk to our business, as well as the potential implementation of or changes in coverage determinations or other rules or regulations by CMS or Medicare Administrative Contractors (MACs) that may impact reimbursement. An important provision in the Medicare ESRD statute is an annual adjustment, or market basket update, to the ESRD PPS base rate. Absent action by Congress, the ESRD PPS base rate is automatically updated annually by a formulaic inflation adjustment.

In November 2018, CMS issued a final rule to update the Medicare ESRD PPS payment rate and policies. Among other things, the final rule expands the transitional drug add-on payment to certain new renal dialysis drugs and biological products and amends the reporting measures in the ESRD QIP. We estimate that the overall impact of the final rule will increase Medicare reimbursement to our ESRD facilities by 1.2% in 2019.

As a result of the Budget Control Act of 2011 (BCA) and subsequent activity in Congress, a $1.2 trillion sequester (across-the-board spending cuts) in discretionary programs took effect in 2013 reducing Medicare payments by 2%, which was subsequently extended through fiscal year 2027. These across-the-board spending cuts have affected and will continue to adversely affect our business, results of operations, financial condition and cash flows. Although the Bipartisan Budget Act (BBA) of 2018 passed in February 2018 enacted a two-year federal spending agreement and raised the federal spending cap on non-defense spending for fiscal years 2018 and 2019, the Medicare program is frequently mentioned as a target for spending cuts.

The CMS Innovation Center (Innovation Center) is currently working with various healthcare providers to develop, refine and implement Accountable Care Organizations (ACOs) and other innovative models of care for Medicare and Medicaid beneficiaries. We are uncertain of the extent to which the long-term operation and evolution of these models of care, including ACOs, the Comprehensive ESRD Care (CEC) Model (which includes the development of ESRD Seamless Care Organizations (ESCOs)), the Duals Demonstration, or other models, will impact the healthcare market over time. Our U.S. dialysis business may choose to participate in one or several of these models either as a partner with other providers or independently. We currently participate in the CEC Model with the Innovation Center, including the ESCO organizations in the Phoenix-Tucson, Arizona, South Florida, Philadelphia, Pennsylvania-Camden, and New Jersey markets. In areas where our U.S. dialysis business is not directly participating in this or other Innovation Center models, some of our patients may be assigned to an ACO, another ESRD Care Model, or another program, in which case the quality and cost of care that we furnish will be included in an ACO's, another ESRD Care Model's or other program's calculations. In addition to the aforementioned new models of care, federal bipartisan legislation in the form of the Dialysis Patient Access to Integrated-care, Empowerment, Nephrologists, Treatment and Services Demonstration Act of 2017 (PATIENTS Act) has been proposed. The PATIENTS Act builds on prior coordinated care models, such as the CEC Model, and would establish a demonstration program for the provision of integrated care to Medicare ESRD patients. We have made and continue to make investments in building our integrated care capabilities to prepare for integrated care initiatives such as the PATIENTS Act, but there can be no assurances that the PATIENTS Act or similar legislation will be passed. If such legislation is passed, there can be no assurances that we will be able to successfully provide integrated care on the broader scale contemplated by this legislation, and our costs of care could exceed our associated reimbursement rates. In general, if we are unable to efficiently adjust to these and other new models of care, it may erode our patient base or reimbursement rates, which could have a material adverse impact on our business.

The Department of Health and Human Services (HHS) targeted to tie 40% and 50% of Medicare Fee-for-Service (FFS) payments to quality or alternate payment models by the end of 2017 and 2018, respectively. The Health Care Payment Learning & Action Network reported Medicare FFS had 38.3% of health care dollars tied to alternate payment models for 2017 and results of this target are still pending for 2018. As new models of care emerge and evolve, we may be at risk for losing our Medicare patient base, which would have a material adverse effect on our business, results of operations, financial condition and cash flows. Other initiatives in the government or private sector may also arise, including the development of models similar to ACOs, independent practice associations (IPAs) and integrated delivery systems or evolutions of those concepts which could adversely impact our business.

ESRD patients receiving dialysis services become eligible for primary Medicare coverage at various times, depending on their age or disability status, as well as whether they are covered by a commercial insurance plan. Generally, for a patient not covered by a commercial insurance plan, Medicare becomes the primary payor for ESRD patients receiving dialysis services either immediately or after a three-month waiting period. For a patient covered by a commercial insurance plan, Medicare generally becomes the primary payor after 33 months, which includes the three-month waiting period, or earlier if the patient's commercial insurance plan coverage terminates. When Medicare becomes the primary payor, the payment rates we receive for that patient shift from the commercial insurance plan rates to Medicare payment rates, which are on average significantly lower than commercial insurance rates.

Medicare pays 80% of the amount set by the Medicare system for each covered dialysis treatment. The patient is responsible for the remaining 20%. In most cases, a secondary payor, such as Medicare supplemental insurance, a state Medicaid program or a commercial health plan, covers all or part of these balances. Some patients who do not qualify for Medicaid, but otherwise cannot afford secondary insurance in the form of a Medicare Supplement Plan, can apply for premium payment assistance from charitable organizations to obtain secondary coverage. If a patient does not have secondary insurance coverage, we are generally unsuccessful in our efforts to collect from the patient the remaining 20% portion of the ESRD composite rate that Medicare does not pay. However, we are able to recover some portion of this unpaid patient balance from Medicare through an established cost reporting process by identifying these Medicare bad debts on each center's Medicare cost report.

The 21st Century Cures Act, enacted in December 2016, includes a provision that will allow Medicare beneficiaries with ESRD to choose to obtain coverage under a Medicare Advantage plan, which could broaden access to certain enhanced benefits offered by Medicare Advantage plans. Until the effective date of this law, this choice is available only to Medicare beneficiaries without ESRD. The ESRD related provisions of the 21st Century Cures Act are scheduled to take effect in 2021.

Medicaid revenue

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

Commercial revenue

Before a patient becomes eligible to elect to have Medicare as their primary payor for dialysis services, a patient's commercial insurance plan, if any, is generally responsible for payment of such dialysis services for up to the first 33 months, as discussed above. Although commercial payment rates vary, average commercial payment rates established under commercial contracts are generally significantly higher than Medicare rates. The payments we receive from commercial payors generate nearly all of our profits. Payment methods from commercial payors can include a single lump-sum per treatment, referred to as bundled rates, or in other cases separate payments for dialysis treatments and pharmaceuticals, if used as part of the treatment, referred to as FFS rates. Commercial payment rates are the result of negotiations between us and insurers or third-party administrators. Our out-of-network payment rates are on average higher than in-network commercial contract payment rates. Some of our commercial contracts pay us under a single bundled payment rate for all dialysis services provided to covered patients. However, some of our commercial contracts also pay us for certain other services and pharmaceuticals in addition to the bundled payment. Our commercial contracts typically contain annual price escalator provisions. We are continuously in the process of negotiating agreements with our commercial payors and if our negotiations result in overall commercial contract payment rate reductions in excess of our commercial contract payment rate increases, or if commercial payors implement plans that restrict access to coverage or the duration or breadth of benefits or impose restrictions or limitations on patient access to non-contracted or out-of-network providers, it could have a material adverse effect on our business, results of operations, financial condition and cash flows. In addition, if there is an increase in job losses in the U.S., or depending upon changes to the healthcare regulatory system by CMS and/or the impact of healthcare insurance exchanges, we could experience a decrease in the number of patients covered under commercial insurance plans and/or an increase in uninsured or underinsured patients. Patients with commercial insurance who cannot otherwise maintain coverage frequently rely on financial assistance from charitable organizations, such as the American Kidney Fund. If these patients are unable to obtain or continue to receive or receive for a limited duration such financial assistance, or if our assumptions about how patients will respond to any change in such financial assistance are incorrect, it could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Approximately 25% of our U.S. dialysis and related lab patient services revenues and approximately 10.4% of our U.S. dialysis patients are associated with non-acute commercial payors for the year ended December 31, 2018. Non-acute commercial patients as a percentage of our total U.S. dialysis patients for 2018 were relatively flat as compared to 2017. Less than 1% of our U.S. dialysis and related lab services revenues are due directly from patients. There is no single commercial payor that accounted for more than 10% of total U.S. dialysis and related lab services revenues for the year ended December 31, 2018. See Note 2 to the consolidated financial statements included in this report for disclosure on our concentration related to our commercial payors on a total consolidated net revenue basis.

The healthcare reform legislation enacted in 2010 introduced healthcare insurance exchanges which provide a marketplace for eligible individuals and small employers to purchase healthcare insurance. The business and regulatory environment continues to evolve as the exchanges mature, and statutes and regulations are challenged, changed and enforced. Commercial payor participation in the exchanges has decreased and may continue to decrease. If commercial payor participation in the exchanges continues to decrease, it could have a material adverse effect on our business, results of operations, financial condition and cash flows. Although we cannot predict the short- or long-term effects of these factors, we believe future market changes could result in a reduction in ESRD patients covered by traditional commercial insurance policies and an increase in the number of patients covered through the exchanges under more restrictive commercial plans with lower reimbursement rates or higher deductibles and co-payments that patients may not be able to pay. To the extent that changes in statutes, regulations or related guidance or changes in other market conditions result in a reduction in reimbursement rates for our services from commercial and/or government payors, it could have a material adverse effect on our business, results of operations, financial condition and cash flows.

In December 2016, CMS published an interim final rule that questioned the use of charitable premium assistance for ESRD patients and would have established new conditions for coverage standards for dialysis facilities. In January 2017, a federal court issued a preliminary injunction on CMS' interim final rule and in June 2017, at the request of CMS, the court stayed the proceedings while CMS pursues new rulemaking options. CMS has not issued any new rulemaking related to charitable premium assistance yet, but that does not preclude CMS or another regulatory agency or legislative authority from issuing a new rule or guidance that challenges charitable premium assistance. Additionally, any other law, rule, or guidance, proposed or issued by CMS or other federal or state regulatory or legislative authorities, including any ballot or other initiatives, restricting or prohibiting the ability of patients with access to alternative coverage from selecting a marketplace plan on or off exchange, limiting the amount of revenue dialysis providers can retain for caring for patients with commercial insurance by, among other things, requiring rebates to insurers and taking into account only a portion of the costs incurred by dialysis providers, affecting payments made to providers for services provided to patients who receive charitable premium assistance, and/or otherwise restricting or prohibiting the use of charitable premium assistance, could cause us to incur substantial costs to oppose any such proposed measures, impact our dialysis center development plans, and if passed and/or implemented, could adversely impact dialysis centers across the U.S. making certain centers economically unviable, lead to the closure of certain centers, restrict the ability of dialysis patients to obtain and maintain optimal insurance coverage, and in some cases have a material adverse effect on our business, results of operations, financial condition and cash flows. For a discussion of recent state legislative and ballot initiatives and related risks, see our Risk Factor in Item 1A Risk Factors under the heading "Changes in federal and state healthcare legislation or regulations could have a material adverse effect on our business, results of operations, financial condition and cash flows."

Revenue from other pharmaceuticals

The impact of physician-prescribed pharmaceuticals on our overall revenues that are separately billable has significantly decreased since Medicare's single bundled payment system went into effect beginning in January 2011, and as a result of commercial contracts that pay us a single bundled payment rate. Effective January 1, 2018, both oral and IV forms of calcimimetics, a drug class taken by many patients with ESRD to treat mineral bone disorder, became the financial responsibility of our U.S. dialysis and lab services business for our Medicare patients and are now reimbursed under Medicare Part B. During an initial pass-through period, Medicare payment for calcimimetics will be based on a pass-through rate of the average sales price plus approximately 4%. CMS has stated intentions to enter calcimimetics into the ESRD bundle two years after transitioning to Part B. Previously, calcimimetics were reimbursed for Medicare patients through Part D once dispensed from traditional pharmacies.

Approximately 7% and 2% of our total U.S. dialysis and related lab services net patient services revenues for the years ended December 31, 2018 and 2017, are associated with the administration of separately-billable physician-prescribed pharmaceuticals of which the administration of calcimimetics and EPO accounted for approximately 5% and 1% of our total U.S. dialysis and related lab services net revenues, respectively, for the year ended December 31, 2018. The administration of EPO accounted for approximately 1% of our total U.S. dialysis and related lab services net revenues for the year ended December 31, 2017.

Currently, EPO and both the oral and IV forms of calcimimetics are produced by a single manufacturer, Amgen USA Inc. (Amgen). In 2017, we entered into a Sourcing and Supply Agreement with Amgen for both the oral and IV versions of calcimimetics that expires on December 31, 2022. Our business, results of operations, financial condition and cash flows could be materially impacted by certain factors relating to calcimimetics, including physician prescribing patterns, vendor contracts with Amgen and other suppliers, the availability in the market of a generic oral equivalent, whether the drug becomes part of the ESRD PPS bundled payment and, if so, at what rate, and how commercial payors will treat reimbursement of the drug. If payors do not pay as anticipated, if we are not adequately reimbursed for the cost of the drug, or the processes we have implemented to provide the drug do not perform as anticipated, then we could be subject to both financial and operational risk, among other things. In addition, in 2017, we also entered into a separate Sourcing and Supply Agreement with Amgen for EPO that expires on December 31, 2022. Under the terms of the agreement, we will purchase EPO in amounts necessary to meet no less than 90% of our requirements for erythropoiesis-stimulating agents (ESAs) through the expiration of the contract. The actual amount of EPO that we will purchase from Amgen will depend upon the amount of EPO administered during dialysis treatments as prescribed by physicians and the overall number of patients that we serve. Any interruption in the supply of EPO, calcimimetics, or product cost increases for which we are not appropriately reimbursed or that we are unable to mitigate could materially impact our operations, among other things.

Physician relationships

Community Physicians

An ESRD patient generally seeks treatment at an outpatient dialysis center near his or her home where his or her treating nephrologist has practice privileges. Our relationships with local nephrologists and our ability to provide quality dialysis services and to meet the needs of their patients are key factors in the success of our dialysis operations. Over 5,300 nephrologists currently refer patients to our outpatient dialysis centers. As is typical in the dialysis industry, one or a few physicians, usually account for all or a significant portion of an outpatient dialysis center's patient base. If a significant number of physicians cease referring patients to our outpatient dialysis centers, it would have a material adverse effect on our business, results of operations, financial condition and cash flows.

Medical Directors

Participation in the Medicare ESRD program requires that dialysis services at an outpatient dialysis center be under the general supervision of a medical director. Per these requirements, this individual is usually a board certified nephrologist. We have engaged physicians or groups of physicians to serve as medical directors for each of our outpatient dialysis centers. At some outpatient dialysis centers, we also separately contract with one or more other physicians or groups to serve as assistant or associate medical directors over other modalities such as home dialysis. We have over 1,000 individual physicians and physician groups under contract to provide medical director services.

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

Our medical director contracts, joint venture operating agreements and dialysis center purchase agreements generally include covenants not to compete or own interests in other competing outpatient dialysis centers within a defined geographic area for various time periods, as applicable. These non-compete agreements do not prohibit the physicians from referring patients to any outpatient dialysis center, including competing centers.

As part of our Corporate Integrity Agreement (CIA), as described below, we have agreed not to enforce investment non-compete restrictions relating to dialysis clinics or programs that were established pursuant to a partial divestiture joint venture transaction. Therefore, to the extent a joint venture partner or medical director has a contract(s) with us covering dialysis clinics or programs that were established pursuant to a partial divestiture, we will not enforce the investment non-compete provision relating to those clinics and/or programs.

Government regulation

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

If any of our operations are found to violate applicable laws or regulations, we could suffer severe consequences that would have a material adverse effect on our business, results of operations, financial condition, cash flows, reputation and stock price, including:

- Suspension or termination of our participation in government payment programs;
- Refunds of amounts received in violation of law or applicable payment program requirements dating back to the applicable statute of limitation periods;
- Loss of required government certifications or exclusion from government payment programs;
- Loss of licenses required to operate healthcare facilities or administer pharmaceuticals in the states in which we operate;
- Reductions in payment rates or coverage for dialysis and ancillary services and pharmaceuticals;
- Civil or criminal liability, fines, damages or monetary penalties for violations of healthcare fraud and abuse laws, including the federal Anti-Kickback Statute contained in the Social Security Act of 1935, as amended (Anti-Kickback Statute), Civil Monetary Penalties Statute, Stark Law and False Claims Act (FCA), or other failures to meet regulatory requirements;
- Enforcement actions by governmental agencies and/or state law claims for monetary damages from patients who believe their protected health information (PHI) has been used, disclosed or not properly safeguarded in violation of federal or state patient privacy laws including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy Act of 1974;
- Mandated changes to our practices or procedures that significantly increase operating expenses;
- Imposition of and compliance with corporate integrity agreements that could subject us to ongoing audits and reporting requirements as well as increased scrutiny of our billing and business practices;
- Termination of various relationships and/or contracts related to our business, including joint venture arrangements, medical director agreements, real estate leases and consulting agreements with physicians; and
- Harm to our reputation which could negatively impact our business relationships, affect our ability to attract and retain patients and physicians, affect our ability to obtain financing and decrease access to new business opportunities, among other things.

We expect that our industry will continue to be subject to substantial regulation, the scope and effect of which are difficult to predict. We are currently subject to ongoing investigations, audits and inquiries by various government and regulatory agencies as further described in Note 17 to the consolidated financial statements. Our activities could be reviewed or challenged by regulatory authorities at any time in the future, as further described in Item 1A. Risk Factors under the heading, "We are, and may in the future be, a party to various lawsuits, demands, claims, qui tam suits, governmental investigations and audits (including investigations or other actions resulting from our obligation to self-report suspected violations of law) and other legal matters, any of which could result in, among other things, substantial financial penalties or awards against us, mandated refunds, substantial payments made by us, required changes to our business practices, exclusion from future participation in Medicare, Medicaid and other healthcare programs and possible criminal penalties, any of which could have a material adverse effect on our business, results of operations, financial condition, cash flows and materially harm our reputation". This regulation and scrutiny could have a material adverse impact on us.

Licensure and certification

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

We have experienced some delays in obtaining Medicare certifications from CMS. However, recent changes in the prioritizing of dialysis providers as well as recent legislation allowing private entities to perform initial dialysis facilities certifications may help to decrease or limit delays. The number of companies who will enter the market and the cost of surveys they might perform is unclear.

Federal Anti-Kickback Statute

The federal Anti-Kickback Statute prohibits, among other things, knowingly and willfully offering, paying, soliciting or receiving remuneration, directly or indirectly, in cash or kind, to induce or reward either the referral of an individual for, or the purchase, or order or recommendation of, any good or service, for which payment may be made under federal and state healthcare programs such as Medicare and Medicaid.

Federal criminal penalties for the violation of the federal Anti-Kickback Statute include imprisonment, fines and exclusion of the provider from future participation in the federal healthcare programs, including Medicare and Medicaid. Violations of the federal Anti-Kickback Statute are punishable by imprisonment for up to ten years and fines of up to $100,000 or both. Larger fines can be imposed upon corporations under the provisions of the U.S. Sentencing Guidelines and the Alternate Fines Statute. Individuals and entities convicted of violating the federal Anti-Kickback Statute are subject to mandatory exclusion from participation in Medicare, Medicaid and other federal healthcare programs for a minimum of five years. Civil penalties for violation of this law include up to $100,000 in monetary penalties per violation, repayments of up to three times the total payments between the parties to the arrangement and suspension from future participation in Medicare and Medicaid. Court decisions have held that the statute may be violated even if only one purpose of remuneration is to induce referrals. The Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010 (Affordable Care Act (ACA)), amended the federal Anti-Kickback Statute to clarify the intent that is required to prove a violation. Under the statute as amended, the defendant does not need to have actual knowledge of the federal Anti-Kickback Statute or have the specific intent to violate it. In addition, the ACA amended the federal Anti-Kickback Statute to provide that any claims for items or services resulting from a violation of the federal Anti-Kickback Statute are considered false or fraudulent for purposes of the FCA.

The federal Anti-Kickback Statute includes statutory exceptions and regulatory safe harbors that protect certain arrangements. Business transactions and arrangements that are structured to comply fully with an applicable safe harbor do not violate the federal Anti-Kickback Statute. However, transactions and arrangements that do not satisfy all elements of a relevant safe harbor do not necessarily violate the law. When an arrangement does not satisfy a safe harbor, the arrangement must be evaluated on a case-by-case basis in light of the parties' intent and the arrangement's potential for abuse. Arrangements that do not satisfy a safe harbor may be subject to greater scrutiny by enforcement agencies.

We enter into several arrangements with physicians that potentially implicate the Anti-Kickback Statute, such as:

Medical Director Agreements. Because our medical directors refer patients to our dialysis centers, our arrangements with these physicians are designed to substantially comply with the safe harbor for personal service arrangements. Although we endeavor to structure the Medical Director Agreements we enter into with physicians to substantially comply with the safe harbor for personal service arrangements, including the requirement that compensation be consistent with fair market value, the safe harbor requires that when services are provided on a part-time basis, the agreement must specify the schedule of intervals of services, and their precise length and the exact charge for such services. Because of the nature of our medical directors' duties, it is impossible to fully satisfy this technical element of the safe harbor. As a result, these arrangements could be subject to scrutiny since they do not expressly describe the schedule of part-time services to be provided under the arrangement.

Joint Ventures. We own a controlling interest in numerous U.S. dialysis related joint ventures. For the year ended December 31, 2018, these joint ventures represented approximately 25% of our net U.S. dialysis and related lab services revenues. We expect to continue to enter into new U.S. dialysis related joint ventures in the ordinary course of business while maintaining over time most of our existing joint ventures, which would increase the total number of our Kidney Care joint ventures. Our relationships with physicians and other referral sources relating to these joint ventures do not fully satisfy the safe harbor for investments in small entities. Although failure to comply with a safe harbor does not render an arrangement illegal under the federal Anti-Kickback Statute, an arrangement that does not operate within a safe harbor may be subject to scrutiny and the Department of Health and Human Services' Office of Inspector General (OIG) has warned in the past that certain joint venture relationships have a potential for abuse. Physician joint ventures that fall outside the safe harbors are evaluated on a case-by-case basis under the federal Anti-Kickback Statute.

In this regard, we have endeavored to structure our joint ventures to satisfy as many elements of the safe harbor for investments in small entities as we believe are commercially reasonable. For example, we believe that these investments are offered and made by us on a fair market value basis and provide returns to the investors in proportion to their actual investment in the venture. However, since the arrangements do not satisfy all of the requirements of an applicable safe harbor, these arrangements could be subject to scrutiny on the ground that they are intended to induce patient referrals.

We were subject to investigation by the United States Attorney's Office for the District of Colorado, the Civil Division of the United States Department of Justice (DOJ) and the OIG related to our then-existing relationships with physicians,

including our joint ventures, and whether those relationships and joint ventures comply with the federal Anti-Kickback Statute and the FCA. In October 2014, we entered into a Settlement Agreement with the United States and relator David Barbetta to resolve the then pending 2010 and 2011 U.S. Attorney physician relationship investigations. In connection with the resolution of this matter, and in exchange for the OIG's agreement not to exclude us from participating in the federal healthcare programs, we entered into a five-year CIA with the OIG. The CIA (i) requires that we maintain certain elements of our compliance programs; (ii) imposes certain expanded compliance-related requirements during the term of the CIA; (iii) requires ongoing monitoring and reporting by an independent monitor, imposes certain reporting, certification, records retention and training obligations, allocates certain oversight responsibility to the Board's Compliance Committee, and necessitates the creation of a Management Compliance Committee and the retention of an independent compliance advisor to the Board; and (iv) contains certain business restrictions related to a subset of our joint venture arrangements. For additional information regarding our CIA, see Item 1 Business under the heading "Corporate Compliance Program."

Lease Arrangements. We lease space for numerous dialysis centers from entities in which physicians, hospitals or medical groups hold ownership interests, and we sublease space to referring physicians at approximately 240 of our dialysis centers as of December 31, 2018. We endeavor to structure these arrangements to comply with the federal Anti-Kickback Statute safe harbor for space rentals in all material respects.

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

Discounts. Our dialysis centers sometimes acquire certain items and services at a discount that may be reimbursed by a federal healthcare program. We endeavor to structure our vendor contracts that include discount or rebate provisions to comply with the federal Anti-Kickback Statute safe harbor for discounts.

If any of our business transactions or arrangements, including those described above, were found to violate the federal Anti-Kickback Statute, we, among other things, could face criminal, civil or administrative sanctions, including possible exclusion from participation in Medicare, Medicaid and other state and federal healthcare programs. Any findings that we have violated these laws could have a material adverse impact on our business, results of operations, financial condition, cash flows, reputation and stock price.

As part of HHS's Regulatory Sprint to Coordinated Care (Regulatory Sprint), OIG issued a request for information (RFI) in August 2018 seeking input on regulatory provisions that may act as barriers to coordinated care or value-based care. Specifically, OIG sought to identify ways in which it might modify or add new safe harbors to the Anti-Kickback Statute (as well as exceptions to the definition of "remuneration" in the beneficiary inducements provision of the Civil Monetary Penalty statute) in order to foster arrangements that promote care coordination and advance the delivery of value-based care, while also protecting against harms caused by fraud and abuse. Comments were due in October 2018, but OIG has yet to issue any proposed rules or take other regulatory action related to the RFI.

Stark Law

The Stark Law prohibits a physician who has a financial relationship, or who has an immediate family member who has a financial relationship, with entities providing Designated Health Services (DHS), from referring Medicare and Medicaid patients to such entities for the furnishing of DHS, unless an exception applies. DHS is defined to mean any of the following enumerated items or services; clinical laboratory services; physical therapy services; occupational therapy services; radiology services, including magnetic resonance imaging, computerized axial tomography scans, and ultrasound services; radiation therapy services and supplies; durable medical equipment and supplies; parenteral and enteral nutrients, equipment, and supplies; prosthetics, orthotics and prosthetic devices and supplies; home health services; outpatient prescription drugs; inpatient and outpatient hospital services; and outpatient speech-language pathology services. The types of financial arrangements between a physician and a DHS entity that trigger the self-referral prohibitions of the Stark Law are broad and include direct and indirect ownership and investment interests and compensation arrangements. The Stark Law also prohibits the DHS entity receiving a prohibited referral from presenting, or causing to be presented, a claim or billing for the services arising out of the prohibited referral. The prohibition applies regardless of the reasons for the financial relationship and the referral; unlike the federal Anti-Kickback Statute, intent to induce referrals is not required. If the Stark Law is implicated, the financial relationship must fully satisfy a Stark Law exception. If an exception is not satisfied, then the parties to the arrangement could be subject to sanctions. Sanctions for violation of the Stark Law include denial of payment for claims for services provided in violation of the prohibition, refunds of amounts collected in violation of the prohibition, a civil penalty of up to $15,000 for each service arising out of the prohibited referral, a civil penalty of up to $100,000 against parties that enter into a scheme to circumvent the Stark Law prohibition, civil assessment of up to three times the amount claimed, and potential exclusion from the federal healthcare programs, including Medicare and Medicaid. Amounts collected for prohibited claims

must be reported and refunded generally within 60 days after the date on which the overpayment was identified. Furthermore, Stark Law violations and failure to return overpayments timely can form the basis for FCA liability as discussed below.

The definition of DHS under the Stark Law excludes services paid under a composite rate, even if some of the components bundled in the composite rate are DHS. Although the ESRD bundled payment system is no longer titled a composite rate, we believe that the former composite rate payment system and the current bundled system are both composite systems excluded from the Stark Law. Since most services furnished to Medicare beneficiaries provided in our dialysis centers are reimbursed through a bundled rate, the services performed in our facilities generally are not DHS, and the Stark Law referral prohibition does not apply to those services. Certain separately billable drugs (drugs furnished to an ESRD patient that are not for the treatment of ESRD that CMS allows our centers to bill for using the so-called AY modifier) may be considered DHS. However, we have implemented certain billing controls designed to limit DHS being billed out of our dialysis clinics. Likewise, the definition of inpatient hospital services, for purposes of the Stark Law, also excludes inpatient dialysis performed in hospitals that are not certified to provide ESRD services. Consequently, our arrangements with such hospitals for the provision of dialysis services to hospital inpatients do not trigger the Stark Law referral prohibition.

In addition, although prescription drugs are DHS, there is an exception in the Stark Law for calcimimetics, EPO and other specifically enumerated dialysis drugs when furnished in or by an ESRD facility such that the arrangement for the furnishing of the drugs does not violate the Stark Law. The exception is available only for drugs included on a list of Current Procedural Terminology/Healthcare Common Procedure Coding System (CPT/HCPCS) codes published by CMS, and for calcimimetics, EPO, Aranesp® and equivalent drugs dispensed by the ESRD facility for use at home. While we believe that most drugs furnished by our dialysis centers are covered by the exception, dialysis centers may administer drugs that are not on the list of CPT/HCPCS codes and therefore do not meet this exception. In order for a physician who has a financial relationship with a dialysis center to order one of these drugs from the center and for the center to obtain Medicare reimbursement, another exception must apply.

We have entered into several types of financial relationships with referring physicians, including compensation arrangements. If our dialysis centers were to bill for a non-exempted drug and the financial relationships with the referring physician did not satisfy an exception, we could be required to change our practices, face civil penalties, pay substantial fines, return certain payments received from Medicare and beneficiaries or otherwise experience a material adverse effect as a result of a challenge to payments made pursuant to referrals from these physicians under the Stark Law.

Medical Director Agreements. We endeavor to structure our medical director agreements to satisfy the personal services arrangement exception to the Stark Law. While we believe that the compensation provisions included in our medical director agreements are the result of arm's length negotiations and result in fair market value payments for medical director services, an enforcement agency could nevertheless challenge the level of compensation that we pay our medical directors.

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

Common Stock. Some medical directors and other referring physicians may own our common stock. We believe that these interests satisfy the Stark Law exception for investments in large publicly traded companies.

Joint Ventures. Some of our referring physicians also own equity interests in entities that operate our dialysis centers. We believe that none of the Stark Law exceptions applicable to physician ownership interests in entities to which they make DHS referrals apply to the kinds of ownership arrangements that referring physicians hold in several of our subsidiaries that operate dialysis centers. Accordingly, these dialysis centers do not bill Medicare for DHS referrals from physician owners. If the dialysis centers bill for DHS referred by physician owners, the dialysis centers would be subject to the Stark Law penalties described above.

Ancillary Services. The operations of our ancillary and subsidiary businesses are also subject to compliance with the Stark Law, and any failure to comply with these requirements, particularly in light of the strict liability nature of the Stark Law, could subject these operations to the Stark Law penalties and sanctions described above.

If CMS or other regulatory or enforcement authorities determined that we have submitted claims in violation of the Stark Law, or otherwise violated the Stark Law, we would be subject to the penalties described above. In addition, it might be necessary to restructure existing compensation agreements with our medical directors and to repurchase or to request the sale of ownership interests in subsidiaries and partnerships held by referring physicians or, alternatively, to refuse to accept referrals

for DHS from these physicians, or take other actions to modify our operations. Any such penalties and restructuring or other required actions could have a material adverse effect on our business, results of operations, financial condition and cash flows.

In June 2018, CMS issued an RFI seeking input on how to address any undue regulatory impact and burden of the Stark Law. CMS placed the RFI in the context of HHS's Regulatory Sprint and stated that it identified aspects of the Stark Law that pose potential barriers to coordinated care. CMS thus sought comments on the impact and burden of the Stark Law, including whether it prevents or inhibits care coordination. Comments closed on August 24, 2018 and CMS has not yet issued proposed or final regulations based on the RFI.

Fraud and abuse under state law

Some states in which we operate dialysis centers have laws prohibiting physicians from holding financial interests in various types of medical facilities to which they refer patients. Some of these laws could potentially be interpreted broadly as prohibiting physicians who hold shares of our publicly traded stock or are physician owners from referring patients to our dialysis centers if the centers use our laboratory subsidiary to perform laboratory services for their patients or do not otherwise satisfy an exception to the law. States also have laws similar to or stricter than the federal Anti-Kickback Statute that may affect our ability to receive referrals from physicians with whom we have financial relationships, such as our medical directors. Some state anti-kickback laws also include civil and criminal penalties. Some of these laws include exemptions that may be applicable to our medical directors and other physician relationships or for financial interests limited to shares of publicly traded stock. Some, however, may include no explicit exemption for certain types of agreements and/or relationships entered into with physicians. If these laws are interpreted to apply to referring physicians with whom we contract for medical director and similar services, to referring physicians with whom we hold joint ownership interests or to referring physicians who hold interests in DaVita Inc. limited solely to our publicly traded stock, and for which no applicable exception exists, we may be required to terminate or restructure our relationships with or refuse referrals from these referring physicians and could be subject to criminal, civil and administrative sanctions, refund requirements and exclusions from government healthcare programs, including Medicare and Medicaid, which could have a material adverse effect on our business, results of operations, financial condition, cash flows, reputation and stock price.

Corporate Practice of Medicine and Fee-Splitting

There are states in which we provide management services to nephrology physician practices that have laws that prohibit business entities, such as our Company and our subsidiaries, from practicing medicine, employing physicians to practice medicine or exercising control over medical decisions by physicians (known collectively as the corporate practice of medicine). These states also prohibit entities from engaging in certain financial arrangements, such as fee-splitting, with physicians. In some states these prohibitions are expressly stated in a statute or regulation, while in other states the prohibition is a matter of judicial or regulatory interpretation. Violations of the corporate practice of medicine vary by state and may result in physicians being subject to disciplinary action, as well as to forfeiture of revenues from payors for services rendered. For lay entities, violations may also bring both civil and, in more extreme cases, criminal liability for engaging in medical practice without a license. Some of the relevant laws, regulations, and agency interpretations in states with corporate practice of medicine restrictions have been subject to limited judicial and regulatory interpretation. Moreover, state laws are subject to change.

The False Claims Act

The federal FCA is a means of policing false bills or false requests for payment in the healthcare delivery system. In part, the FCA authorizes the imposition of up to three times the government’s damages and civil penalties on any person who, among other acts:

- Knowingly presents or causes to be presented to the federal government, a false or fraudulent claim for payment or approval;
- Knowingly makes, uses or causes to be made or used, a false record or statement material to a false or fraudulent claim;
- Knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay the government, or knowingly conceals or knowingly and improperly, avoids or decreases an obligation to pay or transmit money or property to the federal government; or
- Conspires to commit the above acts.

In addition, amendments to the FCA impose severe penalties for the knowing and improper retention of overpayments collected from government payors. Under these provisions, within 60 days of identifying and quantifying an overpayment, a provider is required to notify CMS or the Medicare Administrative Contractor of the overpayment and the reason for it and return the overpayment. An overpayment impermissibly retained could subject us to liability under the FCA, exclusion from government healthcare programs, and penalties under the federal Civil Monetary Penalty statute. As a result of these provisions, our procedures for identifying and processing overpayments may be subject to greater scrutiny.

The penalties for a violation of the FCA range from $5,500 to $11,000 (adjusted for inflation) for each false claim, plus up to three times the amount of damages caused by each false claim, which can be as much as the amounts received directly or indirectly from the government for each such false claim. On January 29, 2018, the DOJ issued a final rule announcing adjustments to FCA penalties, under which the per claim penalty range increased to a range from $11,181 to $22,363 for penalties assessed after January 29, 2018, so long as the underlying conduct occurred after November 2, 2015. The federal government has used the FCA to prosecute a wide variety of alleged false claims and fraud allegedly perpetrated against Medicare and state healthcare programs, including coding errors, billing for services not rendered, the submission of false cost reports, billing for services at a higher payment rate than appropriate, billing under a comprehensive code as well as under one or more component codes included in the comprehensive code and billing for care that is not considered medically necessary. The ACA provides that claims tainted by a violation of the federal Anti-Kickback Statute are false for purposes of the FCA. Some courts have held that filing claims or failing to refund amounts collected in violation of the Stark Law can form the basis for liability under the FCA. In addition to the provisions of the FCA, which provide for civil enforcement, the federal government can use several criminal statutes to prosecute persons who are alleged to have submitted false or fraudulent claims for payment to the federal government.

Civil Monetary Penalties Statute

The Civil Monetary Penalties Statute, 42 U.S.C. § 1320a-7a, authorizes the imposition of civil money penalties, assessments, and exclusion against an individual or entity based on a variety of prohibited conduct, including, but not limited to:

- Presenting, or causing to be presented, claims for payment to Medicare, Medicaid, or other third-party payors that the individual or entity knows or should know are for an item or service that was not provided as claimed or is false or fraudulent;
- Offering remuneration to a Federal health care program beneficiary that the individual or entity knows or should know is likely to influence the beneficiary to order or receive health care items or services form a particular provider;
- Arranging contracts with an entity or individual excluded from participation in the Federal health care programs;
- Violating the federal Anti-Kickback Statute;
- Making, using, or causing to be made or used, a false record or statement material to a false or fraudulent claim for payment for items and services furnished under a Federal health care program;
- Making, using, or causing to be made any false statement, omission, or misrepresentation of a material fact in any application, bid, or contract to participate or enroll as a provider of services or a supplier under a Federal health care program; and
- Failing to report and return an overpayment owed to the federal government.

Substantial civil monetary penalties may be imposed under the federal Civil Monetary Penalty Statute and vary, depending on the underlying violation. In addition, an assessment of not more than three times the total amount claimed for each item or service may also apply, and a violator may be subject to exclusion from Federal and state health care programs.

Privacy and Security

The Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations, as amended by the federal Health Information Technology for Economic and Clinical Health Act (HITECH Act), (collectively referred to as HIPAA), require us to provide certain protections to patients and their health information. The HIPAA privacy and security regulations extensively regulate the use and disclosure of PHI and require covered entities, which include healthcare providers, to implement and maintain administrative, physical and technical safeguards to protect the security of such information. Additional security requirements apply to electronic PHI. These regulations also provide patients with substantive rights with respect to their health information.

The HIPAA privacy and security regulations also require us to enter into written agreements with certain contractors, known as business associates, to whom we disclose PHI. Covered entities may be subject to penalties for, among other activities, failing to enter into a business associate agreement where required by law or as a result of a business associate violating HIPAA if the business associate is found to be an agent of the covered entity and acting within the scope of the agency. Business associates are also directly subject to liability under the HIPAA privacy and security regulations. In instances where we act as a business associate to a covered entity, there is the potential for additional liability beyond our status as a covered entity.

Covered entities must report breaches of unsecured PHI to affected individuals without unreasonable delay but not to exceed 60 days of discovery of the breach by a covered entity or its agents. Notification must also be made to the HHS, and, for breaches of unsecured PHI involving more than 500 residents of a state or jurisdiction, to the media. All non-permitted uses or disclosures of unsecured PHI are presumed to be breaches unless the covered entity or business associate establishes that there is a low probability the information has been compromised. Various state laws and regulations may also require us to notify affected individuals in the event of a data breach involving individually identifiable information without regard to whether there is a low probability of the information being compromised.

Penalties for impermissible use or disclosure of PHI were increased by the HITECH Act by imposing tiered penalties of more than $50,000 per violation and up to $1.5 million per year for identical violations. In addition, HIPAA provides for criminal penalties of up to $250,000 and ten years in prison, with the severest penalties for obtaining and disclosing PHI with the intent to sell, transfer or use such information for commercial advantage, personal gain or malicious harm. Further, state attorneys general may bring civil actions seeking either injunction or damages in response to violations of the HIPAA privacy and security regulations that threaten the privacy of state residents.

Data protection laws are evolving globally, and may add additional compliance costs and legal risks to our international operations. In Europe, the General Data Protection Regulation (GDPR) became effective on May 25, 2018. The GDPR applies to entities that are established in the European Union (EU), as well as extends the scope of EU data protection laws to foreign companies processing data of individuals in the EU. The GDPR imposes a comprehensive data protection regime with the potential for regulatory fines as well as data breach litigation by impacted data subjects. Under GDPR, regulatory penalties may be passed by data protection authorities for up to the greater of 4% of worldwide turnover or €20 million. The costs of compliance with, and other burdens imposed by, the GDPR and other new laws, regulations and policies implementing the GDPR may impact our European operations and/or limit the ways in which we can provide services or use personal data collected while providing services. If we fail to comply with the requirements of GDPR, we could be subject to penalties that would have a material adverse impact on our business, results of operations, financial condition and cash flows.

Data protection laws are also evolving nationally, and may add additional compliance costs and legal risks to our U.S. operations. For example, the California legislature recently passed the California Consumer Protection Act (CCPA), which is scheduled to become effective January 1, 2020. The CCPA is a privacy bill that requires certain companies doing business in California to disclose information regarding the collection and use of a consumer's personal data and to delete a consumer's data upon request. The Act also permits the imposition of civil penalties and expands existing state security laws by providing a private right of action for consumers in certain circumstances where consumer data is subject to a breach. We are still evaluating whether and how this rule will impact our U.S. operations and /or limit the ways in which we can provide services or use personal data collected while providing services.

Healthcare reform

In March 2010, broad healthcare reform legislation was enacted in the U.S. through the ACA. Although many of the provisions of the ACA did not take effect immediately and continue to be implemented, and some have been and may be modified before or during their implementation, the reforms could continue to have an impact on our business in a number of ways. We cannot predict how employers, private payors or persons buying insurance might react to federal and state healthcare reform legislation or what form many of these regulations will take before implementation.

The ACA introduced healthcare insurance exchanges, which provide a marketplace for eligible individuals and small employers to purchase healthcare insurance. The business and regulatory environment continues to evolve as the exchanges mature, and statutes and regulations are challenged, changed and enforced.

The ACA also requires that all non-grandfathered individual and small group health plans sold in a state, including plans sold through the state-based exchanges created pursuant to the healthcare reform laws, cover essential health benefits (EHBs) in ten general categories. The scope of the benefits is intended to equal the scope of benefits under a typical employer plan.

On February 25, 2013, HHS issued the final rule governing the standards applicable to EHB benchmark plans, including new definitions and actuarial value requirements and methodology, and published a list of plan benchmark options that states can use to develop EHBs. The rule describes specific coverage requirements that (i) prohibit discrimination against individuals because of pre-existing or chronic conditions, (ii) ensure network adequacy of essential health providers, and (iii) prohibit benefit designs that limit enrollment and that prohibit access to care for enrollees. Subsequent regulations relevant to the EHB have continued the benchmark plan approach for 2016 and future years and have implemented clarifications and modifications to the existing EHB regulations, including the prohibition on discrimination, network adequacy standards and other requirements. In recent years, CMS has issued an annual Notice of Benefit and Payment Parameters rulemaking and related guidance setting forth standards for insurance plans provided through the exchanges.

Other aspects of the 2010 healthcare reform laws may affect our business as well, including provisions that impact the Medicare and Medicaid programs. These and other provisions of the ACA remain subject to ongoing uncertainty due to developing regulations and clarifications, including those described above, as well as continuing political and legal challenges at both the federal and state levels. Republicans control the Executive branch and Senate, and since 2016 have implemented both administrative and legislative initiatives that have had adverse impacts on the ACA and its programs. For example, in October 2017, the federal government announced that cost-sharing reduction payments to insurers would end, effective immediately, unless Congress appropriated the funds, and, in December 2017, Congress passed the Tax Cuts and Jobs Act, which includes a provision that eliminates the penalty under the ACA's individual mandate for individuals who fail to obtain a qualifying health insurance plan and could impact the future state of the exchanges. Moreover, in February 2018, Congress passed the BBA which, among other things, repealed the Independent Payment Advisory Board that was established by the ACA and intended to reduce the rate of growth in Medicare spending by extending sequestration cuts to Medicare payments through fiscal year 2027. While certain provisions of the BBA may increase the scope of benefits available for certain chronically ill federal health care program beneficiaries beginning in 2020, the ultimate impact of such changes cannot be predicted. While there may be significant changes to the healthcare environment in the future, the specific changes and their timing are not yet apparent. As a result, there is considerable uncertainty regarding the future with respect to the exchanges, and, indeed, many core aspects of the current health care marketplace. While specific changes and their timing are not yet apparent, such changes could lower our reimbursement rates or increase our expenses. Any failure to successfully implement strategic initiatives that respond to future legislative, regulatory, and executive changes could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Other regulations

Our U.S. dialysis and related lab services operations are subject to various state hazardous waste and non-hazardous medical waste disposal laws. These laws do not classify as hazardous most of the waste produced from dialysis services. Occupational Safety and Health Administration regulations require employers to provide workers who are occupationally subject to blood or other potentially infectious materials with prescribed protections. These regulatory requirements apply to all healthcare facilities, including dialysis centers, and require employers to make a determination as to which employees may be exposed to blood or other potentially infectious materials and to have in effect a written exposure control plan. In addition, employers are required to provide or employ hepatitis B vaccinations, personal protective equipment and other safety devices, infection control training, post-exposure evaluation and follow-up, waste disposal techniques and procedures and work practice controls. Employers are also required to comply with various record-keeping requirements.

In addition, a few states in which we do business have certificate of need programs regulating the establishment or expansion of healthcare facilities, including dialysis centers.

Capacity and location of our U.S. dialysis centers

Typically we are able to increase our capacity by extending hours at our existing dialysis centers, expanding our existing dialysis centers, relocating our dialysis centers, developing new dialysis centers and by acquiring dialysis centers. The development of a typical outpatient dialysis center by us generally requires approximately $2.2 million for leasehold improvements and other capital expenditures. Based on our experience, a new outpatient dialysis center typically opens within a year after the property lease is signed, normally achieves operating profitability in the second year after Medicare certification and normally reaches maturity within three to five years. Acquiring an existing outpatient dialysis center requires a substantially greater initial investment, but profitability and cash flows are generally accelerated and more predictable. To a limited extent, we enter into agreements to provide management and administrative services to outpatient dialysis centers in which we own a noncontrolling equity investment or which are wholly-owned by third parties in return for management fees, which are typically based on a percentage of revenues or cash collections of the managed center's operations.

The table below shows the growth of our U.S. dialysis operations by number of dialysis centers.

	2018	2017	2016	2015	2014
Number of centers at beginning of year	2,510	2,350	2,251	2,179	2,074
Acquired centers	18	66	8	6	18
Developed centers	152	121	100	72	105
Net change in centers with management and administrative services agreements[1]	(5)	(2)	—	2	—
Sold and closed centers[2][3]	(9)	(15)	(4)	(3)	(2)
Closed centers[4]	(2)	(10)	(5)	(5)	(16)
Number of centers at end of year	2,664	2,510	2,350	2,251	2,179

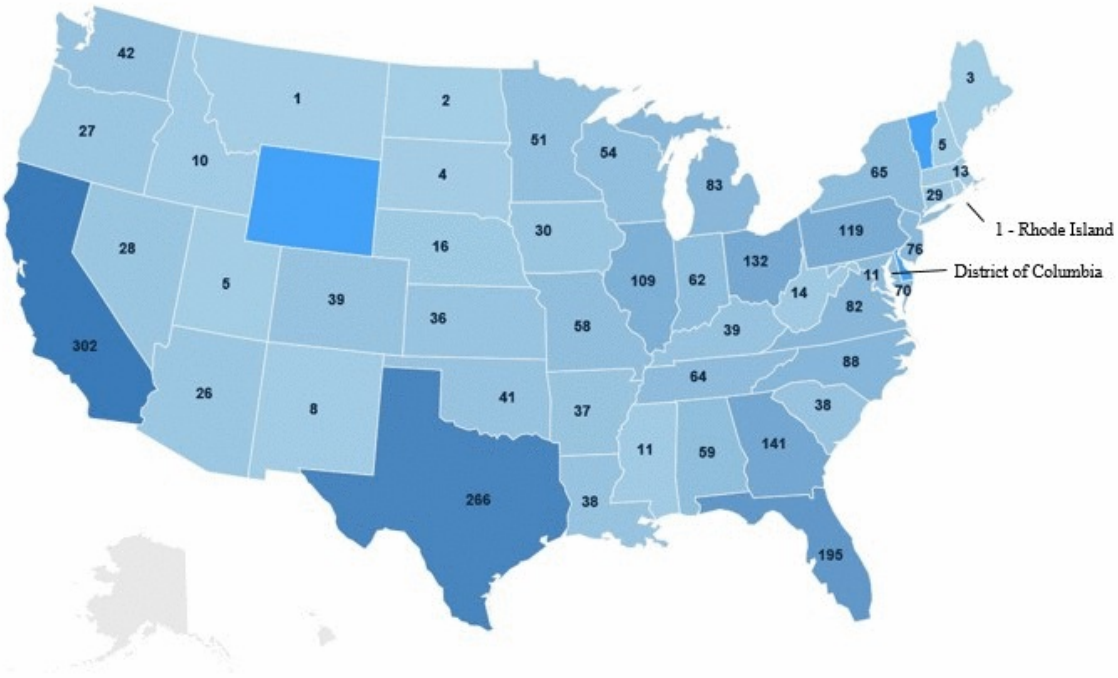
(1) Represents dialysis centers in which we own a noncontrolling equity investment or which are wholly-owned by third parties, and also includes dialysis centers we deconsolidated and transferred to management services agreements.

(2) Includes centers that were divested as a part of our Renal Ventures acquisition in 2017.

(3) Represents dialysis centers that were sold and/or closed for which patients were not retained.

(4) Represents dialysis centers that were closed for which the majority of patients were retained and transferred to one of our other existing outpatient dialysis centers.

As of December 31, 2018, we operated or provided administrative services to a total of 2,664 U.S. outpatient dialysis centers. A total of 2,630 of such centers are consolidated in our financial statements. Of the remaining 34 unconsolidated U.S. outpatient dialysis centers, we own a noncontrolling interest in 30 centers and provide management and administrative services to four centers that are wholly-owned by third parties. The locations of the 2,630 U.S. outpatient dialysis centers consolidated in our financial statements at December 31, 2018 were as follows:



Ancillary services and strategic initiatives businesses, including our international operations

As of December 31, 2018, our ancillary services and strategic initiatives consisted primarily of disease management services, vascular access services, clinical research programs, physician services, ESRD seamless care organizations, comprehensive care, and our international operations and relate primarily to our core business of providing kidney care services.

Ancillary services and strategic initiatives consist primarily of the following:

- *Disease management services.* VillageHealth DM, LLC doing business as DaVita Integrated Kidney Care (DaVita IKC) provides advanced integrated care management services to health plans and government programs for members/beneficiaries diagnosed with ESRD, chronic kidney failure, and/or poly-comorbid conditions. Through a combination of clinical coordination, innovative interventions, medical claims analysis and information technology, we endeavor to assist our customers and patients in obtaining superior renal healthcare and improved clinical outcomes, as well as helping to reduce overall medical costs. Integrated kidney care management revenues from commercial and Medicare Advantage insurers can be based upon either an established contract fee recognized as earned over the contract period, or related to the operation of value-based programs, including pay for performance, shared savings, and capitation contracts. DaVita IKC also operates Medicare Advantage ESRD Special Needs Plans in partnership with payors that work with CMS to provide ESRD patients full service healthcare. We are at risk for all medical costs of the program in excess of the capitation payments. Furthermore, in October 2015, DaVita IKC entered into management service agreements to support three ESCO joint ventures in which we are an investor through certain wholly- or majority-owned dialysis clinics.

- *Vascular access services.* Lifeline provides management and administrative services to physician-owned vascular access clinics that provide vascular services for dialysis and other patients. Lifeline is also the majority-owner of three vascular access clinics. Management fees generated from providing management and administrative services are recognized as earned typically based on a percentage of revenues or cash collections generated by the clinics. Revenues associated with the vascular access clinics that are majority-owned are recognized in the period when the services are provided.

- *Clinical research programs.* DaVita Clinical Research (DCR) is a provider-based specialty clinical research organization with a full spectrum of services for clinical drug research and device development. DCR uses its extensive, applied database and real-world healthcare experience to assist in the design, recruitment and completion of retrospective and prospective pragmatic and clinical trials. Revenues are based upon an established fee per study, as determined by contract with drug companies and other sponsors and are recognized as earned according to the contract terms.

- *Physician services.* Nephrology Practice Solutions (NPS) is an independent business that partners with physicians committed to providing outstanding clinical and integrated care to patients. NPS provides nephrologist recruitment and staffing services in select markets which are billed on a per search basis. NPS also offers physician practice management services to nephrologists under administrative services agreements. These services include physician practice management, billing and collections, credentialing, coding, and other support services that enable physician practices to increase efficiency and manage their administrative needs. Additionally, NPS owns and operates nephrology practices in multiple states. Fees generated from these services are recognized as earned typically based upon flat fees or cash collections generated by the physician practice.

- *ESRD Seamless Care Organization joint ventures (ESCO JVs).* In October 2015, certain of our dialysis clinics entered into partnerships with various nephrology practices, health systems, and other providers to establish three ESCO JVs in Phoenix-Tucson Arizona, South Florida, and Philadelphia Pennsylvania-Camden, New Jersey. The ESCO JVs were formed under the CMS Innovation Center's Comprehensive ESRD Care (CEC) Model, a demonstration to assess the impact of care coordination for ESRD patients in a dialysis-center oriented ACO setting. Each ESCO JV has a shared risk arrangement with CMS and the programs are evaluated on a performance year basis. The delivery of improved quality outcomes for patients and program savings depend on the contributions of the dialysis center teammates, nephrologists, health system and hospital partners, pharmacy providers, other primary care and specialty care providers and facilities, and integrated care management support from DaVita IKC, which is also the manager of the ESCO JVs. In October 2017, CMS published the results for the first performance year, covering the period from October 2015 to December 2016, and all three ESCO JVs earned shared savings payments. Results for 2017 and 2018 performance years are anticipated to be released in 2019.

- *Comprehensive care.* DaVita Health Solutions was created to provide comprehensive care through house calls and post-acute care programs to help chronically ill patients through use of community based, physician- and nurse practitioner-led care teams to deliver medical, behavioral, social and palliative care within the patient's home or skilled nursing facility.

During 2018, we transitioned the customer service and fulfillment functions of our pharmacy business, DaVita Rx, to third parties and ceased our related distribution operations. DaVita Rx was a pharmacy that specialized in providing oral medications and medication management services to patients with ESRD. In addition, effective June 1, 2018, we sold 100% of the stock of Paladina Health, our direct primary care business. For additional discussion of our ancillary services and strategic initiatives businesses, see Item 7 Management's Discussion and Analysis of Financial Condition and Results of Operations.

International dialysis operations

As of December 31, 2018, we operated or provided administrative services to a total of 241 outpatient dialysis centers, which includes consolidated and nonconsolidated centers located in nine countries outside of the U.S., serving approximately 25,000 patients. Our international dialysis operations have continued to grow steadily and expand as a result of developing and acquiring outpatient dialysis centers in various strategic markets. Our international operations are included as part of our ancillary services and strategic initiatives. The table below summarizes the number of locations of our international outpatient dialysis centers.

	2018	2017	2016	2015	2014
Number of centers at beginning of year	237	154	118	91	73
Acquired centers	28	68	21	21	9
Developed and hospital operated centers	3	8	12	7	11
Managed centers, net	—	—	—	(1)	—
Closed centers	(2)	(1)	—	—	(2)
Net change in Asia Pacific Joint Venture (APAC JV) operated centers[1]	(25)	8	3	—	—
Number of centers at end of year	241	237	154	118	91

(1) In 2016 we deconsolidated the APAC JV.

The locations of our international outpatient dialysis centers are as follows:

Germany	56
Poland	51
Malaysia[1]	40
Brazil	33
Saudi Arabia	23
Colombia	20
Portugal	9
Taiwan[1]	7
China[1]	2
	241

(1) Includes centers that are operated or managed by our APAC JV.

Corporate Administrative Support

Corporate administrative support consists primarily of labor, benefits and long-term incentive compensation costs for departments which provide support to all of our different operating lines of business. These expenses are included in our consolidated general and administrative expenses and are partially offset by the allocation of management fees.

DaVita Medical Group (DMG) Division

In December 2017, we entered into an agreement to sell our DMG division to Optum, a subsidiary of UnitedHealth Group Inc., subject to receipt of required regulatory approvals and other customary closing conditions. As a result, the DMG business has been classified as held for sale and its results of operations are reported as discontinued operations.

DMG business overview

DMG is a patient- and physician-focused integrated healthcare delivery and management company with over two decades of experience providing coordinated, outcomes-based medical care in a cost-effective manner. As of December 31, 2018, DMG served approximately 753,800 members under its care in southern California, central and south Florida, southern Nevada and central New Mexico through capitation contracts with some of the nation's leading health plans. Of these members, approximately 321,500 individuals were patients enrolled in Medicare and Medicare Advantage, and the remaining approximately 432,300 individuals were managed care members whose health coverage is provided through their employer or who have individually acquired health coverage directly from a health plan or as a result of their eligibility for Medicaid benefits. In addition to its managed care business, during the year ended December 31, 2018, DMG provided care across all markets to approximately 932,700 patients whose health coverage is structured on a FFS basis, including patients enrolled through traditional Medicare and Medicaid programs, preferred provider organizations and other third party payors.

DMG patients as well as the patients of DMG's associated physicians, physician groups and IPAs benefit from an integrated approach to medical care that places the physician at the center of patient care. As of December 31, 2018, DMG delivered services to its members via a network of approximately 750 primary care physicians, over 3,200 associated group and other network primary care physicians, approximately 185 network hospitals, and several thousand associated group and network specialists. Together with hundreds of case managers, registered nurses and other care coordinators, these medical professionals utilize a comprehensive information technology system, sophisticated risk management techniques and clinical protocols to provide high-quality, cost-effective care to DMG's members.

U.S. healthcare spending has increased steadily over the past twenty years. These increases have been driven, in part, by the aging of the baby boomer generation, unhealthy behavioral and lifestyle choices in terms of exercise and diet, rapidly increasing costs in medical technology and pharmaceutical research, and provider reimbursement structures that may promote volume over quality in a FFS environment. These factors, as well as the steady growth of the U.S. population, have made the healthcare industry a growing market. CMS reported that in 2017 healthcare accounted for 17.9% of the U.S. gross domestic product and that healthcare spending increased 3.9% to reach $3.5 trillion. Medicare spending grew 4.2% to $706 billion in 2017 or 20% of National Health Expenditures, according to CMS. Medicare's share of the federal budget was approximately 17.1% in 2018 according to the Congressional Budget Office (CBO). Medicare is frequently the focus of discussions on how to moderate the growth of both federal spending and healthcare spending in the U.S.

Growth in Medicare spending is expected to continue due to demographic changes. According to the U.S. Census Bureau, the U.S. population aged 65 and over is expected to be 83.7 million in 2050 — almost double its estimated population of 43.1 million in 2012.

Medicare Advantage is an alternative to the traditional FFS Medicare program, which permits Medicare beneficiaries to receive benefits from a managed care health plan. Medicare Advantage plans contract with CMS to provide benefits that are at least comparable to those offered under the traditional FFS Medicare program in exchange for a fixed per-member monthly premium payment from CMS. The monthly premium varies based on the county in which the member resides, further adjusted to reflect the plan members' expected medical cost risk. Individuals who elect to participate in the Medicare Advantage program typically receive greater benefits than traditional FFS Medicare Part B beneficiaries, including additional preventive services, vision, dental and prescription drug benefits, and often have lower deductibles and co-payments than traditional FFS Medicare.

CMS pays Medicare Advantage health plans under a bidding process. Plans bid against county-level benchmarks. If a plan's bid is higher than the benchmark, enrollees pay the difference in the form of a monthly premium. If the bid is lower than the benchmark, the plan receives the difference between its payment amount and its bid as a rebate, which must be returned to enrollees in the form of additional benefits, reduced premiums, or lower cost sharing.

Managed care health plans were developed, primarily during the 1980s, in an attempt to mitigate the rising cost of providing healthcare benefits to populations covered by traditional health insurance. These managed care health plans often enroll members through their employers. As a result of the prevalence of these health plans, many seniors now becoming eligible for Medicare have been interacting with managed care companies through their employers for the last 30 years. Individuals turning 65 now are likely to be far more familiar with the managed care setting than previous Medicare

populations. According to Kaiser Family Foundation, in 2018, Medicare Advantage represented 34% of total Medicare members, creating a significant opportunity for additional Medicare Advantage penetration of newly eligible seniors.

In an effort to reduce the number of uninsured and to begin to control healthcare expenditures, President Obama signed the ACA into law in March 2010, which was affirmed, in substantial part, by the U.S. Supreme Court in June 2012. As of the end of 2017, the number of uninsured nonelderly Americans was 28.5 million, a decrease of over 13 million since 2013. These previously uninsured Americans and potentially newly eligible Medicaid beneficiaries represent a significant new market opportunity for health plans. We believe that health plans looking to cover these newly eligible individuals under fixed premium arrangements will seek provider arrangements that can effectively manage the cost and quality of the care being provided to these newly eligible individuals, although the 2016 Presidential and Congressional elections and subsequent developments, including recent federal tax reform legislation and legal challenges to the law, have caused the future state of the ACA to become less clear.

One of the primary ways in which the ACA funded expanded health insurance coverage is through cuts in Medicare Advantage reimbursement. County benchmarks have transitioned to a system in which each county's benchmark is a certain percentage (ranging from 95% to 115%) of FFS Medicare. In a March 2018 report to Congress, the Medicare Payment Advisory Commission (MedPAC) estimated that 2018 Medicare Advantage benchmarks (including quality bonuses), bids, and payments would average 107%, 90%, and 101% of FFS spending, respectively.

Despite the fact that the plan bids average less than FFS spending, payments for enrollees in these plans usually exceed FFS spending because the benchmarks are high relative to FFS spending. For example, health maintenance organizations (HMOs) as a group bid an average of 88% of FFS spending, yet 2018 payments for HMO enrollees are estimated to average 100% of FFS spending (including the quality bonuses).

Nonetheless, changes in benchmarks and/or bids that lower payments to Medicare Advantage plans could adversely affect DMG's business, results of operations, financial condition and cash flows.

Many health plans recognize both the opportunity for growth from senior members as well as the potential risks and costs associated with managing additional senior members. In regions operated by DMG and numerous other markets, many health plans subcontract a significant portion of the responsibility for managing patient care to integrated medical networks such as DMG. These integrated healthcare networks, whether medical groups or IPAs, offer a comprehensive medical delivery system and sophisticated care management knowledge and infrastructure to more efficiently provide for the healthcare needs of the population enrolled with that health plan. While reimbursement models for these arrangements vary around the country, health plans in California, Florida, Nevada and New Mexico often prospectively pay the integrated healthcare network a fixed Per Member Per Month (PMPM) amount, or capitation payment, which is often based on a percentage of the amount received by the health plan. The capitation payment is for much-and sometimes virtually all-of the care needs of the applicable membership. Capitation payments to integrated healthcare networks, in aggregate, represent a prospective budget from which the network manages care-related expenses on behalf of the population enrolled with that network. To the extent that these networks manage care-related expenses below the capitated levels, the network realizes an operating profit. On the other hand, if care-related expenses exceed projected levels, the network will realize an operating deficit. Since premiums paid represent a significant amount per person, there is a significant revenue opportunity for an integrated medical network like DMG that is able to effectively manage its costs under a capitated arrangement.

Integrated medical networks, such as DMG, that have scale are positioned to spread an individual member's cost exposure across a wider population and realize the benefits of pooling medical risk among large numbers of patients. In addition, integrated medical networks with years of managed care experience can utilize their sizeable medical experience data to identify specific medical care and quality management strategies and interventions for potential high cost cases and aggressively manage them to improve the health of its population base and, thus, lower cost. Many integrated medical networks, like DMG, also have established physician performance metrics that allow them to monitor quality and service outcomes achieved by participating physicians in order to reward efficient, high quality care delivered to members and initiate improvement efforts for physicians whose results can be enhanced.

Healthcare reform

The U.S. healthcare system, including the Medicare Advantage program, is subject to a broad array of new laws and regulations as a result of the ACA. This legislation made significant changes to the Medicare program and to the health insurance market overall. The ACA is considered by some to be the most dramatic change to the U.S. healthcare system in decades. The U.S. Supreme Court found that the individual mandate to obtain health insurance coverage under this legislation is constitutional and also found that the expanded Medicaid benefit included in the legislation is constitutional if states can opt out of the expanded Medicaid benefit without losing their funding under the pre-reform Medicaid program. In a separate,

subsequent case, the U.S. Supreme Court also upheld the use of subsidies to individuals in federally-facilitated healthcare exchanges, rejecting an argument that such subsidies would apply only in the state-run healthcare exchanges.

The ACA reflects sweeping legislation that, if fully implemented, may have a significant impact on the U.S. healthcare system generally and the operations of DMG's business. There are numerous steps required to implement the ACA, and implementation remains ongoing and uncertain. Congress also has enacted, and may continue to seek, legislative changes that alter, delay, or eliminate some of the ACA's provisions. For example, under the 2016 omnibus budget agreement, Congress voted to delay certain new taxes that the ACA had enacted, including the excise tax on certain high-cost health plans, the medical device tax, and the tax on health insurers. In addition, the 2016 Presidential and Congressional elections and subsequent developments have caused the future state of the ACA to be unclear. In October 2017, the federal government announced that cost-sharing reduction payments to insurers would end, effective immediately, unless Congress appropriated the funds, and, in December 2017, Congress passed the Tax Cuts and Jobs Act, which includes a provision that eliminates the penalty under the ACA's individual mandate for individuals who fail to obtain a qualifying health insurance plan and could impact the future state of the exchanges. Further, in February 2018, Congress passed the BBA, which, among other things, repealed the Independent Payment Advisory Board that was established by the ACA and intended to reduce the rate of growth in Medicare spending by extending sequestration cuts to Medicare payments through fiscal year 2027. While certain provisions of the BBA may increase the scope of benefits available for certain chronically ill federal health care program beneficiaries beginning in 2020, the ultimate impact of such changes cannot be predicted. While specific changes and their timing are not yet apparent, the enacted reforms as well as future legislative, regulatory, judicial or executive changes could have a material adverse effect on our business, results of operations, financial condition and cash flows, including lowering our reimbursement rates and increasing our expenses.

One provision of the ACA required CMS to establish a Medicare Shared Savings Program (MSSP) that promotes accountability and coordination of care through the creation of ACOs. The program allows certain providers and suppliers (including hospitals, physicians and other designated professionals) to voluntarily form ACOs and work together along with other ACO participants to invest in infrastructure and redesign delivery processes to achieve high quality and efficient delivery of services. In 2017, HCP ACO California, LLC (formerly DaVita Medical ACO California, LLC) doing business as HealthCare Partners ACO participated in its first year of the CMS Innovation Center's Next Generation ACO model and achieved $11.8 million in savings. HealthCare Partners ACO will continue to participate in the Next Generation program for both 2018 and 2019. Results for 2018 participation will be available in 2019. In December 2018, CMS issued a final rule for the MSSP, which among other things, requires ACOs to accept a two-sided risk model (as opposed to a one-sided model), wherein ACOs need to share in the financial risk of their patients' healthcare spending (i.e., shared losses) in addition to shared savings. This rule could negatively impact the revenue and profitability of DMG's MSSP ACO.

Payor environment

Government programs

DMG derives a significant portion of its revenues from services rendered to beneficiaries of Medicare (including Medicare Advantage), Medicaid, and other governmental healthcare programs.

Medicare. The Medicare program was established in 1965 and became effective in 1967 as a federally funded U.S. health insurance program for persons aged 65 and older, and it was later expanded to include individuals with ESRD and certain disabled persons, regardless of income or age. Since its formation, Medicare has grown to an approximately $706 billion program in 2017, covering approximately 60 million Americans and, based on the growing number of eligible beneficiaries and increases in the cost of healthcare, CBO projects that net Medicare spending will increase from $585 billion in 2018 to $1.2 trillion in 2028.

Initially, Medicare was offered only on a FFS basis. Under the Medicare FFS payment system, an individual can choose any licensed physician enrolled in Medicare and use the services of any hospital, healthcare provider or facility certified by Medicare. CMS reimburses providers for covered services if CMS considers them medically necessary.

FFS Medicare pays for physician services according to a physician fee schedule (PFS) set each year by CMS in accordance with formulas mandated by Congress. Historically, CMS annually adjusted the Medicare Physician Fee Schedule (Medicare PFS) payment rates based on an updated formula that included application of the Sustainable Growth Rate (SGR). On April 16, 2015, President Obama signed and enacted into law H.R. 2, the Medicare Access and CHIP Reauthorization Act of 2015, which, among other things, repealed the SGR and instituted a 0% update to the single conversion factor under the Medicare PFS from January 1 through June 30, 2015, a 0.5% update for July 2015 through the end of 2019, and a 0% update for 2020 through 2025. For 2026 and subsequent years, the update will be either 0.75% or 0.25%, depending on the Alternate Payment Model (APM) in which the physician participates. On October 14, 2016, CMS released a final rule implementing,

among other changes, the Advanced APM incentive applicable to the physician fee schedule, under which physicians may receive bonus payments for participating in an Advanced APM. Among other things, the final rule identifies the criteria an APM must satisfy to be considered an Advanced APM, which could include some MSSP ACOs or providers participating in the CEC Model. Whether DMG's subsidiary ACO or dialysis providers participating in CEC are considered to be Advanced APMs could potentially affect physicians' willingness to participate in such entities, which may indirectly impact the operations of DMG's subsidiary ACO or its providers participating in the CEC Model. In addition, under the final rule, DMG's subsidiary ACO may also be required to submit certain quality data to CMS on behalf of its Merit-Based Incentive Payment System (MIPS) eligible clinicians, which could result in an increase in operational costs. Given that the payment updates for APMs have yet to take effect, we cannot determine the impact of such payment models on our business at this time.

In addition, in recent years, Congress has enacted various laws seeking to reduce the federal debt level and contain healthcare expenditures. For example, the BCA called for the establishment of a Joint Select Committee (the Committee) on Deficit Reduction, tasked with reducing the federal debt level. However, because the Committee did not draft a proposal by the BCA's deadline, President Obama issued an initial sequestration order that imposed automatic spending cuts on various federal programs. In particular, a 2% reduction to Medicare payments took effect on April 1, 2013, which was subsequently extended through 2027.

The instability of the federal budget may lead to legislation that could result in further cuts in Medicare and Medicaid payments to providers. In recent years, the government has enacted a patchwork of appropriations legislation to temporarily suspend the debt ceiling and continue government operations. Although the BBA passed in February 2018 enacted a two-year federal spending agreement and raised the federal spending cap on non-defense spending for fiscal years 2018 and 2019, the Medicare program is frequently mentioned as a target for spending cuts. Spending cuts to the Medicare program could adversely affect our business, results of operations, financial condition and cash flows.

Medicare Advantage. Medicare Advantage is a Medicare health plan program developed and administered by CMS as an alternative to the original FFS Medicare program. Under the Medicare Advantage program, Medicare beneficiaries may choose to receive benefits under a managed care health plan that provides benefits at least comparable to those offered under the original Medicare FFS payment system in exchange for which the health plan receives a monthly per patient premium payment from CMS. The Medicare Advantage monthly premium varies based on the county in which the member resides, and is adjusted to reflect the demographics and estimated risk profile of the members that enroll. Once a person is authorized by CMS to participate in Medicare Advantage, health plans compete for enrollment based on benefit design differences such as copayments or deductibles, availability of preventive care, attractiveness of and access to a network of hospitals, physicians and ancillary providers and enrollee premium contribution or, most often in Medicare Advantage plans, the absence of any monthly premium. In certain parts of the country, many health plans that provide Medicare Advantage benefits subcontract with integrated medical networks such as DMG to transfer the responsibility for managing patient care.

In 2004, CMS adopted a risk adjustment payment system for Medicare Advantage health plans in which the participating health plans' premiums are adjusted based on the actual illness burden of the members that enroll. The model bases a portion of the total CMS reimbursement payments on various clinical and demographic factors, including hospital inpatient diagnoses, additional diagnosis data from ambulatory treatment settings, hospital outpatient department and physician visits, gender, age and Medicaid eligibility. CMS requires that all managed care companies capture, collect and submit the necessary diagnosis code information to CMS twice a year for reconciliation with CMS's internal database. Medical providers, such as DMG, provide this diagnosis code information to health plan customers for submission to CMS. Under this system, the risk-adjusted portion of the total CMS payment to the Medicare Advantage plans will equal the local rate set forth in the traditional demographic rate book, adjusted to reflect the plan members' gender, age and morbidity.

Most Medicare beneficiaries have the option to enroll in private health insurance plans that contract with Medicare under the Medicare Advantage program. According to the Kaiser Family Foundation, the share of Medicare beneficiaries in such plans has risen rapidly in recent years; it reached approximately 34% in 2018 from approximately 13% in 2004. Plan costs for the standard benefit package can be significantly lower or higher than the corresponding cost for beneficiaries in the traditional Medicare FFS payment program. Prior to the ACA, private plans were generally paid a higher average amount, and they used the additional payments to reduce enrollee cost-sharing requirements, provide extra benefits, and/or reduce Medicare premiums. These enhancements were valuable to enrollees, but also resulted in higher Medicare costs overall and higher premiums for all Medicare Part B beneficiaries and not just those enrolled in Medicare Advantage plans. The ACA requires that future payments to plans be based on benchmarks in a range of 95% to 115% of local FFS Medicare costs, with bonus amounts payable to plans meeting high quality-of-care standards. In addition, health plans offering Medicare Advantage are required to spend at least 85% of their premium dollars on medical care, the so-called medical loss ratio (MLR). Since DMG is not a health plan, except for DaVita Health Plan of California, Inc. (DHPC), it is not subject to the 85% MLR requirement. See "DaVita Medical Group Division (DMG)—Knox-Keene" below. However, payments that health plans make to DMG will apply in full

towards the health plans' 85% MLR requirement. If a health plan does not meet the 85% MLR requirement, it must provide a rebate to its customers. Any such shortfalls would not impact amounts paid by health plans to DMG.

Medicaid. Medicaid is a federal entitlement program administered by the states that provides healthcare and long-term care services and support to low-income Americans. Medicaid is funded jointly by the states and the federal government. The federal government guarantees matching funds to states for qualifying Medicaid expenditures based on each state's federal medical assistance percentage, which is calculated annually and varies inversely with average personal income in the state. Subject to federal rules, each state establishes its own eligibility standards, benefit packages, payment rates and program administration within broad federal statutory and regulatory guidelines. Every state Medicaid program must balance a number of potentially competing demands, including the need for quality care, adequate provider access, and cost-effectiveness. In an effort to improve quality and provide more uniform and cost-effective care, many states have implemented Medicaid managed care programs to improve access to coordinated healthcare services, including preventative care, and to control healthcare costs. Under Medicaid managed care programs, a health plan receives capitation payments from the state. The health plan, in turn, arranges for the provision of healthcare services by contracting with a network of medical providers, such as DMG. DMG has entered into capitation agreements with health plans to manage approximately 90,800 Medicaid managed care members in its southern California market.

Commercial payors

According to the 2018 Annual Survey conducted by the Kaiser Family Foundation, approximately 152 million nonelderly people in the U.S. received their health insurance through their employers, which contracted with health plans to administer these healthcare benefits. Patients enrolled in health plans offered through an employment setting are generally referred to as commercial members. According to the survey, the percentage of workers covered was 53% in 2018 and 55% in 2017. Under the ACA, many uninsured individuals and many individuals who receive their health insurance benefits through small employers may purchase their healthcare benefits through insurance exchanges in which health plans compete directly for individual or small group members' enrollment. DMG derives a significant amount of its enrollment from commercial members; however, these members represent a disproportionately small share of DMG's operating profits.

Whether in the Medicare Advantage, commercial or Medicaid market, managed care health plans seek to provide a coordinated and efficient approach to managing the healthcare needs of their enrolled populations. By negotiating with providers, such as pharmacies, hospitals and physicians, and implementing various quality programs, managed care companies attempt to enhance their profitability by limiting their medical costs. These health plans have shown success in mitigating certain components of medical cost, but we believe the plans are limited by their indirect relationship with physicians, who in the aggregate direct most of their patients' healthcare costs. We believe that physician-led and professionally-managed integrated medical networks such as DMG's have a greater opportunity to influence cost and improve quality due to the close coordination of care at the most effective point of contact with the patient—the primary care physician.

Capitation and FFS revenue

There are a number of different models under which an integrated medical network receives payment for managing and providing healthcare services to its members.

Fee-for-service structure. Under traditional FFS reimbursement, physicians are paid a specified amount for each service or procedure that they provide during a patient visit. Under this structure, physician compensation is based on the volume of patient visits and procedures performed, thus offering limited financial incentive to focus on cost containment and preventative care. FFS revenues are derived primarily from DMG's physician services.

Capitation structure. Under capitation, payors pay a fixed amount per enrolled member, thereby subcontracting a significant portion of the responsibility and risks for managing patient care to physicians. Global capitation represents a prospective budget from which the provider network then manages care-related expenses including payments to associated providers outside the group, such as hospitals and specialists. Compared to traditional FFS models, we believe that capitation arrangements better align provider incentives with both quality and efficiency of care. We believe that this approach improves the quality of the experience for patients and the potential profitability for efficient care providers.

Since premiums paid represent a significant amount per person, the revenue and, when costs are effectively managed, profit opportunity available to an integrated medical network under a capitated arrangement can be significant. This is particularly the case for senior members and members with multiple diseases. We believe that the advantages, savings and efficiencies made possible by the capitated model are most pronounced when the care demands of the population are the most severe and require the most coordination, such as for the senior population or patients with chronic, complex and follow-on diseases. While organized coordination of care is central to the capitated model, it is also well suited to the implementation of

preventative care and disease management over the long-term since physicians have a financial incentive to improve the overall health of their patient population.

The inherent risk in assumption of global care risk relates to potential losses if a number of individual patients' medical costs exceed the expected amount. This risk is especially significant to individual practitioners or smaller physician groups who lack the scale required to spread the risk over a broad population. DMG has the scale, comprehensive medical delivery resources, significant infrastructure to support practicing physicians, and demonstrated care management knowledge to spread the risk of losses over a large patient population.

Global model. In Florida, DMG may contract directly with health plans under global capitation arrangements that include hospital services, because state law permits DMG to assume financial responsibility for both professional and institutional services. In New Mexico, DMG has assumed financial responsibility for professional services only.

In Nevada, DMG enters into global capitation arrangements to assume financial responsibility for both professional and institutional services. However, the Nevada Division of Insurance (NDI) has not opined on whether it is appropriate for an entity like DMG to enter into global capitation arrangements and assume financial responsibility for the provision of both professional and institutional services to either Medicare Advantage enrollees or enrollees of commercial health plans. In order to avoid an adverse finding by the NDI with respect to DMG's global capitation arrangements in Nevada, DMG applied for an insurance license from the NDI and obtained the license in 2015. DMG is currently evaluating its ability to assign any of its existing contracts to the NDI license holder. Because of the current global capitation to DMG, and DMG's assumption of nearly the entire professional and institutional risk in Nevada and Florida, DMG's health plan customers function primarily to support DMG in undertaking marketing and sales efforts to enroll members and processing claims in these states.

In California, entities that maintain full or restricted licenses under the California Knox-Keene Health Care Service Plan Act of 1975 (Knox-Keene) are permitted to assume financial responsibility for both professional and institutional services. As described below, in December 2013, DMG obtained a restricted Knox-Keene license and therefore may enter into global capitation arrangements with health plans through which DMG will assume financial responsibility for both professional and institutional services.

Risk-sharing model. In California, DMG currently utilizes a capitation model in several different forms. While there are variations specific to each arrangement, HealthCare Partners Affiliates Medical Group and HealthCare Partners Associates Medical Group, P.C. (collectively AMG), which are medical groups that have entered into management services agreements with DMG, have historically contracted with health plans to receive a PMPM or percentage of premium (POP) capitation payment for professional (such as physician) services and assumed the financial responsibility for professional services. In some cases, the health plans separately enter into capitation contracts with third parties (typically hospitals) who directly receive a capitation payment and assume contractual financial responsibility for institutional (such as hospital) services. In the case of institutional services and as a result of its managed care-related administrative services agreements with hospitals, AMG has recognized a percentage of the surplus of institutional revenues less institutional expense as AMG net revenues and has also been responsible for some percentage of any short-fall in the event that institutional expenses exceed institutional revenues. We refer to these arrangements as "dual risk arrangements." In other cases, the health plan does not pay a capitation payment to the hospital, but rather administers and pays fee-for-service claims for hospital expenses. We refer to these arrangements as "shared risk arrangements." In both cases, AMG has been responsible under its health plan agreements for managing the care dollars associated with both the professional and institutional services provided for in the AMG capitation payment. In total, approximately 29% of DMG's total membership was covered under dual risk arrangements as of December 31, 2018.

In connection with DMG's obtaining a restricted Knox-Keene license in California, substantially all of the California health plan contracts, along with the revenues received under such contracts, have been assigned from AMG to DHPC. In addition, DMG now has the legal authority to transition these health plan contracts to global capitation or "global risk" arrangements in which DMG is responsible for arranging professional and institutional services in exchange for capitation payments directly from the health plan. DMG evaluates its various payor arrangements on an ongoing basis, and based on this evaluation, may work with the California Department of Managed Health Care and certain selected health plans to convert to global risk arrangements. DMG converted two contracts to global risk in 2017 and one additional contract to global risk effective January 2019. In total, approximately 21% of DMG's total membership was covered under global risk arrangements as of December 31, 2018 and approximately 28% of its total membership is now covered under global risk arrangements as of January 2019.

Government regulation

In addition to the laws and regulations to which our U.S. dialysis and related lab services business are subject to, the internal operations of DMG and its contractual relationships with healthcare providers such as hospitals, other healthcare facilities, and healthcare professionals are subject to extensive and increasing regulation by numerous federal, state, and local government entities. These laws and regulations often are interpreted broadly and enforced aggressively by multiple government agencies, including the OIG, the DOJ, and various state authorities. Many of these laws and regulations are the same as those that impact our U.S. dialysis and related lab services business. For example:

- DMG's financial relationships with healthcare providers including physicians and hospitals could subject DMG to criminal and civil sanctions and penalties under the federal Anti-Kickback Statute;
- The referral of Medicare patients by DMG-associated physicians for the provision of DHS may subject the parties to sanctions and penalties under the Stark Law;
- DMG's financial relationships and those of its associated physicians may subject the parties to penalties and sanctions under state fraud and abuse laws;
- DMG's submission of claims to governmental payors such as the Medicare and Medicaid programs for services provided by its associated physicians and clinical personnel may subject DMG to sanction and penalties under the FCA; and
- DMG's handling of PHI may subject DMG to sanctions and penalties under HIPAA and its implementing privacy and security regulations, as amended by the HITECH Act, and state medical privacy laws which can include penalties and restrictions that are more severe than those which arise under HIPAA.

A finding that claims for services were not covered or not payable because services were not rendered or because claims otherwise were submitted in violation of the applicable healthcare laws and regulations, or the imposition of sanctions associated with a violation of any of these healthcare laws and regulations, could result in criminal and/or civil penalties and exclusion from participation in Medicare, Medicaid and other federal and state healthcare programs and could have a material adverse effect on DMG's business, results of operations, financial condition and cash flows. We cannot guarantee that the arrangements or business practices of DMG will not be subject to government scrutiny or be found to violate certain healthcare laws. Government audits, investigations and prosecutions, even if we are ultimately found to be without fault, can be costly and disruptive to DMG's business. Moreover, changes in healthcare legislation or government regulation may restrict DMG's existing operations, limit their expansion or impose additional compliance requirements and costs, any of which could have a material adverse effect on DMG's business, results of operations, financial condition and cash flows.

The following includes brief descriptions of some, but not all, of the laws and regulations that, in addition to those described in relation to our U.S. dialysis and related lab services business, affect DMG. DMG is also subject to the laws and regulations that apply to our U.S. dialysis and related lab services business. See "Kidney Care Division—Government regulation" above.

Licensing, certification, accreditation and related laws and guidelines. DMG clinical personnel are subject to numerous federal, state and local laws and regulations, relating to, among other things, licensing, professional credentialing and professional ethics. Since DMG clinical personnel perform services in medical office settings, hospitals and other types of healthcare facilities, DMG may indirectly be subject to laws applicable to those entities as well as ethical guidelines and operating standards of professional trade associations and private accreditation commissions, such as the American Medical Association and the Joint Commission. There are penalties for non-compliance with these laws, including discipline or loss of professional license, civil and/or criminal fines and penalties, loss of hospital admitting privileges, federal healthcare program disenrollment, loss of billing privileges, and exclusion from participation in various governmental and other third-party healthcare programs.

Professional licensing requirements. DMG's clinical personnel, including physicians, must satisfy and maintain their professional licensing in the states where they practice medicine. Activities that qualify as professional misconduct under state law may subject them to sanctions, including the loss of their licenses, and could subject DMG to sanctions as well. Many state boards of medicine impose reciprocal discipline, that is, if a physician is disciplined for having committed professional misconduct in one state where he or she is licensed, another state where he or she is also licensed may impose the same discipline even though the conduct did not occur in that state. Therefore, if a DMG-associated physician is licensed in multiple states, sanctions or loss of licensure in one state may result in sanction or the loss of licensure in other states. Professional

licensing sanctions may also result in exclusion from participation in governmental healthcare programs, such as Medicare and Medicaid, as well as other third-party programs.

Corporate practice of medicine and fee splitting. California, Colorado, Nevada, and Washington are states in which DMG operates that have laws that prohibit business entities, such as our Company and our subsidiaries, from practicing medicine, employing physicians to practice medicine or exercising control over medical decisions by physicians (known collectively as the corporate practice of medicine). These states also prohibit entities from engaging in certain financial arrangements, such as fee-splitting, with physicians. In some states these prohibitions are expressly stated in a statute or regulation, while in other states the prohibition is a matter of judicial or regulatory interpretation.

Violations of the corporate practice of medicine vary by state and may result in physicians being subject to disciplinary action, as well as to forfeiture of revenues from payors for services rendered. For lay entities, violations may also bring both civil and, in more extreme cases, criminal liability for engaging in medical practice without a license.

In California, a violation of the corporate practice of medicine prohibition constitutes the unlawful practice of medicine, which is a public offense punishable by fines and other criminal penalties. In addition, any person who conspires with or aids and abets another in the unlawful practice of medicine is similarly guilty of a public offense and may be subject to comparable fines and criminal penalties. In Nevada, engaging in the corporate practice of medicine where not provided by a specific statute may also constitute the unlawful practice of medicine. This violation is a felony punishable by fines and other civil and criminal penalties. Physicians in Nevada can similarly be punished for aiding or assisting in the unlicensed practice of medicine.

In Colorado, any physician found to have abetted or assisted or conspired to engage in unprofessional conduct with respect to the practice of medicine is subject to disciplinary action, including the loss of licensure. Corporate entities or lay persons who are found to have engaged in the unauthorized practice of medicine may be subject to injunctive action and other criminal penalties. In Washington, the Secretary of Health is responsible for investigating complaints concerning the unlicensed practice of medicine and violations may be subject to a cease and desist order, civil fines, injunctive action, and other criminal penalties.

In our markets where the corporate practice of medicine is prohibited, DMG has historically operated by maintaining long-term management contracts with multiple associated professional organizations which, in turn, employ or contract with physicians to provide those professional medical services required by the enrollees of the payors with which the professional organizations contract. Under these management agreements, DMG performs only non-medical administrative services, does not represent that it offers medical services, and does not exercise influence or control over the practice of medicine by the physicians or the associated physician groups with which it contracts. For example, in California, DMG has full-service management contracts with AMG. The AMG entities are owned by California-licensed physicians and professional medical corporations and contract with physicians to provide professional medical services. In Nevada and Washington, DMG's Nevada and Washington subsidiaries have similar management agreements with Nevada and Washington professional corporations, as applicable, that employ and contract with physicians to provide professional medical services. In Colorado, the physician groups contract through a provider network to include a pharmacy and ambulatory surgery center.

Some of the relevant laws, regulations, and agency interpretations in states with corporate practice of medicine restrictions have been subject to limited judicial and regulatory interpretation. Moreover, state laws are subject to change. Regulatory authorities and other parties, including DMG's associated physicians, may assert that, despite the management agreements and other arrangements through which DMG operates, we are engaged in the prohibited corporate practice of medicine or that DMG's arrangements constitute unlawful fee-splitting. If this were to occur, we could be subject to civil and/or criminal penalties, DMG's agreements could be found legally invalid and unenforceable (in whole or in part), or we could be required to restructure DMG's contractual arrangements.

If we were required to restructure DMG's operating structures in our markets due to determination that a corporate practice of medicine violation existed, such a restructuring might include revisions of the California, Colorado, Nevada or Washington management services agreements, which might include a modification of the management fee, and/or establishing an alternative structure. For example, our subsidiaries in those states might have to obtain the equivalent of a California Knox-Keene license in such state in order to comply with the corporate practice of medicine rules while contracting directly with payors and, in turn, physicians, to provide physician services to the payors' enrollees. In California, DMG's restricted Knox-Keene license has created potential flexibility for DMG in the event regulatory authorities seek to enforce corporate practice of medicine or fee splitting laws based upon current management services relationships with AMG. DMG's restricted Knox-Keene license allows DHPC to contract with or employ physicians as a result of an exemption from California's corporate practice of medicine laws applicable to Knox-Keene licensees.

Knox-Keene. The California Department of Managed Health Care (DMHC) licenses and regulates Health Care Service Plans (HCSPs) pursuant to Knox-Keene, as amended. In addition to regulating Knox-Keene's various patient's rights protections for HCSP-enrolled individuals, the DMHC is responsible for ensuring the financial sustainability over time of licensed HCSPs and other regulated entities. As such, the DMHC is charged with continually monitoring the financial health of regulated entities. The DMHC's Division of Financial Oversight monitors and evaluates the financial viability of health plans to ensure continued access to health care services. Financial examination reviews include examinations of financial statements and financial arrangements, both by routine and non-routine examinations. The examination also ensures that there is adequate tangible net equity (TNE), as determined according to calculations included in Knox-Keene. The TNE regulations for organizations holding a Knox-Keene license, like DHPC, vary depending on circumstances, but generally require any licensee to have on hand in cash or cash equivalents a minimum of the greater of (i) $1 million, (ii) the sum of 2% of the first $150 million of annualized premium revenues plus 1% of annualized premium revenues in excess of $150 million, or (iii) the sum of 8% of the first $150 million of annualized healthcare expenditures (except those paid on a capitated basis or managed hospital payment basis) plus 4% of the annualized healthcare expenditures (except those paid on a capitated basis or managed hospital payment basis) which are in excess of $150 million; plus 4% of annualized hospital expenditures paid on a managed hospital payment basis. In its sole discretion, the DMHC may require, as a condition to obtaining or maintaining an HCSP license, that a licensee accept certain contractual undertakings such that the licensee is obligated to maintain TNE in amounts greater than the minimum amount described above. Additionally, a licensed HCSP is subject to additional DMHC reporting requirements and financial oversight if the HCSP fails to maintain at least 130% of its required minimum TNE. During the 2016 financial examination, DHPC was required to provide evidence of exclusive fidelity bond coverage in the amount of at least $2 million, with a deductible amount not in excess of $100,000 with a requirement to notify the Director of DMHC 30 days prior to cancellation.

The DMHC interprets Knox-Keene HCSP licensing requirements to apply to both full-service HCSPs and downstream restricted HCSP contracting entities, including provider groups that enter into global risk contracts with licensed HCSPs. A global risk contract is a healthcare services contract in which a downstream contracting entity agrees to provide both professional (physician) services and institutional (hospital) services subject to an at-risk or capitated reimbursement methodology. According to the DMHC, entities that accept global risk must obtain a restricted Knox-Keene license. Under a restricted Knox-Keene license, entities may enter into global risk contracts with other licensed HCSPs. Holders of restricted Knox-Keene licenses must comply with the same financial requirements as HCSPs with full licenses, including demonstrating specific levels of TNE, but are not required to meet Knox-Keene requirements for functions they are not delegated such as marketing. The consequences of operating without a license include civil penalties, criminal penalties and the issuance of cease and desist orders.

DHPC holds a restricted Knox-Keene license, which allows DHPC to contract directly with full service HCSPs to simplify DMG's historic contractual and financial structure and to facilitate expansion into new markets in California. However, this also subjects DMG and DHPC to additional regulatory obligations, including (i) regulatory oversight of operations, (ii) the need to seek approval for all material business changes, (iii) significant requirements to maintain certain TNE levels, and (iv) other operating limitations imposed by Knox-Keene and its regulations. Under its restricted Knox-Keene license, DHPC is prohibited from declaring or paying any dividends or making any distribution of cash or property to its parent, affiliates, or shareholders, if such a distribution would cause it to fail to maintain the minimum applicable TNE, have insufficient working capital or cash flow as required by DMHC regulation or otherwise be unable to provide or arrange healthcare services. In addition, DHPC is subject to DMHC oversight and must seek approval before incurring any debt or guaranteeing any debt relating to its parent, affiliates, or shareholders. DHPC must also submit proposed global capitation contracts to the DMHC for approval.

DMG services

Approximately 84% of DMG's operating revenues for the year ended December 31, 2018 were derived from capitation contracts with health plans. Under these contracts, DMG's health plan customers delegate full responsibility for member care to physicians and healthcare facilities that are part of DMG's provider network. In return, DMG receives a PMPM fee for each DMG member. As a result, DMG has financial and clinical accountability for a population of members. In California, DMG does not assume direct financial risk for institutional (hospital) services in some cases, but is responsible for managing the care dollars associated with both the professional (physician) and institutional services being provided for the PMPM fee attributable to both professional and institutional services. In those cases and as a result of its managed care-related administrative services agreements with hospitals, DMG recognizes the surplus of institutional revenues less institutional expense as DMG net revenues and is also responsible for any short-fall in the event that institutional expenses exceed institutional revenues.

DMG provides comprehensive and quality medical care through a network of participating physicians and other healthcare professionals. Through its group model, DMG employs, directly (where permitted by state law) and through its associated physician groups, approximately 750 primary care physicians. Through its IPA model, DMG contracts with a network of approximately 3,200 associated groups and other network primary care physicians who provide care for DMG's members in an independent office setting. These physicians are complemented by several thousand network specialists and approximately 185 network hospitals that provide specialty or institutional care to the patients of DMG's associated physicians, physician groups and IPAs.

In order to comply with local regulations prohibiting the corporate practice of medicine, many of DMG's group physicians are employed by associated medical groups with which DMG has entered into long-term management agreements. The largest of these DMG managed medical groups is AMG, which employs, directly or indirectly, approximately 750 primary care physicians, specialists and hospitalists. See "Government Regulation—Corporate practice of medicine and fee splitting" above.

DMG does not own hospitals, although hospitals are an essential part of its provider network. In most cases, DMG contracts or otherwise aligns with hospitals to manage the utilization, readmission and cost of hospital services. Most DMG patients receive specialty care through DMG's network based on referrals made by their primary care physician. These specialists may be reimbursed based on capitation, case rates or on a discounted FFS rate.

DMG group physicians typically see 18 to 22 patients per day, which we believe is an appropriate benchmark to ensure there is sufficient time to understand all of the patients' clinical needs. DMG care teams, including nurses, engage in outreach to patients in order to help monitor fragile and high risk patients, and help improve adherence to physicians' care plans. During these visits, DMG's physicians, nurses and educators use the time to educate patients and manage their healthcare needs. The goal of this preventative care delivery model is to keep patients healthy. Education improves self-management and compliance which allows the patient to recognize early signs of their disease and seek appropriate care. We believe this translates into earlier intervention, which in turn leads to fewer emergency room visits, fewer hospital admissions and fewer hospital bed days (the most expensive location for healthcare). This clinical model seeks to provide early diagnosis of disease or deterioration in a chronic and complex condition and provide preventive care to maintain optimal health and avert unnecessary hospitalization. Clinic-based case managers and hospitalists coordinate with the primary care physicians to ensure that patients are receiving proper care whether they are in the clinic, in the hospital or are not regularly accessing healthcare. Physicians and case managers encourage patients to regularly visit the clinics in order to enhance their day-to-day health and diagnose any illness or deterioration in condition as early as possible.

DMG's information technology system, including DMG's electronic health record and data warehouse, is designed to support the DMG delivery model with data-driven opportunities to improve the quality and cost effectiveness of the care received by its members. Using informatics technology, DMG has created disease registries that track large numbers of patients with defined medical conditions. DMG applies the data from these registries to manage the care for patients with similar medical conditions which we believe leads to a better medical outcome. We believe this approach to using data is effective because the information is communicated by the patient's physician rather than the health plan or disease management companies.

DMG employs a wide variety of other information applications to service IPA and network providers using web connectivity. The HCP Connect! on-line portal provides web-based eligibility, referrals, electronic claims submission and explanation of benefits, and other communication vehicles for individual physician offices. The success of this suite of applications has enhanced DMG's ability to manage its IPA networks, and has resulted in significant back-office efficiencies for DMG and its associated physician groups. DMG has further expanded its ability to share key utilization and clinical data with its internal and contracted physicians and specialists through the Physician Information Portal and the Clinical Viewer. Through these secure web portals, a physician is able to obtain web-based, point of care information regarding a patient, including diagnosis history, quality indicators, historical risk-adjustment coding information, pharmacy medication history, and other key information. In addition to its web-portals geared towards physicians, DMG has recently introduced a patient on-line portal to enable DMG's patients to securely view their own clinical information, schedule physician appointments and interact electronically with their physicians. DMG believes these tools help lead to high quality clinical outcomes, create internal efficiencies, and enhance the satisfaction of its associated physicians and patients.

In addition, DMG uses its data to carefully track high utilizing patients through robust data warehousing and data mining technologies. DMG filters the data warehouse to identify and reach out to patients with high-utilization patterns who are inefficiently using resources, such as visiting an emergency room when either a same-day appointment or urgent care center would be more appropriate and satisfactory for the member. High utilizing patients are identified and tracked as part of DMG's electronic health record by their physician and DMG's care management staff. Specific care plans are attached to each of these patients and tracked carefully for full compliance. The objective is to proactively manage their care at times when these patients

are either not compliant with the care plan or when changing circumstances require care managers to develop new and more suitable care plans. By using these resources, DMG has achieved improvements in quality of care, satisfaction and cost.

We believe DMG is well positioned to effectively leverage marketplace demands for greater provider accountability, measurable quality results and cost efficient medical care. We believe that DMG's business model is likely to continue to be an attractive alternative for health plans looking for high quality, cost effective delivery networks, physicians seeking an attractive practice environment and patients interested in a highly integrated approach to managing their medical care. Additionally, we believe that the scale of DMG's business allows it to spread capitation risk over a large population of members, invest in comprehensive analytic and healthcare information tools as well as clinical and quality measurement infrastructure, and recognize administrative and operating efficiencies. For these reasons, we believe that DMG offers patients, physicians and health plans a proven platform for addressing many of the most pressing challenges facing the U.S. healthcare system, including rising medical costs.

We also believe DMG has the ability to demonstrably improve medical outcomes and patient satisfaction while effectively managing costs through the following unique competitive strategies and internal progress and systems:

- DMG's clinical leadership and associated group and network physicians devote significant efforts to ensure that DMG's members receive the most appropriate care in the most appropriate manner.
- DMG is committed to maximizing its patients' satisfaction levels.
- DMG has the scale which, combined with its strong reputation and high quality patient care, makes it an attractive partner for health plans, compared to smaller provider groups that may have a higher risk of default and may not have the same resources to devote and develop the same level of patient care.
- DMG has over two decades of experience in managing complex disease cases for its population of patients. As a result, DMG has developed a rich dataset of patient care experiences and outcomes which permits DMG to proactively monitor and intervene in improving the care of its members.
- DMG's senior management team possesses substantial experience with the healthcare industry with average experience of approximately 21 years, as of December 31, 2018.

Locations of DMG clinics

As of December 31, 2018, DMG managed a total of 277 medical clinics, of which 72 clinics were located in California, 25 clinics were located in Colorado, 86 clinics were located in Florida, 56 clinics were located in Nevada, 13 clinics were located in New Mexico, and 25 clinics were located in Washington.

Competition

U.S. and International dialysis competition

The U.S. dialysis industry has some consolidation but still remains highly competitive, particularly in terms of acquiring existing outpatient dialysis centers. We continue to face a high degree of competition in the U.S. dialysis industry from large and medium-sized providers, among others, who compete directly with us for the acquisition of dialysis businesses, relationships with physicians to act as medical directors and skilled clinical personnel, as well as for individual patients. In addition, as we continue our international dialysis expansion into various international markets, we face competition from large and medium-sized providers, among others, for acquisition targets as well as physician relationships. Because of the ease of entry into the dialysis business and the ability of physicians to own dialysis centers and/or also be medical directors for their own centers, competition for growth in existing and expanding markets is not limited to large competitors with substantial financial resources. There have also been increasing indications of interest from non-traditional dialysis providers and others to enter the dialysis space and/or develop innovative technologies or business activities that could be disruptive to the industry. Acquisitions, developing new outpatient dialysis centers, patient retention and physician relationships are a critical component of our growth strategy and our business could be adversely affected if we are not able to continue to make dialysis acquisitions on reasonable and acceptable terms, continue to develop new outpatient dialysis centers, maintain or establish new relationships with physicians or if we experience significant patient attrition to our competitors. Competition for qualified physicians to act as medical directors and for inpatient dialysis services agreements with hospitals is also intense. Occasionally, we have also experienced competition from former medical directors or referring physicians who have opened their own outpatient dialysis centers. We also experience competitive pressures from other dialysis providers in connection with negotiating contracts with commercial healthcare payors and in recruiting and retaining qualified skilled clinical personnel.

Together with Fresenius Medical Care (FMC), we account for approximately 74% of outpatient dialysis patients in the U.S. with our Company serving approximately 37% of the total outpatient dialysis patients. Approximately 44% of the centers not owned by us or FMC are owned or controlled by hospitals or non-profit organizations. Hospital-based and non-profit dialysis units typically are more difficult to acquire than physician-owned dialysis centers.

FMC also manufactures a full line of dialysis supplies and equipment in addition to owning and operating outpatient dialysis centers worldwide. This may give FMC cost advantages over us because of its ability to manufacture its own products or prevent us from accessing existing or new technology on a cost-effective basis. Additionally, FMC has been one of our largest suppliers of dialysis products and equipment over the last several years. In 2018, we entered into and subsequently extended an agreement with FMC to purchase a certain amount of dialysis equipment, parts and supplies from FMC through December 31, 2020. The amount of purchases in future years from FMC will depend upon a number of factors, including the operating requirements of our centers, the number of centers we acquire, and growth of our existing centers.

DMG's competition

DMG's business is highly competitive. DMG competes with managed care organizations, hospitals, medical groups and individual physicians in its markets. DMG competes with other primary care physician groups or physicians who contract with health plans for membership. Health plans contract with care providers on the basis of costs, reputation, scope, efficiency and stability. Individual members select a primary care physician at the time of membership with the health plan. Location, name recognition, quality indicators and other factors go into that decision. For example, in California, DMG's competitors include Permanente Medical Group, which is the exclusive provider for Kaiser, and Heritage Provider Network. However, DMG's principal competitors for members and health plan contracts vary considerably in type and identity by region.

Corporate compliance program

Our businesses are subject to extensive federal, state and local government laws and regulations. Management has designed and implemented a corporate compliance program as part of our commitment to comply fully with applicable criminal, civil and administrative laws and regulations and to maintain the high standards of conduct we expect from all of our teammates. We continuously review this program and enhance it as appropriate. The primary purposes of the program include:

- Assessing and identifying risks for existing and new businesses;
- Training and educating our teammates and affiliated professionals to promote awareness of legal and regulatory requirements and the necessity of complying with all these laws;
- Developing and implementing compliance policies and procedures and creating controls to support compliance with these laws and our policies and procedures;
- Auditing and monitoring the activities of our operating units and business support functions on a regular basis to identify risks and potential instances of noncompliance in a timely manner; and
- Ensuring that we promptly take steps to resolve instances of noncompliance and address areas of weakness or potential noncompliance.

We have a code of conduct that each of our teammates, members of our Board of Directors, affiliated professionals and certain third parties must follow, and we have an anonymous compliance hotline for teammates and patients to report potential instances of noncompliance. Our Chief Compliance Officer administers the compliance program. The Chief Compliance Officer reports directly to our Chief Executive Officer, our Chief Executive Officer of Kidney Care and the Chair of the Compliance Committee of our Board of Directors (Board Compliance Committee).

On October 22, 2014, DaVita entered into a Corporate Integrity Agreement (CIA) with HHS and the OIG. The CIA:

- requires that we maintain certain elements of our compliance programs;
- imposes certain expanded compliance-related requirements during the term of the CIA, including increased training for teammates, physician partners and members of our Board of Directors, implementing a series of procedures prior to entering into arrangements with referrals sources, execution of annual certifications by senior executives of compliance with federal healthcare laws and regulations, internal compliance policies and the CIA, imposition of an executive recoupment program and quarterly and annual reports to the OIG;

- requires the formal allocation of certain oversight responsibility to the Board Compliance Committee and a resolution from that committee that it has made reasonable inquiry into the operations of the compliance program, the creation of a Management Compliance Committee and the retention of an independent compliance advisor during years three through five of the CIA;

- contains certain business restrictions related to a subset of our joint venture arrangements, including our agreeing to not enter into certain types of partial divestiture joint venture transactions with nephrologists during the term of the CIA, among other restrictions; and

- requires that we engage an Independent Monitor who will provide additional oversight and reporting to the OIG for the term of the CIA.

The costs associated with compliance with the CIA are substantial. In addition, in the event of a breach of the CIA, we may become liable for payment of certain stipulated penalties, and/or be excluded from participation in federal healthcare programs. In April 2015, the OIG notified us that it considered us to be in breach of the CIA because of three implementation deficiencies. We remediated the deficiencies and paid certain stipulated penalties. If we fail to comply with our CIA or adhere to all of the complex governmental laws and regulations that apply to our business, we could suffer severe consequences, including substantial penalties and exclusion from participation in federal healthcare programs that could have a material adverse effect on our business, results of operations, financial condition and cash flows, reputation and stock price.

Insurance

We are predominantly self-insured with respect to professional and general liability and workers' compensation risks through wholly-owned captive insurance companies. We are also predominantly self-insured with respect to employee medical and other health benefits. We also maintain insurance, excess coverage, or reinsurance for property and general liability, professional liability, directors' and officers' liability, workers' compensation, cybersecurity and other coverage in amounts and on terms deemed adequate by management, based on our actual claims experience and expectations for future claims. Future claims could, however, exceed our applicable insurance coverage. Physicians practicing at our dialysis centers are required to maintain their own malpractice insurance, and our medical directors are required to maintain coverage for their individual private medical practices. Our liability policies cover our medical directors for the performance of their duties as medical directors at our outpatient dialysis centers. DMG also maintains general and professional liability insurance through various independent and related parties. DMG has purchased its primary general and professional liability insurance from California Medical Group Insurance (CMGI) in which DMG owns a 67% equity interest.

Teammates

As of December 31, 2018, we employed approximately 77,700 teammates, including our international teammates:

• Licensed professional staff (physicians, nurses and other healthcare professionals)	26,500
• Other patient care and center support staff and laboratory personnel	29,200
• Corporate, billing and regional administrative staff	9,400
• DMG	12,600

Our businesses require skilled healthcare professionals with specialized training for treating patients with complex care needs. Recruitment and retention of nurses are continuing concerns for healthcare providers due to short supply. We have an active program of investing in our professional healthcare teammates to help ensure we meet our recruitment and retention targets, including expanded training opportunities, tuition reimbursements and other incentives.

Item 1A. Risk Factors

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

Risk factors related to our overall business:

If we fail to adhere to all of the complex government laws and regulations that apply to our business, we could suffer severe consequences that could have a material adverse effect on our business, results of operations, financial condition, cash flows, reputation and stock price.

Our operations are subject to extensive federal, state and local government laws and regulations, such as Medicare and Medicaid reimbursement rules and regulations, federal and state anti-kickback laws, the Stark Law and analogous state self-referral prohibition statutes, the 21st Century Cures Act, Federal Acquisition Regulations, the False Claims Act (FCA) and associated regulations, the Civil Monetary Penalty statute and associated regulations, the Foreign Corrupt Practices Act (FCPA), and federal and state laws regarding the collection, use and disclosure of patient health information (e.g., Health Insurance Portability and Accountability Act of 1996 (HIPAA)) and the storage, handling, shipment, disposal and/or dispensing of pharmaceuticals and blood products and other biological materials and many other applicable state and federal laws and requirements. Medicare and Medicaid regulations, manual provisions, local coverage determinations, national coverage determinations and agency guidance impose complex and extensive requirements upon healthcare providers as well. Moreover, the various laws and regulations that apply to our operations are often subject to varying interpretations and additional laws and regulations potentially affecting providers continue to be promulgated that may impact us. A violation or departure from any of the legal requirements implicated by our business may result in, among other things, government audits, lower reimbursements, significant fines and penalties, the potential loss of certification, recoupment efforts or voluntary repayments. These legal requirements are civil, criminal and administrative in nature depending on the law or requirement.

We endeavor to comply with all legal requirements. We further endeavor to structure all of our relationships with physicians and providers to comply with state and federal anti-kickback physician and self-referral laws and other applicable healthcare laws. We utilize considerable resources to monitor laws and regulations and implement necessary changes. However, the laws and regulations in these areas are complex, changing and often subject to varying interpretations. As a result, there is no guarantee that we will be able to adhere to all of the laws and regulations that apply to our business, and any failure to do so could have a material adverse impact on our business, results of operations, financial condition, cash flows and reputation. For example, if an enforcement agency were to challenge the level of compensation that we pay our medical directors or the number of medical directors whom we engage, or otherwise challenge these arrangements, we could be required to change our practices, face criminal or civil penalties, pay substantial fines or otherwise experience a material adverse impact on our business, results of operations, financial condition, cash flows and reputation as a result. Similarly, we may face penalties under the FCA, the federal Civil Monetary Penalty statute or otherwise related to failure to report and return overpayments within 60 days of when the overpayment is identified and quantified. These obligations to report and return overpayments could subject our procedures for identifying and processing overpayments to greater scrutiny. We have made investments in resources to decrease the time it takes to identify, quantify and process overpayments, and may be required to make additional investments in the future.

Additionally, the federal government has used the FCA to prosecute a wide variety of alleged false claims and fraud allegedly perpetrated against Medicare, Medicaid and other federally funded health care programs. Moreover, amendments to the federal Anti-Kickback Statute in the 2010 Affordable Care Act (ACA) make claims tainted by anti-kickback violations potentially subject to liability under the FCA, including *qui tam* or whistleblower suits. The penalties for a violation of the FCA range from $5,500 to $11,000 (adjusted for inflation) for each false claim plus three times the amount of damages caused by each such claim which generally means the amount received directly or indirectly from the government. On January 29, 2018, the Department of Justice (DOJ) issued a final rule announcing adjustments to FCA penalties, under which the per claim penalty range increases to a range from $11,181 to $22,363 for penalties assessed after January 29, 2018, so long as the underlying conduct occurred after November 2, 2015. Given the high volume of claims processed by our various operating units, the potential is high for substantial penalties in connection with any alleged FCA violations.

In addition to the provisions of the FCA, which provide for civil enforcement, the federal government can use several criminal statutes to prosecute persons who are alleged to have submitted false or fraudulent claims for payment to the federal government.

Certain subpoenas and civil investigative demands received by us or our subsidiaries specifically reference that they are in connection with FCA investigations alleging, among other things, that we or our subsidiaries presented or caused to be presented false claims for payment to the government. See Note 17 to the consolidated financial statements included in this report for further details.

We are subject to a Corporate Integrity Agreement (CIA) which, for our domestic dialysis business, requires us to report probable violations of criminal, civil or administrative laws applicable to any federal health care program for which penalties or exclusions may be authorized under applicable healthcare laws and regulations. See "If we fail to comply with our Corporate Integrity Agreement, we could be subject to substantial penalties and exclusion from participation in federal healthcare programs that could have a material adverse effect on our business, results of operations, financial condition, cash flows and reputation."

If any of our operations are found to violate these or other government laws or regulations, we could suffer severe consequences that would have a material adverse effect on our business, results of operations, financial condition, cash flows, reputation and stock price, including:

- Suspension or termination of our participation in government payment programs;
- Refunds of amounts received in violation of law or applicable payment program requirements dating back to the applicable statute of limitation periods;
- Loss of required government certifications or exclusion from government payment programs;
- Loss of licenses required to operate healthcare facilities or administer pharmaceuticals in the states in which we operate;
- Reductions in payment rates or coverage for dialysis and ancillary services and pharmaceuticals;
- Criminal or civil liability, fines, damages or monetary penalties for violations of healthcare fraud and abuse laws, including the federal Anti-Kickback Statute, Civil Monetary Penalties Law, Stark Law and FCA, or other failures to meet regulatory requirements;
- Enforcement actions by governmental agencies and/or state law claims for monetary damages by patients who believe their protected health information (PHI) has been used, disclosed or not properly safeguarded in violation of federal or state patient privacy laws, including HIPAA and the Privacy Act of 1974;
- Mandated changes to our practices or procedures that significantly increase operating expenses;
- Imposition of and compliance with corporate integrity agreements that could subject us to ongoing audits and reporting requirements as well as increased scrutiny of our billing and business practices which could lead to potential fines, among other things;
- Termination of various relationships and/or contracts related to our business, including joint venture arrangements, medical director agreements, real estate leases and consulting agreements with physicians; and
- Harm to our reputation which could negatively impact our business relationships, affect our ability to attract and retain patients and physicians, affect our ability to obtain financing and decrease access to new business opportunities, among other things.

We are, and may in the future be, a party to various lawsuits, demands, claims, *qui tam* suits, governmental investigations and audits (including investigations or other actions resulting from our obligation to self-report suspected violations of law) and other legal matters, any of which could result in, among other things, substantial financial penalties or awards against us, mandated refunds, substantial payments made by us, required changes to our business practices, exclusion from future participation in Medicare, Medicaid and other healthcare programs and possible criminal penalties, any of which could have a material adverse effect on our business, results of operations, financial condition, cash flows and materially harm our reputation.

We are the subject of a number of investigations and audits by governmental agencies. In addition, we are, and may in the future be, subject to other investigations and audits by state or federal governmental agencies and/or private civil *qui tam* complaints filed by relators and other lawsuits, demands, claims and legal proceedings, including investigations or other actions resulting from our obligation to self-report suspected violations of law.

Responding to subpoenas, investigations and other lawsuits, claims and legal proceedings as well as defending ourselves in such matters will continue to require management's attention and cause us to incur significant legal expense. Negative findings or terms and conditions that we might agree to accept as part of a negotiated resolution of pending or future legal or regulatory matters could result in, among other things, substantial financial penalties or awards against us, substantial payments made by us, harm to our reputation, required changes to our business practices, exclusion from future participation in the Medicare, Medicaid and other healthcare programs and, in certain cases, criminal penalties, any of which could have a material adverse effect on us. It is possible that criminal proceedings may be initiated against us and/or individuals in our business in connection with investigations by the federal government. Other than as described in Note 17 to the consolidated financial statements included in this report, we cannot predict the ultimate outcomes of the various legal proceedings and regulatory matters to which we are or may be subject from time to time, including those described in the aforementioned sections of this report, or the timing of their resolution or the ultimate losses or impact of developments in those matters, which could have a material adverse effect on our business, results of operations, financial condition, cash flows and materially harm our reputation. See Note 17 to the consolidated financial statements included in this report for further details regarding these and other matters.

Changes in federal and state healthcare legislation or regulations could have a material adverse effect on our business, results of operations, financial condition and cash flows.

We cannot predict how employers, private payors or persons buying insurance might react to the changes brought on by federal and state healthcare reform, including the ACA and any subsequent legislation, regulation or guidance, or what form many of these regulations will take before implementation.

For example, the ACA introduced healthcare insurance exchanges, which provide a marketplace for eligible individuals and small employers to purchase healthcare insurance. The business and regulatory environment continues to evolve as the exchanges mature, and statutes and regulations are challenged, changed and enforced. If commercial payor participation in the exchanges continues to decrease, it could have a material adverse effect on our business, results of operations, financial condition and cash flows. Although we cannot predict the short- or long-term effects of legislative or regulatory changes, we believe that future market changes could result in more restrictive commercial plans with lower reimbursement rates or higher deductibles and co-payments that patients may not be able to pay. To the extent that changes in statutes, regulations or related guidance or changes in other market conditions result in a reduction in reimbursement rates for our services from commercial and/or government payors, it could have a material adverse effect on our business, results of operations, financial condition and cash flows.

The ACA also added several new tax provisions that, among other things, impose various fees and excise taxes, and limit compensation deductions for health insurance providers and their affiliates. These rules could negatively impact our cash flow and tax liabilities. In addition, the ACA broadened the potential for penalties under the FCA for the knowing and improper retention of overpayments collected from government payors and reduced the timeline to file Medicare claims. Failure to timely identify, quantify and return overpayments may result in significant penalties, which could have a material adverse effect on our business, results of operations, financial condition, cash flows and reputation. Failure to file a claim within the one year window could result in payment denials, adversely affecting our business, results of operations, financial condition and cash flows.

New models of care emerge and evolve and other initiatives in the government or private sector may arise, and any failure on our part to adequately implement strategic initiatives to adjust to these marketplace developments could have a material adverse impact on our business. For example, the Centers for Medicare and Medicaid Services (CMS Innovation Center (Innovation Center) is currently working with various healthcare providers to develop, refine and implement Accountable Care Organizations (ACOs) and other innovative models of care for Medicare and Medicaid beneficiaries, including the Comprehensive ESRD Care Model (CEC Model) (which includes the development of end stage renal disease (ESRD) Seamless Care Organizations), the Duals Demonstration, and other models. We are currently participating in the CEC Model with the Innovation Center, including with organizations in Arizona, Florida, and adjacent markets in New Jersey and Pennsylvania. Our U.S. dialysis business may choose to participate in additional models either as a partner with other providers or independently. Even in areas where we are not directly participating in these or other Innovation Center models, some of our patients may be assigned to an ACO, another ESRD Care Model, or another program, in which case the quality and cost of care that we furnish will be included in an ACO's, another ESRD Care Model's, or other program's calculations. In addition to the aforementioned new models of care, federal bipartisan legislation in the form of the Dialysis Patient Access to Integrated-care, Empowerment, Nephrologists, Treatment and Services Demonstration Act of 2017 (PATIENTS Act) has been proposed. The PATIENTS Act builds on prior coordinated care models, such as the CEC Model, and would establish a demonstration program for the provision of integrated care to Medicare ESRD patients. We have made and continue to make investments in building our integrated care capabilities, but there can be no assurances that initiatives such as the PATIENTS Act or similar legislation

will be passed. If such legislation is passed, there can be no assurances that we will be able to successfully provide integrated care on the broader scale contemplated by this legislation, and our costs of care could exceed our associated reimbursement rates. In general, if we are unable to efficiently adjust to these and other new models of care, it may erode our patient base or reimbursement rates, which could have a material adverse impact on our business.

There is also a considerable amount of uncertainty as to the continued implementation of the ACA and what similar measures or other changes might be enacted at the federal and/or state level. There have been multiple attempts through legislative action and legal challenges to repeal or amend the ACA. In December 2017, the Tax Cuts and Jobs Act of 2017 was signed into law which, among other things, repealed the penalty under ACA's individual mandate, which had required individuals to pay a fee if they failed to obtain a qualifying health insurance plan. In December 2018, a federal district court in Texas ruled the individual mandate was unconstitutional and inseverable from the ACA. As a result, the court ruled the remaining provisions of the ACA were also invalid, though the court declined to issue a preliminary injunction with respect to the ACA. However, it remains unclear whether the court's ruling will be upheld by appellate courts. In addition, the 2016 Presidential and Congressional elections and subsequent developments in 2017 and 2018 have caused the future state of the exchanges and other ACA reforms to be unclear. However, legislative attempts to completely repeal the ACA have been unsuccessful to date. While there may be significant changes to the healthcare environment in the future, including as a result of potential changes to the political environment, the specific changes and their timing are not yet apparent. Previously enacted reforms and future changes could have a material adverse effect on our business, results of operations, financial condition and cash flows, including, for example, by limiting the scope of coverage or the number of patients who are able to obtain coverage through the exchanges and other health insurance programs, lowering or eliminating the cost-sharing reduction subsidies under the ACA, lowering our reimbursement rates, and/or increasing our expenses.

There have also been several state initiatives to limit payments to dialysis providers. For example, Proposition 8, a California statewide ballot initiative, was proposed by the Service Employees International Union - United Healthcare Workers West and sought to limit the amount of revenue dialysis providers can retain from caring for patients with commercial insurance by requiring rebates to insurers and taking into account only a portion of the costs incurred by dialysis providers. While Proposition 8 was not approved in the November 2018 election, we incurred substantial costs in our efforts to oppose Proposition 8. Ballot initiatives similar to Proposition 8 were also proposed in Ohio and Arizona; however, neither of these initiatives met the applicable requirements for inclusion on the state ballot for the November 2018 elections. Although Proposition 8 and the Ohio and Arizona initiatives did not pass, we expect that similar ballot initiatives or other legislation might be proposed in the future in these or other states.

There has also been potential rule making and/or legislative efforts concerning charitable premium assistance. In December 2016, CMS published an interim final rule that questioned the use of charitable premium assistance for ESRD patients and would have established new conditions for coverage standards for dialysis facilities. In January 2017, a federal district court in Texas issued a preliminary injunction on CMS' interim final rule and in June 2017, at the request of CMS, the court stayed the proceedings while CMS pursues new rulemaking options. CMS has not issued any new rulemaking related to charitable premium assistance yet, but that does not preclude CMS or another regulatory agency or legislative authority from issuing a new rule or guidance that challenges charitable premium assistance. In addition, during the third quarter of 2018, a bill (SB 1156) was passed by the California legislature that would have imposed restrictions and obligations related to the use by patients on commercial plans of charitable premium assistance in the state of California and would have limited the amounts paid to a provider for services provided to those patients, if that provider has a financial relationship with the organization providing charitable premium assistance. SB 1156 was subsequently vetoed by the Governor of California, and the California legislature did not subsequently vote to overturn the Governor's veto. However, we expect that similar legislative or other initiatives might be proposed in the future in these and other states. For example, in January 2019, a bill (AB 290) was introduced in the California legislature that is similar to SB 1156 and would, among other things, limit the amount of reimbursement paid to certain providers for services provided to patients with commercial insurance who receive charitable premium assistance. If passed and implemented, we expect that this bill would have an adverse impact on our business, results of operations, financial condition and cash flows.

Any law, rule or guidance proposed or issued by CMS or other federal or state regulatory or legislative authorities, including any initiatives similar to Proposition 8, SB 1156 or AB 290, described above, or other future ballot or other initiatives restricting or prohibiting the ability of patients with access to alternative coverage from selecting a marketplace plan on or off exchange, limiting the amount of revenue that a dialysis provider can retain for caring for patients with commercial insurance by, among other things, requiring rebates to insurers and taking into account only a portion of the costs incurred by dialysis providers, affecting payments made to providers for services provided to patients who receive charitable premium assistance and/or otherwise restricting or prohibiting the use of charitable premium assistance, could cause us to incur substantial costs to oppose any such proposed measures, impact our dialysis center development plans, and if passed and/or implemented, could adversely impact dialysis centers across the U.S. making certain centers economically unviable, lead to the closure of certain

centers, restrict the ability of dialysis patients to obtain and maintain optimal insurance coverage, and in some cases, have a material adverse effect on our business, results of operations, financial condition and cash flows.

Privacy and information security laws are complex, and if we fail to comply with applicable laws, regulations and standards, including with respect to third-party service providers that utilize sensitive personal information on our behalf, or if we fail to properly maintain the integrity of our data, protect our proprietary rights to our systems or defend against cybersecurity attacks, we may be subject to government or private actions due to privacy and security breaches, any of which could have a material adverse effect on our business, results of operations, financial condition and cash flows or materially harm our reputation.

We must comply with numerous federal and state laws and regulations in both the U.S. and the foreign jurisdictions in which we operate governing the collection, dissemination, access, use, security and privacy of PHI, including HIPAA and its implementing privacy, security, and related regulations, as amended by the federal Health Information Technology for Economic and Clinical Health Act (HITECH) and collectively referred to as HIPAA. We are also required to report known breaches of PHI consistent with applicable breach reporting requirements set forth in applicable laws and regulations. From time to time, we may be subject to both federal and state inquiries or audits related to HIPAA, HITECH and related state laws associated with complaints, desk audits, and self-reported breaches. If we fail to comply with applicable privacy and security laws, regulations and standards, including with respect to third-party service providers that utilize sensitive personal information, including PHI, on our behalf, properly maintain the integrity of our data, protect our proprietary rights, or defend against cybersecurity attacks, it could materially harm our reputation or have a material adverse effect on our business, results of operations, financial condition and cash flows. These risks may be intensified to the extent that the laws change or to the extent that we increase our use of third-party service providers that utilize sensitive personal information, including PHI, on our behalf.

Data protection laws are evolving globally, and may add additional compliance costs and legal risks to our international operations. In Europe, the General Data Protection Regulation (GDPR) became effective on May 25, 2018. The GDPR applies to entities that are established in the European Union (EU), as well as extends the scope of EU data protection laws to foreign companies processing data of individuals in the EU. The GDPR imposes a comprehensive data protection regime with the potential for regulatory fines as well as data breach litigation by impacted data subjects. Under the GDPR, regulatory penalties may be assessed by data protection authorities for up to the greater of 4% of worldwide turnover or €20 million. The costs of compliance with, and other burdens imposed by, the GDPR and other new laws, regulations and policies implementing the GDPR may impact our European operations and/or limit the ways in which we can provide services or use personal data collected while providing services. If we fail to comply with the requirements of GDPR, we could be subject to penalties that would have a material adverse impact on our business, results of operations, financial condition and cash flows.

Data protection laws are also evolving nationally, and may add additional compliance costs and legal risks to our U.S. operations. For example, the California legislature recently passed the California Consumer Protection Act (CCPA), which is scheduled to become effective January 1, 2020. The CCPA is a privacy bill that requires certain companies doing business in California to disclose information regarding the collection and use of a consumer's personal data and to delete a consumer's data upon request. The Act also permits the imposition of civil penalties and expands existing state security laws by providing a private right of action for consumers in certain circumstances where consumer data is subject to a breach. We are still evaluating whether and how this rule will impact our U.S. operations and /or limit the ways in which we can provide services or use personal data collected while providing services. In addition, in December 2018, the U.S. Department of Health and Human Services Office for Civil Rights (OCR) published a request for information (RFI) seeking public input on a broad range of potential reforms to HIPAA regulations with a focus on enhancing care coordination. Though only a preliminary step toward potential regulatory reform, the RFI's scope is significant as OCR seeks potential modifications to the HIPAA regulations that would facilitate efficient care coordination while preserving the privacy and security of PHI.

Information security risks have significantly increased in recent years in part because of the proliferation of new technologies, the use of the Internet and telecommunications technologies to conduct our operations, and the increased sophistication and activities of organized crime, hackers, terrorists and other external parties, including foreign state agents. Our business and operations rely on the secure processing, transmission and storage of confidential, proprietary and other information in our computer systems and networks, including sensitive personal information, including PHI, social security numbers, and credit card information of our patients, teammates, physicians, business partners and others.

We continuously are implementing multiple layers of security measures through technology, processes and our people. We utilize security technologies designed to protect and maintain the integrity of our information systems and data, and our defenses are monitored and routinely tested internally and by external parties. Despite these efforts, our facilities and systems and those of our third-party service providers may be vulnerable to privacy and security incidents; security attacks and breaches; acts of vandalism or theft; computer viruses and other malicious code; coordinated attacks by a variety of actors,

including activist entities or state sponsored cyberattacks; emerging cybersecurity risks; cyber risk related to connected devices; misplaced or lost data; programming and/or human errors; or other similar events that could impact the security, reliability and availability of our systems. Internal or external parties may attempt to circumvent our security systems, and we have in the past, and expect that we will in the future, experience external attacks on our network including reconnaissance probes, denial of service attempts, malicious software attacks including ransomware or other attacks intended to render our internal operating systems or data unavailable, and phishing attacks or business email compromise. Cybersecurity requires ongoing investment and diligence against evolving threats. Emerging and advanced security threats, including coordinated attacks, require additional layers of security which may disrupt or impact efficiency of operations. As with any security program, there always exists the risk that employees will violate our policies despite our compliance efforts or that certain attacks may be beyond the ability of our security and other systems to detect. There can be no assurance that investments, diligence and/or our internal controls will be sufficient to prevent or timely discover an attack.

Any security breach involving the misappropriation, loss or other unauthorized disclosure or use of confidential information, including PHI, financial data, competitively sensitive information, or other proprietary data, whether by us or a third party, could have a material adverse effect on our business, results of operations, financial condition, cash flows and materially harm our reputation. We may be required to expend significant additional resources to modify our protective measures, to investigate and remediate vulnerabilities or other exposures, or to make required notifications. The occurrence of any of these events could, among other things, result in interruptions, delays, the loss or corruption of data, cessations in the availability of systems and liability under privacy and security laws, all of which could have a material adverse effect on our business, results of operations, financial condition and cash flows, or materially harm our reputation and trigger regulatory actions and private party litigation. If we are unable to protect the physical and electronic security and privacy of our databases and transactions, we could be subject to potential liability and regulatory action, our reputation and relationships with our patients, physicians, vendors and other business partners would be harmed, and our business, results of operations, financial condition and cash flows could be materially and adversely affected. Failure to adequately protect and maintain the integrity of our information systems (including our networks) and data, or to defend against cybersecurity attacks, could subject us to monetary fines, civil suits, civil penalties or criminal sanctions and requirements to disclose the breach publicly, and could further result in a material adverse effect on our business, results of operations, financial condition and cash flows or harm our reputation. As malicious cyber activity escalates, including activity that originates outside of the U.S., the risks we face relating to transmission of data and our use of service providers outside of our network, as well as the storing or processing of data within our network, intensify. There have been increased international, federal and state and other privacy, data protection and security enforcement efforts and we expect this trend to continue. While we maintain cyber liability insurance, this insurance may not cover us for all types of losses and may not be sufficient to protect us against the amount of all losses.

We may engage in acquisitions, mergers, joint ventures or dispositions, which may affect our results of operations, debt-to-capital ratio, capital expenditures or other aspects of our business, and if businesses we acquire have liabilities we are not aware of or are not adequately addressed, we could suffer severe consequences that would have a material adverse effect on our business, results of operations, financial condition and cash flows and could materially harm our reputation.

Our business strategy includes growth through acquisitions of dialysis centers and other businesses, as well as entry into joint ventures. We may engage in acquisitions, mergers, joint ventures or dispositions or expand into new business lines or models, which may affect our results of operations, debt-to-capital ratio, capital expenditures or other aspects of our business. There can be no assurance that we will be able to identify suitable acquisition targets or merger partners or buyers for dispositions or that, if identified, we will be able to agree to terms with merger partners, acquire these targets or make these dispositions on acceptable terms or on the desired timetable. There can also be no assurance that we will be successful in completing any acquisitions, mergers or dispositions that we announce, executing new business lines or models or integrating any acquired business into our overall operations. There is no guarantee that we will be able to operate acquired businesses successfully as stand-alone businesses, or that any such acquired business will operate profitably or will not otherwise have a material adverse effect on our business, results of operations, financial condition and cash flows or materially harm our reputation. Further, we cannot be certain that key talented individuals at the business being acquired will continue to work for us after the acquisition or that they will be able to continue to successfully manage or have adequate resources to successfully operate any acquired business. In addition, certain of our newly and previously acquired dialysis centers and facilities have been in service for many years, which may result in a higher level of maintenance costs. Further, our facilities, equipment and information technology may need to be improved or renovated to maintain or increase operational efficiency, compete for patients and medical directors, or meet changing regulatory requirements. Increases in maintenance costs and capital expenditures could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Businesses we acquire may have unknown or contingent liabilities or liabilities that are in excess of the amounts that we originally estimated, and may have other issues, including those related to internal controls over financial reporting or issues

that could affect our ability to comply with healthcare laws and regulations and other laws applicable to our expanded business, which could harm our reputation. As a result, we cannot make any assurances that the acquisitions we consummate will be successful. Although we generally seek indemnification from the sellers of businesses we acquire for matters that are not properly disclosed to us, we are not always successful. In addition, even in cases where we are able to obtain indemnification, we may discover liabilities greater than the contractual limits, the amounts held in escrow for our benefit (if any), or the financial resources of the indemnifying party. In the event that we are responsible for liabilities substantially in excess of any amounts recovered through rights to indemnification or alternative remedies that might be available to us, or any applicable insurance, we could suffer severe consequences that could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Additionally, joint ventures, including our Asia Pacific joint venture, and minority investments inherently involve a lesser degree of control over business operations, thereby potentially increasing the financial, legal, operational and/or compliance risks associated with the joint venture or minority investment. In addition, we may be dependent on joint venture partners, controlling shareholders or management who may have business interests, strategies or goals that are inconsistent with ours. Business decisions or other actions or omissions of the joint venture partner, controlling shareholders or management may require us to make capital contributions or necessitate other payments, result in litigation or regulatory action against us, result in reputational harm to us or adversely affect the value of our investment or partnership. There can be no assurances that these joint ventures and/or minority investments, including our Asia Pacific joint venture, ultimately will be successful.

If we are unable to compete successfully, including implementing our growth strategy and/or retaining our physicians and patients, it could materially adversely affect our business, results of operations, financial condition and cash flows.

Acquisitions, patient retention and medical director and physician retention are important parts of our growth strategy. We face intense competition from other companies for acquisition targets. In our U.S. dialysis business, we continue to face increased competition from large and medium-sized providers, among others, which compete directly with us for the limited acquisition targets as well as for individual patients and medical directors. In addition, we compete for individual patients, physicians and medical directors based in part on the quality of our facilities. Moreover, as we continue our international expansion into various international markets, we will continue to face competition from large and medium-sized providers, among others, for these acquisition targets as well. As we and our competitors continue to grow and open new dialysis centers, each center in the U.S. is required by applicable regulations to have a medical director, and we may not be able to retain an adequate number of nephrologists to serve as medical directors. Because of the ease of entry into the dialysis business and the ability of physicians to be medical directors for their own centers, competition in existing and expanding markets is not limited to large competitors with substantial financial resources. Individual nephrologists have opened their own dialysis units or facilities. There also has been increasing indications of interest from non-traditional dialysis providers and others to enter the dialysis space and/or develop innovative technologies or business activities that could be disruptive to the industry. Although these potential new competitors and others may face operational and/or financial challenges, if their efforts to offer dialysis services and/or develop innovative technology or business activities in the dialysis or pre-dialysis space are successful and we are unable to effectively compete, it could have a material adverse impact on our business, results of operations, financial condition and cash flows. Further, competitive pressures and the related risks may be impacted by a continued decline in the rate of growth of the ESRD patient population or other reductions in demand for dialysis treatments.

In addition, Fresenius USA, our largest competitor, manufactures a full line of dialysis supplies and equipment in addition to owning and operating dialysis centers. This may give it cost advantages over us because of its ability to manufacture its own products or prevent us from accessing existing or new technology on a cost-effective basis. See further discussion regarding risks associated with our suppliers under the heading below, "If certain of our suppliers do not meet our needs, if there are material price increases on supplies, if we are not reimbursed or adequately reimbursed for drugs we purchase or if we are unable to effectively access new technology or superior products, it could negatively impact our ability to effectively provide the services we offer and could have a material adverse effect on our business, results of operations, financial condition and cash flows."

If we are not able to effectively implement our growth strategy, including by making acquisitions at the desired pace or at all; if we are not able to continue to maintain the expected or desired level of non-acquired growth; if we experience significant patient attrition as a result of new business activities, new technology or other forms of competition, reduced prevalence of ESRD or other reductions in demand for dialysis treatments; or if physicians choose not to refer to our clinics, it could materially adversely affect our business, results of operations, financial condition and cash flows.

If certain of our suppliers do not meet our needs, if there are material price increases on supplies, if we are not reimbursed or adequately reimbursed for drugs we purchase or if we are unable to effectively access new technology or superior products, it could negatively impact our ability to effectively provide the services we offer and could have a material adverse effect on our business, results of operations, financial condition and cash flows.

We have significant suppliers that may be the sole or primary source of products critical to the services we provide, or to which we have committed obligations to make purchases, sometimes at particular prices. If any of these suppliers do not meet our needs for the products they supply, including in the event of a product recall, shortage or dispute, and we are not able to find adequate alternative sources, if we experience material price increases from these suppliers that we are unable to mitigate, or if some of the drugs that we purchase are not reimbursed or not adequately reimbursed by commercial or government payors, it could have a material adverse impact on our business, results of operations, financial condition and cash flows. In addition, the technology related to the products critical to the services we provide is subject to new developments which may result in superior products. If we are not able to access superior products on a cost-effective basis or if suppliers are not able to fulfill our requirements for such products, we could face patient attrition and other negative consequences which could have a material adverse effect on our business, results of operations, financial condition and cash flows.

DMG operates in a different line of business from our historical business, and we may not realize anticipated benefits from DMG.

DaVita Medical Group (DMG) operates in a different line of business from our historical business. We may not have the expertise, experience and resources to profitably pursue all of our businesses at once, and we may be unable to successfully and profitably operate all businesses in the combined company. The administration of DMG requires implementation of appropriate operations, management, forecasting, and financial reporting systems and controls, all of which pose challenges. The management of DMG requires and will continue to require the focused attention of our management team, including a significant commitment of its time and resources. The need for management to focus on these matters could have a material adverse effect on our business, results of operations, financial condition and cash flows. If the DMG operations continue to be less profitable than we currently anticipate or we do not have the experience, the appropriate expertise or the resources to profitably pursue all businesses in the combined company, our results of operations, financial condition and cash flows may be materially and adversely affected.

Laws regulating the corporate practice of medicine could restrict the manner in which DMG and our other subsidiaries are permitted to conduct their respective business, and the failure to comply with such laws could subject these entities to penalties or require a restructuring of these businesses.

Some states have laws that prohibit business entities, such as DMG and our other subsidiaries, including but not limited to, Nephrology Practice Solutions, DaVita Health Solutions, DaVita IKC, and Lifeline, from practicing medicine, employing physicians to practice medicine, exercising control over medical decisions by physicians (also known collectively as the corporate practice of medicine) or engaging in certain arrangements, such as fee-splitting, with physicians. In some states these prohibitions are expressly stated in a statute or regulation, while in other states the prohibition is a matter of judicial or regulatory interpretation. Of the states in which DMG currently operates, California, Colorado, Nevada and Washington generally prohibit the corporate practice of medicine, and other states may as well.

DMG and other DaVita entities operate in those states by maintaining long-term contracts with their associated physician groups which are each owned and operated by physicians and which employ or contract with additional physicians to provide physician services. Under these arrangements, DMG and such other DaVita entities provide non-medical management services and receive a management fee for providing these services; however, DMG and such other DaVita entities do not represent that they offer medical services, and do not exercise influence or control over the practice of medicine by the physicians or the associated physician groups.

In addition to the above management arrangements, DMG has certain contractual rights relating to the orderly transfer of equity interests in certain of its associated physician groups through succession agreements and other arrangements with their physician equity holders. However, such equity interests cannot be transferred to or held by DMG or by any non-professional organization. Accordingly, neither DMG nor DMG's subsidiaries directly own any equity interests in any physician groups in California, Colorado, Nevada and Washington. The other DaVita entities operating in these and multiple other states have similar agreements and arrangements. In the event that any of these associated physician groups fail to comply with the management arrangement or any management arrangement is terminated and/or DMG or any of the other DaVita entities is unable to enforce its contractual rights over the orderly transfer of equity interests in its associated physician groups, such events could have a material adverse effect on the business, results of operations, financial condition and cash flows of DMG or such other DaVita entities.

It is possible that a state regulatory agency or a court could determine that DMG's agreements with physician equity holders of certain managed California, Colorado, Nevada and Washington associated physician groups and the way DMG carries out these arrangements as described above, either independently or coupled with the management services agreements with such associated physician groups, are in violation of the corporate practice of medicine doctrine. As a result, these arrangements could be deemed invalid, potentially resulting in a loss of revenues and an adverse effect on results of operations derived from such associated physician groups. Such a determination could force a restructuring of DMG's management arrangements with associated physician groups in California, Colorado, Nevada and/or Washington, which might include revisions of the management services agreements, including a modification of the management fee and/or establishing an alternative structure that would permit DMG to contract with a physician network without violating the corporate practice of medicine prohibition. There can be no assurance that such a restructuring would be feasible, or that it could be accomplished within a reasonable time frame without a material adverse effect on DMG's business, results of operations, financial condition and cash flows. These same risks exist for the other DaVita entities utilizing similar structures.

In December 2013, DaVita Health Plan of California, Inc. (DHPC) obtained a restricted Knox-Keene license in California, which, among other things, permits DHPC to contract with health plans in California and to arrange health care services through a network of employed or contracting physicians and other providers without violating the corporate practice of medicine prohibition. However, DHPC continues to subcontract with DMG associated physician groups in California to arrange physician services. DMG and DMG's California, Colorado, Nevada and Washington associated physician groups, as well as those physician equity holders of associated physician groups who are subject to succession agreements with DMG, could be subject to criminal or civil penalties or an injunction if, for non-physicians, they are found to be practicing medicine without a license or, for licensed physicians, they are found to be aiding and abetting the unlicensed practice of medicine.

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

We have substantial debt outstanding, we incurred a substantial amount of additional debt in connection with our entry into the Increase Joinder Agreement in March 2018, and we may continue to incur additional indebtedness in the future. If we are unable to generate sufficient cash to service our substantial indebtedness and for other intended purposes, it could, for example:

- make it difficult for us to make payments on our debt securities;
- increase our vulnerability to general adverse economic and industry conditions;
- require us to dedicate a substantial portion of our cash flows from operations to payments on our indebtedness, thereby reducing the availability of our cash flow to fund working capital, capital expenditures, acquisitions and investments, repurchases of stock at the levels intended or announced, or at all, and other general corporate purposes;
- limit our flexibility in planning for, or reacting to, changes in our business and the markets in which we operate;
- expose us to interest rate volatility that could adversely affect our business, results of operations, financial condition and cash flows, and our ability to service our indebtedness;
- place us at a competitive disadvantage compared to our competitors that have less debt; and
- limit our ability to borrow additional funds, or to refinance existing debt on favorable terms when otherwise available.

In addition, we may continue to incur additional indebtedness in the future, and the amount of that additional indebtedness may be substantial. Although the indentures governing our senior notes and the agreement governing our senior secured credit facilities include covenants that could limit our indebtedness, we currently have the ability to incur substantial additional debt. The related risks described in this risk factor could intensify, in particular, if there is a delay in closing the sale of DMG or the sale of DMG does not close, or if new debt is added to current debt levels. Further, the variable interest rates payable under our senior secured credit facilities are linked to LIBOR as the benchmark for establishing the rates. LIBOR is the subject of recent national, international and other regulatory guidance and proposals for reform. These reforms may cause LIBOR to disappear entirely or to perform differently than in the past. The consequences of these developments with respect to LIBOR cannot be entirely predicted, but could adversely affect the variable interest rates payable under our senior secured credit facilities.

Our ability to make payments on our indebtedness, to fund planned capital expenditures and expansion efforts, including any strategic acquisitions we may make in the future, to repurchase our stock at the levels intended or announced and to meet our other liquidity needs, will depend on our ability to generate cash. This depends not only on the success of our business but, to a certain extent, is also subject to general economic, financial, competitive, regulatory and other factors that are beyond our control.

If the pending sale of DMG closes, our cash flows will be reduced accordingly. We cannot provide assurances that our business will generate sufficient cash flows from operations in the future or that future borrowings will be available to us in an amount sufficient to enable us to service our indebtedness or to fund other liquidity needs, including those described above. In that regard, approximately $1.845 billion of indebtedness under secured credit facilities will become due and payable in June 2019 at its stated maturity. Although we plan to seek replacement secured credit facilities to refinance that indebtedness as it becomes due, there can be no assurance that we will be able to do so on terms we consider acceptable or at all. If we are unable to generate sufficient funds to service our outstanding indebtedness or to meet our other liquidity needs, including the intended purposes described above, we would be required to refinance, restructure, or otherwise amend some or all of such indebtedness, sell assets, change or reduce our intended or announced uses or strategy for capital deployment, including for stock repurchases, reduce capital expenditures or planned expansions or raise additional cash through the sale of our equity. In addition, if we are unable to refinance or repay our indebtedness as it becomes due and payable from time to time (including the approximate $1.845 billion of secured credit facilities indebtedness that becomes due in June 2019), we may seek waivers or extensions from the applicable lenders but there can be no assurance that those would be granted, in which case we would have to seek other sources of financing to repay that indebtedness, which might include sales of assets or equity securities or some of the other strategies discussed above. We cannot make any assurances that any such refinancing, restructurings, sales of assets, or issuances of equity can be accomplished, that any such waivers or extensions from lenders can be obtained or, if accomplished or obtained, will be on favorable terms or would raise sufficient funds to meet these obligations or our other liquidity needs. Any failure to pay any of our indebtedness when due, including if we are unable to refinance the approximately $1.845 billion of indebtedness under our senior secured credit facilities that becomes due in June 2019, could have a material adverse effect on our business, results of operations, financial condition and cash flows, and could trigger cross default or cross acceleration provisions in our other debt instruments, thereby permitting the holders of that other indebtedness to demand immediate repayment, and, in the case of secured indebtedness, would generally permit the holders of that indebtedness to possess and sell the collateral to satisfy our obligations.

The borrowings under our senior secured credit facilities and senior indentures are guaranteed by a substantial portion of our direct and indirect wholly owned domestic subsidiaries, including certain of DMG's subsidiaries, and borrowings under our senior secured credit facilities are secured by a substantial portion of our and our subsidiaries' assets, including those of certain of DMG's subsidiaries. If the pending sale of DMG closes, we will have fewer subsidiary guarantors of, and fewer assets with which to secure existing and future debt or refinance or restructure existing debt. This will likely reduce the total amount of secured debt that we will be able to incur and may increase the interest rate we are required to pay on our existing secured debt and any secured debt we issue in the future. In addition, by reducing the amount of assets available to meet the claims of our secured and other creditors and the number of subsidiary guarantors, it may also adversely affect the interest rates on our existing unsecured debt and any unsecured debt we issue in the future and may adversely affect our ability to incur additional unsecured debt.

For additional details regarding specific risks we face regarding the pending sale of DMG, see the discussion in the risk factors under the heading “Risk factors related to the sale of DMG.”

We may be subject to liability claims for damages and other expenses that are not covered by insurance or exceed our existing insurance coverage that could have a material adverse effect on our business, results of operations, financial condition, cash flows and reputation.

Our operations and how we manage our business may subject us, as well as our officers and directors to whom we owe certain defense and indemnity obligations, to litigation and liability for damages. Our business, profitability and growth prospects could suffer if we face negative publicity or we pay damages or defense costs in connection with a claim that is outside the scope or limits of coverage of any applicable insurance coverage, including claims related to adverse patient events, cybersecurity incidents, contractual disputes, professional and general liability and directors' and officers' duties. In addition, we have received notices of claims from commercial payors and other third parties, as well as subpoenas and CIDs from the federal government, related to our business practices, including our historical billing practices and the historical billing practices of acquired businesses. Although the ultimate outcome of these claims cannot be predicted, an adverse result with respect to one or more of these claims could have a material adverse effect on our business, results of operations, financial condition and cash flows. We maintain insurance coverage for those risks we deem are appropriate to insure against and make determinations about whether to self-insure as to other risks or layers of coverage. However, a successful claim, including a

professional liability, malpractice or negligence claim or a claim related to a cybersecurity incident, which is in excess of any applicable insurance coverage, or that is subject to our self-insurance retentions, could have a material adverse effect on our business, results of operations, financial condition, cash flows and reputation. Additionally, as a result of the broad scope of our DMG division's medical practice, we are exposed to medical malpractice claims, as well as claims for damages and other expenses, that may not be covered by insurance or for which adequate limits of insurance coverage may not be available.

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

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

If we fail to successfully maintain an effective internal control over financial reporting, the integrity of our financial reporting could be compromised, which could have a material adverse effect on our ability to accurately report our financial results, our stock price and the market's perception of our business.

The integration of acquisitions and addition of new business lines into our internal control over financial reporting has required and will continue to require significant time and resources from our management and other personnel and has increased and will continue to, increase our compliance costs. Failure to maintain an effective internal control environment could have a material adverse effect on our ability to accurately report our financial results, our stock price and the market's perception of our business. In addition, we could be required to restate our financial results in the event of a significant failure of our internal control over financial reporting or in the event of inappropriate application of accounting principles.

Deterioration in economic conditions, disruptions in the financial markets or the effects of natural or other disasters or adverse weather events such as hurricanes, earthquakes, fires or flooding could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Deterioration in economic conditions could have a material adverse effect on our business, results of operations, financial condition and cash flows. Among other things, the potential decline in federal and state revenues that may result from such conditions may create additional pressures to contain or reduce reimbursements for our services from Medicare, Medicaid and other government sponsored programs. Increases in job losses in the U.S. as a result of adverse economic conditions has and may continue to result in a smaller percentage of our patients being covered by an employer group health plan and a larger percentage being covered by lower paying Medicare and Medicaid programs. Employers may also select more restrictive commercial plans with lower reimbursement rates. To the extent that payors are negatively impacted by a decline in the economy, we may experience further pressure on commercial rates, a further slowdown in collections and a reduction in the amounts we expect to collect. In addition, uncertainty in the financial markets could adversely affect the variable interest rates payable under our credit facilities or could make it more difficult to obtain or renew such facilities or to obtain other forms of financing in the future, if at all. For additional information regarding the risks related to our indebtedness, see the discussion in the risk factor above under the heading "The level of our current and future debt could have an adverse impact on our business and our ability to generate cash to service our indebtedness and for other intended purposes depends on many factors beyond our control."

Further, some of our operations, including our clinical laboratory, dialysis centers and other facilities, may be adversely impacted by the effects of natural or other disasters or adverse weather events such as hurricanes, earthquakes, fires or flooding. For example, our clinical laboratory is located in Florida, a state that has in the past experienced and may in the future experience hurricanes. Natural or other disasters or adverse weather events could significantly damage or destroy our facilities, disrupt operations, increase our costs to maintain operations and require substantial expenditures and recovery time to fully resume operations.

Any or all of these factors, as well as other consequences of these events, none of which we can currently predict, could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Disruptions in federal government operations and funding create uncertainty in our industry and could have a material adverse effect on our business, results of operations, financial condition and cash flows.

A substantial portion of our revenues is dependent on federal healthcare program reimbursement, and any disruptions in federal government operations could have a material adverse effect on our business, results of operations, financial condition and cash flows. If the U.S. government defaults on its debt, there could be broad macroeconomic effects that could raise our cost of borrowing funds, and delay or prevent our future growth and expansion. Any future federal government shutdown, U.S. government default on its debt and/or failure of the U.S. government to enact annual appropriations could have a material adverse effect on our business, results of operations, financial condition and cash flows. Additionally, disruptions in federal government operations may negatively impact regulatory approvals and guidance that are important to our operations, and create uncertainty about the pace of upcoming regulatory developments.

We could be subject to adverse changes in tax laws, regulations and interpretations or challenges to our tax positions.

We are subject to tax laws and regulations of the U.S. federal, state and local governments as well as various foreign jurisdictions. We compute our income tax provision based on enacted tax rates in the jurisdictions in which we operate. As the tax rates vary among jurisdictions, a change in earnings attributable to the various jurisdictions in which we operate could result in an unfavorable or favorable change in our overall tax provision.

From time to time, changes in tax laws or regulations may be proposed or enacted that could adversely affect our overall tax liability. For example, the recent U.S. tax legislation enacted on December 22, 2017, represented a significant overhaul of the U.S. federal tax code. We have completed our analysis of the initial impact of the 2017 federal tax law changes. However, it is possible that future guidance in connection with the law and/or the issuance of detailed regulations could impact our tax provision and cash taxes in future periods. Additionally, the legislation made significant changes to the tax rules applicable to insurance companies and other entities with which we do business. There can be no assurance that changes in tax laws or regulations, both within the U.S. and the other jurisdictions in which we operate, will not materially and adversely affect our effective tax rate, tax payments, results of operations, financial condition and cash flows. Similarly, changes in tax laws and regulations that impact our patients, business partners and counterparties or the economy generally may also impact our results of operations, financial condition and cash flows.

In addition, tax laws and regulations are complex and subject to varying interpretations, and any significant failure to comply with applicable tax laws and regulations in all relevant jurisdictions could give rise to substantial penalties and liabilities. We are regularly subject to audits by tax authorities. For example, we are currently under audit by the Internal Revenue Service for the years 2014-2016. Although we believe our tax estimates and related reporting are appropriate, the final determination of this and other tax audits and any related litigation could be materially different from our historical income tax provisions and accruals. Any changes in enacted tax laws (such as the recent U.S. tax legislation), rules or regulatory or judicial interpretations; any adverse development or outcome in connection with tax audits in any jurisdiction; or any change in the pronouncements relating to accounting for income taxes could materially and adversely impact our effective tax rate, tax payments, results of operations, financial condition and cash flows.

Expansion of our operations to and offering our services in markets outside of the U.S. subjects us to political, economic, legal, operational and other risks that could have a material adverse effect on our business, results of operations, financial condition, cash flows and reputation.

We are continuing to expand our operations by offering our services and entering new lines of business in certain markets outside of the U.S., which increases our exposure to the inherent risks of doing business in international markets. Depending on the market, these risks include those relating to:

- changes in the local economic environment;
- political instability, armed conflicts or terrorism;
- social changes;
- intellectual property legal protections and remedies;
- trade regulations;
- procedures and actions affecting approval, production, pricing, reimbursement and marketing of products and services;

- foreign currency;
- repatriating or moving to other countries cash generated or held abroad, including considerations relating to tax-efficiencies and changes in tax laws;
- export controls;
- lack of reliable legal systems which may affect our ability to enforce contractual rights;
- changes in local laws or regulations, or interpretation or enforcement thereof;
- potentially longer ramp-up times for starting up new operations and for payment and collection cycles;
- financial and operational, and information technology systems integration;
- failure to comply with U.S. laws, such as the FCPA, or local laws that prohibit us, our partners, or our partners' or our agents or intermediaries from making improper payments to foreign officials or any third party for the purpose of obtaining or retaining business; and
- data and privacy restrictions.

Issues relating to the failure to comply with applicable non-U.S. laws, requirements or restrictions may also impact our domestic business and/or raise scrutiny on our domestic practices.

Additionally, some factors that will be critical to the success of our international business and operations will be different than those affecting our domestic business and operations. For example, conducting international operations requires us to devote significant management resources to implement our controls and systems in new markets, to comply with local laws and regulations, including to fulfill financial reporting requirements, and to overcome the numerous new challenges inherent in managing international operations, including those based on differing languages, cultures and regulatory environments, and those related to the timely hiring, integration and retention of a sufficient number of skilled personnel to carry out operations in an environment with which we are not familiar.

Any expansion of our international operations through acquisitions or through organic growth could increase these risks. Additionally, while we may invest material amounts of capital and incur significant costs in connection with the growth and development of our international operations, including to start up or acquire new operations, we may not be able to operate them profitably on the anticipated timeline, or at all.

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

Risk factors related to the sale of DMG:

The announcement and pendency of the sale of DMG may continue to adversely affect our business, results of operations, financial condition and cash flows.

The announcement and pending sale of DMG may continue to be disruptive to our business and may continue to adversely affect our relationships with current and prospective teammates, patients, physicians, payors, suppliers and other business partners. Uncertainties related to the pending sale of DMG may continue to impair our ability to attract, retain and motivate key personnel and could continue to cause suppliers and other business partners to defer entering into contracts with us or seek to change existing business relationships with us. The loss or deterioration of significant business and operational relationships could have an adverse effect on our business, results of operations, financial condition and cash flows. In addition, activities relating to the pending sale and related uncertainties could continue to divert the attention of our management and other teammates from our day-to-day business or disrupt our operations in preparation for and during the post-closing separation of DMG. Following the closing of the DMG sale, we will enter into a transition services agreement with Optum, whereby we and Optum will provide various transition services to one another for specified periods beginning on the closing date. In the course of performing our obligations under the transition services agreement, we will allocate certain of our resources, including assets, facilities, equipment and the time and attention of our management and other teammates, for the benefit of the DMG business and not ours, which may negatively impact our business, results of operations, financial condition and cash flows. In addition, it is possible that we could have stranded costs following the closing of the pending sale, which could be material. If we are unable to effectively manage these risks, our business, results of operations, financial condition and cash flows may be adversely affected.

Any continued delay in completing the sale of DMG or any additional modifications to the terms of the sale under the equity purchase agreement may materially adversely affect our business, results of operations, financial condition, cash flows and stock price.

The completion of the proposed sale of DMG is subject to customary closing conditions, including the expiration or termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"). On March 12, 2018, we received a request for additional information and documentary materials (commonly referred to as a "second request") from the U.S. Federal Trade Commission ("FTC") under the HSR Act in connection with the FTC's review of the proposed sale of DMG. In connection with its approval of the proposed sale of DMG, the FTC may impose material conditions, terms and obligations, including making its approval subject to the disposition of certain assets, which could further delay completion of the transaction, or the FTC may impose conditions that would require an adverse modification to the equity purchase agreement. If further delays continue in completing the sale of DMG, or if the terms set forth in the equity purchase agreement are further amended, our business, results of operations, financial condition, cash flows and stock price may be materially adversely affected.

If we fail to complete the proposed sale of DMG, our business, results of operations, financial condition, cash flows and stock price may be materially adversely affected.

The completion of the proposed sale of DMG is subject to customary closing conditions, including FTC approval, and if any condition to the closing of the sale of DMG is neither satisfied nor, where permissible, waived, we may be unable to complete the disposition or complete the disposition on the terms set forth in the equity purchase agreement. In addition, either we or Optum may terminate the equity purchase agreement if, among other things, the sale has not been consummated prior to June 30, 2019. If the equity purchase agreement is terminated and our Board of Directors seeks an alternative transaction or another acquiror for the sale of the DMG business, we may not be able to negotiate a transaction with another party on terms comparable to, or better than, the terms of the equity purchase agreement with Optum, or at all. In the third and fourth quarters of 2018, we recognized valuation adjustments with respect to the DMG business based on an updated assessment of fair value, which includes inputs such as the transaction itself, risks and timing, and performance of the business, and we recorded associated goodwill impairment charges in the fourth quarter of 2018. We may recognize additional valuation adjustments related to DMG in the future.

If the sale of DMG is not completed for any reason, investor confidence could decline. A failed transaction may result in negative publicity, protracted litigation, and may affect our relationships with teammates, patients, physicians, payors, suppliers, regulators and other business partners. In addition, in the event of a failed transaction, we will have expended significant management resources in an effort to complete the sale, and we will have incurred significant transaction costs, including legal fees, financial advisor fees and other related costs, without any commensurate benefit. Furthermore, we have incurred additional debt in anticipation of receiving the sale proceeds but there can be no assurances that we will receive the anticipated sale proceeds to repay such debt. Accordingly, if the proposed sale of DMG is not completed on the terms set forth in the equity purchase agreement or at all, our business, results of operations, financial condition, cash flows and stock price may be materially adversely affected.

Our liquidity following the close of our pending sale of DMG and our planned subsequent entry into new external financing arrangements may be less than we anticipate, and we may use the proceeds from the pending sale of DMG and other available funds, including external financing and cash flow from operations, in ways that may not improve our results of operations, financial condition, cash flows or enhance the value of our common stock.

The purchase price for the sale of the DMG business is subject to customary adjustments, both upward and downward, which could be significant. Following the closing of the pending DMG sale, we plan to use sale proceeds and other available funds, including from external financing and cash flow from operations, to repay debt, make significant stock repurchases and for general corporate purposes, which may include growth investments. A number of factors may impact our ability to repurchase stock and the timing of any such stock repurchases, including market conditions, the price of our common stock, our results of operations, financial condition, cash flows, available financing, leverage ratios, and legal, regulatory and contractual requirements and restrictions. Accordingly, the actual amount of common stock we repurchase may be less, perhaps substantially, and the period of time over which we make any stock repurchases may be substantially longer, than we currently anticipate. In addition, we may identify investments or other uses for our available funds (other than the DMG sale proceeds that we plan to use to repay debt) that we believe are more attractive than our current intended uses. Further, there can be no assurance that any investment will yield a favorable return.

Under the terms of the equity purchase agreement, we are subject to certain contractual restrictions while the sale of DMG is pending that, in some cases, could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Under the terms of the equity purchase agreement, we are subject to certain restrictions on the conduct of the DMG business prior to completing the sale of DMG, which have adversely affected and may continue to adversely affect our ability to execute certain of our business strategies, including the ability in certain cases to enter into or amend contracts, acquire or dispose of assets, incur indebtedness or incur capital expenditures. Such limitations have negatively affected and could continue to negatively affect our business and operations prior to the completion of the sale of DMG. Each of these risks may be exacerbated by delays or other adverse developments with respect to the completion of the sale of DMG.

Risk factors related to our U.S. dialysis and related lab services, ancillary services and strategic initiatives:

If patients in commercial plans are subject to restriction in plan designs or the average rates that commercial payors pay us decline significantly, it would have a material adverse effect on our business, results of operations, financial condition and cash flows.

Approximately 31% of our U.S. dialysis and related lab services net revenues for the year ended December 31, 2018, were generated from patients who have commercial payors (including hospital dialysis services) as their primary payor. The majority of these patients have insurance policies that pay us on terms and at rates that are generally significantly higher than Medicare rates. The payments we receive from commercial payors generate nearly all of our profit and all of our nonacute dialysis profits come from commercial payors. We continue to experience downward pressure on some of our commercial payment rates as a result of general conditions in the market, including as employers shift to less expensive options for medical services, recent and future consolidations among commercial payors, increased focus on dialysis services and other factors. In addition, many commercial payors that sell individual plans both on and off exchange have publicly announced losses in the marketplace. These payors may seek discounts on rates for marketplace plans on and off exchange. Commercial payment rates could be materially lower in the future.

We continuously are in the process of negotiating existing and potential new agreements with commercial payors who aggressively negotiate terms with us. Sometimes many significant agreements are being renegotiated at the same time. In the event that our continual negotiations result in overall commercial rate reductions in excess of overall commercial rate increases, the cumulative effect could have a material adverse effect on our business, results of operations, financial condition and cash flows. Consolidations have significantly increased the negotiating leverage of commercial payors. Our negotiations with payors are also influenced by competitive pressures, and we may experience decreased contracted rates with commercial payors or experience decreases in patient volume as our negotiations with commercial payors continue. In addition to downward pressure on contracted commercial payor rates, payors have been attempting to design and implement plans to restrict access to coverage, and the duration and/or the breadth of benefits, which may result in decreased payments. In addition, payors have been attempting to impose restrictions and limitations on patient access to commercial exchange plans and non-contracted or out-of-network providers, and in some circumstances designate our centers as out-of-network providers. Rates for commercial exchange products and out-of-network providers are on average higher than rates for government products and in-network providers, respectively.

A number of commercial payors have incorporated policies into their provider manuals limiting or refusing to accept charitable premium assistance from non-profit organizations, such as the American Kidney Fund, which may impact the number of patients who are able to afford commercial plans. Paying for coverage is a significant financial burden for many patients, and ESRD disproportionately affects the low-income population. Charitable premium assistance supports continuity of coverage and access to care for patients, many of whom are unable to continue working full-time as a result of their severe condition. A material restriction in patients' ability to access charitable premium assistance may restrict the ability of dialysis patients to obtain and maintain optimal insurance coverage, and may adversely impact a large number of dialysis centers across the U.S. by making certain centers economically unviable, and may have a material adverse effect on our business, results of operations, financial condition and cash flows.

We also believe commercial payors have or will begin to restructure their benefits to create disincentives for patients to stay with commercial insurance or to select or remain with out-of-network providers. In addition, payors may seek to decrease payment rates for out-of-network providers. Decreases in the number of patients with commercial plans, decreases in out-of-network rates and restrictions on out-of-network access, our turning away new patients in instances where we are unable to come to agreement with commercial payors on rates, new business activities of commercial payors, or decreases in contracted rates could result in a significant decrease in our overall revenues derived from commercial payors. If the average rates that commercial payors pay us decline significantly, or if we see a decline in commercial patients, it would have a material adverse effect on our business, results of operations, financial condition and cash flows. For additional details regarding specific risks

we face regarding regulatory changes that could result in fewer patients covered under commercial plans or an increase of patients covered under more restrictive commercial plans with lower reimbursement rates, see the discussion in the risk factor under the heading "Changes in federal and state healthcare regulations could have a material adverse effect on our business, results of operations, financial condition and cash flows."

If the number of patients with higher-paying commercial insurance declines, it could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Our revenue levels are sensitive to the percentage of our patients with higher-paying commercial insurance coverage. A patient's insurance coverage may change for a number of reasons, including changes in the patient's or a family member's employment status. Any changes impacting our highest paying commercial payors will have a disproportionate impact on us. In addition, many patients with commercial and government insurance rely on financial assistance from charitable organizations, such as the American Kidney Fund. Certain payors have challenged our patients' and other providers' patients' ability to utilize assistance from charitable organizations for the payment of premiums, including through litigation and other legal proceedings. Regulators have also questioned the use of charitable premium assistance for ESRD patients. CMS or another regulatory agency or legislative authority may issue a new rule or guidance that challenges or restricts charitable premium assistance. If any of these challenges to kidney patients' use of premium assistance are successful or restrictions are imposed on the use of financial assistance from such charitable organizations such that kidney patients are unable to obtain, or continue to receive or receive for a limited duration, such financial assistance, it could have a material adverse effect on our business, results of operations, financial condition and cash flows. In addition, if our assumptions about how kidney patients will respond to any change in financial assistance from charitable organizations are incorrect, it could have a material adverse effect on our business, results of operations, financial condition and cash flows.

When Medicare becomes the primary payor, the payment rate we receive for that patient decreases from the employer group health plan or commercial plan rate to the lower Medicare payment rate. The number of our patients who have government-based programs as their primary payors could increase and the percentage of our patients covered under commercial insurance plans could be negatively impacted as a result of improved mortality or declining macroeconomic conditions. To the extent there are sustained or increased job losses in the U.S., independent of whether general economic conditions improve, we could experience a decrease in the number of patients covered under commercial plans and/or an increase in uninsured and underinsured patients. The percentage of our patients covered under commercial insurance plans could also be negatively impacted by a decline in the rate of growth of the ESRD patient population. We could also experience a further decrease in the payments we receive for services if changes to the healthcare regulatory system result in fewer patients covered under commercial plans or an increase of patients covered under more restrictive commercial plans with lower reimbursement rates. In addition, our continual negotiations with commercial payors under existing and potential new agreements could result in a decrease in the number of our patients covered by commercial plans to the extent that we cannot reach agreement with commercial payors on rates and other terms, resulting in termination or non-renewals of existing agreements and our inability to enter into new agreements. Commercial payors have taken and may continue to take steps to control the cost of and/or the eligibility for access to healthcare services, including relative to products on and off the healthcare exchanges. These efforts could impact the number of our patients who are eligible to enroll in commercial insurance plans, and remain on the plans, including plans offered through healthcare exchanges. Additionally, we continue to experience higher amounts of write-offs due to uninsured and underinsured patients, which has resulted in an increase in uncollectible accounts. Commercial payors could also cease paying in the primary position after providing 30 months of coverage resulting in a material reduction in payment as the patient moves to Medicare primary. If there is a significant reduction in the number of patients under higher-paying commercial plans relative to government-based programs that pay at lower rates or a significant increase in the number of patients that are uninsured and underinsured, it would have a material adverse effect on our business, results of operations, financial condition and cash flows.

Changes in the structure of and payment rates under the Medicare ESRD program could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Approximately 44% of our U.S. dialysis and related lab services net revenues for the year ended December 31, 2018, were generated from patients who have Medicare as their primary payor. For patients with Medicare coverage, all ESRD payments for dialysis treatments are made under a single bundled payment rate which provides a fixed payment rate to encompass all goods and services provided during the dialysis treatment that are related to the treatment of dialysis, including pharmaceuticals that were historically separately reimbursed to the dialysis providers, such as erythropoietin (EPO), vitamin D analogs and iron supplements, irrespective of the level of pharmaceuticals administered or additional services performed, except in the case of calcimimetics, which are subject to a transitional drug add-on payment adjustment for the Medicare Part B ESRD payment. Most lab services are also included in the bundled payment. Under the ESRD PPS, the bundled payments to a dialysis facility may be reduced by as much as 2% based on the facility's performance in specified quality measures set

annually by CMS through the ESRD Quality Incentive Program, which was established by the Medicare Improvements for Patients and Providers Act of 2008. The bundled payment rate is also adjusted for certain patient characteristics, a geographic usage index and certain other factors. In addition, the ESRD PPS is subject to rebasing, which can have a positive financial effect, or a negative one if the government fails to rebase in a manner that adequately addresses the costs borne by dialysis facilities. Similarly, as new drugs, services or labs are added to the ESRD bundle, CMS' failure to adequately calculate the costs associated with the drugs, services or labs could have a material adverse effect on our business, results of operations, financial condition and cash flows.

The current bundled payment system presents certain operating, clinical and financial risks, which include:

- Risk that our rates are reduced by CMS. Uncertainty about future payment rates remains a material risk to our business.
- Risk that CMS, through its contracted Medicare Administrative Contractors (MACs) or otherwise, implements Local Coverage Determinations (LCDs) or other decisions that limit our ability to bill for treatments or other drugs and services or other rules that may impact reimbursement. Such coverage determinations could have an adverse impact on our revenue. There is also risk commercial insurers could seek to incorporate the requirements or limitations associated with such LCDs into their contracted terms with dialysis providers, which could have an adverse impact on our revenue.
- Risk that a MAC, or multiple MACs, change their interpretations of existing regulations, manual provisions and/or guidance; or seek to implement or enforce new interpretations that are inconsistent with how we have interpreted existing regulations, manual provisions and/or guidance.
- Risk that increases in our operating costs will outpace the Medicare rate increases we receive. We expect operating costs to continue to increase due to inflationary factors, such as increases in labor and supply costs, including increases in maintenance costs and capital expenditures to improve, renovate and maintain our facilities, equipment and information technology to meet changing regulatory requirements and business needs, regardless of whether there is a compensating inflation-based increase in Medicare payment rates or in payments under the bundled payment rate system.
- Risk of federal budget sequestration cuts. As a result of the Budget Control Act of 2011 and the BBA, an annual 2% reduction to Medicare payments took effect on April 1, 2013, and has been extended through 2027. These across-the-board spending cuts have affected and will continue to adversely affect our business, results of operations, financial condition and cash flows.
- Risk that failure to adequately develop and maintain our clinical systems or failure of our clinical systems to operate effectively could have a material adverse effect on our business, results of operations, financial condition and cash flows. For example, in connection with claims for which at least part of the government's payments to us is based on clinical performance or patient outcomes or co-morbidities, if our clinical systems fail to accurately capture the data we report to CMS or we otherwise have data integrity issues with respect to the reported information, we might be over-reimbursed by the government, which could subject us to liability. For example, CMS published a final rule that implemented a provision of the ACA, requiring providers to report and return Medicare and Medicaid overpayments within the later of (a) 60 days after the overpayment is identified and quantified, or (b) the date any corresponding cost report is due, if applicable. An overpayment impermissibly retained under this statute could, among other things, subject us to liability under the FCA, exclusion from participation in the federal healthcare programs, and penalties under the federal Civil Monetary Penalty statute and could adversely impact our reputation.

We are subject to similar risks for services billed separately from the ESRD bundled payment, including the risk that a MAC, or multiple MACs, change their interpretations of existing regulations, manual provisions and/or guidance; or seek to implement or enforce new interpretations that are inconsistent with how we have interpreted existing regulations, manual provisions and/or guidance. For additional details regarding the risks we face for failing to adhere to our Medicare and Medicaid regulatory compliance obligations, see the risk factor above under the heading "If we fail to adhere to all of the complex government laws and regulations that apply to our business, we could suffer severe consequences that could have a material adverse effect on our business, results of operations, financial condition, cash flows, reputation and stock price."

Changes in state Medicaid or other non-Medicare government-based programs or payment rates could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Approximately 25% of our U.S. dialysis and related lab services net revenues for the year ended December 31, 2018, were generated from patients who have state Medicaid or other non-Medicare government-based programs, such as coverage through the Department of Veterans Affairs (VA), as their primary coverage. As state governments and other governmental organizations face increasing budgetary pressure, we may in turn face reductions in payment rates, delays in the receipt of payments, limitations on enrollee eligibility or other changes to the applicable programs. For example, certain state Medicaid programs and the VA have recently considered, proposed or implemented payment rate reductions.

The VA adopted Medicare's bundled PPS pricing methodology for any veterans receiving treatment from non-VA providers under a national contracting initiative. Since we are a non-VA provider, these reimbursements are tied to a percentage of Medicare reimbursement, and we have exposure to any dialysis reimbursement changes made by CMS. Approximately 3% of our dialysis services revenues for the year ended December 31, 2018 were generated by the VA.

In 2013, we entered into a five-year Nationwide Dialysis Services contract with the VA which is subject to one-year renewal periods, consistent with all provider agreements with the VA under this contract. During the length of the contract, the VA has elected not to make adjustments to reimbursement percentages that are tied to a percentage of Medicare reimbursement rates. These agreements provide the VA with the right to terminate the agreements without cause on short notice. Should the VA renegotiate, or not renew or cancel these agreements for any reason, we may cease accepting patients under this program and may be forced to close centers or experience lower reimbursement rates, which could have a material adverse effect on our business, results of operations, financial condition and cash flows.

State Medicaid programs are increasingly adopting Medicare-like bundled payment systems, but sometimes these payment systems are poorly defined and are implemented without any claims processing infrastructure, or patient or facility adjusters. If these payment systems are implemented without any adjusters and claims processing infrastructure, Medicaid payments will be substantially reduced and the costs to submit such claims may increase, which will have a negative impact on our business, results of operations, financial condition and cash flows. In addition, some state Medicaid program eligibility requirements mandate that citizen enrollees in such programs provide documented proof of citizenship. If our patients cannot meet these proof of citizenship documentation requirements, they may be denied coverage under these programs, resulting in decreased patient volumes and revenue. These Medicaid payment and enrollment changes, along with similar changes to other non-Medicare government programs could reduce the rates paid by these programs for dialysis and related services, delay the receipt of payment for services provided and further limit eligibility for coverage which could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Changes in clinical practices, payment rates or regulations impacting pharmaceuticals could have a material adverse effect on our business, results of operations, financial condition, cash flows and negatively impact our ability to care for patients.

Medicare bundles certain pharmaceuticals into the PPS at industry average doses and prices. Any variation above the industry average may be subject to partial reimbursement through the PPS outlier reimbursement policy.

Commercial payors have increasingly examined their administration policies for pharmaceuticals and, in some cases, have modified those policies. Changes in labeling of pharmaceuticals in a manner that alters physician practice patterns, including their independent determinations as to appropriate dosing, or accepted clinical practices, and/or changes in private and governmental payment criteria, including the introduction of administration policies could have a material adverse effect on our business, results of operations, financial condition and cash flows. Further increased utilization of certain pharmaceuticals for patients for whom the cost of which is included in a bundled reimbursement rate, or further decreases in reimbursement for pharmaceuticals that are not included in a bundled reimbursement rate, could also have a material adverse effect on our business, results of operations, financial condition and cash flows.

Additionally, as of January 1, 2018, calcimimetics became part of the Medicare Part B ESRD payment, but subject to a transitional drug add-on payment adjustment. We implemented processes designed to provide the drug as required under the applicable regulations and prescribed by physicians and have entered into agreements to provide for access to and distribution of the drug. If payors do not pay as anticipated, if we are not adequately reimbursed for the cost of the drug, or the processes we have implemented to provide the drug do not perform as anticipated, then we could be subject to both financial and operational risk, among other things.

We may be subject to increased inquiries or audits from a variety of governmental bodies or claims by third parties related to pharmaceuticals, which would require management's attention and could result in significant legal expense. Any

negative findings could result in substantial financial penalties or repayment obligations, the imposition of certain obligations on and changes to our practices and procedures as well as the attendant financial burden on us to comply with the obligations, or exclusion from future participation in the Medicare and Medicaid programs, and could have a material adverse effect on our business, results of operations, financial condition and cash flows.

If we fail to comply with our Corporate Integrity Agreement, we could be subject to substantial penalties and exclusion from participation in federal healthcare programs that could have a material adverse effect on our business, results of operations, financial condition, cash flows and reputation.

In October 2014, we entered into a Settlement Agreement with the U.S. and relator David Barbetta to resolve the then pending 2010 and 2011 U.S. Attorney physician relationship investigations and paid $406 million in settlement amounts, civil forfeiture, and interest to the U.S. and certain states. In connection with the resolution of these matters, and in exchange for the OIG's agreement not to exclude us from participating in the federal healthcare programs, we have entered into a five-year CIA with the OIG. The CIA (i) requires that we maintain certain elements of our compliance programs; (ii) imposes certain expanded compliance-related requirements during the term of the CIA; (iii) requires ongoing monitoring and reporting by an independent monitor, imposes certain reporting, certification, records retention and training obligations, allocates certain oversight responsibility to the Board's Compliance Committee, and necessitates the creation of a Management Compliance Committee and the retention of an independent compliance advisor to the Board; and (iv) contains certain business restrictions related to a subset of our joint venture arrangements, including our agreeing to (1) unwind 11 joint venture transactions that were created through partial divestitures to, or partial acquisitions from, nephrologists, and that cover 26 of our 2,119 clinics that existed at the time we entered into the Settlement Agreement, all of which have been completed, (2) not enter into certain types of partial divestiture joint venture transactions with nephrologists during the term of the CIA, (3) non-enforcement of certain patient-related non-solicitation restrictions, and (4) certain other restrictions. The costs associated with compliance with the CIA are substantial and may be greater than we currently anticipate. In addition, in the event of a breach of the CIA, we could become liable for payment of certain stipulated penalties, and could be excluded from participation in federal healthcare programs. The OIG has notified us in the past that it considered us to be in breach of the CIA, and we cannot provide any assurances that we may not be found in breach of the CIA in the future. In general, the costs associated with compliance with the CIA, or any liability or consequences associated with a breach, could have a material adverse effect on our business, results of operations, financial condition and cash flows. For our domestic dialysis business, we are required under the CIA to report to the OIG (i) probable violations of criminal, civil or administrative laws applicable to any federal health care program for which penalties or exclusions may be authorized under applicable laws and regulations; (ii) substantial overpayments of amounts of money we have received in excess of the amounts due and payable under the federal healthcare program requirements; and (iii) employment of or contracting with individuals ineligible from participating in the federal healthcare programs (we refer to these collectively as Reportable Events). We have provided the OIG notice of Reportable Events, and we may identify and report additional events in the future. If any of our operations are found to violate government laws and regulations, we could suffer severe consequences that could have a material adverse effect on our business, results of operations, financial condition, cash flows, reputation and stock price, including those consequences described under the risk factor "If we fail to adhere to all of the complex government laws and regulations that apply to our business, we could suffer severe consequences that could have a material adverse effect on our business, results of operations, financial condition, cash flows, reputation and stock price."

Delays in state Medicare and Medicaid certification or other licensing and/or anything impacting the licensing of our dialysis centers could adversely affect our business, results of operations, financial condition and cash flows.

Before we can begin billing for patients treated in our outpatient dialysis centers who are enrolled in government-based programs, we are required to obtain state and federal certification for participation in the Medicare and Medicaid programs. As state agencies responsible for surveying dialysis centers on behalf of the state and Medicare program face increasing budgetary pressure, certain states are having difficulty keeping up with certifying dialysis centers in the normal course resulting in significant delays in certification. If state governments continue to have difficulty keeping up with certifying new centers in the normal course and we continue to experience significant delays in our ability to treat and bill for services provided to patients covered under government programs, it could cause us to incur write-offs of investments or accelerate the recognition of lease obligations in the event we have to close centers or our centers' operating performance deteriorates, and it could have an adverse effect on our business, results of operations, financial condition and cash flows. Although the BBA passed in February 2018 allows organizations approved by the Department of Health and Human Services (HHS) to accredit dialysis facilities and imposes certain timing requirements regarding the initiation of initial surveys to determine if certain conditions and requirements for payment have been satisfied, we cannot predict the ultimate impact of these changes. In addition to certifications for Medicare and Medicaid, some states have licensing requirements for ESRD facilities. Delays in licensure, denials of licensure, or withdrawal of licensure could also adversely affect our business, results of operations, financial condition and cash flows.

If our joint ventures were found to violate the law, we could suffer severe consequences that would have a material adverse effect on our business, results of operations, financial condition and cash flows.

As of December 31, 2018, we owned a controlling interest in numerous dialysis-related joint ventures, which represented approximately 25% of our net U.S. dialysis and related lab services net revenues for the year ended December 31, 2018. In addition, we also owned noncontrolling equity investments in several other dialysis related joint ventures. We expect to continue to increase the number of our joint ventures. Many of our joint ventures with physicians or physician groups also have certain physician owners providing medical director services to centers we own and operate. Because our relationships with physicians are governed by the federal and state anti-kickback statutes, we have sought to structure our joint venture arrangements to satisfy as many federal safe harbor requirements as we believe are commercially reasonable. Our joint venture arrangements do not satisfy all of the elements of any safe harbor under the federal Anti-Kickback Statute, however, and therefore are susceptible to government scrutiny. For example, in October 2014, we entered into a settlement agreement to resolve the then pending 2010 and 2011 U.S. Attorney physician relationship investigations regarding certain of our joint ventures and paid $406 million in settlement amounts, civil forfeiture, and interest to the U.S. and certain states. For further details on the settlement agreement, see "If we fail to comply with our Corporate Integrity Agreement, we could be subject to substantial penalties and exclusion from participation in federal healthcare programs that could have a material adverse effect on our business, results of operations, financial condition, cash flows, and reputation".

There are significant risks associated with estimating the amount of dialysis revenues and related refund liabilities that we recognize, and if our estimates of revenues and related refund liabilities are materially inaccurate, it could impact the timing and the amount of our revenues recognition or have a material adverse effect on our business, results of operations, financial condition and cash flows.

There are significant risks associated with estimating the amount of U.S. dialysis and related lab services revenues and related refund liabilities that we recognize in a reporting period. The billing and collection process is complex due to ongoing insurance coverage changes, geographic coverage differences, differing interpretations of contract coverage and other payor issues, such as ensuring appropriate documentation. Determining applicable primary and secondary coverage for approximately 202,700 U.S. patients at any point in time, together with the changes in patient coverage that occur each month, requires complex, resource-intensive processes. Errors in determining the correct coordination of benefits may result in refunds to payors. Revenues associated with Medicare and Medicaid programs are also subject to estimating risk related to the amounts not paid by the primary government payor that will ultimately be collectible from other government programs paying secondary coverage, the patient's commercial health plan secondary coverage or the patient. Collections, refunds and payor retractions typically continue to occur for up to three years and longer after services are provided. We generally expect our range of U.S. dialysis and related lab services revenues estimating risk to be within 1% of net revenues for the segment. If our estimates of U.S. dialysis and related lab services revenues and related refund liabilities are materially inaccurate, it could impact the timing and the amount of our revenues recognition and have a material adverse impact on our business, results of operations, financial condition and cash flows.

Our ancillary services and strategic initiatives, including our international operations, that we operate or invest in now or in the future may generate losses and may ultimately be unsuccessful. In the event that one or more of these activities is unsuccessful, our business, results of operations, financial condition and cash flows may be negatively impacted and we may have to write off our investment and incur other exit costs.

Our ancillary services and strategic initiatives are subject to many of the same risks, regulations and laws, as described in the risk factors related to our dialysis business set forth in this Part I, Item 1A, and are also subject to additional risks, regulations and laws specific to the nature of the particular strategic initiative. We expect to add additional service offerings to our business and pursue additional strategic initiatives in the future as circumstances warrant, which could include healthcare services not related to dialysis. Many of these initiatives require or would require investments of both management and financial resources and can generate significant losses for a substantial period of time and may not become profitable in the expected timeframe or at all. There can be no assurance that any such strategic initiative will ultimately be successful. Any significant change in market conditions, or business performance, or in the political, legislative or regulatory environment, may impact the economic viability of any of these strategic initiatives. For example, changes in the oral pharmacy space, including reimbursement rate pressures, negatively impacted the economics of our pharmacy services business. As a result, in the second half of 2018 we transitioned the customer service and fulfillment functions of this business to third parties and wound down our distribution operation, which resulted in a decrease in revenues and costs. In the year ended December 31, 2018, we recognized restructuring charges of $11 million and incurred asset impairment charges of $17 million related to the restructuring of our pharmacy business.

If any of our ancillary services or strategic initiatives, including our international operations, are unsuccessful, it would have a negative impact on our business, results of operations, financial condition and cash flows, and we may determine to exit

that line of business. We could incur significant termination costs if we were to exit certain of these lines of business. In addition, we may incur a material write-off or an impairment of our investment, including goodwill, in one or more of our ancillary services or strategic initiatives. In that regard, we have taken, and may in the future take, impairment and restructuring charges in addition to those described above related to our ancillary services and strategic initiatives, including in our international and pharmacy businesses.

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

Physicians, including medical directors, choose where they refer their patients. Some physicians prefer to have their patients treated at dialysis centers where they or other members of their practice supervise the overall care provided as medical director of the center. As a result, referral sources for many of our centers include the physician or physician group providing medical director services to the center.

Our medical director contracts are for fixed periods, generally ten years, and at any given time a large number of them could be up for renewal at the same time. Medical directors have no obligation to extend their agreements with us and, under certain circumstances, our former medical directors may choose to provide medical director services for competing providers or establish their own dialysis centers in competition with ours. Neither our current nor former medical directors have an obligation to refer their patients to our centers.

The aging of the nephrologist population and opportunities presented by our competitors may negatively impact a medical director's decision to enter into or extend his or her agreement with us. Moreover, different affiliation models in the changing healthcare environment that limit a nephrologist's choice in where he or she can refer patients, such as an increase in the number of physicians becoming employed by hospitals or a perceived decrease in the quality of service levels at our centers, may limit a nephrologist's ability or desire to refer patients to our centers or otherwise negatively impact treatment volumes.

In addition, if the terms of any existing agreement are found to violate applicable laws, we may not be successful in restructuring the relationship, which would lead to the early termination of the agreement. If we are unable to obtain qualified medical directors to provide supervision of the operations and care provided at our dialysis centers, it could affect physicians' desire to refer patients to our dialysis centers. If a significant number of physicians were to cease referring patients to our dialysis centers, it would have a material adverse effect on our business, results of operations, financial condition and cash flows.

If our labor costs continue to rise, including due to shortages, changes in certification requirements and higher than normal turnover rates in skilled clinical personnel; or currently pending or future rules, regulations or initiatives impose additional requirements or limitations on our operations or profitability; or, if we are unable to attract and retain key leadership talent, we may experience disruptions in our business operations and increases in operating expenses, among other things, which could have a material adverse effect on our business, results of operations, financial condition and cash flows.

We face increasing labor costs generally, and in particular, we face increased labor costs and difficulties in hiring nurses due to a nationwide shortage of skilled clinical personnel. We compete for nurses with hospitals and other healthcare providers. This nursing shortage may limit our ability to expand our operations. Furthermore, changes in certification requirements can impact our ability to maintain sufficient staff levels, including to the extent our teammates are not able to meet new requirements, among other things. In addition, if we experience a higher than normal turnover rate for our skilled clinical personnel, our operations and treatment growth may be negatively impacted, which could adversely affect our business, results of operations, financial condition and cash flows. We also face competition in attracting and retaining talent for key leadership positions. If we are unable to attract and retain qualified individuals, we may experience disruptions in our business operations, including our ability to achieve strategic goals, which could have a material adverse affect on our business, results of operations, financial condition and cash flows.

In addition, proposed ballot initiatives or referendums, legislation, regulations or policy changes could cause us to incur substantial costs to challenge and prepare for and, if implemented, impose additional requirements on our operations, including increases in the required staffing levels or staffing ratios for clinical personnel, minimum transition times between treatments, limits on how much patients may be charged for care, limitations as to the amount that can be spent on certain medical costs, and limitations on the amount of revenue that providers can retain. Changes such as those mandated by proposed ballot initiatives or referendums, legislation, regulations or policy changes could materially reduce our revenues and increase our operating expense and impact our ability to staff our clinics to any new, elevated staffing levels, in particular given the ongoing

nationwide shortage of healthcare workers, especially nurses. Any of these events or circumstances could materially reduce our revenues and increase our operating and other costs, require us to close or consolidate existing dialysis centers, postpone or not build new dialysis centers, reduce shifts or negatively impact employee relations, treatment growth and productivity, and could have a material adverse effect on our business, results of operations, financial condition and cash flows. For additional information on these risks, see "Changes in federal and state health regulations could have a material adverse effect on our business, results of operations, financial condition and cash flows."

Our business is labor intensive and could be materially adversely affected if we are unable to attract and retain employees or if union organizing activities or legislative or other changes result in significant increases in our operating costs or decreases in productivity.

Our business is labor intensive, and our financial and operating results have been and continue to be subject to variations in labor-related costs, productivity and the number of pending or potential claims against us related to labor and employment practices. Political or other efforts at the national or local level could result in actions or proposals that increase the likelihood or success of union organizing activities at our facilities and ongoing union organizing activities at our facilities could continue or increase for other reasons. We could experience an upward trend in wages and benefits and labor and employment claims, including the filing of class action suits, or adverse outcomes of such claims, or face work stoppages. In addition, we are and may continue to be subject to targeted corporate campaigns by union organizers in response to which we have been and may continue to be required to expend substantial resources, both time and financial. Any of these events or circumstances could have a material adverse effect on our employee relations, treatment growth, productivity, business, results of operations, financial condition and cash flows.

Complications associated with our billing and collections system could materially adversely affect our business, results of operations, financial condition and cash flows.

Our billing system is critical to our billing operations. If there are defects in the billing system, we may experience difficulties in our ability to successfully bill and collect for services rendered, including a delay in collections, a reduction in the amounts collected, increased risk of retractions from and refunds to commercial and government payors, an increase in our provision for uncollectible accounts receivable and noncompliance with reimbursement regulations, any or all of which could materially adversely affect our results of operations.

Risk factors primarily related to DMG:

DMG is subject to many of the same risks to which our dialysis business is subject.

As a participant in the healthcare industry, DMG is subject to many of the same risks as our dialysis business is, as described in the risk factors set forth above in this Part I, Item 1A, many of which could have a material adverse effect on DMG's business, results of operations, financial condition and cash flows.

Under most of DMG's agreements with health plans, DMG assumes some or all of the risk that the cost of providing services will exceed its compensation.

Approximately 84% of DMG's revenue for the year ended December 31, 2018, is derived from fixed per member per month (PMPM) fees paid by health plans under capitation agreements with DMG or its associated physician groups. While there are variations specific to each arrangement, DMG, through DHPC, a subsidiary of HealthCare Partners Holdings, LLC and a restricted Knox-Keene licensed entity, and, in certain instances, DMG's associated physician groups, generally contract with health plans to receive a PMPM fee for professional services and assume the financial responsibility for professional services only. In some cases, the health plans separately enter into capitation contracts with third parties (typically hospitals) who receive directly a PMPM fee and assume contractual financial responsibility for hospital services. In other cases, the health plan does not pay any portion of the PMPM fee to the hospital, but rather administers claims for hospital expenses itself. In both scenarios, DMG enters into managed care-related administrative services agreements or similar arrangements with those third parties (typically hospitals) under which DMG agrees to be responsible for utilization review, quality assurance, and other managed care-related administrative functions. As compensation for such administrative services, DMG is entitled to receive a percentage of the amount by which the institutional capitation revenue received from health plans exceeds institutional expenses; any such risk-share amount to which DMG is entitled is recorded as medical revenues, and DMG is also responsible for a percentage of any short-fall in the event that institutional expenses exceed institutional revenues. To the extent that members require more care than is anticipated and/or the cost of care increases, aggregate fixed PMPM amounts, or capitation payments, may be insufficient to cover the costs associated with treatment. If medical costs and expenses exceed estimates, except in very limited circumstances, DMG will not be able to increase the PMPM fee received under these risk

agreements during their then-current terms and could, directly or indirectly through its contracts with its associated physician groups, suffer losses with respect to such agreements.

Changes in DMG's or its associated physician groups' anticipated ratio of medical expense to revenue can significantly impact DMG's financial results. Accordingly, the failure to adequately predict and control medical costs and expenses and to make reasonable estimates and maintain adequate accruals for incurred but not reported claims, could have a material adverse effect on DMG's business, results of operations, financial condition and cash flows.

Historically, DMG's and its associated physician groups' medical costs and expenses as a percentage of revenue have fluctuated. Factors that may cause medical expenses to exceed estimates include:

- the health status of members;
- higher than expected utilization of new or existing healthcare services or technologies;
- an increase in the cost of healthcare services and supplies, including pharmaceuticals, whether as a result of inflation or otherwise;
- changes to mandated benefits or other changes in healthcare laws, regulations and practices;
- periodic renegotiation of provider contracts with specialist physicians, hospitals and ancillary providers;
- periodic renegotiation of contracts with DMG's affiliated primary care physicians and specialists;
- changes in the demographics of the participating members and medical trends;
- contractual or claims disputes with providers, hospitals or other service providers within and outside of a health plan's network;
- the occurrence of catastrophes, major epidemics or acts of terrorism; and
- the reduction of health plan premiums.

Risk-sharing arrangements that DMG and its associated physician groups have with health plans and hospitals could result in their costs exceeding the corresponding revenues, which could reduce or eliminate any shared risk profitability.

Most of the agreements between health plans and DMG and its associated physician groups contain risk-sharing arrangements under which the physician groups can earn additional compensation from the health plans by coordinating the provision of quality, cost-effective healthcare to members. However, such arrangements may require the physician group to assume a portion of any loss sustained from these arrangements, thereby reducing DMG's net income. Under these risk-sharing arrangements, DMG and its associated physician groups are responsible for a portion of the cost of hospital services or other services that are not capitated. The terms of the particular risk-sharing arrangement allocate responsibility to the respective parties when the cost of services exceeds the related revenue, which results in a deficit, or permit the parties to share in any surplus amounts when actual costs are less than the related revenue. The amount of non-capitated medical and hospital costs in any period could be affected by factors beyond the control of DMG, such as changes in treatment protocols, new technologies, longer lengths of stay by the patient and inflation. Certain of DMG's agreements with health plans stipulate that risk-sharing pool deficit amounts are carried forward to offset any future years' surplus amounts DMG would otherwise be entitled to receive. DMG accrues for any such risk-sharing deficits. To the extent that such non-capitated medical and hospital costs are higher than anticipated, revenue may not be sufficient to cover the risk-sharing deficits DMG and its associated physician groups are responsible for, which could have a material adverse effect on DMG's business, results of operations, financial condition and cash flows.

Renegotiation, renewal or termination of capitation agreements with health plans could have a material adverse effect on DMG's business, results operations, financial condition and cash flows.

Under most of DMG's and its associated physician groups' capitation agreements with health plans, the health plan is generally permitted to modify the benefit and risk obligations and compensation rights from time to time during the terms of the agreements. If a health plan exercises its right to amend its benefit and risk obligations and compensation rights, DMG and its associated physician groups are generally allowed a period of time to object to such amendment. If DMG or its associated physician group so objects, under some of the risk agreements, the relevant health plan may terminate the applicable agreement upon 90 to 180 days written notice. If DMG or its associated physician groups enter into capitation contracts or other risk

sharing arrangements with unfavorable economic terms, or a capitation contract is amended to include unfavorable terms, DMG could, directly or indirectly through its contracts with its associated physician groups, suffer losses with respect to such contract. Since DMG does not negotiate with CMS or any health plan regarding the benefits to be provided under their Medicare Advantage plans, DMG often has just a few months to familiarize itself with each new annual package of benefits it is expected to offer. Depending on the health plan at issue and the amount of revenue associated with the health plan's risk agreement, the renegotiated terms or termination could have a material adverse effect on DMG's business, results of operations, financial condition and cash flows.

If DMG's agreements or arrangements with any physician equity holder(s) of associated physicians, physician groups or independent practice associations (IPAs) are deemed invalid under state law, including laws against the corporate practice of medicine, or federal law, or are terminated as a result of changes in state law, or if there is a change in accounting standards by the Financial Accounting Standards Board (FASB) or the interpretation thereof affecting consolidation of entities, it could have a material adverse effect on DMG's consolidation of total revenues derived from such associated physician groups.

DMG's financial statements are consolidated in accordance with applicable accounting standards and include the accounts of its majority-owned subsidiaries and certain non-owned DMG-associated and managed physician groups. Such consolidation for accounting and/or tax purposes does not, is not intended to, and should not be deemed to, imply or provide to DMG any control over the medical or clinical affairs of such physician groups. In the event of a change in accounting standards promulgated by FASB or in interpretation of its standards, or if there is an adverse determination by a regulatory agency or a court, or a change in state or federal law relating to the ability to maintain present agreements or arrangements with such physician groups, DMG may not be permitted to continue to consolidate the total revenues of such organizations. A change in accounting for consolidation with respect to DMG's present agreements or arrangements would diminish DMG's reported revenues but would not be expected to materially and adversely affect its reported results of operations, while regulatory or legal rulings or changes in law interfering with DMG's ability to maintain its present agreements or arrangements could materially diminish both revenues and results of operations.

If DHPC is not able to satisfy financial solvency or other regulatory requirements, we could become subject to sanctions and its license to do business in California could be limited, suspended or terminated, which could have a material adverse effect on DMG's business, results of operations, financial condition and cash flows.

Knox-Keene requires healthcare service plans operating in California to comply with financial solvency and other requirements overseen by the California Department of Managed HealthCare (DMHC). Under Knox-Keene, DHPC is required to, among other things:

- Maintain, at all times, a minimum tangible net equity (TNE);
- Submit periodic financial solvency reports to the DMHC containing various data regarding performance and financial solvency;
- Comply with extensive regulatory requirements; and
- Submit to periodic regulatory audits and reviews concerning DHPC operations and compliance with Knox-Keene.

In the event that DHPC is not in compliance with the provisions of Knox-Keene, we could be subject to sanctions, or limitations on, or suspension of its license to do business in California, which could have a material adverse effect on DMG's business, results of operations, financial condition and cash flows.

If DMG's associated physician group is not able to satisfy the California DMHC's financial solvency requirements, DMG's associated physician group could become subject to sanctions and DMG's ability to do business in California could be limited or terminated, which could have a material adverse effect on DMG's business, results of operations, financial condition and cash flows.

The California DMHC has instituted financial solvency regulations to monitor the financial solvency of capitated physician groups. Under these regulations, DMG's associated physician group is required to, among other things:

- Maintain, at all times, a minimum cash-to-claims ratio (where cash-to-claims ratio means the organization's cash, marketable securities and certain qualified receivables, divided by the organization's total unpaid claims liability). The regulation currently requires a cash-to-claims ratio of 0.75.

- Submit periodic reports to the California DMHC containing various data and attestations regarding performance and financial solvency, including incurred but not reported calculations and documentation, and attestations as to whether or not the organization was in compliance with Knox-Keene requirements related to claims payment timeliness, had maintained positive TNE (i.e., at least $1.00) and had maintained positive working capital (i.e., at least $1.00).

In the event that DMG's associated physician group is not in compliance with any of the above criteria, DMG's associated physician group could be subject to sanctions, or limitations on, or termination of, its ability to do business in California, which could have a material adverse effect on DMG's business, results of operations, financial condition and cash flows.

Reductions in Medicare Advantage health plan reimbursement rates stemming from healthcare reforms and any future related regulations could have a material adverse effect on DMG's business, results of operations, financial condition and cash flows.

A significant portion of DMG's revenue is directly or indirectly derived from the monthly premium payments paid by CMS to health plans for medical services provided to Medicare Advantage enrollees. As a result, DMG's results of operations are, in part, dependent on government funding levels for Medicare Advantage programs. Any changes that limit or reduce Medicare Advantage reimbursement levels, such as reductions in or limitations of reimbursement amounts or rates under programs, reductions in funding of programs, expansion of benefits without adequate funding, elimination of coverage for certain benefits, or elimination of coverage for certain individuals or treatments under programs, could have a material adverse effect on DMG's business, results of operations, financial condition and cash flows.

Each year, CMS issues a final rule to establish the Medicare Advantage benchmark payment rates for the following calendar year. Any reduction to Medicare Advantage rates impacting DMG that is greater compared to the industry average rate may have a material adverse effect on DMG's business, results of operations, financial condition and cash flows. The final impact of the Medicare Advantage rates can vary from any estimate we may have and may be further impacted by the relative growth of DMG's Medicare Advantage patient volumes across markets as well as by the benefit plan designs submitted. It is possible that we may underestimate the impact of the Medicare Advantage rates on our business, which could have a material adverse effect on DMG's business, results of operations, financial condition and cash flows.

Before DMG was reclassified as held for sale, we took impairment charges against the goodwill of several of our DMG reporting units based on continuing developments in our DMG business, including recent annual updates to Medicare Advantage benchmark reimbursement rates, changes in our expectations concerning future government reimbursement rates and our expected ability to mitigate them, medical cost and utilization trends, commercial pricing pressures, commercial membership rates, underperformance of certain at-risk reporting units and other market factors. Depending on the impact of continuing developments on the value of our DMG business, for example if DMG's fair value less the costs incurred in the sale of DMG falls below its carrying amount, we may need to recognize additional impairment charges on this business, and the amount of such charges, if any, could be significant. Our estimates of the fair value of this business rely on certain estimates and assumptions, including the terms and pricing agreed for the sale of this business, as well as applicable market multiples, discount and long-term growth rates, market data and future reimbursement rates, as applicable. Our estimates of the fair value of the DMG business could differ from the actual value that a market participant would pay for this business, and as a result, we may recognize valuation adjustments or record other related charges on our DMG business in the future. For example, in the third and fourth quarters of 2018, we recognized valuation adjustments with respect to DMG based on an updated assessment of fair value, which includes inputs such as the transaction itself, risks and timing, and performance of the business, and we recorded associated goodwill impairment charges in the fourth quarter of 2018. For additional information regarding the risks we face related to the pending sale of DMG, see the discussion in the risk factors under the heading "Risk factors related to the sale of DMG."

DMG's Medicare Advantage revenues may continue to be volatile in the future, which could have a material adverse impact on DMG's business, results of operations, financial condition and cash flows.

The ACA contains a number of provisions that negatively impact Medicare Advantage plans, each of which could have a material adverse effect on DMG's business, results of operations, financial condition and cash flows. These provisions include the following:

- Medicare Advantage benchmarks for 2011 were frozen at 2010 levels. From 2012 through 2016, Medicare Advantage benchmark rates were phased down from prior levels. The new benchmarks were fully phased-in in 2017 and range between 95% and 115% of the Medicare Fee-for-Service (Medicare FFS) costs, depending on a plan's geographic area. If our costs escalate faster than can be absorbed by the level of revenues implied by these benchmark rates, then it could have a material adverse effect on DMG's business and results of operations.

- Rebates received by Medicare Advantage plans that were reduced, with larger reductions for plans failing to receive certain quality ratings.

- The Secretary of the HHS has been granted the explicit authority to deny Medicare Advantage plan bids that propose significant increases in cost sharing or decreases in benefits. If the bids submitted by plans contracted with DMG are denied, this could have a material adverse effect on DMG's business and results of operations.

- Medicare Advantage plans with medical loss ratios below 85% are required to pay a rebate to the Secretary of HHS. The rebate amount is the total revenue under the contract year multiplied by the difference between 85% and the plan's actual medical loss ratio. The Secretary of HHS will halt enrollment in any plan failing to meet this ratio for three consecutive years, and terminate any plan failing to meet the ratio for five consecutive years. If a DMG-contracting Medicare Advantage plan experiences a limitation on enrollment or is otherwise terminated from the Medicare Advantage program, it could have a material adverse effect on DMG's business and results of operations.

- Prescription drug plans are required to provide coverage of certain drug categories on a list developed by the Secretary of HHS, which could increase the cost of providing care to Medicare Advantage enrollees, and thereby reduce DMG's revenues and earnings. The Medicare Part D premium amount subsidized for high-income beneficiaries has been reduced, which could lower the number of Medicare Advantage enrollees, which would have a negative impact on DMG's business and results of operations.

- CMS increased coding intensity adjustments for Medicare Advantage plans beginning in 2014 and continuing through 2019, which reduces CMS payments to Medicare Advantage plans, which in turn will likely reduce the amounts payable to DMG and its associated physicians, physician groups, and IPAs under its capitation agreements.

Recent legislative, judicial and executive efforts to enact further healthcare reform legislation have caused the future state of the exchanges, other ACA reforms, and many core aspects of the current U.S. health care system to be unclear. While specific changes and their timing are not yet apparent, enacted reforms and future legislative, regulatory, judicial, or executive changes could have a material adverse effect on DMG's business, results of operations, financial condition and cash flows.

There is also uncertainty regarding both Medicare Advantage payment rates and beneficiary enrollment, which, if reduced, would reduce DMG's overall revenues and net income. For example, although the Congressional Budget Office (CBO) predicted in 2010 that Medicare Advantage participation would drop substantially by 2020, the CBO has more recently predicted, without taking into account potential future reforms, that enrollment in Medicare Advantage (and other contracts covering Medicare Parts A and B) could reach 31 million by 2027. Although Medicare Advantage enrollment increased by approximately 5.6 million, or by 50%, between the enactment of the ACA in 2010 and 2015, there can be no assurance that this trend will continue. Further, fluctuation in Medicare Advantage payment rates are evidenced by CMS's annual announcement of the expected average change in revenue from the prior year: for 2018, CMS announced an average increase of 0.45%; and for 2019, 3.4%. Uncertainty over Medicare Advantage enrollment and payment rates present a continuing risk to DMG's business.

According to the Kaiser Family Foundation (KFF), Medicare Advantage enrollment continues to be highly concentrated among a few payors, both nationally and in local regions. In 2018, the KFF reported that three payors together accounted for more than half of Medicare Advantage enrollment and seven firms accounted for approximately 75% of the lives. Consolidation among Medicare Advantage plans in certain regions, or the Medicare program's failure to attract additional plans to participate in the Medicare Advantage program, could have a material adverse effect on DMG's business, results of operations, financial condition and cash flows.

DMG's operations are dependent on competing health plans and, at times, a health plan's and DMG's economic interests may diverge.

For the year ended December 31, 2018, 69% of DMG's consolidated capitated medical revenues were earned through contracts with three health plans.

DMG expects that, going forward, substantially all of its revenue will continue to be derived from its contracts with health plans. Each health plan may immediately terminate any of DMG's contracts and/or any individual credentialed physician upon the occurrence of certain events. They may also amend the material terms of the contracts under certain circumstances. Failure to maintain the contracts on favorable terms, for any reason, would materially and adversely affect DMG's results of operations, financial condition and cash flows. A material decline in the number of members could also have a material adverse effect on DMG's results of operations.

Notwithstanding each health plan's and DMG's current shared interest in providing service to DMG's members who are enrolled in the subject health plans, the health plans may have different and, at times, opposing economic interests from those of DMG. The health plans provide a wide range of health insurance services across a wide range of geographic regions, utilizing a vast network of providers. As a result, they and DMG may have different views regarding the proper pricing of services and/or the proper pricing of the various service providers in their provider networks, the cost of which DMG bears to the extent that the services of such service providers are utilized. These health plans may also have different views than DMG regarding the efforts and expenditures that they, DMG, and/or other service providers should make to achieve and/or maintain various quality ratings. In addition, several health plans have acquired or announced their intent to acquire provider organizations. If health plans with which DMG contracts acquire a significant number of provider organizations, they may not continue to contract with DMG or contract on less favorable terms or seek to prevent DMG from acquiring or entering into arrangements with certain providers. Similarly, as a result of changes in laws, regulations, consumer preferences, or other factors, the health plans may find it in their best interest to provide health insurance services pursuant to another payment or reimbursement structure. In the event DMG's interests diverge from the interests of the health plans, DMG may have limited recourse or alternative options in light of its dependence on these health plans. There can be no assurances that DMG will continue to find it mutually beneficial to work with these health plans. As a result of various restrictive provisions that appear in some of the managed care agreements with health plans, DMG may at times have limitations on its ability to cancel an agreement with a particular health plan and immediately thereafter contract with a competing health plan with respect to the same service area.

DMG and its associated physicians, physician groups and IPAs and other physicians may be required to continue providing services following termination of certain agreements with health plans.

There are circumstances under federal and state law pursuant to which DMG and its associated physician groups, IPAs and other physicians could be obligated to continue to provide medical services to DMG members in their care following a termination of their applicable risk agreement with health plans and termination of the receipt of payments thereunder. In certain cases, this obligation could require the physician group or IPA to provide care to such member following the bankruptcy or insolvency of a health plan. Accordingly, the obligations to provide medical services to DMG members (and the associated costs) may not terminate at the time the applicable agreement with the health plan terminates, and DMG may not be able to recover its cost of providing those services from the health plan, which could have a material adverse effect on DMG's business, results of operations, financial condition and cash flows.

DMG operates primarily in California, Florida, Nevada, New Mexico, Washington and Colorado and may not be able to successfully establish a presence in new geographic regions.

DMG derives substantially all of its revenue from operations in California, Florida, Nevada, New Mexico, Washington and Colorado (which we refer to as the Existing Geographic Regions). As a result, DMG's exposure to many of the risks described herein is not mitigated by a greater diversification of geographic focus. Furthermore, due to the concentration of DMG's operations in the Existing Geographic Regions, it may be adversely affected by economic conditions, natural disasters (such as earthquakes or hurricanes), or acts of war or terrorism that disproportionately affect the Existing Geographic Regions as compared to other states and geographic markets.

To expand the operations of its network outside of the Existing Geographic Regions, DMG must devote resources to identify and explore perceived opportunities. Thereafter, DMG must, among other things, recruit and retain qualified personnel, develop new offices, establish potential new relationships with one or more health plans, and establish new relationships with physicians and other healthcare providers. The ability to establish such new relationships may be significantly inhibited by competition for such relationships and personnel in the healthcare marketplace in the targeted new geographic regions. Additionally, DMG may face the risk that a substantial portion of the patients served in a new geographic area may be enrolled

in a Medicare FFS program and will not desire to transition to a Medicare Advantage program, such as those offered through the health plans that DMG serves, or they may enroll with other health plans with which DMG does not contract to receive services, which could reduce substantially DMG's perceived opportunity in such geographic area. In addition, if DMG were to seek to expand outside of the Existing Geographic Regions, DMG would be required to comply with laws and regulations of states that may differ from the ones in which it currently operates, and could face competitors with greater knowledge of such local markets. DMG anticipates that any geographic expansion may require it to make a substantial investment of management time, capital and/or other resources. There can be no assurance that DMG will be able to establish profitable operations or relationships in any new geographic markets.

Reductions in the quality ratings of the health plans DMG serves could have a material adverse effect on its business, results of operations, financial condition and cash flows.

As a result of the ACA, the level of reimbursement each health plan receives from CMS is dependent, in part, upon the quality rating of the Medicare plan. Such ratings impact the percentage of any cost savings rebate and any bonuses earned by such health plan. Since a significant portion of DMG's revenue is expected to be calculated as a percentage of CMS reimbursements received by these health plans with respect to DMG members, reductions in the quality ratings of a health plan that DMG serves could have a material adverse effect on its business, results of operations, financial condition and cash flows.

Given each health plan's control of its plans and the many other providers that serve such plans, DMG believes that it will have limited ability to influence the overall quality rating of any such plan. The BBA passed in February 2018 implements certain changes to prevent artificial inflation of star ratings for Medicare Advantage plans offered by the same organization. In addition, CMS has terminated plans that have had a rating of less than three stars for three consecutive years, whereas Medicare Advantage plans with five stars are permitted to conduct enrollment throughout almost the entire year. Because low quality ratings can potentially lead to the termination of a plan that DMG serves, DMG may not be able to prevent the potential termination of a contracting plan or a shift of patients to other plans based upon quality issues which could, in turn, have a material adverse effect on DMG's business, results of operations, financial condition and cash flows.

DMG's records and submissions to a health plan may contain inaccurate or unsupportable information regarding risk adjustment scores of members, which could cause DMG to overstate or understate its revenue and subject it to various penalties.

DMG, on behalf of itself and its associated physicians, physician groups and IPAs, submits to health plans claims and encounter data that support the Medicare Risk Adjustment Factor (RAF) scores attributable to members. These RAF scores determine, in part, the revenue to which the health plans and, in turn, DMG is entitled for the provision of medical care to such members. The data submitted to CMS by each health plan is based, in part, on medical charts and diagnosis codes prepared and submitted by DMG. Each health plan generally relies on DMG and its employed or affiliated physicians to appropriately document and support such RAF data in DMG's medical records. Each health plan also relies on DMG and its employed or affiliated physicians to appropriately code claims for medical services provided to members. Erroneous claims and erroneous encounter records and submissions could result in inaccurate PMPM fee revenue and risk adjustment payments, which may be subject to correction or retroactive adjustment in later periods. This corrected or adjusted information may be reflected in financial statements for periods subsequent to the period in which the revenue was recorded. DMG might also need to refund a portion of the revenue that it received, which refund, depending on its magnitude, could damage its relationship with the applicable health plan and could have a material adverse effect on DMG's business, results of operations, financial condition and cash flows.

In September 2018, we entered into a settlement agreement with the DOJ and OIG to resolve matters related to our and our subsidiaries' (including DMG and its subsidiary JSA) provision of services to Medicare Advantage plans and related patient diagnosis coding and risk adjustment submissions and payments. See Note 17 to the consolidated financial statements included in this report for further details and discussions of legal proceedings elsewhere in these Risk Factors.

Additionally, CMS audits Medicare Advantage plans for documentation to support RAF-related payments for members chosen at random. The Medicare Advantage plans ask providers to submit the underlying documentation for members that they serve. It is possible that claims associated with members with higher RAF scores could be subject to more scrutiny in a CMS or plan audit. There is a possibility that a Medicare Advantage plan may seek repayment from DMG should CMS make any payment adjustments to the Medicare Advantage plan as a result of its audits. The plans also may hold DMG liable for any penalties owed to CMS for inaccurate or unsupportable RAF scores provided by DMG. In addition, DMG could be liable for penalties to the government under the FCA that range from $5,500 to $11,000 (adjusted for inflation) for each false claim, plus up to three times the amount of damages caused by each false claim, which can be as much as the amounts received directly or indirectly from the government for each such false claim. On January 29, 2018, the DOJ issued a final rule announcing

adjustments to FCA penalties, under which the per claim penalty range increases to a range from $11,181 to $22,363 for penalties assessed after January 29, 2018, so long as the underlying conduct occurred after November 2, 2015.

CMS has indicated that payment adjustments will not be limited to RAF scores for the specific Medicare Advantage enrollees for which errors are found but may also be extrapolated to the entire Medicare Advantage plan subject to a particular CMS contract. CMS has described its audit process as plan-year specific and stated that it will not extrapolate audit results for plan years prior to 2011. Because CMS has not stated otherwise, there is a risk that payment adjustments made as a result of one plan year's audit would be extrapolated to prior plan years after 2011.

There can be no assurance that a health plan will not be randomly selected or targeted for review by CMS or that the outcome of such a review will not result in a material adjustment in DMG's revenue and profitability, even if the information DMG submitted to the plan is accurate and supportable.

A failure to accurately estimate incurred but not reported medical expense could adversely affect DMG's results of operations.

Patient care costs include estimates of future medical claims that have been incurred by the patient but for which the provider has not yet billed DMG. These claim estimates are made utilizing actuarial methods and are continually evaluated and adjusted by management, based upon DMG's historical claims experience and other factors, including an independent assessment by a nationally recognized actuarial firm. Adjustments, if necessary, are made to medical claims expense and capitated revenues when the assumptions used to determine DMG's claims liability change and when actual claim costs are ultimately determined.

Due to the inherent uncertainties associated with the factors used in these estimates and changes in the patterns and rates of medical utilization, materially different amounts could be reported in DMG's financial statements for a particular period under different conditions or using different, but still reasonable, assumptions. It is possible that DMG's estimates of this type of claim may be inadequate in the future. In such event, DMG's results of operations could be adversely impacted. Further, the inability to estimate these claims accurately may also affect DMG's ability to take timely corrective actions, further exacerbating the extent of any adverse effect on DMG's results of operations.

DMG faces certain competitive threats which could reduce DMG's profitability and increase competition for patients.

DMG faces certain competitive threats based on certain features of the Medicare programs, including the following:

- As a result of the direct and indirect impacts of the ACA, many Medicare beneficiaries may decide that an original Medicare FFS program is more attractive than a Medicare Advantage plan. As a result, enrollment in the health plans DMG serves may decrease.
- Managed care companies offer alternative products such as regional preferred provider organizations (PPOs) and private FFS plans. Medicare PPOs and private FFS plans allow their patients more flexibility in selecting physicians than Medicare Advantage health plans, which typically require patients to coordinate care with a primary care physician. The Medicare Prescription Drug, Improvement, and Modernization Act of 2003 has encouraged the creation of regional PPOs through various incentives, including certain risk corridors, or cost reimbursement provisions, a stabilization fund for incentive payments, and special payments to hospitals not otherwise contracted with a Medicare Advantage plan that treat regional plan enrollees. The formation of regional Medicare PPOs and private FFS plans may affect DMG's relative attractiveness to existing and potential Medicare patients in their service areas.
- The payments for the local and regional Medicare Advantage plans are based on a competitive bidding process that may indirectly cause a decrease in the amount of the PMPM fee or result in an increase in benefits offered.
- The annual enrollment process and subsequent lock-in provisions of the ACA may adversely affect DMG's level of revenue growth as it will limit the ability of a health plan to market to and enroll new Medicare beneficiaries in its established service areas outside of the annual enrollment period.
- CMS allows Medicare beneficiaries who are enrolled in a Medicare Advantage plan with a quality rating of 4.5 stars or less to enroll in a 5-star rated Medicare Advantage plan at any time during the benefit year. Therefore, DMG may face a competitive disadvantage in recruiting and retaining Medicare beneficiaries.

In addition to the competitive threats intrinsic to the Medicare programs, competition among health plans and among healthcare providers may also have a negative impact on DMG's profitability. For example, due to the large population of

Medicare beneficiaries, DMG's Existing Geographic Regions have become increasingly attractive to health plans that may compete with DMG. DMG may not be able to continue to compete profitably in the healthcare industry if additional competitors enter the same market. If DMG cannot compete profitably, the ability of DMG to compete with other service providers that contract with competing health plans may be substantially impaired. Furthermore, if DMG is unable to obtain new members or experiences a loss of existing members to competitors during the open enrollment period for Medicare it could have a material adverse effect on DMG's business, results of operations, financial condition and cash flows.

DMG competes directly with various regional and local companies that provide similar services in DMG's Existing Geographic Regions. DMG's competitors vary in size and scope and in terms of products and services offered. DMG believes that some of its competitors and potential competitors may be significantly larger than DMG and have greater financial, sales, marketing and other resources. Furthermore, it is DMG's belief that some of its competitors may make strategic acquisitions or establish cooperative relationships among themselves.

A disruption in DMG's healthcare provider networks could have a material adverse effect on DMG's operations and profitability.

In any particular service area, healthcare providers or provider networks could refuse to contract with DMG, demand higher payments, or take other actions that could result in higher healthcare costs, disruption of benefits to DMG's members, or difficulty in meeting applicable regulatory or accreditation requirements. In some service areas, healthcare providers or provider networks may have significant market positions. If healthcare providers or provider networks refuse to contract with DMG, use their market position to negotiate favorable contracts, or place DMG at a competitive disadvantage, then DMG's ability to market or to be profitable in those service areas could be adversely affected. DMG's provider networks could also be disrupted by the financial insolvency of a large provider group. Any disruption in DMG's provider networks could result in a loss of members or higher healthcare costs.

DMG's revenues and profits could be diminished if DMG fails to retain and attract the services of key primary care physicians.

Key primary care physicians with large patient enrollment could retire, become disabled, terminate their provider contracts, get lured away by a competing independent physician association or medical group, or otherwise become unable or unwilling to continue practicing medicine or continue contracting with DMG or its associated physicians, physician groups or IPAs. In addition, DMG's associated physicians, physician groups and IPAs could view the business model as unfavorable or unattractive to such providers, which could cause such associated physicians, physician groups or IPAs to terminate their relationships with DMG. Moreover, given limitations relating to the enforcement of post-termination noncompetition covenants in California, it would be difficult to restrict a primary care physician from competing with DMG's associated physicians, physician groups or IPAs. As a result, members who have been served by such physicians could choose to enroll with competitors' physician organizations or could seek medical care elsewhere, which could reduce DMG's revenues and profits. Moreover, DMG may not be able to attract new physicians to replace the services of terminating physicians or to service its growing membership.

Participation in ACO programs is subject to federal regulation, supervision, and evolving regulatory developments that may result in financial liability.

The ACA established the Medicare Shared Savings Program (MSSP) for ACOs, which took effect in January 2012. Under the MSSP, eligible organizations are accountable for the quality, cost and overall care of Medicare beneficiaries assigned to an ACO and may be eligible to share in any savings below a specified benchmark amount. The Secretary of HHS is also authorized, but not required, to use capitation payment models with ACOs. CMS has also implemented the Next Generation ACO model, which allows the ACO to assume higher levels of financial risk and reward than under the MSSP program. DMG has formed an MSSP ACO through a subsidiary in New Mexico and a Next Generation ACO (previously an MSSP ACO) through a subsidiary in California, and is evaluating whether to participate in more ACOs in the future. The continued development and expansion of ACOs, and potential changes to the participation requirements in ACOs, will have an uncertain impact on DMG's revenue and profitability. DaVita Kidney Care is also participating as a dialysis provider in Arizona, Florida, New Jersey, and Pennsylvania for the Innovation Center's CEC Model. Further, in December 2018, CMS issued a final rule for the MSSP, which among other things, requires ACOs to accept a two-sided risk model (as opposed to a one-sided model), wherein ACOs need to share in the financial risk of their patients' healthcare spending (*i.e.*, shared losses) in addition to shared savings. This rule could negatively impact the revenue and profitability of DMG's MSSP ACO.

The ACO programs are relatively new and therefore operational and regulatory guidance is limited. It is possible that the operations of DMG's subsidiary ACOs may not fully comply with current or future regulations and guidelines applicable to ACOs, may not achieve quality targets or cost savings, or may not attract or retain sufficient physicians or patients to allow

DMG to meet its objectives. Additionally, poor performance could put the DMG ACOs at financial risk with a potential obligation to CMS. Traditionally, other than fee-for-service billing by the medical clinics and healthcare facilities offered by DMG, DMG has not directly contracted with CMS and has not operated any health plans or provider sponsored networks. Therefore, DMG may not have the necessary experience, systems or compliance to successfully achieve a positive return on its investment in the ACOs or to avoid financial or regulatory liability. DMG believes that its historical experience with fully delegated managed care will be applicable to operation of its subsidiary ACOs, but there can be no such assurance.

California hospitals may terminate their agreements with HealthCare Partners Affiliates Medical Group and DaVita Health Plan of California, Inc. (formerly HealthCare Partners Plan, Inc., and, together with HealthCare Partners Affiliates Medical Group (AMG)) or reduce the fees they pay to DMG.

In California, AMG maintains significant hospital arrangements designed to facilitate the provision of coordinated hospital care with those services provided to members by AMG and its associated physicians, physician groups and IPAs. Through contractual arrangements with certain key hospitals, AMG provides utilization review, quality assurance and other management services related to the provision of patient care services to members by the contracted hospitals and downstream hospital contractors. In the event that any one of these key hospital agreements is amended in a financially unfavorable manner or is otherwise terminated, such events could have a significant adverse effect on DMG's business, results of operations, financial condition and cash flows.

DMG's professional liability and other insurance coverage may not be adequate to cover DMG's potential liabilities.

DMG maintains primary professional liability insurance and other insurance coverage through California Medical Group Insurance Company, Risk Retention Group, an Arizona corporation in which DMG is the majority owner, and through excess coverage contracted through third-party insurers. DMG believes such insurance is adequate based on its review of what it believes to be all applicable factors, including industry standards. Nonetheless, potential liabilities may not be covered by insurance, insurers may dispute coverage or may be unable to meet their obligations, the amount of insurance coverage and/or related reserves may be inadequate, or the amount of any DMG self-insured retention may be substantial. There can be no assurances that DMG will be able to obtain insurance coverage in the future, or that insurance will continue to be available on a cost-effective basis, if at all. Moreover, even if claims brought against DMG are unsuccessful or without merit, DMG would have to defend itself against such claims. The defense of any such actions may be time-consuming and costly and may distract DMG management's attention. As a result, DMG may incur significant expenses and may be unable to effectively operate its business.

Changes in the rates or methods of third-party reimbursements may materially adversely affect DMG's business, results of operations, financial condition and cash flows.

Any negative changes in governmental capitation or FFS rates or methods of reimbursement for the services DMG provides could have a material adverse effect on DMG's business, results of operations, financial condition and cash flows. Since governmental healthcare programs generally reimburse on a fee schedule basis rather than on a charge-related basis, DMG generally cannot increase its revenues from these programs by increasing the amount it charges for its services. Moreover, if DMG's costs increase, DMG may not be able to recover its increased costs from these programs. Government and private payors have taken and may continue to take steps to control the cost, eligibility for, use, and delivery of healthcare services due to budgetary constraints, and cost containment pressures as well as other financial issues. DMG believes that these trends in cost containment will continue. These cost containment measures, and other market changes in non-governmental insurance plans have generally restricted DMG's ability to recover, or shift to non-governmental payors, any increased costs that DMG experiences. DMG's business, results of operations, financial condition and cash flows may be materially adversely affected by these cost containment measures, and other market changes.

DMG's business model depends on numerous complex management information systems and any failure to successfully maintain these systems or implement new systems could materially harm DMG's operations and result in potential violations of healthcare laws and regulations.

DMG depends on a complex, specialized, and integrated management information system and standardized procedures for operational and financial information, as well as for DMG's billing operations. DMG may experience unanticipated delays, complications or expenses in implementing, integrating, and operating these integrated systems. Moreover, DMG may be unable to enhance its existing management information system or implement new management information systems where necessary. DMG's management information system may require modifications, improvements or replacements that may require both substantial expenditures as well as interruptions in operations. DMG's ability to implement and operate its integrated systems is subject to the availability of information technology and skilled personnel to assist DMG in creating and maintaining these systems.

DMG's failure to successfully implement and maintain all of its systems could have a material adverse effect on its business, results of operations, financial condition and cash flows. For example, DMG's failure to successfully operate its billing systems could lead to potential violations of healthcare laws and regulations. If DMG is unable to handle its claims volume, or if DMG is unable to pay claims timely, DMG may become subject to a health plan's corrective action plan or de-delegation until the problem is corrected, and/or termination of the health plan's agreement with DMG. This could have a material adverse effect on DMG's operations and profitability. In addition, if DMG's claims processing system is unable to process claims accurately, the data DMG uses for its incurred but not reported estimates could be incomplete and DMG's ability to accurately estimate claims liabilities and establish adequate reserves could be adversely affected. Finally, if DMG's management information systems are unable to function in compliance with applicable state or federal rules and regulations, including medical information confidentiality laws such as HIPAA, possible penalties and fines due to this lack of compliance could have a material adverse effect on DMG's results of operations, financial condition and cash flows.

DMG may be impacted by eligibility changes to government and private insurance programs.

Due to potential decreased availability of healthcare through private employers, the number of patients who are uninsured or participate in governmental programs may increase. The ACA has increased the participation of individuals in the Medicaid program in states that elected to participate in the expanded Medicaid coverage. A shift in payor mix from managed care and other private payors to government payors as well as an increase in the number of uninsured patients may result in a reduction in the rates of reimbursement to DMG or an increase in uncollectible receivables or uncompensated care, with a corresponding decrease in net revenue. Changes in the eligibility requirements for governmental programs such as the Medicaid program under the ACA and state decisions on whether to participate in the expansion of such programs also could increase the number of patients who participate in such programs and the number of uninsured patients. Even for those patients who remain in private insurance plans, changes to those plans could increase patient financial responsibility, resulting in a greater risk of uncollectible receivables. These factors and events could have a material adverse effect on DMG's business, results of operations, financial condition and cash flows.

Negative publicity regarding the managed healthcare industry generally or DMG in particular could adversely affect DMG's results of operations or business.

Negative publicity regarding the managed healthcare industry generally, the Medicare Advantage program or DMG in particular, may result in increased regulation and legislative review of industry practices that further increase DMG's costs of doing business and adversely affect DMG's results of operations or business by:

- requiring DMG to change its products and services;
- increasing the regulatory, including compliance, burdens under which DMG operates, which, in turn, may negatively impact the manner in which DMG provides services and increase DMG's costs of providing services;
- adversely affecting DMG's ability to market its products or services through the imposition of further regulatory restrictions regarding the manner in which plans and providers market to Medicare Advantage enrollees; or
- adversely affecting DMG's ability to attract and retain members.

Risk factors related to ownership of our common stock:

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

Our charter documents include provisions that may deter hostile takeovers, delay or prevent changes of control or changes in our management, or limit the ability of our stockholders to approve transactions that they may otherwise determine to be in their best interests. These include provisions prohibiting our stockholders from acting by written consent; requiring 90 days advance notice of stockholder proposals or nominations to our Board of Directors (or 120 days for nominations made using proxy access); and granting our Board of Directors the authority to issue preferred stock and to determine the rights and preferences of the preferred stock without the need for further stockholder approval.

Most of our outstanding employee stock-based compensation awards include a provision accelerating the vesting of the awards in the event of a change of control. We also maintain a change of control protection program for our employees who do not have a significant number of stock awards, which has been in place since 2001, and which provides for cash bonuses to the employees in the event of a change of control. Based on the market price of our common stock and shares outstanding on December 31, 2018, these cash bonuses under the program would total approximately $337 million if a change of control

transaction occurred at that price and our Board of Directors did not modify this program. These and any other change of control provisions may affect the price an acquirer would be willing to pay for our Company.

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

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

Item 1B. Unresolved Staff Comments.

None.

Item 2. Properties.

Our corporate headquarters are located in Denver, Colorado, consisting of one owned 240,000 square foot building and one leased location consisting of 345,900 square feet. Our headquarters are occupied by teammates engaged in management, finance, marketing, strategy, legal, compliance and other administrative functions. We lease seven business offices located in California, Colorado, Pennsylvania, Tennessee and Washington for our U.S. dialysis services business. For our DMG business we lease 11 business offices located in California, Colorado, Nevada, New Mexico, Florida and Washington. Our laboratory is based in Florida where we operate our lab services out of one leased building. We also own four administrative offices in the U.S. and lease administrative offices worldwide. Our leases on the properties listed above expire at various dates through the year 2037 for Kidney Care and through the year 2033 for DMG.

For our U.S. dialysis and related lab services business we own the land and buildings for 12 of our outpatient dialysis centers. We also own 15 separate land and buildings and 15 land parcels for development. We lease a total of four owned properties to third-party tenants. Our remaining outpatient dialysis centers are located on premises that we lease.

For DMG, we own the land and buildings for 16 of our clinics. We also own one separate land parcel. Our remaining clinics are located on premises that we lease.

The majority of our leases for our U.S. dialysis and related lab services and for DMG cover periods from five years to 15 years and typically contain renewal options of five to ten years at the fair rental value at the time of renewal. Our leases are generally subject to periodic consumer price index increases, or contain fixed escalation clauses. Our outpatient dialysis centers range in size from approximately 900 to 33,000 square feet, with an average size of approximately 7,800 square feet. DMG's clinics range in size from approximately 1,000 to 192,000 square feet, with an average size of approximately 10,400 square feet. Our international leases generally range from one to ten years.

Some of our outpatient dialysis centers are operating at or near capacity. However, we believe that we have adequate capacity within most of our existing dialysis centers to accommodate additional patient volume through increased hours and/or days of operation, or, if additional space is available within an existing facility, by adding dialysis stations. We can usually relocate existing centers to larger facilities or open new centers if existing centers reach capacity. With respect to relocating centers or building new centers, we believe that we can generally lease space at economically reasonable rates in the areas planned for each of these centers, although there can be no assurances in this regard. Expansion of existing centers or relocation of our dialysis centers is subject to review for compliance with conditions relating to participation in the Medicare ESRD program. In states that require a certificate of need or center license, additional approvals would generally be necessary for expansion or relocation.

Item 3. Legal Proceedings.

The information required by this Part I, Item 3 is incorporated herein by reference to the information set forth under the caption "Contingencies" in Note 17 to the consolidated financial statements included in this report.

Item 4. Mine Safety Disclosures.

Not applicable.

PART II

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

Our common stock is traded on the New York Stock Exchange under the symbol DVA. The closing price of our common stock on January 31, 2019 was $56.13 per share. According to Computershare, our registrar and transfer agent, as of January 31, 2019, there were 8,843 holders of record of our common stock. We have not declared or paid cash dividends to holders of our common stock since 1994. We have no current plans to pay cash dividends and we are restricted from paying dividends under the terms of our senior secured credit facilities and the indentures governing our senior notes. See "Liquidity and capital resources" under "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" and the notes to the consolidated financial statements.

Stock Repurchases

We repurchased a total of 16,844,067 shares for $1,154 million, or an average price of $68.48, during the year ended December 31, 2018. No repurchases were made during the fourth quarter of 2018.

The following tables summarizes our repurchases of our common stock during 2018:

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (in millions)
January 1 - March 31, 2018	4,197,304	$ 71.09	4,197,304	$ 820.7
April 1 - June 30, 2018	7,797,712	$ 65.60	7,797,712	$ 309.2
July 1 - September 30, 2018	4,849,051	$ 70.86	4,849,051	$ 1,355.6
October 1 - December 31, 2018	—	$ —	—	$ 1,355.6
Total	16,844,067	$ 68.48	16,844,067	

On July 11, 2018 our Board of Directors approved an additional share repurchase authorization in the amount of $1,390 million. This share repurchase authorization was in addition to the $110 million remaining at that time under our Board of Directors' prior share repurchase authorization approved in October 2017. We are authorized to make purchases from time to time in the open market or in privately negotiated transactions, including without limitations, through accelerated share repurchase transactions, derivative transactions, tender offers, Rule 10b5-1 plans or any combination of the foregoing, depending upon market conditions and other considerations.

During the quarter ended December 31, 2018, we did not repurchase any shares of our common stock. As of February 22, 2019, we have a total of $1,356 million remaining in Board authorizations available for share repurchases under our repurchase programs. Although these share repurchase authorizations have no expiration dates, we are subject to share repurchase limitations under the terms of our senior secured credit facilities and the indentures governing our senior notes.

Item 6. Selected Financial Data.

The following financial and operating data should be read in conjunction with "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements filed as part of this report. The following table presents selected consolidated financial and operating data for the periods indicated.

	Year ended December 31,				
	2018	2017	2016	2015	2014
	(in thousands, except share data)				
Income statement data:					
Net revenues[1]	$ 11,404,851	$ 10,876,634	$ 10,707,467	$ 9,982,245	$ 9,312,049
Operating expenses and charges[2]	9,879,027	9,063,879	8,677,757	8,845,479	7,711,891
Operating income	1,525,824	1,812,755	2,029,710	1,136,766	1,600,158
Debt expense	(487,435)	(430,634)	(414,116)	(408,380)	(410,223)
Debt refinancing and redemption charges	—	—	—	(48,072)	(97,548)
Other income, net	10,089	17,665	7,511	8,073	1,935
Income from continuing operations before income taxes	1,048,478	1,399,786	1,623,105	688,387	1,094,322
Income tax expense[3]	258,400	323,859	431,761	207,510	366,894
Net income from continuing operations	790,078	1,075,927	1,191,344	480,877	727,428
Net (loss) income from discontinued operations, net of tax[4]	(457,038)	(245,372)	(158,262)	(53,467)	135,902
Net income	333,040	830,555	1,033,082	427,410	863,330
Less: Net income attributable to noncontrolling interests	(173,646)	(166,937)	(153,208)	(157,678)	(140,216)
Net income attributable to DaVita Inc.	$ 159,394	$ 663,618	$ 879,874	$ 269,732	$ 723,114
Basic income from continuing operations per share attributable to DaVita Inc.[5]	$ 3.66	$ 4.78	$ 5.12	$ 1.53	$ 2.77
Diluted income from continuing operations per share attributable to DaVita Inc.[5]	$ 3.62	$ 4.71	$ 5.04	$ 1.49	$ 2.71
Weighted average shares outstanding:[5]					
Basic	170,785,999	188,625,559	201,641,173	211,867,714	212,301,827
Diluted	172,364,581	191,348,533	204,904,656	216,251,807	216,927,681
Balance sheet data:					
Working capital[6]	$ 3,532,998	$ 5,703,181	$ 1,283,784	$ 2,104,143	$ 1,547,518
Total assets[6]	$ 19,110,252	$ 18,974,536	$ 18,755,776	$ 18,524,224	$ 17,624,137
Long-term debt[6]	$ 8,172,847	$ 9,158,018	$ 8,944,676	$ 12,972,282	$ 8,298,624
Total DaVita Inc. shareholders' equity[5]	$ 3,703,442	$ 4,690,029	$ 4,648,047	$ 4,870,781	$ 5,170,513

(1) On January 1, 2018, we adopted *Revenue from Contracts with Customers* (Topic 606) using the cumulative effect method for those contracts that were not substantially completed as of January 1, 2018. Results related to performance obligations satisfied beginning on and after January 1, 2018 are presented under Topic 606, while results related to the satisfaction of performance obligations in prior periods continue to be reported in accordance with our historical accounting under *Revenue Recognition* (Topic 605). See Notes 1 and 2 of the consolidated financial statements for disclosure on our adoption of Topic 606.

(2) Operating expenses and charges in 2018 included a net gain on changes in ownership interests of $60,603; other asset impairment charges of $17,338 and restructuring charges of $11,366 related to our pharmacy business; an equity investment loss due to the sale of India in our APAC JV of $8,715; an equity investment loss related to impairments at our APAC JV of $7,525; and a goodwill impairment charge of $3,106. Operating expenses and charges for 2017 included goodwill impairment charges of $34,696 related to our vascular access reporting unit; an equity investment loss of $6,293 for goodwill impairments at our APAC JV; an impairment of $280,066 on our investment in the APAC JV; an asset impairment of $15,168 related to the restructuring of our pharmacy business; restructuring charges in our international business of $2,700; a net gain on settlement of $529,504; and a gain adjustment on the 2016 ownership change of our APAC JV of $6,273. Operating expenses and charges in 2016 included goodwill impairment charges of $28,415 related to our vascular access reporting unit; an impairment of an investment of $14,993; an estimated gain on the ownership change of our APAC JV of $374,374; and estimated accruals for certain legal matters of $15,770. Operating expenses and charges for 2015 included a settlement charge of $495,000 related to a private civil suit; goodwill impairment charges of $4,066 related to our international business; and an estimated accrual for certain legal matters of $22,530. Operating expenses and charges in 2014 included an additional $17,000 loss contingency accrual related to the settlement of the 2010 and 2011 U.S. Attorney physician relationship investigations.

(3) Tax expense for 2017 included a net tax benefit of $251,510 related to U.S. tax legislation passed in December 2017.

(4) In December 2017, we entered into an equity purchase agreement to sell our DMG division to Collaborative Care Holdings, LLC (Optum), a subsidiary of UnitedHealth Group Inc. As a result of this pending transaction, the DMG business has been classified as held for sale and its results of operations are reported as net (loss) income from discontinued operations, net of tax for all periods presented. Net (loss) income from discontinued operations, net of tax, in 2018 included a $468,005 charge on our DMG business which included a $316,840 valuation adjustment, a $41,537 goodwill impairment charge and $109,628 in related tax expense on this held for sale business based on an updated assessment of fair value, as well as a gain on changes in ownership interests of $25,096. Net (loss) income from discontinued operations, net of tax, in 2017 includes estimated goodwill impairment charges of $651,659 related to certain DMG reporting units, a net tax benefit of $163,555 due to a remeasurement of deferred taxes resulting from DMG's reclassification to held for sale; a non-cash gain associated with our Magan acquisition of $17,129; restructuring charges of $9,569; and a reduction in estimated accruals for legal matters of $14,700. Net (loss) income from discontinued operations, net of tax, in 2016 included goodwill impairment charges of $253,000 related to certain DMG reporting units; a gain related to the partial sale of our interest in Tandigm of $40,280; a loss on the DMG Arizona sale of $10,489; an adjustment to reduce receivables associated with the DMG acquisition escrow provision relating to income tax items of $30,934; and estimated accruals for legal matters of $16,000. Net (loss) income from discontinued operations, net of tax, in 2015 included estimated goodwill and other intangible asset impairment charges of $206,169 related to certain DMG reporting units.

(5) Share repurchases consisted of 16,844,067 shares of common stock for $1,153,511 in 2018, 12,966,672 shares of common stock for $810,949 in 2017, 16,649,090 shares of common stock for $1,072,377 in 2016, and 7,779,958 shares of common stock for $575,380 in 2015. No repurchases of common stock were made in 2014. Shares issued in connection with stock awards were 371,347 in 2018, 514,091 in 2017, 1,011,328 in 2016, 1,479,217 in 2015, and 2,179,766 in 2014.

(6) In 2015, we retrospectively adopted ASU 2015-03 related to simplification of debt issuance costs as well as ASU 2015-17 related to classification of deferred taxes. All periods prior to 2015 have been recast to conform to the revised presentation.

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

Forward-looking statements

This Annual Report on Form 10-K, including this Management's Discussion and Analysis of Financial Condition and Results of Operations, contains statements that are forward-looking statements within the meaning of the federal securities laws. All statements that do not concern historical facts are forward-looking statements and include, among other things, statements about our expectations, beliefs, intentions and/or strategies for the future. These forward-looking statements may include statements regarding our future operations, financial condition and prospects, such as expectations for treatment growth rates, revenue per treatment, expense growth, levels of the provision for uncollectible accounts receivable, operating income, cash flow, operating cash flow, earnings per share, estimated tax rates, estimated charges and accruals, capital expenditures, the development of new dialysis centers and dialysis center acquisitions, government and commercial payment rates, revenue estimating risk, the impact of our level of indebtedness on our financial performance, our stock repurchase program, our advocacy costs, and the pending DMG sale transaction. These statements involve substantial known and unknown risks and uncertainties that could cause our actual results to differ materially from those described in the forward-looking statements, including risks resulting from the concentration of profits generated by higher-paying commercial payor plans for which there is continued downward pressure on average realized payment rates, and a reduction in the number of patients under such plans, including as a result of restrictions or prohibitions on the use and/or availability of charitable premium assistance, which may result in the loss of revenues or patients, or our making incorrect assumptions about how our patients will respond to any change in financial assistance from charitable organizations; the extent to which the ongoing implementation of healthcare exchanges or changes in or new legislation, regulations or guidance, or enforcement thereof, including among other things those regarding the exchanges, results in a reduction in reimbursement rates for our services from and/or the number of patients enrolled in higher-paying commercial plans; a reduction in government payment rates under the Medicare End Stage Renal Disease program or other government-based programs; the impact of the Medicare Advantage benchmark structure; risks arising from potential and proposed federal and/or state legislation, regulation or ballot or other initiatives, including healthcare-related and labor-related legislation, regulation or ballot or other initiatives; the impact of the changing political environment and related developments on the current health care marketplace and on our business, including with respect to the future of the Affordable Care Act, the exchanges and many other core aspects of the current health care marketplace; uncertainties related to the impact of federal tax reform legislation; changes in pharmaceutical practice patterns, reimbursement and payment policies and processes, or pharmaceutical pricing, including with respect to calcimimetics; legal compliance risks, such as our continued compliance with complex government regulations and the provisions of our current Corporate Integrity Agreement (CIA) and current or potential investigations by various government entities and related government or private party proceedings, and restrictions on our business and operations required by our CIA and other current or potential settlement terms and the financial impact thereof and our ability to recover any losses related to such legal matters from third parties; continued increased competition from dialysis providers and others, and other potential marketplace changes; our ability to reduce administrative expenses while maintaining targeted levels of service and operating performance, including our ability to achieve anticipated savings from our recent restructurings; our ability to maintain contracts with physician medical directors, changing affiliation models for physicians, and the emergence of new models of care introduced by the government or private sector that may erode our patient base and reimbursement rates, such as accountable care organizations (ACOs), independent practice associations (IPAs) and integrated delivery systems; our ability to complete acquisitions, mergers or dispositions that we might announce or be considering, on terms favorable to us or at all, or to integrate and successfully operate any business we may acquire or have acquired, or to successfully expand our operations and services in markets outside the United States, or to businesses outside of dialysis; noncompliance by us or our business associates with any privacy laws or any security breach by us or a third party involving the misappropriation, loss or other unauthorized use or disclosure of confidential information; the variability of our cash flows; the risk that we may not be able to generate sufficient cash in the future to service our indebtedness or to fund our other liquidity needs, and the risk that we may not be able to refinance our indebtedness as it becomes due, on terms favorable to us or at all; factors that may impact our ability to repurchase stock under our stock repurchase program and the timing of any such stock repurchases, including market conditions, the price of our common stock, our cash flow position, borrowing capacity and leverage ratios, and legal, regulatory and contractual requirements; the risk that we might invest material amounts of capital and incur significant costs in connection with the growth and development of our international operations, yet we might not be able to consistently operate them profitably anytime soon, if at all; risks arising from the use of accounting estimates, judgments and interpretations in our financial statements; impairment of our goodwill, investments or other assets; the risks and uncertainties associated with the timing, conditions and receipt of regulatory approvals and satisfaction of other closing conditions of the DMG sale transaction and continued disruption in connection with the DMG sale transaction making it more difficult to maintain business and operational relationships; risks and uncertainties related to our ability to complete the DMG sale transaction on the timetable expected, and on the terms set forth in the equity purchase agreement or at all; uncertainties related to our liquidity following the close of the DMG sale transaction and our planned subsequent entry into new external financing arrangements, which may be less than we anticipate; uncertainties related to our use of the proceeds from the DMG sale transaction and other available

funds, including external financing and cash flow from operations, which may be used in ways that may not improve our results of operations or enhance the value of our common stock; risks related to certain contractual restrictions on the conduct of DMG's business while the DMG sale transaction is pending; the risk that we may recognize additional valuation adjustments or goodwill impairment related to DMG; the risk that laws regulating the corporate practice of medicine could restrict the manner in which DMG conducts its business; the risk that the cost of providing services under DMG's agreements may exceed our compensation; the risk that any reductions in reimbursement rates, including Medicare Advantage rates, and future regulations may negatively impact DMG's business, revenue and profitability; the risk that DMG may not be able to successfully establish a presence in new geographic regions or successfully address competitive threats that could reduce its profitability; the risk that a disruption in DMG's healthcare provider networks could have an adverse effect on DMG's business operations and profitability; the risk that reductions in the quality ratings of health plans DMG serves or healthcare services that DMG provides could have an adverse effect on DMG's business; the risk that health plans that acquire health maintenance organizations may not be willing to contract with DMG or may be willing to contract only on less favorable terms; and the other risk factors set forth in Part I, Item 1A. of this Annual Report on Form 10-K. We base our forward-looking statements on information currently available to us, and we undertake no obligation to update or revise any forward-looking statements, whether as a result of changes in underlying factors, new information, future events or otherwise.

The following should be read in conjunction with our consolidated financial statements.

Company overview

The Company consists of two major divisions, DaVita Kidney Care (Kidney Care) and DaVita Medical Group (DMG). Kidney Care is comprised of our U.S. dialysis and related lab services, our ancillary services and strategic initiatives, including our international operations, and our corporate administrative support. Our U.S. dialysis and related lab services business is our largest line of business and is a leading provider of kidney dialysis services in the U.S. for patients suffering from chronic kidney failure, also known as end stage renal disease (ESRD). DMG is a patient- and physician-focused integrated healthcare delivery and management company with over two decades of providing coordinated, outcomes-based medical care in a cost-effective manner.

In December 2017, we entered into an equity purchase agreement to sell our DMG division to Optum, a subsidiary of UnitedHealth Group Inc., subject to receipt of required regulatory approvals and other customary closing conditions. As a result, the DMG business has been classified as held for sale and its results of operations are reported as discontinued operations for all periods presented and DMG is not included in our Management's Discussion and Analysis below.

Our overall financial performance in 2018 benefited from the administration of calcimimetics, increased treatment volume from acquired and non-acquired growth in both our U.S. dialysis and related lab services and our international businesses, and a corresponding increase in revenue. This was offset by increases in labor costs, benefit costs due to the implementation of a 401(k) matching program, pharmaceutical costs due to the administration of calcimimetics, other center related costs and advocacy costs to counter certain union policy initiatives.

Some of our major accomplishments and financial operating performance indicators in 2018 and year over year were as follows:

- improved key clinical outcomes in our U.S. dialysis operations, including that we were an industry leader for the sixth consecutive year in CMS' Quality Incentive Program and for the last five years under the CMS Five-Star Quality Rating system;
- consolidated net revenue growth of 4.9%, which included 10.4% net revenue growth in our U.S. dialysis segment, an increase of $20 in average dialysis net patient service revenue per treatment and international revenue growth of 36%, partially offset by a decrease in revenue of 41% in our U.S. ancillary services and strategic initiatives segment due to the restructuring of DaVita Rx;
- solid performance in our normalized non-acquired U.S. dialysis treatment growth of 3.2%, which contributed to an increase of approximately 4.1% in the overall number of U.S. dialysis treatments;
- a net increase of 154 U.S. dialysis centers and a net increase of 4 international dialysis centers;
- an increase in the overall number of patients we serve of approximately 2.5% in the U.S. and 9.3% internationally in 2018;
- repurchased 16,844,067 shares of our common stock for $1.2 billion;
- Proposition 8, a California state-wide ballot initiative that sought to limit the amount of revenue dialysis providers could retain from caring for patients with commercial insurance, was defeated in California; and
- consolidated operating cash flows of $1.8 billion, or $1.5 billion from continuing operations.

We believe we will face challenges in 2019 similar to those we faced in 2018. We expect to see an increase in dialysis treatment volume and expect U.S. dialysis revenue per treatment to be up slightly from 2018. We expect revenue per treatment to be favorably impacted by an increase in Medicare ESRD rates of approximately 1.2%, offset by anticipated downward pressure on commercial payor rates due to a shift of out-of-network patients to in-network. We expect patient care costs to increase due to inflation and a tight labor market and do not foresee an opportunity to fully offset these pressures with productivity or pharmaceutical cost improvements. In addition, we expect to continue to incur advocacy costs in connection with union policy initiatives, such as AB 290 in California and other potential ballot or other legislative initiatives. As a result of expected costs continuing to outpace our expected revenue increases, we anticipate that margins will continue to experience pressure. We remain committed to our plans for international expansion in certain regions, which will continue to require investment.

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

	Year ended December 31,					
	2018		2017		2016	
	(dollars in millions)					
Revenues[1]:						
Dialysis and related lab patient service revenues	$ 10,710		$ 10,094		$ 9,727	
Less: Provision for uncollectible accounts	(50)		(485)		(431)	
Net dialysis and related lab patient service revenues	10,660		9,608		9,296	
Other revenues	744		1,268		1,411	
Total consolidated revenues	11,405	100 %	10,877	100 %	10,707	100 %
Operating expenses and charges:						
Patient care costs	8,196	72 %	7,640	70 %	7,432	69 %
General and administrative	1,135	10 %	1,064	10 %	1,073	10 %
Depreciation and amortization	591	5 %	560	5 %	509	5 %
Provision for uncollectible accounts	(7)	— %	(7)	— %	12	— %
Equity investment loss (income)	4	— %	9	— %	(17)	— %
Investment and other asset impairments	17	— %	295	3 %	15	— %
Goodwill impairment charges	3	— %	36	— %	28	— %
Gain on changes in ownership interests	(61)	(1)%	(6)	— %	(374)	(3)%
Gain on settlement, net	—	— %	(527)	(5)%	—	— %
Total operating expenses and charges	9,879	87 %	9,064	83 %	8,678	81 %
Operating income	$ 1,526	13 %	$ 1,813	17 %	$ 2,030	19 %

Certain columns, rows or percentages may not sum or recalculate due to the use of rounded numbers.

(1) On January 1, 2018, we adopted *Revenue from Contracts with Customers* (Topic 606) using the cumulative effect method for those contracts that were not substantially completed as of January 1, 2018. Results related to performance obligations satisfied beginning on and after January 1, 2018 are presented under Topic 606, while results related to the satisfaction of performance obligations in prior periods continue to be reported in accordance with our historical accounting under *Revenue Recognition* (Topic 605). See Notes 1 and 2 of the consolidated financial statements for further discussion of our adoption of Topic 606.

The following table summarizes our consolidated revenues among our reportable segments:

	Year ended December 31,		
	2018	2017	2016
	(dollars in millions)		
Revenues[1]:			
U.S. dialysis and related lab patient service revenues	$ 10,367	$ 9,822	$ 9,551
Provision for uncollectible accounts	(51)	(482)	(430)
U.S. dialysis and related lab net patient service revenues	10,316	9,340	9,121
Other revenues	20	20	17
Total net U.S. dialysis and related lab services revenues	10,336	9,360	9,138
Other-ancillary services and strategic initiatives other revenues	759	1,273	1,420
Other-ancillary services and strategic initiatives patient service revenues, net	437	323	202
Total net other-ancillary services and strategic initiatives revenues	1,196	1,596	1,621
Total net segment revenues	11,532	10,956	10,759
Elimination of intersegment revenues	(127)	(80)	(52)
Consolidated revenues	$ 11,405	$ 10,877	$ 10,707

Certain columns, rows or percentages may not sum or recalculate due to the use of rounded numbers.

(1) On January 1, 2018, we adopted *Revenue from Contracts with Customers* (Topic 606) using the cumulative effect method for those contracts that were not substantially completed as of January 1, 2018. Results related to performance obligations satisfied beginning on

and after January 1, 2018 are presented under Topic 606, while results related to the satisfaction of performance obligations in prior periods continue to be reported in accordance with our historical accounting under *Revenue Recognition* (Topic 605). See Notes 1 and 2 of the consolidated financial statements for further discussion of our adoption of Topic 606.

The following table summarizes our consolidated operating income and adjusted consolidated operating income:

	Year ended December 31,		
	2018	2017	2016
	(dollars in millions)		
Operating income (loss):			
U.S. dialysis and related lab services	$ 1,710	$ 2,297	$ 1,777
Other — ancillary services and strategic initiatives	(94)	(439)	267
Corporate administrative support	(90)	(45)	(14)
Operating income	$ 1,526	$ 1,813	$ 2,030
Reconciliation of non-GAAP measure:			
Operating expenses:			
Goodwill impairment charges	$ 3	$ 35	$ 28
Impairment of assets	17	15	—
Impairment of investment	—	280	15
Gain on changes in ownership interests, net	(61)	(6)	(374)
Gain on settlement, net	—	(527)	—
Equity investment loss (income):			
Loss due to business sale in APAC JV	9	—	—
Loss due to impairments in APAC JV	8	6	—
Loss related to restructuring charges	—	1	—
Income related to gain on settlement	—	(3)	—
General and administrative expenses:			
Restructuring charges	11	2	—
Accruals for legal matters	—	—	16
Adjusted operating income[1]	$ 1,513	$ 1,616	$ 1,715

Certain columns, rows or percentages may not sum or recalculate due to the use of rounded numbers.

(1) For the periods presented in the table above adjusted operating income is defined as operating income before certain items which we do not believe are indicative of ordinary results, including goodwill impairment charges, investment and other asset impairments, restructuring charges, a net settlement gain, net gain (loss) on changes in ownership interests and estimated accruals for certain legal matters. Adjusted operating income as so defined is a non-GAAP measure and is not intended as a substitute for GAAP operating income. We have presented these adjusted amounts because management believes that these presentations enhance a user's understanding of our normal consolidated operating income by excluding certain items which we do not believe are indicative of our ordinary results of operations. As a result, adjusting for these amounts allows for comparison to our normalized prior period results.

Consolidated revenues

Consolidated revenues for 2018 increased by approximately $528 million, or 4.9%, from 2017. This increase in consolidated revenues was due to an increase in U.S. dialysis and related lab services revenues of approximately $976 million, principally due to the administration of calcimimetics, an increase in Medicare bad debt revenue, and volume growth from additional treatments in 2018, as discussed below. Revenue for 2018 was negatively impacted by a decrease of approximately $400 million from 2017 in our ancillary services and strategic initiatives driven primarily from decreases in revenue from our pharmacy business due to changes in reimbursement for calcimimetics, as well as restructuring of our pharmacy business, partially offset by an increase in revenues from expansion in our international business and an increase in revenues in DaVita IKC, as described below.

Effective January 1, 2018, both oral and IV forms of calcimimetics, a drug class taken by many patients with ESRD to treat mineral bone disorder, became the financial responsibility of our U.S. dialysis and lab services business for our Medicare

patients and are now reimbursed under Medicare Part B. During an initial pass-through period, Medicare payment for calcimimetics will be based on a pass-through rate of the average sales price plus approximately 4%. CMS has stated intentions to enter calcimimetics into the ESRD bundle two years after transitioning to Part B. Previously, calcimimetics were reimbursed for Medicare patients through Part D once dispensed from traditional pharmacies, including DaVita Rx.

Consolidated revenues for 2017 increased by approximately $170 million, or 1.6%, from 2016. This increase in consolidated revenues was due to an increase in U.S. dialysis and related lab services revenues of approximately $222 million, principally resulting from solid volume growth from additional treatments, partially offset by a decrease of approximately $5 in average dialysis net patient service revenue per treatment and by one less treatment day in 2017, as discussed below. Revenue for 2017 was negatively impacted by a decrease of approximately $25 million from 2016 in our ancillary services and strategic initiatives driven primarily from decreases in revenue from our pharmacy business, partially offset by an increase in revenues from expansion in our international business and increases in DaVita IKC revenues, as described below.

Consolidated operating income

Consolidated operating income of $1.526 billion for 2018, which included a net gain on changes in ownership interests of $61 million, other asset impairment charges of $17 million and restructuring charges of $11 million related to our pharmacy business, an equity investment loss due to the sale of our India business in our APAC JV of $9 million, an equity investment loss related to impairments at our APAC JV of $8 million and a goodwill impairment charge of $3 million, as discussed below, decreased by $287 million as compared to 2017, which included goodwill impairment charges of $35 million related to our vascular access reporting unit, an equity investment loss of $6 million for goodwill impairments at our APAC JV, an impairment of $280 million on our investment in the APAC JV, an asset impairment of $15 million related to the restructuring of our pharmacy business, restructuring charges in our international business of $3 million, a net gain on settlement of $530 million, and a gain adjustment on the 2016 ownership change of our APAC JV of $6 million. Excluding these items from their respective periods, adjusted consolidated operating income for 2018 decreased by approximately $103 million as compared to 2017 due to a decrease in adjusted operating income in U.S. dialysis and related lab services of $86 million, an increase in expenses in our corporate administrative support of $45 million, partially offset by a decrease in adjusted operating losses in our ancillary and strategic initiatives of $29 million, as described below.

Consolidated operating income of $1.813 billion for 2017, which included goodwill impairment charges of $35 million related to our vascular access reporting unit, an equity investment loss of $6 million for goodwill impairments at our APAC JV, an impairment of $280 million on our investment in the APAC JV, an asset impairment of $15 million related to the restructuring of our pharmacy business, restructuring charges in our international business of $3 million, a net gain on settlement of $530 million, and a gain adjustment on the 2016 ownership change of our APAC JV of $6 million, as discussed below, decreased by approximately $217 million from 2016, which included goodwill impairment charges of $28 million, an investment impairment of $15 million, an estimated gain on the ownership change of our APAC JV of $374 million and estimated accruals for legal matters of $16 million. Excluding these items from their respective periods, adjusted consolidated operating income for 2017 decreased by approximately $99 million due to an increase in adjusted operating losses in our ancillary and strategic initiatives of $59 million, an increase in expenses in our corporate administrative support of $31 million, and a decrease in adjusted operating income in U.S. dialysis and related lab services of $9 million, as described below.

U.S. dialysis and related lab services business

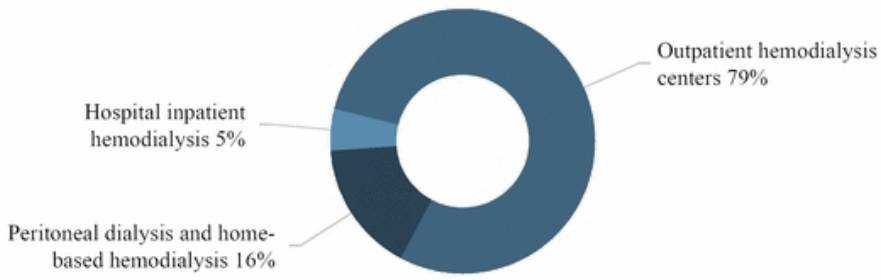
Our U.S. dialysis and related lab services business is a leading provider of kidney dialysis services through a network of 2,664 outpatient dialysis centers which we own and manage through management services agreements, in 46 states and the District of Columbia, serving a total of approximately 202,700 patients. We also provide acute inpatient dialysis services in approximately 900 hospitals. We estimate that we have approximately a 37% share of the U.S. dialysis market based upon the number of patients we serve. In 2018, our overall network of U.S. outpatient dialysis centers increased by 154 dialysis centers, primarily as a result of opening new dialysis centers and from acquisitions of existing dialysis centers. The overall number of patients that we serve in the U.S. increased by approximately 2.5% in 2018 as compared to 2017.

The stated mission of our U.S. dialysis and related lab services business is to be the provider, partner and employer of choice. We believe our attention to these three stakeholders—our patients, our business partners, and our teammates—represents a major driver of our long-term performance, although we are subject to the impact of external factors such as government policy, physician practice patterns, commercial payor payment rates and the mix of commercial and government patients, as further described in Item 1A Risk Factors. Two principal non-financial metrics we track are quality clinical outcomes and teammate turnover. We have developed our own composite index for measuring improvements in our clinical outcomes, which we refer to as the DaVita Quality Index. Our key measures for clinical outcomes have improved over each of the past several years. In addition, our patient mortality percentages have decreased from 19.0% in 2001 to 14.0% in 2017. For the sixth year in a row, we were an industry leader in QIP standards and for the last five years, we have been a leader under the

CMS Five-Star Quality Rating system. Over the last two years our clinical teammate turnover has increased slightly due to increased competition for skilled clinical personnel. We will continue to focus on these three stakeholders and our clinical outcomes as we believe these are fundamental long-term value drivers.

We believe our national scale and commitment to our patients, among other things, allows us to provide industry-leading quality care with superior clinical outcomes that attracts patients, referring physicians, and qualified medical directors to our network, which in turn provides our dialysis patient base with a large number of outpatient dialysis centers to choose from with convenient locations and access to a full range of other integrated services, which in turn provides us the ability to effectively and efficiently manage a patient's care and certain costs.

The following graph summarizes our U.S. dialysis patient services revenues by modality for the year ended December 31, 2018:



Approximately 90% of our 2018 consolidated revenues were derived directly from our U.S. dialysis and related lab services business. Approximately 79% of our 2018 dialysis patient services revenues were derived from outpatient hemodialysis services in our 2,630 consolidated U.S. dialysis centers. Other dialysis services, which are operationally integrated with our dialysis operations, are peritoneal dialysis, home-based hemodialysis, hospital inpatient hemodialysis and management and administrative services provided to dialysis centers in which we own a noncontrolling interest or which are wholly owned by third parties. These services collectively accounted for the balance of our 2018 U.S. dialysis and related lab services revenues.

The principal drivers of our U.S. dialysis and related lab services revenues are:

- the number of treatments, which is primarily a function of the number of chronic patients requiring approximately three treatments per week as well as, to a lesser extent, the number of treatments for peritoneal dialysis and home-based dialysis and hospital inpatient dialysis; and
- average dialysis net patient service revenue per treatment, including the mix of commercial and government patients.

Based on the most recent 2018 annual data report from the USRDS, the U.S. ESRD dialysis patient population has grown at an approximate compound rate of 3.8% from 2000 to 2016. The ESRD dialysis patient base has been a relatively stable and growing factor; however, more recent preliminary data from the USRDS suggest that the rate of growth of the ESRD patient population may be declining.

We believe our ability to maintain a stable or growing share of the U.S. dialysis patient base is influenced by the quality of our clinical care, which can lead to reduced patient mortality rates, as described above, our patient, medical director and physician retention, as well as our ability to open and acquire new dialysis centers, among other things. If we experience significant patient attrition as a result of new business activities, new technology or other forms of competition, reduced prevalence of ESRD or other reductions in demand for dialysis treatments, it could have a material adverse effect on our business, results of operations, financial condition and cash flows. For further discussion regarding the competitive pressures we face and related risks, see the risk factor in Item 1A Risk Factors under the heading "If we are unable to compete

successfully, including implementing our growth strategy and/or retaining our physicians and patients, it could materially adversely affect our business, results of operations, financial condition and cash flows."

Our average U.S. dialysis and related lab services net patient service revenue per treatment can be significantly impacted by several major factors, including our commercial payment rates; government payment policies regarding reimbursement amounts for dialysis treatments covered under Medicare's bundled payment rate system, including our ability to capture certain patient characteristics; and changes in the mix of government and commercial patients and the number of commercial patients that are either covered under commercial contracts or are out-of-network.

Government dialysis-related payment rates in the U.S. are principally determined by federal Medicare and state Medicaid policy. For further discussion of government reimbursement and the Medicare ESRD bundled payment system, including QIP, see the discussion in Item 1. Business under the heading "Kidney Care Division-Sources of revenue-concentrations and risks." For a discussion of operational, clinical and financial risks and uncertainties that we face in connection with the Medicare ESRD bundled payment system, see the risk factor in Item 1A. Risk Factors under the heading "Changes in the structure of and payment rates under the Medicare ESRD program could have a material adverse effect on our business, results of operations, financial condition and cash flows."

The CMS Innovation Center is currently working with various healthcare providers to develop, refine and implement ACOs and other innovative models of care for Medicare and Medicaid beneficiaries. We are uncertain of the extent to which the long-term operation and evolution of these models of care, including ACOs, the CEC Model (which includes the development of ESCOs), the Duals Demonstration and other models, will impact the healthcare market over time. We are currently participating in the CEC Model with the Innovation Center in certain geographies, and our U.S. dialysis business may choose to participate in additional models either as a partner with other providers or independently. Even in areas where we are not directly participating in these or other Innovation Center models, some of our patients may be assigned to an ACO, another ESRD Care Model or another program, in which case the quality and cost of care that we furnish will be included in an ACO's, another ESRD Care Model's or other program's calculations. In addition to the aforementioned new models of care, federal bipartisan legislation in the form of the PATIENTS Act has been proposed. The PATIENTS Act builds on prior coordinated care models, such as the CEC Model, and would establish a demonstration program for the provision of integrated care to Medicare ESRD patients. We have made and continue to make investments in building our integrated care capabilities, but there can be no assurances that initiatives such as the PATIENTS Act or similar legislation will be passed. If such legislation is passed, there can be no assurances that we will be able to successfully provide integrated care on the broader scale contemplated by this legislation.

On average, dialysis-related payment rates from contracted commercial payors are significantly higher than Medicare, Medicaid and other government program payment rates, and therefore the percentage of commercial patients in relation to total patients represents a major driver of our total average dialysis net patient service revenue per treatment. The percentage of commercial patients covered under contracted plans as compared to commercial patients with out-of-network providers has continued to increase, which can significantly affect our average dialysis net patient service revenue per treatment since commercial payment rates for patients with out-of-network providers are on average higher than in-network payment rates that are covered under commercial contracted plans.

Dialysis payment rates from commercial payors vary and a major portion of our commercial rates are set at contracted amounts with payors and are subject to intense negotiation pressure. As discussed above, our commercial payment rates also include payments for out-of-network patients that on average are higher than our in-network commercial contract rates. Some of our commercial contracts pay us a single bundled payment rate for all dialysis services provided to covered patients. However, some of our commercial contracts also pay us for certain other services and pharmaceuticals in addition to the bundled payment. We are continuously in the process of negotiating agreements with our commercial payors, and if our negotiations result in overall commercial contract payment rate reductions in excess of our commercial contract payment rate increases, or if commercial payors implement plans that restrict access to coverage or the duration or breadth of benefits or impose restrictions or limitations on patient access to non-contracted or out-of-network providers, it could have a material adverse effect on our business, results of operations, financial condition and cash flows. In addition, if there is an increase in job losses in the U.S., or depending upon changes to the healthcare regulatory system by CMS and/or the impact of healthcare insurance exchanges, we could experience a decrease in the number of patients covered under commercial insurance plans and/or an increase in uninsured or underinsured patients. Patients with commercial insurance who cannot otherwise maintain coverage frequently rely on financial assistance from charitable organizations, such as the American Kidney Fund. If these patients are unable to obtain or continue to receive or receive for a limited duration such financial assistance, or if our assumptions about how patients will respond to any change in such financial assistance are incorrect, it could have a material adverse effect on our business, results of operations, financial condition and cash flows. For further details, see the risk factor in Item 1A Risk Factors under the heading "If patients in commercial plans are subject to restriction in plan designs or the average

rates that commercial payors pay us decline significantly, it would have a material adverse effect on our business, results of operations, financial condition and cash flows."

Our operating performance with respect to dialysis services billing and collection can also be a significant factor in the average U.S. dialysis and related lab services net patient service revenue per treatment we recognize and are able to collect. For example, as payors change their systems and requirements, such as changes to what is included in the bundled payment from Medicare, we could experience a negative impact to our cash collection performance, which would affect our average U.S. dialysis and related lab services net patient service revenue per treatment.

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

Our annual average U.S. dialysis and related lab services net patient service revenue per treatment was approximately $350, $330 and $336 for 2018, 2017 and 2016, respectively. In 2018, our average U.S. dialysis and related lab services net patient service revenue per treatment increased by approximately $20 per treatment primarily related to the administration of calcimimetics, as discussed above, as well as an increase in Medicare bad debt revenue due to a policy election made under the new revenue recognition accounting standards. In 2017, our average U.S. dialysis and related lab services net patient service revenue per treatment decreased by approximately $5 per treatment due to a decrease in our commercial treatment volume, a decline in our commercial payor mix, including exchange patients, and an increase in our provision for uncollectible accounts.

We anticipate that we will continue to experience increases in our operating costs in 2019 that may outpace any net Medicare rate increases that we may receive, which could significantly impact our operating results. In particular, we expect to continue experiencing increases in operating costs that are subject to inflation, such as labor and supply costs, including increases in maintenance costs, regardless of whether there is a compensating inflation-based increase in Medicare payment rates or in payments under the ESRD bundled payment rate system. We also expect to continue to incur capital expenditures to improve, renovate and maintain our facilities, equipment and information technology to meet changing regulatory requirements.

The principal drivers of our U.S. dialysis and related lab services patient care costs are clinical hours per treatment, labor rates, vendor pricing of pharmaceuticals, utilization levels of pharmaceuticals, business infrastructure costs, which include the operating costs of our dialysis centers, and certain professional fees. However, other cost categories can also present significant cost variability, such as employee benefit costs, payroll taxes, insurance costs and medical supply costs. In addition, proposed ballot initiatives or referendums, legislation, regulations or policy changes could cause us to incur substantial costs to challenge and prepare for and, if implemented, impose additional requirements on our operations, including increases in the required staffing levels or staffing ratios for clinical personnel, minimum transition times between treatments, limits on how much patients may be charged for care, limitations as to the amount that can be spent on certain medical costs, and limitations on the amount of revenue that providers can retain. Changes such as these could materially reduce our revenues and increase our operating expenses and impact our ability to staff our clinics to any new, elevated staffing levels, in particular given the ongoing nationwide shortage of healthcare workers, especially nurses.

Our average clinical hours per treatment increased in 2018 compared to 2017. We are always striving for improved productivity levels, however, changes in federal and state policies or regulatory billing requirements can lead to increased labor costs in order to implement these new requirements, which can adversely impact our ability to achieve optimal productivity levels. In addition, improvements in the U.S. economy have stimulated additional competition for skilled clinical personnel resulting in slightly higher teammate turnover in 2018, which we believe negatively affected productivity levels. In 2018 and 2017, we experienced an increase in our clinical labor rates of approximately 3.0% and 4.0%, respectively, consistent with general industry trends, mainly due to the high demand for and nationwide shortage of skilled clinical personnel, along with general inflation increases. In 2018, we experienced an increase in benefit costs due to the implementation of a 401(k) matching program that went into effect January 1, 2018. We also continue to experience increases in the infrastructure and operating costs of our dialysis centers, primarily due to the number of new dialysis centers opened, and general increases in rent, utilities and repairs and maintenance. In 2018, we continued to implement certain cost control initiatives to manage our overall operating costs, including labor productivity.

Our U.S. dialysis and related lab services general and administrative expenses represented 8.1% of our U.S. dialysis and related lab services revenues in both 2018 and 2017. Increases in general and administrative expenses over the last several years were primarily related to strengthening our dialysis business by improving our regulatory compliance and other operational processes, responding to certain legal and compliance matters, professional fees associated with enhancing our

information technology systems and more recent costs to counter union policy efforts. We expect that these levels of general and administrative expenses will continue in 2019 and could possibly increase as we seek out new business opportunities within the dialysis industry and continue to invest in improving our information technology infrastructure and maintaining the level of support required for our regulatory compliance and legal matters.

Results of Operations

The following table reflects the results of operations for our U.S. dialysis and related lab services business:

	Year ended December 31,		
	2018	2017	2016
	(dollars in millions, except treatment data)		
Revenues:[1]			
U.S. dialysis and related lab patient service revenues	$ 10,367	$ 9,822	$ 9,551
Provision for uncollectible accounts	(51)	(482)	(430)
U.S. dialysis and related lab net patient service revenues	10,316	9,340	9,121
Other revenues	20	20	17
Total U.S. dialysis and related lab net services revenues	10,336	9,360	9,138
Operating expenses and charges:			
Patient care costs	7,280	6,334	6,145
General and administrative	836	760	751
Depreciation and amortization	559	521	483
Equity investment income	(20)	(25)	(18)
Gain on changes in ownership interests	(28)	—	—
Gain on settlement	—	(527)	—
Total operating expenses and charges	8,626	7,063	7,361
Operating income	$ 1,710	$ 2,297	$ 1,777
Reconciliation of non-GAAP measures:			
Gain on changes in ownership interests	(28)	—	—
Gain on settlement, net	—	(527)	—
Equity investment income related to gain on settlement	—	(3)	—
Adjusted operating income[2]	$ 1,682	$ 1,768	$ 1,777
Dialysis treatments	29,435,304	28,271,113	27,162,545
Average dialysis treatments per treatment day	94,073	90,468	86,532
Average U.S. dialysis and related lab services net patient service revenue per treatment	$ 350.47	$ 330.38	$ 335.81

Certain columns, rows or percentages may not sum or recalculate due to the use of rounded numbers.

(1) On January 1, 2018, we adopted *Revenue from Contracts with Customers* (Topic 606) using the cumulative effect method for those contracts that were not substantially completed as of January 1, 2018. Results related to performance obligations satisfied beginning on and after January 1, 2018 are presented under Topic 606, while results related to the satisfaction of performance obligations in prior periods continue to be reported in accordance with our historical accounting under *Revenue Recognition* (Topic 605). See Notes 1 and 2 of the consolidated financial statements for further discussion of our adoption of Topic 606.

(2) For the periods presented in the table above, adjusted operating income is defined as operating income before certain items which we do not believe are indicative of ordinary results, including a non-cash gain on changes in ownership interests and a net settlement gain. Adjusted operating income as so defined is a non-GAAP measure and is not intended as a substitute for GAAP operating income. We have presented these adjusted amounts because management believes that these presentations enhance a user's understanding of our normal consolidated operating income by excluding certain items which we do not believe are indicative of our ordinary results of operations. As a result, adjusting for these amounts allows for comparison to our normalized prior period results.

Revenues

U.S. dialysis and related lab services revenues for 2018 increased by approximately $976 million, or 10.4%, from 2017. This increase in revenues was primarily driven by an increase of approximately $20 in average dialysis net patient service

revenue per treatment due to the administration of calcimimetics, as discussed above, an increase in Medicare bad debt revenue of $36 million due to a policy election made under the new revenue recognition accounting standards and volume growth from additional treatments of approximately 4.1% due to an increase in acquired and non-acquired treatments.

U.S. dialysis and related lab services revenues for 2017 increased by approximately $222 million, or 2.4%, from 2016. This increase in revenues was primarily driven by solid volume growth from additional treatments of approximately 4.1% due to an increase in acquired and non-acquired treatments, including the acquisition of Renal Ventures. U.S. dialysis and related lab services' revenues was negatively impacted by approximately one less treatment day in 2017 as compared to 2016, and a decrease in the average dialysis net patient service revenue per treatment of approximately $5, primarily due to a decrease in our commercial payor mix, including exchange patients. In addition, our provision for uncollectible accounts increased by $52 million in 2017.

The following table summarizes our U.S. dialysis and related lab patient services revenues by source:

	2018	2017	2016
Medicare and Medicare-assigned plans	59%	56%	58%
Medicaid and managed Medicaid plans	6	7	3
Other government-based programs	4	4	2
Total government-based programs	69	67	63
Commercial (including hospital dialysis services)	31	33	37
Total U.S. dialysis and related lab services revenues	100%	100%	100%

Approximately 69% of our total U.S. dialysis and related lab patient services revenues for the year ended December 31, 2018 were from government-based programs, principally Medicare, Medicaid, Medicare-assigned and managed Medicaid plans, representing approximately 89.6% of our total patients. Over the last year, we have seen a decline in the growth of our commercial patients, which has been outpaced by the growth of our government-based patients. Less than 1% of our U.S. dialysis and related lab services revenues are due directly from patients. There is no single commercial payor that accounted for more than 10% of total U.S. dialysis and related lab services revenues for the year ended December 31, 2018.

On average, dialysis-related payment rates from contracted commercial payors are significantly higher than Medicare, Medicaid and other government program payment rates, and therefore the percentage of commercial patients as a relationship to total patients represents a major driver of our total average dialysis net patient service revenue per treatment. For a patient covered by a commercial insurance plan, Medicare generally becomes the primary payor after 33 months, which includes the three month waiting period, or earlier if the patient's commercial insurance plan coverage terminates. When Medicare becomes the primary payor, the payment rates we receive for that patient shift from the commercial insurance plan rates to Medicare payment rates, which on average are significantly lower than commercial insurance rates. Medicare payment rates are insufficient to cover our costs associated with providing dialysis services, and we therefore lose money on each Medicare treatment that we provide.

Nearly all of our net earnings from our U.S. dialysis and related lab services are derived from commercial payors, some of which pay at established contract rates and others of which pay negotiated payment rates based on an established fee schedule for out-of-network patients, which are typically higher than commercial contracted rates. If we experience an overall net reduction in our contracted and non-contracted commercial payment rates as a result of negotiations, restrictions or changes to the healthcare regulatory system, including the potential impact of healthcare insurance exchanges, it could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Operating expenses and charges

Patient care costs. U.S. dialysis and related lab services patient care costs are those costs directly associated with operating and supporting our dialysis centers and consist principally of labor, benefits, pharmaceuticals, medical supplies and other operating costs of the dialysis centers. U.S. dialysis and related lab services patient care costs on a per treatment basis were $247 and $224 for 2018 and 2017, respectively. The $23 increase in per treatment costs in 2018 as compared to 2017 was primarily related to the administration of calcimimetics, an increase in labor and benefits costs due to an increase in teammate headcount and the transition to the 401(k) matching program, as described above, as well as an increase in other direct operating expenses associated with our dialysis centers. These increases were partially offset by a decrease in other pharmaceutical costs.

U.S. dialysis and related lab services patient care costs on a per treatment basis were $224 and $226 for 2017 and 2016, respectively. The $2 decrease in per treatment costs in 2017 as compared to 2016 was primarily attributable to a decrease in

pharmaceutical unit costs due to a net price reduction as well as a decrease in profit sharing expense. These decreases were partially offset by an increase in labor and benefit costs due to an increase in teammates and clinical labor rates, and an increase in other direct operating expenses associated with our dialysis centers, including the impact of the hurricanes during the third quarter of 2017.

General and administrative expenses. U.S. dialysis and related lab services general and administrative expenses in 2018 increased by approximately $76 million as compared to 2017. This increase was primarily due to increases in advocacy costs, benefit costs related to the 401(k) matching program that began in 2018, occupancy costs and consulting fees, partially offset by a decrease in labor costs. The increase in advocacy spending was primarily due to our efforts to oppose certain legislative and ballot initiatives.

U.S. dialysis and related lab services general and administrative expenses in 2017 increased by approximately $9 million as compared to 2016. This increase was primarily due to an increase in our labor and benefit costs and occupancy costs, partially offset by a decrease in long-term incentive compensation, profit sharing and travel expenses.

Depreciation and amortization. U.S. dialysis and related lab services depreciation and amortization expenses increased by approximately $38 million for both 2018 as compared to 2017 and 2017 as compared to 2016. The increases were primarily due to growth through new dialysis center developments and acquisitions, as well as additional informational technology initiatives.

Gain on changes in ownership interests, net. During 2018 we acquired a controlling interest in a previously nonconsolidated dialysis partnership. As a result of this transaction, we consolidated this partnership and recognized a non-cash gain of $28 million on our previously held ownership interest in the partnership.

Gain on settlement, net. During 2017, we reached an agreement with the government for amounts owed to us for dialysis services provided from 2005 through 2011 to patients covered by the Department of Veterans Affairs (VA). As a result of this settlement we recognized a one-time net gain of $527 million as well as equity investment income of $3 million for our share of the settlement recognized by our nonconsolidated joint ventures. As such, the total effect of this settlement on our operating income was an increase of $530 million.

Equity investment income. Equity investment income was approximately $20 million, $25 million and $18 million in 2018, 2017 and 2016, respectively. The decrease in equity investment income in 2018 as compared to 2017 was primarily due to our receipt in 2017 of equity investment income related to the VA settlement of $3 million. The increase in equity investment income in 2017 compared to 2016 was primarily due to the increase in the number of our nonconsolidated dialysis joint ventures and an increase in profitability at some of these joint ventures.

Segment operating income

U.S. dialysis and related lab services operating income for 2018, which includes a gain on ownership changes of $28 million, decreased by approximately $587 million as compared to 2017, which includes a net gain on the VA settlement of $530 million. Excluding these items from their respective periods, U.S. dialysis and related lab services adjusted operating income decreased by approximately $86 million from 2017. This decrease in adjusted operating income was primarily due to an increase in labor and benefits costs, an increase in other direct operating expenses and increases in advocacy costs, occupancy costs and consulting fees, as described above. This decrease was partially offset by a net increase related to the administration of calcimimetics and additional treatment growth, as described above.

U.S. dialysis and related lab services operating income for 2017, which includes a net gain on the VA settlement of $530 million, increased by approximately $520 million as compared to 2016. Excluding this item from 2017, U.S. dialysis and related lab services adjusted operating income decreased by approximately $9 million from 2016. This decrease in adjusted operating income was primarily due to a decrease in the average dialysis net patient service revenue per treatment of approximately $5, one less treatment day, partially offset by treatment growth, as described above. Adjusted operating income also decreased due to an increase in general and administrative expenses, partially offset by lower patient care costs, as described above.

Other—Ancillary services and strategic initiatives business

Our other operations include ancillary services and strategic initiatives which are primarily aligned with our core business of providing dialysis services to our network of patients. As of December 31, 2018, these consisted primarily of disease management services, vascular access services, clinical research programs, physician services, ESRD seamless care organizations, and comprehensive care as well as our international operations. These ancillary services and strategic initiatives,

including our international operations and our pharmacy business, generated approximately $1.196 billion of revenues in 2018, representing approximately 10% of our consolidated revenues. If any of our ancillary services or strategic initiatives, such as our international operations, are unsuccessful, it would have a negative impact on our business, results of operations, financial condition and cash flows, and we may determine to exit that line of business, which could result in significant termination costs. In addition, we may incur a material write-off or an impairment of our investment, including goodwill, in one or more of our ancillary services or strategic initiatives. In that regard, we have incurred, and may in the future incur, impairment and restructuring charges in addition to those incurred by our pharmacy business, described below.

Recent changes in the oral pharmacy space, including reimbursement rate pressures, have negatively affected the economics of our pharmacy services business. As a result, we have transitioned the customer service and fulfillment functions of this business to third parties and have ceased our distribution operation, which will result in a decline in revenues and costs. In 2018, we recognized restructuring charges of $11 million and other asset impairment charges of $17 million related to our pharmacy services business.

We expect to add additional service offerings to our business and pursue additional strategic initiatives in the future as circumstances warrant, which could include healthcare services not related to dialysis. In addition, in connection with our previously announced capital allocation strategy, in 2019 we plan to continue our evaluation of strategic alternatives for various assets in our portfolio. In the second quarter of 2018, we sold Paladina Health (described below), our direct primary care business, as a result of the implementation of this strategy.

As of December 31, 2018, our international dialysis operations provided dialysis and administrative services through a network of 241 outpatient dialysis centers located in nine countries outside of the U.S. The total revenues generated from our international operations, as reflected below, were approximately 4% of our 2018 consolidated revenues.

The following table reflects the results of operations for the ancillary services and strategic initiatives:

	Year ended December 31,		
	2018	2017	2016
	(dollars in millions)		
U.S. revenues:[1]			
Other revenues	$ 749	$ 1,268	$ 1,413
Total	749	1,268	1,413
International revenues:[1]			
Net dialysis patient service revenues	437	323	202
Other revenues	10	5	6
Total	447	328	208
Total net revenues:[1]	1,196	1,596	1,621
Operating expenses and charges:			
Operating and other general expenses	1,302	1,711	1,686
Goodwill impairment	3	36	28
Investment and other asset impairments	17	295	15
Gain on changes in ownership changes, net	(32)	(6)	(374)
Total operating expenses and charges	1,290	2,036	1,355
Total ancillary services and strategic initiatives operating (loss) income	$ (94)	$ (439)	$ 267
U.S. operating loss	$ (70)	$ (110)	$ (65)
Reconciliation of non-GAAP:			
Restructuring charges	11	—	—
Gain on changes in ownership interests, net	(34)	—	—
Goodwill impairment	—	35	28
Impairment of assets	17	15	—
Accruals for legal matters	—	—	16
Adjusted operating loss[2]	$ (75)	$ (60)	$ (21)
International operating (loss) income	$ (23)	$ (329)	$ 332
Reconciliation of non-GAAP:			
Goodwill impairment	3	—	—
Impairment of investment	—	280	15
Loss (gain) on changes in ownership interests, net	1	(6)	(374)
Equity investment loss:			
Loss due to business sale in APAC JV	9	—	—
Loss due to impairments in APAC JV	8	6	—
Loss related to restructuring charges	—	1	—
Restructuring charges	—	2	—
Adjusted operating loss[2]	$ (3)	$ (46)	$ (27)
Total adjusted ancillary services and strategic initiatives loss[2]	$ (78)	$ (107)	$ (48)

Certain columns, rows or percentages may not sum or recalculate due to the use of rounded numbers.

(1) On January 1, 2018, we adopted *Revenue from Contracts with Customers* (Topic 606) using the cumulative effect method for those contracts that were not substantially completed as of January 1, 2018. Results related to performance obligations satisfied beginning on and after January 1, 2018 are presented under Topic 606, while results related to the satisfaction of performance obligations in prior periods continue to be reported in accordance with our historical accounting under *Revenue Recognition* (Topic 605). See Notes 1 and 2 of the consolidated financial statements for further discussion of our adoption of Topic 606.

(2) For the periods presented in the table above adjusted operating loss is defined as operating loss before certain items which we do not believe are indicative of ordinary results, including goodwill impairment charges, investment and other asset impairments, restructuring charges, gains on ownership changes and accruals for legal matters. Adjusted operating loss as so defined is a non-GAAP measure and is not intended as a substitute for GAAP operating (loss) income. We have presented these adjusted amounts because management believes that these presentations enhance a user's understanding of our normal consolidated operating (loss) income by excluding certain items which we do not believe are indicative of our ordinary results of operations. As a result, adjusting for these amounts allows for comparison to our normalized prior period results.

Revenues

Ancillary services and strategic initiatives revenues for 2018 decreased by approximately $400 million, or 25.1%, as compared to 2017. This decrease was primarily due to a decline in volume in our pharmacy business due to changes in calcimimetics reimbursement, as well as the restructuring of our pharmacy business, as discussed above, a decrease in our shared savings revenue from our ESCO joint ventures and a decrease in revenue related to the sale of our direct primary care business in the second quarter of 2018. These decreases were partially offset by an increase in revenues from our international expansion due to acquired and non-acquired growth and an increase in DaVita IKC revenues from special needs plans.

Ancillary services and strategic initiatives revenues for 2017 decreased by approximately $25 million, or 1.5%, as compared to 2016. This decrease was primarily related to a decrease in volume in our pharmacy business, partially offset by an increase in pharmaceutical rates, an increase in DaVita IKC special needs plan revenues, an increase in shared savings revenue recognized by our ESCO joint ventures and an increase in revenues from expansions in our international business and other strategic initiatives.

Operating and general expenses

Ancillary services and strategic initiatives operating and general expenses for 2018, which included restructuring charges of $11 million related to our pharmacy business, an equity investment loss on the sale of our India business in our APAC JV of $9 million and an equity investment loss of $8 million related to impairments at our APAC JV, decreased by approximately $409 million compared to 2017, which included restructuring charges in our international business of $3 million and an equity investment loss of $6 million for goodwill impairments at our APAC JV. Excluding these items from their respective periods, ancillary services and strategic initiatives adjusted operating and general expenses decreased by $428 million compared to 2017. This decrease was primarily due to a decrease in pharmaceutical costs due to decreased volume related to the changes in calcimimetics reimbursement and restructuring at our pharmacy business, as discussed above, a decrease in expenses related to the sale of our direct primary care business and decreases in labor and benefit costs and professional fees. These decreases in operating expenses were partially offset by an increase in expenses associated with growth in our international operations, an increase in medical costs at DaVita IKC related to the cost of calcimimetics and an increase in members in our special needs plans.

Ancillary services and strategic initiatives operating and general expenses for 2017, which included restructuring charges in our international business of $3 million, as discussed below, and an equity investment loss of $6 million for goodwill impairments at our APAC JV, increased by approximately $25 million from 2016, which included an estimated accrual for certain legal matters of $16 million. Excluding these items from their respective periods, ancillary services and strategic initiatives adjusted operating and general expenses increased by $32 million. This increase in adjusted operating and general expenses was primarily related to an increase in medical costs at DaVita IKC, an increase in labor and benefits costs and additional expenses associated with our international dialysis growth, including losses from adverse changes in foreign exchange rates included in equity investment income, partially offset by a decrease in pharmaceutical costs due to decreased volume in our pharmacy services business.

Goodwill impairment charges. During the year ended December 31, 2018, we recognized a goodwill impairment charge of $3 million at our German other health operations, and during the year ended December 31, 2017, we recognized a goodwill impairment charge of $2 million at one of our international kidney care businesses.

During the years ended December 31, 2017 and December 31, 2016, we also recognized goodwill impairment charges of $35 million and $28 million, respectively, at our vascular access reporting unit. These charges resulted primarily from changes in future governmental reimbursement rates for this business and our then-evolving plans and expected ability to mitigate them. As of December 31, 2017, there was no goodwill remaining at our vascular access reporting unit.

Restructuring charges and other impairments. During the year ended December 31, 2018, we announced a plan to restructure our pharmacy business, as discussed above. As a result of this plan, we recognized restructuring charges of $11 million which are included in operating and other general expenses. We also recognized other asset impairment charges of $17 million and $15 million in 2018 and 2017, respectively, related to the restructuring of our pharmacy business.

During the year ended December 31, 2017, we recognized restructuring charges related to our international business of $2 million and recognized equity investment losses of $1 million related to restructuring charges at our APAC JV. These restructuring charges were related to a reorganization of our international general and administrative infrastructure at the global, regional and country level in order to improve efficiency.

During the year ended December 31, 2017, we recognized a non-cash other-than-temporary impairment charge of $280 million on our investment in the APAC JV. This charge resulted from changes in our expectations for the joint venture based on continuing market research and assessments by both us and DaVita Care Pte. Ltd. (the APAC JV) concerning the size of the addressable market available to the joint venture at attractive risk-adjusted returns. We estimated the fair value of our retained interest in the APAC JV with the assistance of an independent third party valuation firm based on information available to management as of December 31, 2017.

During the year ended December 31, 2016, we recognized an impairment of $15 million related to an investment in one of our international reporting units.

Gain on changes in ownership interests, net. We sold 100% of the stock of Paladina Health, our direct primary care business, effective June 1, 2018 and recognized a gain of approximately $34 million on this transaction. In addition, we recognized a loss of approximately $1 million related to the unwinding of an international business in the second quarter of 2018.

During the year ended December 31, 2017, we recognized a $6 million non-cash gain related to the 2016 formation of the APAC JV which resulted from a change in estimate for post-closing adjustments that were pending at the formation of this joint venture.

In 2016, we deconsolidated our Asia Pacific dialysis business and recognized an initial non-cash non-taxable estimated gain of $374 million on our retained investment in the APAC JV net of contingent obligations as a result of adjusting the carrying value of our retained interest in the APAC JV to our proportionate share of the estimated fair value of the business.

Segment operating (loss) income

Ancillary services and strategic initiatives operating results for 2018, which included a net gain on changes in ownership interests of $32 million, other asset impairment charges of $17 million and restructuring charges of $11 million related to our pharmacy business, an equity investment loss due to the sale of our India business in our APAC JV of $9 million, an equity investment loss related to impairments at our APAC JV of $8 million and a goodwill impairment charge of $3 million, increased by approximately $345 million from the same period in 2017, which included goodwill impairment charges of $35 million related to our vascular access reporting unit, an impairment of $280 million on our investment in the APAC JV, an asset impairment of $15 million related to the restructuring of our pharmacy business, an equity investment loss of $6 million related to goodwill impairments at our APAC JV, restructuring charges in our international business of $3 million, and an adjustment to the gain on the 2016 ownership change of our APAC JV of $6 million. Excluding these items from their respective periods, adjusted operating losses decreased by $29 million, primarily due to an improvement in our international business, an increase from DaVita IKC revenues from special needs plans, partially offset by a decrease in our shared savings revenue from our ESCO joint ventures, as described above.

Ancillary services and strategic initiatives operating results for 2017, which included goodwill impairment charges of $35 million related to our vascular access reporting unit, an impairment of $280 million on our investment in the APAC JV, an asset impairment of $15 million related to the restructuring of our pharmacy business, an equity investment loss of $6 million related to goodwill impairments at our APAC JV, restructuring charges in our international business of $3 million, and an adjustment to the gain on the 2016 ownership change of our APAC JV of $6 million, decreased by approximately $706 million from 2016, which included an estimated gain on the ownership change of our APAC JV of $374 million, goodwill impairment charges of $28 million at our vascular access reporting unit, estimated accruals for legal matters of $16 million and an investment impairment of $15 million. Excluding these items from their respective periods, adjusted operating losses increased by $59 million, primarily due to a decrease in revenues in our pharmacy services business, an increase in medical costs, higher labor and benefits costs, and additional expenses associated with our international operations, partially offset by an increase in DaVita IKC special needs plan revenues, an increase in shared savings revenue recognized by our ESCO joint ventures, an increase in revenues from expansion in our international business, and a decrease in pharmaceutical costs due to decreased volume in our pharmacy services business.

Corporate level charges

Debt expense. Debt expense for 2018, 2017, and 2016 consisted of interest expense of approximately $462 million, $407 million and $394 million, respectively, and amortization and accretion of debt discounts and premiums, amortization of deferred financing costs and amortization of interest rate cap agreements of approximately $26 million, $24 million, and $20 million, respectively. The increase in debt expense in 2018 as compared to 2017 was primarily due to an increase in our average interest rate and an increase in our average outstanding debt balance. Our overall weighted average effective interest rate in 2018 was 4.96% as compared to 4.70% in 2017.

The increase in debt expense in 2017 as compared to 2016 was primarily due to an increase in our average interest rate, partially offset by a decrease in our average outstanding debt balance. Our overall weighted average effective interest rate in 2017 was 4.70% as compared to 4.43% in 2016.

Corporate administrative support. Corporate administrative support consists primarily of labor, benefits and long-term incentive compensation expense, as well as professional fees for departments which provide support to all of our various operating lines of business. This is partially offset by internal management fees charged to our other lines of business for that support.

Corporate administrative support costs were approximately $90 million in 2018 and $45 million in 2017. Corporate administrative support costs increased $45 million due to an increase in long-term incentive compensation expense due to the adoption of a retirement policy for certain executive officers, as discussed below in "Long-term incentive compensation", as well as a reduction in internal management fees charged to our ancillary lines of business, partially offset by a decrease in legal fees.

Corporate administrative support costs were approximately $45 million in 2017 and $14 million in 2016. Corporate administrative support costs increased $31 million due to a decrease in internal management fees charged to our ancillary lines of business and increases in long-term incentive compensation expense and labor and benefits expenses, partially offset by decreases in professional fees and other general and administrative expenses.

Other income. Other income was approximately $10 million in 2018, $18 million in 2017 and $8 million in 2016, and consisted principally of interest income on cash and cash-equivalents and short- and long-term investments, other non-operating gains from investment transactions, and foreign currency transaction gains and losses. Other income in 2018 as compared to 2017 decreased approximately $8 million, primarily due to an increase of recognized losses on the sale and market valuation of investments and an increase in foreign currency transaction losses. Other income in 2017 as compared to 2016 increased approximately $10 million primarily due to a decrease in foreign currency transaction losses.

Provision for income taxes. The provision for income taxes for 2018, 2017 and 2016 represented an effective annualized tax rate of 24.6%, 23.1% and 26.6% of income from continuing operations, respectively. The 2018 effective tax rate is higher than the 2017 effective tax rate primarily due to the fact that the 2017 effective tax rate reflects a $252 million tax benefit recognized in 2017 related to the enactment of the Tax Cuts and Jobs Act in 2017 (“2017 Tax Act”). Excluding this item, our effective tax rate from continuing operations for 2017 was 41.1%. The decrease in our effective tax rate in 2018 compared to this adjusted effective income tax rate in 2017 of 41.1% was primarily driven by the lower corporate statutory tax rate of 21%, partially offset by an increase in certain items that are no longer deductible under the 2017 Tax Act. The effective tax rate in 2016 was lower than the 2017 adjusted effective tax rate of 41.1%, primarily due to the gain on the APAC JV ownership changes, partially offset by goodwill impairment charges, as discussed above. See Note 13 to the consolidated financial statements for further information.

Noncontrolling interests

Net income attributable to noncontrolling interests for 2018, 2017 and 2016 was approximately $174 million, $167 million and $153 million, respectively. The increase in noncontrolling interests in 2018 as compared to 2017 was primarily due to an increase in earnings at our DMG physician groups offset by a decrease in noncontrolling interests due to one-time items impacting 2017 including the impairment of our vascular access reporting unit, which reduced income to noncontrolling interests by $10 million, partially offset by the additional income to noncontrolling interests due to the net gain on the settlement with the VA of $24 million.

The increase in noncontrolling interests in 2017 as compared to 2016 was primarily due to additional income to noncontrolling interests related to the net gain on the settlement with the VA of $24 million, partially offset by the impairment of our vascular access reporting unit, which impacted income to noncontrolling interests by $10 million in 2017 and $8 million in 2016, for a net impact of $2 million.

The percentage of net U.S. dialysis and related lab services revenues generated from dialysis-related joint ventures was approximately 25% in 2018, 24% in 2017 and 23% in 2016.

Accounts receivable

Our consolidated accounts receivable balances at December 31, 2018 and December 31, 2017 were $1.859 billion and $1.715 billion, respectively, representing approximately 62 days and 57 days of revenue (DSO), respectively, net of the allowance for uncollectible accounts. The increase in consolidated DSO was primarily due to higher DSO at our international operations and the cessation of operations at our pharmacy business. Historically, our pharmacy business experienced relatively lower DSO than the rest of our business. Our DSO calculation is based on the current quarter's average revenues per day. There were no significant changes during 2018 from 2017 in the amount of unreserved accounts receivable over one year old or the amounts pending approval from third-party payors.

As of December 31, 2018 and 2017, our net patient services accounts receivable balances more than six months old represents approximately 18% and 21% of our dialysis accounts receivable balances, respectively. The decrease was primarily due to collections at DaVita Health Solutions and in certain international operations. Substantially all revenue realized is from government and commercial payors, as discussed above. There were no significant unreserved balances over one year old. Less than 1% of our revenues are classified as patient pay.

Amounts pending approval from third-party payors associated with Medicare bad debt claims as of December 31, 2018 and 2017, other than the standard monthly billing, consisted of approximately $136 million and $104 million, respectively, and are classified as other receivables. A significant portion of our Medicare bad debt claims are typically paid to us before the Medicare fiscal intermediary audits the claims but are subject to adjustment based upon the actual results of these audits. Such audits typically occur one to four years after the claims are filed.

Liquidity and capital resources

Available liquidity. As of December 31, 2018, our Kidney Care cash balance was $323 million and Kidney Care also had approximately $3 million in short-term investments. As of December 31, 2018, our DMG cash balance was $415 million and DMG also had approximately $4 million in short-term investments. As of December 31, 2018, we had $175 million drawn on our $1.0 billion revolving line of credit under our senior secured credit facilities, in addition to the approximately $14 million committed for outstanding letters of credit. As of December 31, 2018, we also have approximately $23 million of additional outstanding letters of credit under a separate bilateral secured letter of credit facility and $0.2 million of committed outstanding letters of credit which are backed by a certificate of deposit.

Consolidated cash flows from operations during 2018 was $1.8 billion, of which $1.5 billion was from continuing operations, compared with consolidated cash flows from operations of $1.9 billion for 2017, of which $1.6 billion was from continuing operations. Consolidated cash flows decreased due to increases in DSO, cash interest payments, advocacy spend and the timing of other working capital items partially offset by a decrease in cash taxes. Cash flows from operations in 2018 included cash interest payments of approximately $489 million and cash tax payments of $93 million. Cash flows from operations in 2017 included cash interest payments of approximately $425 million and cash tax payments of $387 million.

Non-operating cash outflows in 2018 included $987 million for capital asset expenditures, including $528 million for new center developments and relocations and $459 million for maintenance and information technology. We also spent an additional $183 million for acquisitions. In addition, during 2018 we received $14 million associated with stock award exercises and other share issuances. We also made distributions to noncontrolling interests of $196 million and received contributions from noncontrolling interests of $52 million associated with new or existing joint ventures. We also repurchased a total of 16,844,067 shares of our common stock for $1.2 billion, or an average price of $68.48 per share, in 2018. In addition, we settled $8 million in share repurchases related to 2017. Our proceeds from the sale of self-developed properties in 2018 was $45 million.

Consolidated cash flows from operations during 2017 was $1.9 billion, of which $1.6 billion was from continuing operations, compared with cash flows from operations of $2.0 billion for 2016, of which $1.7 billion was from continuing operations. Consolidated cash flows declined due to an increase in DSO and the timing of other working capital items, partially offset by the payment received from the settlement with the VA, net of associated tax payments. Cash flows from operations in 2017 included cash interest payments of approximately $425 million and cash tax payments of $387 million. Cash flows from operations in 2016 included cash interest payments of approximately $407 million and cash tax payments of $339 million.

Non-operating cash outflows in 2017 included $905 million for capital asset expenditures, including $559 million for new center developments and relocations and $346 million for maintenance and information technology. We also spent an

additional $804 million for acquisitions in 2017. In addition, during 2017 we received $21 million associated with stock award exercises and other share issuances. We also made distributions to noncontrolling interests of $211 million, which included $24 million related to the noncontrolling interest portion of the VA settlement gain, and received contributions from noncontrolling interests of $75 million associated with new or existing joint ventures. We also repurchased a total of 12,966,672 shares of our common stock for $811 million, or an average price of $62.54 per share, of which $8 million was unsettled at December 31, 2017. Our proceeds from the sale of self-developed properties in 2017 was $58 million.

During 2018, in the U.S. we opened 152 dialysis centers, acquired 18 dialysis centers, closed and merged eight dialysis centers, closed two dialysis centers, sold one dialysis center, and terminated management and administrative services agreements covering five dialysis centers. In addition, our international dialysis operations acquired 28 dialysis centers, developed three dialysis centers, and closed two dialysis centers. Our APAC JV also acquired two dialysis centers, closed five dialysis centers and sold 22 dialysis centers.

During 2018, our DMG business acquired one primary care physician practice and four private medical practices.

In December 2017, we entered into an equity purchase agreement to sell our DMG division to Optum, a subsidiary of UnitedHealth Group Inc., subject to receipt of required regulatory approvals and other customary closing conditions. On December 11, 2018, we entered into an amendment to the equity purchase agreement, which, among other things, reduced the purchase price for DMG from $4.900 billion to $4.340 billion.

During 2017, in the U.S. we opened 121 dialysis centers, acquired 66 dialysis centers, including dialysis centers associated with the acquisition of Renal Ventures, closed and merged ten dialysis centers, closed nine dialysis centers, divested six dialysis centers, deconsolidated seven dialysis centers which we continue to operate under management services agreements, and terminated two management services agreements. In addition, our international dialysis operations acquired 68 dialysis centers, opened eight dialysis centers, and closed one dialysis center. Our APAC JV acquired two dialysis centers, opened nine dialysis centers and closed three dialysis centers.

During 2017, our DMG business acquired four primary care physician practices, including the acquisition of Magan, seven private medical practices and one independent physician association.

During the year ended December 31, 2018, we made mandatory principal payments under our senior secured credit facilities totaling $100 million on Term Loan A and $35 million on Term Loan B. During the year ended December 31, 2017, we made mandatory principal payments under our senior secured credit facilities totaling $88 million on Term Loan A and $35 million on Term Loan B.

Interest rate cap agreements

As of December 31, 2018, we maintain several interest rate cap agreements that were entered into in October 2015 with notional amounts totaling $3.5 billion. These cap agreements became effective June 29, 2018, have the economic effect of capping the LIBOR variable component of our interest rate at a maximum of 3.50% on an equivalent amount of our debt, and expire on June 30, 2020. As of December 31, 2018, the total fair value of these cap agreements was an asset of approximately $0.9 million. During the year ended December 31, 2018, we recognized debt expense of $4.3 million from these cap agreements and recorded a loss of $0.2 million in other comprehensive income due to a decrease in the unrealized fair value of these cap agreements.

Previously, we maintained other interest rate cap agreements that were entered into in November 2014 with notional amounts also totaling $3.5 billion. These cap agreements had the economic effect of capping the LIBOR variable component of our interest rate at a maximum of 3.50% on an equivalent amount of our debt and expired on June 30, 2018. During the year ended 2018, we recognized debt expense of $4.1 million from these cap agreements and recorded an immaterial loss in other comprehensive income due to a decrease in the unrealized fair value of these cap agreements through expiration.

Other items

As of December 31, 2018, our Term Loan B debt bears interest at LIBOR plus an interest rate margin of 2.75%. Term Loan B is subject to an interest rate cap if LIBOR should rise above 3.50%. Term Loan A bears interest at LIBOR plus an interest rate margin of 2.00% and Term Loan A-2 bears interest at LIBOR plus an interest rate margin of 1.00%. The capped portion of Term Loan A if LIBOR should rise above 3.50% is $157.5 million. Both the uncapped portion of Term Loan A of $517.5 million and the entire balance of Term Loan A-2 are subject to the variability of LIBOR. Interest rates on our Senior Notes are fixed by their terms.

Our overall weighted average effective interest rate on the senior secured credit facilities at the end of 2018 was 5.11%, based upon the current margins in effect of 2.00% for Term Loan A, 1.00% for Term Loan A-2 and 2.75% for Term Loan B.

As of December 31, 2018, the interest rates were fixed on approximately 48% of our total debt, and were fixed and economically fixed, including via interest rate cap agreements, on approximately 82% of our total debt.

Our overall weighted average effective interest rate during the year ended December 31, 2018 was 4.96% and as of December 31, 2018 was 5.19%.

As of December 31, 2018, we had $175 million drawn on our $1.0 billion revolving line of credit under our senior secured credit facilities, in addition to approximately $14 million committed for outstanding letters of credit. As of December 31, 2018, we also have approximately $23 million of additional outstanding letters of credit under a separate bilateral secured letter of credit facility, and $0.2 million of committed outstanding letters of credit which are backed by a certificate of deposit.

We believe that our cash flow from operations and other sources of liquidity, including from amounts available under our existing credit facilities and anticipated debt refinancing, as well as proceeds from the anticipated sale of our DMG business if consummated, will be sufficient to fund our scheduled debt service under the terms of our debt agreements and other obligations for the foreseeable future, including the next 12 months. However, our primary recurrent sources of liquidity are cash from operations and cash from borrowings, which are subject to general, economic, financial, competitive, regulatory and other factors that are beyond our control, as described in Item 1A Risk Factors under the heading "The level of our current and future debt could have an adverse impact on our business and our ability to generate cash to service our indebtedness and for other intended purposes depends on many factors beyond our control."

Goodwill

We elected to early adopt ASU No. 2017-04, *Intangibles-Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment*, effective January 1, 2017. The amendments in this ASU simplify the test for goodwill impairment by eliminating the second step in the assessment. All goodwill impairment tests performed since adoption of this ASU were performed under this new guidance.

During the year ended December 31, 2018, we performed annual and other impairment assessments for various reporting units. As a result of these assessments, we recognized a goodwill impairment charge of $3 million at our German other health operations during the year ended December 31, 2018. We also recognized a goodwill impairment charge of $2 million at one of our international kidney care businesses during the year ended December 31, 2017.

During the years ended December 31, 2017 and December 31, 2016, we recognized goodwill impairment charges of $35 million and $28 million, respectively, at our vascular access reporting unit. These charges resulted primarily from changes in future governmental reimbursement rates for this business and our then-evolving plans and expected ability to mitigate them. As of December 31, 2017, there was no goodwill remaining at our vascular access reporting unit.

Based on our most recent assessments, we determined that reductions in reimbursement rates, changes in actual or expected growth rates, or other significant adverse changes in expected future cash flows or valuation assumptions could result in goodwill impairment charges in the future for the following reporting units, which remain at risk of goodwill impairment as of December 31, 2018:

Reporting unit	Goodwill balance as of December 31, 2018	Carrying amount coverage[1]	Sensitivities	
			Operating income[2]	Discount rate[3]
	(in millions)			
Germany Kidney Care	$ 403	0.5%	(1.5)%	(10.3)%
Brazil Kidney Care	$ 39	9.8%	(2.5)%	(7.3)%
Germany other health operations	$ 13	8.1%	(2.2)%	(11.1)%

(1) Excess of estimated fair value of the reporting unit over its carrying amount as of the latest assessment date.

(2) Potential impact on estimated fair value of a sustained, long-term reduction of 3% in operating income as of the latest assessment date.

(3) Potential impact on estimated fair value of an increase in discount rates of 100 basis points as of the latest assessment date.

There were no major changes in the business, prospects, or expected future results of these reporting units from their latest assessment date through December 31, 2018.

Except as described above, none of our various other reporting units was considered at risk of significant goodwill impairment as of December 31, 2018. Since the dates of our last annual goodwill impairment tests, there have been certain developments, events, changes in operating performance and other changes in key circumstances that have affected our businesses. However, except as further described above, these did not cause management to believe it is more likely than not that the fair values of any of our reporting units would be less than their respective carrying amounts as of December 31, 2018.

Long-term incentive compensation

Long-term incentive program (LTIP) compensation includes both stock-based awards (principally stock-settled stock appreciation rights, restricted stock units and performance stock units) as well as long-term performance-based cash awards. Long-term incentive compensation expense, which was primarily general and administrative in nature, was attributed among our U.S. dialysis and related lab services business, corporate administrative support, and the ancillary services and strategic initiatives.

Our stock-based compensation expense for stock-settled awards are measured at the estimated fair value of awards on the date of grant and recognized on a cumulative straight-line basis over the vesting terms of the awards unless the stock awards are based on non-market based performance metrics, in which case expense is adjusted for expected ultimate payouts as of the end of each reporting period. Stock-based compensation expense for cash-settled awards is based on the estimated fair values as of the end of each reporting period. The expense for all stock-based awards is recognized net of expected forfeitures.

During 2018, we granted 1,902,652 stock-settled stock appreciation rights with an aggregate grant-date fair value of $30.9 million and a weighted-average expected life of approximately 4.2 years and 1,101,388 stock units with an aggregate grant-date fair value of $72.9 million and a weighted-average expected life of approximately 3.3 years. We did not grant any cash-settled stock-based awards during 2018.

For the year ended December 31, 2018, long-term incentive compensation expense of $85.8 million increased by approximately $23.8 million as compared to 2017. This increase in long-term incentive compensation expense was primarily due to the adoption of a retirement policy (Rule of 65 policy). The Rule of 65 policy generally provides that Section 16 executive officers that are a minimum age of 55 with five years of continuous service with the Company receive certain benefits with respect to their outstanding equity awards upon a qualifying retirement if the sum of their age plus years of service is greater than or equal to 65. These benefits include accelerated vesting of restricted stock unit awards, continued vesting of stock-settled stock appreciation rights and performance stock unit awards and an exercise window from the original vest date through the original expiration date regardless of continued employment, with pro rata vesting for a Rule of 65 retirement within one year of the award grant date. The adoption of the Rule of 65 policy resulted in a $14.7 million modification charge and a net acceleration of expense of $9.7 million during the year ended December 31, 2018 that is included in the expense amounts reported above. Future equity awards to Rule of 65 eligible executives will be expensed over the period during which risk of forfeiture exists.

For the year ended December 31, 2017, long-term incentive compensation expense of $62.0 million decreased by approximately $3.0 million as compared to 2016. This decrease in long-term incentive compensation expense was primarily due to cumulative revaluation of liability-based awards for reductions in estimated ultimate payouts, as well as the final vesting of a prior broad grant that is no longer contributing expense.

As of December 31, 2018, there was $99.9 million in total estimated but unrecognized long-term incentive compensation expense for LTIP awards outstanding, including $88.6 million relating to stock-based awards under our equity compensation plans. We expect to recognize the performance-based cash component of this LTIP expense over a weighted average remaining period of 0.8 years and the stock-based component of this LTIP expense over a weighted average remaining period of 1.5 years.

For the years ended December 31, 2018, 2017 and 2016, we received $8.0 million, $13.5 million and $28.4 million, respectively, in actual tax benefits upon the exercise of stock awards. Since we issue stock-settled stock appreciation rights rather than stock options, we did not receive cash proceeds from stock option exercises during the years ended December 31, 2018, 2017 and 2016.

Stock repurchases

We repurchased a total of 16,844,067 shares for $1.2 billion, or an average price of $68.48, during the year ended December 31, 2018. We also repurchased a total of 12,966,672 shares for $811 million, or an average price of $62.54, during the year ended December 31, 2017 and a total of 16,649,090 shares for $1.1 billion, or an average price of $64.41, during the

year ended December 31, 2016. Subsequent to December 31, 2018, we have not repurchased any shares of our common stock through February 22, 2019. We retired all shares held in treasury effective December 31, 2018 and December 31, 2017.

On July 11, 2018, our Board of Directors approved an additional share repurchase authorization in the amount of $1.4 billion. This share repurchase authorization was in addition to the $110 million remaining at that time under our Board of Directors' prior share repurchase authorization approved in October 2017. Accordingly, as of February 22, 2019, we have a total of $1.4 billion available under the current Board repurchase authorizations for additional share repurchases. Although these share repurchase authorizations do not have expiration dates, we remain subject to share repurchase limitations under the terms of our senior secured credit facilities and the indentures governing our senior notes.

Off-balance sheet arrangements and aggregate contractual obligations

In addition to the debt obligations reflected on our balance sheet, we have commitments associated with operating leases and letters of credit, as well as potential obligations associated with our equity investments in nonconsolidated businesses and to dialysis centers that are wholly-owned by third parties. Substantially all of our U.S. dialysis facilities are leased. We have potential obligations to purchase the noncontrolling interests held by third parties in several of our majority-owned joint ventures and other nonconsolidated entities. These obligations are in the form of put provisions that are exercisable at the third-party owners' discretion within specified periods as outlined in each specific put provision. If these put provisions were exercised, we would be required to purchase the third-party owners' equity interests at either the appraised fair market value or a predetermined multiple of earnings or cash flows attributable to the equity interests put to us, which is intended to approximate fair value. The methodology we use to estimate the fair values of noncontrolling interests subject to put provisions assumes the higher of either a liquidation value of net assets or an average multiple of earnings, based on historical earnings, patient mix and other performance indicators that can affect future results, as well as other factors. The estimated fair values of noncontrolling interests subject to put provisions are a critical accounting estimate that involves significant judgments and assumptions and may not be indicative of the actual values at which the noncontrolling interests may ultimately be settled, which could vary significantly from our current estimates. The estimated fair values of noncontrolling interests subject to put provisions can fluctuate and the implicit multiple of earnings at which these noncontrolling interests obligations may be settled will vary significantly depending upon market conditions including potential purchasers' access to the capital markets, which can impact the level of competition for dialysis and non-dialysis related businesses, the economic performance of these businesses and the restricted marketability of the third-party owners' equity interests. The amount of noncontrolling interests subject to put provisions that employ a contractually predetermined multiple of earnings rather than fair value are immaterial. For additional information see Note 18 to the consolidated financial statements.

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

The following is a summary of these contractual obligations and commitments as of December 31, 2018:

	1 year	2-3 years	4-5 years	After 5 years	Total
	(dollars in millions)				
Scheduled payments under contractual obligations:					
Long-term debt principal	$ 1,907	$ 3,345	$ 1,283	$ 3,336	$ 9,871
Interest payments on the senior notes	237	473	401	202	1,313
Interest payments on Term Loan B[1]	178	263	—	—	441
Interest payments on Term Loan A[2]	15	—	—	—	15
Interest payments on Term Loan A-2[2]	18	—	—	—	18
Kidney Care capital lease obligations	22	49	46	166	283
Kidney Care operating leases	483	895	745	1,590	3,714
DMG capital lease obligations	35	—	—	—	35
DMG operating leases	90	154	117	267	628
	$ 2,985	$ 5,179	$ 2,592	$ 5,561	$ 16,318
Potential cash requirements under other commitments:					
Letters of credit	$ 37	$ —	$ —	$ —	$ 37
Noncontrolling interests subject to put provisions	624	265	113	123	1,125
Non-owned and minority owned put provisions	2	—	456	—	458
Operating capital advances	1	2	1	1	5
Purchase commitments	304	571	251	—	1,126
	$ 968	$ 838	$ 821	$ 124	$ 2,751

(1) Based upon current LIBOR-based interest rates in effect at December 31, 2018 plus an interest rate margin of 2.75% for Term Loan B.

(2) Based upon current LIBOR-based interest rates in effect at December 31, 2018 plus an interest rate margin of 2.00% for Term Loan A and plus an interest rate margin of 1.00% for Term Loan A-2.

In addition to the commitments listed above, we have an agreement with Fresenius Medical Care (FMC) to purchase a certain amount of dialysis equipment, parts and supplies from FMC, which was extended through December 31, 2020. The actual amount of purchases in future years from FMC will depend upon a number of factors, including the operating requirements of our centers, the number of centers we acquire, and growth of our existing centers.

We also have an agreement with Baxter Healthcare Corporation (Baxter) that commits us to purchase a certain amount of peritoneal dialysis supplies at fixed prices through 2022.

In 2017, we entered into a Sourcing and Supply Agreement with Amgen USA Inc. (Amgen) that expires on December 31, 2022. Under the terms of this agreement, we will purchase EPO in amounts necessary to meet no less than 90% of our requirements for erythropoiesis stimulating agents (ESAs) through the expiration of the contract with Amgen. The actual amount of EPO that we will purchase will depend upon the amount of EPO administered during dialysis as prescribed by physicians and the overall number of patients that we serve.

Settlements of approximately $49 million of existing income tax liabilities for unrecognized tax benefits, including interest, penalties and other long-term tax liabilities, are excluded from the above table as reasonably reliable estimates of their timing cannot be made.

Supplemental information concerning certain physician groups and unrestricted subsidiaries

The following information is presented as supplemental data as required by the indentures governing our senior notes.

We provide services to certain physician groups, including those within our DMG business, which while consolidated in our financial statements for financial reporting purposes, are not subsidiaries of or owned by us, do not constitute “Subsidiaries” as defined in the indentures governing our outstanding senior notes, and do not guarantee those senior notes. In addition, we have entered into management agreements with these physician groups pursuant to which we receive management fees from the physician groups.

As of December 31, 2018, if these physician groups were not consolidated in our financial statements, our consolidated assets would have been approximately $18.578 billion and our consolidated other liabilities would have been approximately $3.571 billion. Our consolidated indebtedness would have remained approximately $10.154 billion since almost all of these physician groups are classified as held for sale and the remainder of them do not carry third party debt. For the year ended December 31, 2018, if these physician groups were not consolidated in our financial statements, our consolidated net income would have been reduced by approximately $30 million. Our consolidated total net revenues and consolidated operating income would have remained approximately $11.405 billion and $1.526 billion, respectively, since almost all of these physician groups are being reported as discontinued operations.

In addition, our DMG business owns a 67% equity interest in California Medical Group Insurance (CMGI), which is an Unrestricted Subsidiary as defined in the indentures governing our outstanding senior notes, and does not guarantee those senior notes. DMG's equity interest in CMGI is accounted for under the equity method of accounting, meaning that, although CMGI is not consolidated in our financial statements for financial reporting purposes, our consolidated income statement reflects our pro rata share of CMGI's net income within net loss from discontinued operations.

For the year ended December 31, 2018, excluding DMG's equity investment income attributable to CMGI, our consolidated net income would be decreased by approximately $92 thousand. See Note 29 to the consolidated financial statements for further details.

Contingencies

The information in Note 17 to the consolidated financial statements included in this report is incorporated by reference in response to this item.

Critical accounting policies, estimates and judgments

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

Dialysis and related lab services revenue recognition and accounts receivable. There are significant estimating risks associated with the amount of dialysis and related lab services revenue that we recognize in a given reporting period. Payment rates are often subject to significant uncertainties related to wide variations in the coverage terms of the commercial healthcare plans under which we receive payments. In addition, ongoing insurance coverage changes, geographic coverage differences, differing interpretations of contract coverage, and other payor issues complicate the billing and collection process. Net revenue recognition and allowances for uncollectible billings require the use of estimates of the amounts that will ultimately be realized considering, among other items, retroactive adjustments that may be associated with regulatory reviews, audits, billing reviews and other matters.

Revenues associated with Medicare and Medicaid programs are recognized based on (a) the payment rates that are established by statute or regulation for the portion of the payment rates paid by the government payor (e.g., 80% for Medicare patients) and (b) for the portion not paid by the primary government payor, the estimated amounts that will ultimately be collectible from other government programs paying secondary coverage (e.g., Medicaid secondary coverage), the patient's commercial health plan secondary coverage, or the patient. Our dialysis related reimbursements from Medicare are subject to certain variations under Medicare's single bundled payment rate system whereby our reimbursements can be adjusted for certain patient characteristics and certain other factors. Our revenue recognition depends upon our ability to effectively capture, document and bill for Medicare's base payment rate and these other factors. In addition, as a result of the potential range of variations that can occur in our dialysis-related reimbursements from Medicare under the single bundled payment rate system, our revenue recognition is subject to a greater degree of estimating risk.

Commercial healthcare plans, including contracted managed-care payors, are billed at our usual and customary rates; however, revenue is recognized based on estimated net realizable revenue for the services provided. Net realizable revenue is estimated based on contractual terms for the patients covered under commercial healthcare plans with which we have formal agreements, non-contracted commercial healthcare plan coverage terms if known, estimated secondary collections, historical collection experience, historical trends of refunds and payor payment adjustments (retractions), inefficiencies in our billing and collection processes that can result in denied claims for payments, a slowdown in collections, a reduction in the amounts that we expect to collect and regulatory compliance issues. Determining applicable primary and secondary coverage for our approximately 202,700 U.S. dialysis patients at any point in time, together with the changes in patient coverages that occur each month, requires complex, resource-intensive processes. Collections, refunds and payor retractions typically continue to occur for up to three years or longer after services are provided.

We generally expect the range of our dialysis and related lab services revenues estimating risk to be within 1% of its revenue, which can represent as much as approximately 5% of dialysis and related lab services' adjusted operating income. Changes in estimates are reflected in the then-current financial statements based on on-going actual experience trends, or subsequent settlements and realizations depending on the nature and predictability of the estimates and contingencies. Changes in revenue estimates for prior periods are separately disclosed and reported if material to the current reporting period and longer term trend analyses, and have not been significant.

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

Impairments of goodwill and investments. We account for impairments of goodwill and equity method and other investments in accordance with the provisions of applicable accounting guidance. Goodwill is not amortized, but is assessed for impairment when changes in circumstances warrant and at least annually. An impairment charge is recorded when and to the extent a reporting unit's carrying amount is determined to exceed its estimated fair value. Equity method and other investments are assessed for other-than-temporary impairment when changes in circumstances warrant. An other-than-temporary impairment charge is recorded when the fair value of an investment has fallen below its carrying amount and the shortfall is expected to be indefinitely or permanently unrecoverable.

Such changes in circumstance can include, among others, changes in the legal environment, addressable market, business strategy, development or business plans, reimbursement structure, operating performance, future prospects, relationships with partners, and/or market value indications for the subject business. We use a variety of factors to assess changes in the financial condition, future prospects and other circumstances concerning the subject businesses and to estimate their fair value when applicable. Any change in the factors, assessments or assumptions involved could affect a determination of whether and when to assess goodwill or an investment for impairment as well as the outcome of such an assessment. These assessments and the related valuations can involve significant uncertainties and require significant judgment on various matters, some of which could be subject to reasonable disagreement.

Accounting for income taxes. Our income tax expense, deferred tax assets and liabilities, and liabilities for unrecognized tax benefits reflect management's best assessment of estimated current and future taxes to be paid. We are subject to income taxes in the United States and numerous state and foreign jurisdictions, and changes in tax laws or regulations may be proposed or enacted that could adversely affect our overall tax liability. The actual impact of any such laws or regulations could be materially different from our current estimates.

Significant judgments and estimates are required in determining our consolidated income tax expense. Deferred income taxes arise from temporary differences between the tax basis of assets and liabilities and their reported amounts in the financial statements, which will result in taxable or deductible amounts in the future. In evaluating our ability to recover our deferred tax assets within the jurisdiction from which they arise, we consider all available positive and negative evidence, including scheduled reversals of deferred tax liabilities, projected future taxable income, tax planning strategies, results of recent operations, and assumptions about the amount of future federal, state, and foreign pre-tax operating income adjusted for items that do not have tax consequences. The assumptions about future taxable income require significant judgments and are consistent with the plans and estimates we use to manage the underlying businesses. To the extent that recovery is not likely, a valuation allowance is established. The allowance is regularly reviewed and updated for changes in circumstances that would cause a change in judgment about the realizability of the related deferred tax assets.

Consolidation of variable interest entities. We rely on the operating activities of certain entities that we do not directly own or control, but over which we have indirect influence and of which we are considered the primary beneficiary. Under accounting guidance applicable to variable interest entities, we have determined that these entities are to be included in our consolidated financial statements. The analyses upon which these determinations rest are complex, involve uncertainties, and require judgment on various matters, some of which could be subject to reasonable disagreement. While these determinations

have a meaningful effect on the description and classification of various amounts in our consolidated financial statements, non-consolidation of these entities would not have had a material effect on our results of operations.

Fair value estimates. The FASB defines fair value generally as the amount at which an asset (or liability) could be bought (or incurred) or sold (or settled) in a current transaction between willing parties, that is, other than in a forced or liquidation sale. It also defines fair value more specifically for most purposes as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

We rely on fair value measurements and estimates for purposes that require the recording, reassessment, or adjustment of the carrying amounts of certain assets, liabilities and noncontrolling interests subject to put provisions (temporary equity). These purposes can include the accounting for business combination transactions; impairment assessments for goodwill, other intangible assets, and other long-lived assets; recurrent revaluation of investments in debt and equity securities, interest rate cap agreements or other derivative instruments, contingent earn-out obligations, and noncontrolling interests subject to put provisions; and the accounting for equity method and other investments and stock-based compensation, among others. The criticality of a particular fair value estimate to our consolidated financial statements depends upon the nature and size of the item being measured, the extent of uncertainties involved and the nature and magnitude or potential effect of assumptions and judgments required. Critical fair value estimates can involve significant uncertainties and require significant judgment on various matters, some of which could be subject to reasonable disagreement.

Significant new accounting standards

See Note 1 to the consolidated financial statements included in this report for information regarding certain recent financial accounting standards that have been issued by the FASB.

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

Interest rate sensitivity

The tables below provide information about our financial instruments that are sensitive to changes in interest rates. The table below presents principal repayments and current weighted average interest rates on our debt obligations as of December 31, 2018. The variable rates presented reflect the weighted average LIBOR rates in effect for all debt tranches plus interest rate margins in effect as of December 31, 2018. The Term Loan A margin in effect at December 31, 2018 is 2.00%, and along with the revolving line of credit, is subject to adjustment depending upon changes in certain of our financial ratios, including a leverage ratio. Term Loan A-2 currently bears interest at LIBOR plus an interest rate margin of 1.00%. Term Loan B currently bears interest at LIBOR plus an interest rate margin of 2.75%.

	Expected maturity date					Thereafter	Total	Average interest rate	Fair value
	2019	2020	2021	2022	2023				
	(dollars in millions)								
Long term debt:									
Fixed rate	$ 37	$ 34	$ 29	$ 1,279	$ 28	$ 3,494	$ 4,901	5.29%	$ 4,643
Variable rate	$ 1,892	$ 46	$ 3,285	$ 12	$ 10	$ 8	$ 5,253	5.11%	$ 5,259

	Notional amount	Contract maturity date					Receive variable	Fair value
		2019	2020	2021	2022	2023		
	(dollars in millions)							
Cap agreements	$ 3,500	$ —	$ 3,500	$ —	$ —	$ —	LIBOR above 3.5%	$ 0.9

On March 29, 2018, we entered into an Increase Joinder No. 1 (Increase Joinder Agreement) under our existing senior secured credit facilities. Pursuant to this Increase Joinder Agreement, we entered into an additional $995 million Term Loan A-2.

Our senior secured credit facilities, which include Term Loan A, Term Loan A-2, and Term Loan B, consist of various individual tranches of debt that can range in maturity from one month to twelve months (currently, all tranches are one month in duration). For Term Loan A, Term Loan A-2, and Term Loan B, each tranche bears interest at a LIBOR rate that is determined by the duration of such tranche plus an interest rate margin. The LIBOR variable component of the interest rate for

each tranche is reset as such tranche matures and a new tranche is established. LIBOR can fluctuate significantly depending upon conditions in the credit and capital markets.

As of December 31, 2018, our Term Loan A bears interest at LIBOR plus an interest rate margin of 2.00%, our Term Loan A-2 bears interest at LIBOR plus an interest rate margin of 1.00%, and our Term Loan B bears interest at LIBOR plus an interest rate margin of 2.75%. LIBOR was greater than the 0.75% embedded LIBOR floor on Term Loan B, resulting in Term Loan B being subject to LIBOR-based interest rate volatility on the LIBOR variable component of our interest rate as of December 31, 2018. However, this LIBOR-based interest component is effectively limited to a maximum LIBOR rate of 3.50% on the outstanding principal debt on Term Loan B and on $157.5 million of Term Loan A as a result of the interest rate cap agreements, as described below. In addition, the uncapped portion of Term Loan A of $517.5 million and the entire balance of Term Loan A-2 are subject to the variability of LIBOR. See the table above for further details. Interest rates on our Senior Notes are fixed by their terms.

As of December 31, 2018, we maintain several interest rate cap agreements that were entered into in October 2015 with notional amounts totaling $3.5 billion. These cap agreements became effective June 29, 2018, have the economic effect of capping the LIBOR variable component of our interest rate at a maximum of 3.50% on an equivalent amount of our debt, and will expire on June 30, 2020. As of December 31, 2018, the total fair value of these cap agreements was an asset of approximately $0.9 million. During the year ended December 31, 2018, we recognized debt expense of $4.3 million from these cap agreements and recorded a loss of $0.2 million in other comprehensive income due to a decrease in the unrealized fair value of these cap agreements.

Previously, we maintained other interest rate cap agreements that were entered into in November 2014 with notional amounts also totaling $3.5 billion. These cap agreements had the economic effect of capping the LIBOR variable component of our interest rate at a maximum of 3.50% on an equivalent amount of our debt and expired on June 30, 2018. During the year ended 2018, we recognized debt expense of $4.1 million from these cap agreements and recorded an immaterial loss in other comprehensive income due to a decrease in the unrealized fair value of these cap agreements through expiration.

Our overall weighted average effective interest rate on the senior secured credit facilities at the end of 2018 was 5.11%, based upon the current margins in effect of 2.00% for Term Loan A, 1.00% for Term Loan A-2 and 2.75% for Term Loan B as of December 31, 2018.

Our overall weighted average effective interest rate during the year ended December 31, 2018 was 4.96% and as of December 31, 2018 was 5.19%.

As of December 31, 2018, we had $175 million drawn on our $1.0 billion revolving line of credit under our senior secured credit facilities, in addition to approximately $14.2 million committed for outstanding letters of credit. We also have approximately $22.6 million of additional outstanding letters of credit under a separate bilateral secured letter of credit facility, and $0.2 million of committed outstanding letters of credit which are backed by a certificate of deposit.

We believe that our cash flow from operations and other sources of liquidity, including from amounts available under our existing credit facilities and anticipated debt refinancing, as well as proceeds from the anticipated sale of our DMG business if consummated, will be sufficient to fund our scheduled debt service under the terms of our debt agreements and other obligations for the foreseeable future, including the next 12 months. Our primary sources of liquidity are cash from operations and cash from borrowings.

One means of assessing exposure to debt-related interest rate changes is a duration-based analysis that measures the potential loss in net income resulting from a hypothetical increase in interest rates of 100 basis points across all variable rate maturities (referred to as a parallel shift in the yield curve). Under this model, with all else constant, it is estimated that such an increase would have reduced net income by approximately $37.8 million, $27.6 million, and $11.6 million, net of tax, for the years ended December 31, 2018, 2017, and 2016, respectively.

Exchange rate sensitivity

While our business is predominantly conducted in the U.S. we have developing operations in nine other countries as well. For financial reporting purposes, the U.S. dollar is our reporting currency. However, the functional currencies of our operating businesses in other countries are typically those of the countries in which they operate. Therefore, changes in the rate of exchange between the U.S. dollar and the local currencies in which our international operations are conducted affect our results of operations and financial position as reported in our consolidated financial statements.

We have consolidated the balance sheets of our non-U.S. dollar denominated operations into U.S. dollars at the exchange rates prevailing at the balance sheet dates and have translated their revenues and expense at average exchange rates during each period. Additionally, our individual subsidiaries are exposed to transactional risks mainly resulting from intercompany transactions between and among subsidiaries with different functional currencies. This exposes the subsidiaries to fluctuations in the rate of exchange between the invoicing or obligation currencies and the currency in which their local operations are conducted.

We evaluate our exposure to foreign exchange risk through the judgment of our regional and corporate management teams. Through 2018, our international operations remained fairly small relative to the size of our consolidated financial statements, constituting less than 7% of our consolidated assets as of December 31, 2018 and approximately 4% of our consolidated net revenues for the year ended December 31, 2018. In addition, our foreign currency translation (losses) gains were less than approximately (3)%, 6%, and (2)% of our consolidated operating income for the years ended December 31, 2018, 2017 and 2016.

Given the still small size of our international operations, management does not consider our exposure to foreign exchange risk to be significant to the consolidated enterprise. As such, through December 31, 2018 we have not engaged in transactions to hedge the exposure of our international transactions or net investments to foreign currency risk. However, we may do so in the future.

Item 8. Financial Statements and Supplementary Data.

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

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

None.

Item 9A. Controls and Procedures.

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

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

Beginning January 1, 2018, we adopted FASB Accounting Standards Codification Topic 606, *Revenue from Contracts with Customers*. Although the new standard is expected to have an immaterial impact on our ongoing net income, we did implement new business processes and related control activities in order to maintain appropriate controls over financial reporting. There was no other change in our internal control over financial reporting that was identified during the evaluation that occurred during the fourth fiscal quarter and that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. Other Information.

None.

PART III

Item 10. Directors, Executive Officers and Corporate Governance.

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

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

The other information required to be disclosed by this item will appear in, and is incorporated by reference from, the sections entitled "Proposal 1 Election of Directors", "Corporate Governance", and "Security Ownership of Certain Beneficial Owners and Management" included in our definitive proxy statement relating to our 2019 annual stockholder meeting.

Item 11. Executive Compensation.

The information required by this item will appear in, and is incorporated by reference from, the sections entitled "Executive Compensation", "Pay Ratio Disclosure", "Compensation of Directors" and "Compensation Committee Interlocks and Insider Participation" included in our definitive proxy statement relating to our 2019 annual stockholder meeting. The information required by Item 407(e)(5) of Regulation S-K will appear in and is incorporated by reference from the section entitled "Compensation Committee Report" included in our definitive proxy statement relating to our 2019 annual stockholder meeting; however, this information shall not be deemed to be filed.

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

The following table provides information about our common stock that may be issued upon the exercise of stock-settled stock appreciation rights, restricted stock units and other rights under all of our existing equity compensation plans as of December 31, 2018, which consist of our 2011 Incentive Award Plan and our Employee Stock Purchase Plan. The material terms of these plans are described in Note 19 to the consolidated financial statements.

Plan category	Number of shares to be issued upon exercise of outstanding options, warrants and rights	Weighted average exercise price of outstanding options, warrants and rights	Number of shares remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))	Total of shares reflected in columns (a) and (c)
	(a)	*(b)*	*(c)*	*(d)*
Equity compensation plans approved by shareholders	8,155,501[1]	69.90[2]	29,818,042	37,973,543
Equity compensation plans not requiring shareholder approval	—	—	—	—
Total	8,155,501	$ 69.90	29,818,042	37,973,543

(1) Includes 722,412 shares of common stock reserved for issuance in connection with performance share units and performance stock appreciation rights at the maximum number of shares issuable thereunder.

(2) This weighted-average includes performance stock appreciation rights at 100% of target amount and excludes full value awards such as restricted stock units and performance share units.

Other information required to be disclosed by Item 12 will appear in, and is incorporated by reference from, the section entitled "Security Ownership of Certain Beneficial Owners and Management" included in our definitive proxy statement relating to our 2019 annual stockholder meeting.

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

The information required by this item will appear in, and is incorporated by reference from, the section entitled "Certain Relationships and Related Transactions" and the section entitled "Corporate Governance" included in our definitive proxy statement relating to our 2019 annual stockholder meeting.

Item 14. Principal Accounting Fees and Services.

The information required by this item will appear in, and is incorporated by reference from, the section entitled "Proposal 2 Ratification of the Appointment of our Independent Registered Public Accounting Firm" included in our definitive proxy statement relating to our 2019 annual stockholder meeting.

PART IV

Item 15. Exhibits, Financial Statement Schedules.

(a) Documents filed as part of this Report:

(1) Index to Financial Statements:

	Page
Management's Report on Internal Control Over Financial Reporting	F-1
Report of Independent Registered Public Accounting Firm	F-2
Report of Independent Registered Public Accounting Firm	F-3
Consolidated Statements of Income for the years ended December 31, 2018, 2017, and 2016	F-4
Consolidated Statements of Comprehensive Income for the years ended December 31, 2018, 2017, and 2016	F-5
Consolidated Balance Sheets as of December 31, 2018, and 2017	F-6
Consolidated Statements of Cash Flow for the years ended December 31, 2018, 2017, and 2016	F-7
Consolidated Statements of Equity for the years ended December 31, 2018, 2017, and 2016	F-8
Notes to Consolidated Financial Statements	F-10

(2) Index to Financial Statement Schedules:

Schedule II—Valuation and Qualifying Accounts	S-3

(3) Exhibits

The information required by this Item is set forth in the Exhibit Index that precedes the signature pages of this Annual Report on Form 10-K.

Item 16. Form 10-K Summary.

None.

DAVITA INC.
MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

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

During the last fiscal year, the Company conducted an evaluation, under the oversight of the Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's internal control over financial reporting. This evaluation was completed based on the criteria established in the report titled "Internal Control—Integrated Framework (2013)" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

Based upon our evaluation under the COSO framework, we have concluded that the Company's internal control over financial reporting was effective as of December 31, 2018.

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

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors
DaVita Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of DaVita Inc. and subsidiaries (the Company) as of December 31, 2018 and 2017, the related consolidated statements of income, comprehensive income, equity, and cash flows for each of the years in the three-year period ended December 31, 2018, and the related notes and financial statement Schedule II - Valuation and Qualifying Accounts (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2018 and 2017, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2018, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2018, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 22, 2019 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Change in Accounting Principle

As discussed in Notes 1 and 2 to the consolidated financial statements, the Company has changed its method of accounting for revenue recognition in 2018 due to the adoption of the Financial Accounting Standards Board's Accounting Standards Codification Topic 606 *Revenue from Contracts with Customers.*

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ KPMG LLP

We have served as the Company's auditor since 2000.

Seattle, Washington
February 22, 2019

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors
DaVita Inc.:

Opinion on Internal Control Over Financial Reporting

We have audited DaVita Inc. and subsidiaries' (the Company) internal control over financial reporting as of December 31, 2018, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2018, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2018 and 2017, the related consolidated statements of income, comprehensive income, equity, and cash flows for each of the years in the three-year period ended December 31, 2018, and the related notes and financial statement Schedule II - Valuation and Qualifying Accounts (collectively, the consolidated financial statements), and our report dated February 22, 2019 expressed an unqualified opinion on those consolidated financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. 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 of internal control over financial reporting 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.

Definition and Limitations of Internal Control Over Financial Reporting

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.

/s/ KPMG LLP

Seattle, Washington
February 22, 2019

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

	Year ended December 31,		
	2018	**2017**	**2016**
Dialysis and related lab patient service revenues	$ 10,709,981	$ 10,093,670	$ 9,727,360
Provision for uncollectible accounts	(49,587)	(485,364)	(431,304)
Net dialysis and related lab patient service revenues	10,660,394	9,608,306	9,296,056
Other revenues	744,457	1,268,328	1,411,411
Total revenues	11,404,851	10,876,634	10,707,467
Operating expenses and charges:			
Patient care costs and other costs	8,195,513	7,640,005	7,431,582
General and administrative	1,135,454	1,064,026	1,072,841
Depreciation and amortization	591,035	559,911	509,497
Provision for uncollectible accounts	(7,300)	(7,033)	11,677
Equity investment income	4,484	8,640	(16,874)
Investment and other asset impairments	17,338	295,234	14,993
Goodwill impairment charges	3,106	36,196	28,415
Gain on changes in ownership interest, net	(60,603)	(6,273)	(374,374)
Gain on settlement, net	—	(526,827)	—
Total operating expenses and charges	9,879,027	9,063,879	8,677,757
Operating income	1,525,824	1,812,755	2,029,710
Debt expense	(487,435)	(430,634)	(414,116)
Other income, net	10,089	17,665	7,511
Income from continuing operations before income taxes	1,048,478	1,399,786	1,623,105
Income tax expense	258,400	323,859	431,761
Net income from continuing operations	790,078	1,075,927	1,191,344
Net loss from discontinued operations, net of tax	(457,038)	(245,372)	(158,262)
Net income	333,040	830,555	1,033,082
Less: Net income attributable to noncontrolling interests	(173,646)	(166,937)	(153,208)
Net income attributable to DaVita Inc.	$ 159,394	$ 663,618	$ 879,874
Earnings per share attributable to DaVita Inc.:			
Basic net income from continuing operations per share	$ 3.66	$ 4.78	$ 5.12
Basic net income per share	$ 0.93	$ 3.52	$ 4.36
Diluted net income from continuing operations per share	$ 3.62	$ 4.71	$ 5.04
Diluted net income per share	$ 0.92	$ 3.47	$ 4.29
Weighted average shares for earnings per share:			
Basic	170,785,999	188,625,559	201,641,173
Diluted	172,364,581	191,348,533	204,904,656
Amounts attributable to DaVita Inc.:			
Net income from continuing operations	$ 624,321	$ 901,277	$ 1,032,373
Net loss from discontinued operations	(464,927)	(237,659)	(152,499)
Net income attributable to DaVita Inc.	$ 159,394	$ 663,618	$ 879,874

See notes to consolidated financial statements.

DAVITA INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(dollars in thousands)

	Year ended December 31,		
	2018	2017	2016
Net income	$ 333,040	$ 830,555	$ 1,033,082
Other comprehensive (loss) income:			
Unrealized losses on interest rate cap and swap agreements, net:			
Unrealized losses	(133)	(5,437)	(3,670)
Reclassification into net income	6,286	5,058	2,566
Unrealized gains (losses) on investments, net:			
Unrealized losses	—	3,705	1,427
Reclassification into net income	—	(220)	(423)
Foreign currency translation adjustments:			
Foreign currency translation adjustments	(45,944)	99,770	(39,614)
Reclassification into net income	—	—	10,087
Other comprehensive (loss) income	(39,791)	102,876	(29,627)
Total comprehensive income	293,249	933,431	1,003,455
Less: Comprehensive income attributable to noncontrolling interests	(173,646)	(166,935)	(153,398)
Comprehensive income attributable to DaVita Inc.	$ 119,603	$ 766,496	$ 850,057

See notes to consolidated financial statements.

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

	December 31, 2018	December 31, 2017
ASSETS		
Cash and cash equivalents	$ 323,038	$ 508,234
Restricted cash and equivalents	92,382	10,686
Short-term investments	2,935	32,830
Accounts receivable, net	1,858,608	1,714,750
Inventories	107,381	181,799
Other receivables	469,796	399,262
Prepaid and other current assets	111,840	112,058
Income tax receivable	68,614	49,440
Current assets held for sale, net	5,389,565	5,761,642
Total current assets	8,424,159	8,770,701
Property and equipment, net	3,393,669	3,149,213
Intangible assets, net	118,846	113,827
Equity method and other investments	224,611	245,534
Long-term investments	35,424	37,695
Other long-term assets	71,583	47,287
Goodwill	6,841,960	6,610,279
	$ 19,110,252	$ 18,974,536
LIABILITIES AND EQUITY		
Accounts payable	$ 463,270	$ 509,116
Other liabilities	595,850	579,005
Accrued compensation and benefits	658,913	616,116
Current portion of long-term debt	1,929,369	178,213
Current liabilities held for sale	1,243,759	1,185,070
Total current liabilities	4,891,161	3,067,520
Long-term debt	8,172,847	9,158,018
Other long-term liabilities	450,669	365,325
Deferred income taxes	562,536	486,247
Total liabilities	14,077,213	13,077,110
Commitments and contingencies:		
Noncontrolling interests subject to put provisions	1,124,641	1,011,360
Equity:		
Preferred stock ($0.001 par value, 5,000,000 shares authorized; none issued)	—	—
Common stock ($0.001 par value, 450,000,000 shares authorized; 166,387,307 and 182,462,278 shares issued and outstanding, respectively)	166	182
Additional paid-in capital	995,006	1,042,899
Retained earnings	2,743,194	3,633,713
Accumulated other comprehensive (loss) income	(34,924)	13,235
Total DaVita Inc. shareholders' equity	3,703,442	4,690,029
Noncontrolling interests not subject to put provisions	204,956	196,037
Total equity	3,908,398	4,886,066
	$ 19,110,252	$ 18,974,536

See notes to consolidated financial statements.

DAVITA INC.
CONSOLIDATED STATEMENTS OF CASH FLOW
(dollars in thousands)

	Year ended December 31,		
	2018	2017	2016
Cash flows from operating activities:			
Net income	$ 333,040	$ 830,555	$ 1,033,082
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	591,035	777,485	720,252
Impairment charges	61,981	981,589	296,408
Valuation adjustment on disposal group	316,840	—	—
Stock-based compensation expense	73,061	35,092	38,338
Deferred income taxes	273,660	(395,217)	52,010
Equity investment income, net	26,449	28,925	17,766
Gain on sales of business interests, net	(85,699)	(23,402)	(404,165)
Other non-cash charges, net	82,374	66,920	(7,343)
Changes in operating assets and liabilities, net of effect of acquisitions and divestitures:			
Accounts receivable	(81,176)	(156,305)	(152,240)
Inventories	73,505	(18,625)	22,920
Other receivables and other current assets	236,995	(111,432)	(45,351)
Other long-term assets	3,497	(11,945)	35,893
Accounts payable	(35,959)	26,876	11,897
Accrued compensation and benefits	84,165	(78,239)	68,272
Other current liabilities	(157,462)	1,908	176,494
Income taxes	(23,635)	(52,176)	77,376
Other long-term liabilities	(1,031)	11,157	30,517
Net cash provided by operating activities	1,771,640	1,913,166	1,972,126
Cash flows from investing activities:			
Additions of property and equipment	(987,138)	(905,250)	(829,095)
Acquisitions	(183,156)	(803,879)	(563,856)
Proceeds from asset and business sales	150,205	92,336	64,725
Purchase of investments available for sale	(8,448)	(13,117)	(13,539)
Purchase of investments held-to-maturity	(5,963)	(228,990)	(1,133,192)
Proceeds from sale of investments available for sale	9,526	6,408	18,963
Proceeds from investments held-to-maturity	34,862	492,470	1,240,502
Purchase of equity investments	(19,177)	(4,816)	(27,096)
Proceeds from sale of equity investments	—	—	40,920
Distributions received on equity investments	3,646	106	—
Net cash used in investing activities	(1,005,643)	(1,364,732)	(1,201,668)
Cash flows from financing activities:			
Borrowings	59,934,750	50,991,960	51,991,490
Payments on long-term debt and other financing costs	(59,239,973)	(50,837,112)	(52,116,120)
Purchase of treasury stock	(1,161,511)	(802,949)	(1,097,822)
Distributions to noncontrolling interests	(196,441)	(211,467)	(192,401)
Stock award exercises and other share issuances, net	13,577	21,252	23,543
Excess tax benefits from stock award exercises	—	—	13,251
Contributions from noncontrolling interests	52,311	74,552	47,590
Proceeds from sales of additional noncontrolling interests	15	2,864	—
Purchases of noncontrolling interests	(28,082)	(5,357)	(21,512)
Net cash used in financing activities	(625,354)	(766,257)	(1,351,981)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(3,350)	254	4,276
Net increase (decrease) in cash, cash equivalents and restricted cash	137,293	(217,569)	(577,247)
Less: Net increase (decrease) in cash, cash equivalents and restricted cash from discontinued operations	240,793	(53,026)	(15,793)
Net decrease in cash, cash equivalents and restricted cash from continuing operations	(103,500)	(164,543)	(561,454)
Cash, cash equivalents and restricted cash of continuing operations at beginning of the year	518,920	683,463	1,244,917
Cash, cash equivalents and restricted cash of continuing operations at end of the year	$ 415,420	$ 518,920	$ 683,463

See notes to consolidated financial statements.

DAVITA INC.
CONSOLIDATED STATEMENTS OF EQUITY
(dollars and shares in thousands)

	Non-controlling interests subject to put provisions	DaVita Inc. Shareholders' Equity								Non-controlling interests not subject to put provisions
		Common stock		Additional paid-in capital	Retained earnings	Treasury stock		Accumulated other comprehensive income (loss)	Total	
		Shares	Amount			Shares	Amount			
Balance at December 31, 2015	$ 864,066	217,120	$ 217	$ 1,118,326	$ 4,356,835	(7,366)	$ (544,772)	$ (59,826)	$ 4,870,780	$ 213,392
Comprehensive income:										
Net income	99,834				879,874				879,874	53,374
Other comprehensive loss								(29,817)	(29,817)	190
Stock purchase shares issued		438	1	23,902					23,903	
Stock unit shares issued		4	—	(19,815)		276	19,815		—	
Stock-settled SAR shares issued		218	—	(36,685)		513	36,685		—	
Stock-settled stock-based compensation expense				37,970					37,970	
Excess tax benefits from stock awards exercised				13,251					13,251	
Changes in non-controlling interests from:										
Distributions	(111,092)									(81,309)
Contributions	33,517									14,073
Acquisitions and divestitures	28,874			3,423					3,423	2,585
Partial purchases	(6,660)			(13,105)					(13,105)	(1,747)
Fair value remeasurements	65,855			(65,855)					(65,855)	
Reclassifications and expirations of puts	(1,136)									1,136
Purchase of treasury stock						(16,649)	(1,072,377)		(1,072,377)	
Retirement of treasury stock		(23,226)	(23)	(34,230)	(1,526,396)	23,226	1,560,649			
Balance at December 31, 2016	$ 973,258	194,554	$ 195	$ 1,027,182	$ 3,710,313	—	$ —	$ (89,643)	$ 4,648,047	$ 201,694
Comprehensive income:										
Net income	103,641				663,618				663,618	63,296
Other comprehensive income								102,878	102,878	(2)
Stock purchase shares issued		360		22,131					22,131	
Stock unit shares issued		117		(101)					(101)	
Stock-settled SAR shares issued		398		—					—	
Stock-settled stock-based compensation expense				34,981					34,981	
Changes in noncontrolling interest from:										
Distributions	(128,853)									(82,614)
Contributions	52,911									21,641
Acquisitions and divestitures	43,799			(823)					(823)	(5,770)
Partial purchases	(397)			(2,752)					(2,752)	(2,208)
Fair value remeasurements	(32,999)			32,999					32,999	
Purchase of treasury stock						(12,967)	(810,949)		(810,949)	
Retirement of treasury stock		(12,967)	(13)	(70,718)	(740,218)	12,967	810,949			
Balance at December 31, 2017	$ 1,011,360	182,462	$ 182	$ 1,042,899	$ 3,633,713	—	$ —	$ 13,235	$ 4,690,029	$ 196,037

DAVITA INC.
CONSOLIDATED STATEMENTS OF EQUITY - continued
(dollars and shares in thousands)

	Non-controlling interests subject to put provisions	DaVita Inc. Shareholders' Equity								Non-controlling interests not subject to put provisions
		Common stock		Additional paid-in capital	Retained earnings	Treasury stock		Accumulated other comprehensive income (loss)	Total	
		Shares	Amount			Shares	Amount			
Comprehensive income:										
Net income	105,531				159,394				159,394	68,115
Cumulative effect of change in accounting principle					8,368			(8,368)	—	
Comprehensive income								(39,791)	(39,791)	
Stock purchase shares issued		398		17,398					17,398	
Stock unit shares issued		158		(448)					(448)	
Stock-settled SAR shares issued		213	1	(4,887)					(4,886)	
Stock-settled stock-based compensation expense				73,081					73,081	
Changes in noncontrolling interest from:										
Distributions	(119,173)									(77,268)
Contributions	32,918									19,393
Acquisitions and divestitures	79,078			3,546					3,546	318
Partial purchases	(8,546)			(17,897)					(17,897)	(1,639)
Fair value remeasurements	23,473			(23,473)					(23,473)	
Purchase of treasury stock						(16,844)	(1,153,511)		(1,153,511)	
Retirement of treasury stock		(16,844)	(17)	(95,213)	(1,058,281)	16,844	1,153,511		—	
Balance at December 31, 2018	$ 1,124,641	166,387	$ 166	$ 995,006	$ 2,743,194	—	$ —	$ (34,924)	$ 3,703,442	$ 204,956

See notes to consolidated financial statements.

1. Organization and summary of significant accounting policies

Organization

DaVita Inc. (the Company) consists of two major divisions, DaVita Kidney Care (Kidney Care) and DaVita Medical Group (DMG). The Kidney Care division is comprised of the Company's U.S. dialysis and related lab services, its ancillary services and strategic initiatives, including its international operations, and its corporate administrative support. The Company's largest line of business is its U.S. dialysis and related lab services business, which operates kidney dialysis centers in the U.S. for patients suffering from chronic kidney failure also known as end stage renal disease (ESRD). As of December 31, 2018, the Company operated or provided administrative services through a network of 2,664 U.S. outpatient dialysis centers in 46 states and the District of Columbia, serving a total of approximately 202,700 patients. In addition, as of December 31, 2018, the Company operated or provided administrative services to a total of 241 outpatient dialysis centers serving approximately 25,000 patients located in nine countries outside of the U.S.

The Company's DMG division is a patient- and physician-focused integrated healthcare delivery and management company that provides medical services to members primarily through capitation contracts with some of the nation's leading health plans. In December 2017, the Company entered into an agreement to sell its DMG division to Collaborative Care Holdings, LLC (Optum), a subsidiary of UnitedHealth Group Inc., subject to receipt of required regulatory approvals and other customary closing conditions. As a result, the DMG business has been classified as held for sale and its results of operations are reported as discontinued operations for all periods presented in these consolidated financial statements. For financial information about the DMG business, see Note 22.

The Company's U.S. dialysis and related lab services business qualifies as a separately reportable segment and the Company's other ancillary services and strategic initiatives, including its international operations, have been combined and disclosed in the other segments category.

Basis of presentation

These consolidated financial statements are prepared in accordance with United States generally accepted accounting principles (U.S. GAAP). The financial statements include DaVita Inc. and its subsidiaries, partnerships and other entities in which it maintains a majority voting interest or other controlling financial interest (collectively, the Company). All significant intercompany transactions and balances have been eliminated. Equity investments in investees over which the Company has significant influence are recorded on the equity method, while investments in other equity securities are recorded at fair value or pursuant to an adjusted cost method measurement alternative, as applicable. For the Company's international subsidiaries, local currencies are considered their functional currencies. Translation adjustments result from translating the Company's international subsidiaries' financial statements from their functional currencies into the Company's reporting currency (the U.S. dollar, or USD). Prior year balances and amounts have been reclassified to conform to the current year presentation.

The Company has evaluated subsequent events through the date these consolidated financial statements were issued and has included all necessary adjustments and disclosures.

Use of estimates

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

The most significant assumptions and estimates underlying these financial statements and accompanying notes involve revenue recognition and accounts receivable, contingencies, impairments of goodwill and investments, accounting for income taxes, consolidation of variable interest entities, and certain fair value estimates. Specific estimating risks and contingencies are further addressed within these notes to the consolidated financial statements.

Revenues

On January 1, 2018, the Company adopted Financial Accounting Standards Board (FASB) Accounting Standards Codification Topic 606 *Revenue from Contracts with Customers* (Topic 606) using the cumulative effect method for those contracts that were not substantially completed as of January 1, 2018. Results for reporting periods beginning on and after January 1, 2018 are presented under Topic 606, while prior period amounts continue to be presented in accordance with the Company's historical accounting under *Revenue Recognition* (Topic 605).

The adoption of this new standard primarily changed the Company's presentation of revenues, provision for uncollectible accounts and allowance for doubtful accounts. Topic 606 requires revenue to be recognized based on the Company's estimate of the transaction price the Company expects to collect as a result of satisfying its performance obligations. Accordingly, for performance obligations satisfied after the adoption of Topic 606, the Company no longer separately presents a provision for uncollectible accounts on the consolidated income statement and no longer presents the related allowance for doubtful accounts on the consolidated balance sheet. However, as a result of the Company's election to apply Topic 606 only to contracts not substantially completed as of January 1, 2018, the Company continues to maintain an allowance for doubtful accounts related to performance obligations satisfied prior to the adoption of Topic 606. Net collections or write-offs of accounts receivable generated prior to January 1, 2018, beyond amounts previously reserved thereon, are presented in the provision for uncollectible accounts on the consolidated income statement in accordance with Topic 605.

Dialysis and related lab patient service revenues

Dialysis patient service revenues are recognized in the period services are provided. Revenues consist primarily of payments from government and commercial health plans for dialysis and related lab services provided to patients. A usual and customary fee schedule is maintained for the Company's dialysis treatments and related lab services; however, actual collectible revenue is normally recognized at a discount from the fee schedule.

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

Under Medicare's bundled payment rate system, services covered by Medicare are subject to estimating risk, whereby reimbursements from Medicare can vary significantly depending upon certain patient characteristics and other variable factors. Even with the bundled payment rate system, Medicare payments for bad debt claims as established by cost reports require evidence of collection efforts. As a result, billing and collection of Medicare bad debt claims can be delayed significantly and final payment is subject to audit. The Company's revenue recognition is estimated based on its judgment regarding its ability to collect, which depends upon its ability to effectively capture, document and bill for Medicare's base payment rate as well as these other variable factors.

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

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

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

Other revenues

Other revenues consist of the revenues associated with the non-dialysis ancillary services and strategic initiatives, management and administrative support services that are provided to outpatient dialysis centers that the Company does not own or in which the Company owns a noncontrolling interest, and administrative and management support services to certain other non-dialysis joint ventures in which the Company owns a noncontrolling interest. Revenues associated with pharmacy services are estimated as prescriptions are filled and shipped to patients. Revenues associated with dialysis management services, disease management services, clinical research programs, physician services, ESRD seamless care organizations, and comprehensive care are estimated in the period services are provided. Revenues associated with direct primary care were estimated over the membership period.

Other income

Other income includes interest income on cash and cash-equivalents and short- and long-term investments, other non-operating gains from investment transactions, and foreign currency transaction gains and losses.

Cash and cash equivalents

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

Restricted cash and equivalents

Restricted cash and equivalents are restricted cash or cash equivalents held in trust to satisfy insurer and state regulatory requirements related to the Company's self-insurance for professional and general liability and workers' compensation risks administered by wholly-owned captive insurance entities.

Investments in debt and equity securities

The Company classifies certain debt securities as held-to-maturity and records them at amortized cost based on the Company’s intentions and strategies concerning those investments. Equity securities that have readily determinable fair values or redemption values are classified as short-term or long-term investments and recorded at estimated fair value with changes in fair value recognized in current earnings. See Note 5 for further details, including recent changes to the Company's accounting for these investments.

Inventories

Inventories are stated at the lower of cost (first-in, first-out) or net realizable value and consist principally of pharmaceuticals and dialysis-related supplies. Rebates related to inventory purchases are recorded when earned and are based on certain qualification requirements which are dependent on a variety of factors including future pricing levels by the manufacturer and data submission.

Property and equipment

Property and equipment is stated at cost less accumulated depreciation and amortization and is further reduced by any impairments. Maintenance and repairs are charged to expense as incurred. Depreciation and amortization expenses are computed using the straight-line method over the useful lives of the assets estimated as follows: buildings, 20 years to 40 years; leasehold improvements, the shorter of ten years or the expected lease term; and equipment and information systems, principally three years to 15 years. Disposition gains and losses are included in current operating expenses.

Amortizable intangibles

Amortizable intangible assets and liabilities include non-competition and similar agreements, lease agreements and hospital acute services contracts, each of which have finite useful lives. Amortization expense is computed using the straight-line method over the useful lives of the assets estimated as follows: non-competition and similar agreements, two years to ten years; and lease agreements and hospital acute service contracts, over the term of the lease or contract period, respectively.

Indefinite-lived intangibles

Indefinite-lived intangible assets include international licenses and accreditations that allow the Company to be reimbursed for providing dialysis services to patients, each of which has an indefinite useful life. Indefinite-lived intangibles are not amortized, but are assessed for impairment at least annually and whenever significant events or changes in circumstances indicate that an impairment may have occurred.

Equity method and other investments

Equity investments that do not have readily determinable fair values are carried on the equity method if the Company maintains significant influence over the investee, or on an adjusted cost method measurement alternative representing either the Company's cost or a subsequent observation of fair value, in each case net of any applicable other-than-temporary impairment. The Company classifies its equity and adjusted cost method investments as “Equity method and other investments” on its balance sheet. See Note 10 to these consolidated financial statements for further details, including recent changes to the Company's accounting for these investments.

Goodwill

Goodwill represents the difference between the fair value of businesses acquired and the fair value of the identifiable tangible and intangible net assets acquired. Goodwill is not amortized, but is assessed by individual reporting unit for impairment as circumstances warrant and at least annually. An impairment charge is recorded when and to the extent a reporting unit's carrying amount is determined to exceed its fair value. The Company operates multiple reporting units. See Note 11 to these consolidated financial statements for further details.

Impairment of equity method and other investments

Equity method and other investments are assessed for other-than-temporary impairment when significant events or changes in circumstances indicate that an other-than-temporary impairment may have occurred. An other-than-temporary impairment charge is recorded when the fair value of an investment has fallen below its carrying amount and the shortfall is expected to be indefinitely or permanently unrecoverable.

Impairment of other long-lived assets

Other long-lived assets, including property and equipment and intangible assets, are reviewed for possible impairment whenever significant events or changes in circumstances indicate that an impairment may have occurred. Such changes can include changes in the Company’s business strategy and plans, changes in the quality or structure of its relationships with its partners or deteriorating performance of individual outpatient dialysis centers or other business units. An impairment of an amortizable or depreciable asset is indicated when the sum of the expected future undiscounted net cash flows identifiable to the related asset group is less than its carrying amount. Impairment losses are measured based on the difference between the estimated fair value and the carrying amount of the subject asset group and are included in operating expenses.

Self-insurance

The Company is predominantly self-insured with respect to professional and general liability and workers' compensation risks through wholly-owned captive insurance companies, with excess or reinsurance coverage for additional risk. The Company is also predominantly self-insured with respect to employee medical and other health benefits. The Company records insurance liabilities for the professional and general liability, workers’ compensation, and employee health benefit risks that it retains and estimates its liability for those risks using third party actuarial calculations that are based upon historical claims experience and expectations for future claims.

Income taxes

Federal and state income taxes are computed at currently enacted tax rates less tax credits using the asset and liability method. Deferred taxes are adjusted both for items that do not currently have tax consequences and for the cumulative effect of any changes in tax rates from those previously used to determine deferred tax assets or liabilities. Tax provisions include amounts that are currently payable, changes in deferred tax assets and liabilities that arise because of temporary differences between the timing of when items of income and expense are recognized for financial reporting and income tax purposes, changes in the recognition of tax positions and any changes in the valuation allowance caused by a change in judgment about

the realizability of the related deferred tax assets. A valuation allowance is established when necessary to reduce deferred tax assets to amounts expected to be realized.

The Company uses a recognition threshold of more-likely-than-not and a measurement attribute on all tax positions taken or expected to be taken in a tax return in order to be recognized in the financial statements. Once the recognition threshold is met, the tax position is then measured to determine the actual amount of benefit to recognize in the financial statements.

Stock-based compensation

The Company's stock-based compensation expense for stock-settled awards is measured at the estimated fair value of awards on the date of grant and recognized on a cumulative straight-line basis over the vesting terms of the awards unless the stock awards are based on non-market based performance metrics, in which case expense is adjusted for expected ultimate payouts as of the end of each reporting period. Stock-based compensation expense for cash-settled awards is based on the estimated fair values as of the end of each reporting period. The expense for all stock-based awards is recognized net of expected forfeitures.

Interest rate cap and swap agreements

The Company often carries a combination of current or forward interest rate caps or interest rate swaps on portions of its variable rate debt as a means of hedging its exposure to changes in LIBOR interest rates as part of its overall interest rate risk management strategy. These interest rate caps and swaps are not held for trading or speculative purposes and are typically designated as qualifying cash flow hedges. See Note 14 to these consolidated financial statements for further details.

Noncontrolling interests

Noncontrolling interests represent third-party equity ownership interests in entities which are consolidated by the Company for financial statement reporting purposes. As of December 31, 2018, third parties held noncontrolling equity interests in 653 consolidated legal entities, including 650 legal entities classified within continuing operations.

Fair value estimates

The Company relies on fair value measurements and estimates for purposes that require the recording, reassessment, or adjustment of the carrying amounts of certain assets, liabilities and noncontrolling interests subject to put provisions (temporary equity). These purposes can include the accounting for business combination transactions; impairment assessments for goodwill, other intangible assets, or other long-lived assets; recurrent revaluation of investments in debt and equity securities, interest rate cap agreements or other derivative instruments, contingent earn-out obligations, and noncontrolling interests subject to put provisions; and the accounting for equity method and other investments and stock-based compensation, as applicable. The Company has also classified its assets, liabilities and temporary equity into the appropriate fair value hierarchy levels as defined by the FASB. See Note 24 to these consolidated financial statements for further details.

New accounting standards

On May 28, 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606),* which requires an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. In 2015, 2016 and 2017, the FASB issued ASU 2015-14, ASU 2016-08, ASU 2016-10, ASU 2016-11, ASU 2016-12, and ASU 2017-10, each of which amended the guidance in ASU 2014-09. These ASUs replaced most existing revenue recognition guidance in GAAP. The Company adopted these ASUs beginning January 1, 2018. See Note 2 for further details.

In January 2016, the FASB issued ASU No. 2016-01, *Financial Instruments - Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities*. In February 2018, the FASB issued ASU 2018-03, which provides various related technical corrections and improvements. The Company adopted these ASUs beginning January 1, 2018. See Note 5 for further details.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*. The amendments in this ASU include revisions to lessee accounting, requiring lessees to recognize a lease liability and a right-of-use asset for substantially all leases with lease terms in excess of twelve months. The Company plans to adopt the amendments in this ASU as of January 1, 2019 using a modified retrospective transition approach for leases existing at, or entered into after, the adoption date with a cumulative effect adjustment. The Company is planning on electing the package of practical expedients to not reassess prior

conclusions related to contracts containing leases, lease classification and initial direct costs. The Company estimates the impact of this guidance will result in recognition of additional net lease liabilities of approximately $3,000,000 as of January 1, 2019. The Company is still finalizing its calculations, including the amount of right of use assets to recognize as well as, the cumulative effect adjustment to beginning retained earnings. The Company does not believe this new guidance will have a material effect on its results of operations or liquidity.

In August 2016, the FASB issued ASU No. 2016-15, *Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments*. The amendments in this ASU clarify how certain cash receipts and cash payments should be classified on the statement of cash flows. In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted cash*. The amendments in this ASU require that the statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. The adoption of these ASUs did not have a material impact on the Company's consolidated financial statements when adopted on January 1, 2018.

In October 2016, the FASB issued ASU No. 2016-16, *Income Taxes (Topic 740): Intra-Entity Transfers of Assets Other Than Inventory*. The amendments in this ASU allow entities to recognize the income tax consequences of an intra-entity transfer of an asset other than inventory when the transfer occurs. The prior guidance did not allow recognition until the asset had been sold to an outside party. The amendments in this ASU were effective for the Company beginning on January 1, 2018 and have been applied on a modified retrospective basis. The adoption of this ASU did not have a material impact on the Company's consolidated financial statements.

In August 2017, the FASB issued ASU No. 2017-12, *Derivatives and Hedging (Topic 815): Targeted Improvements to Accounting for Hedging Activities.* The amendments in this ASU better align an entity's risk management activities and financial reporting for hedging relationships through changes to both the designation and measurement guidance for qualifying hedging relationships and the presentation of hedge results. The amendments in this ASU are effective for the Company on January 1, 2019 and are to be applied prospectively. The adoption of this ASU is not expected to have a material impact on the Company's consolidated financial statements.

In February 2018, the FASB issued ASU No. 2018-02, *Income Statement - Reporting Comprehensive Income (Topic 220), Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income*, which allows for the reclassification of certain income tax effects related to the Tax Cuts and Jobs Act (2017 Tax Act) between "Accumulated other comprehensive income" and "Retained earnings." This ASU relates to the requirement that adjustments to deferred tax liabilities and assets related to a change in tax laws or rates be included in "Income from continuing operations", even in situations where the related items were originally recognized in "Other comprehensive income" (rather than in "Income from continuing operations"). The amendments in this ASU were effective for all entities for fiscal years beginning after December 15, 2018, and interim periods within those fiscal years, with early adoption permitted. The Company elected to early adopt this ASU on January 1, 2018 and applied the change in the period of adoption. The adoption of this ASU resulted in the reclassification of an immaterial amount of deferred tax effects from accumulated other comprehensive income to retained earnings via a cumulative change in accounting principle effective January 1, 2018. See Note 20 for more details.

In August 2018, the FASB issued ASU No. 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework -Changes to the Disclosure Requirements for Fair Value Measurement*. The applicable amendments in this ASU remove requirements for disclosures concerning transfers between fair value measurement Levels 1, 2 and 3 and disclosures concerning valuation processes for Level 3 fair value measurements. The applicable amendments in this ASU also add a requirement to separately disclose the changes in unrealized gains and losses included in other comprehensive income for the reporting period for Level 3 items measured at fair value on a recurring basis, and require disclosure of the range and weighted average of significant unobservable inputs used to develop Level 3 fair value measurements. The amendments in this ASU are effective for the Company beginning on January 1, 2020 and its new requirements are to be applied on a prospective basis. The adoption of this ASU is not expected to have a material impact on the Company's consolidated financial statements.

2. Revenue recognition and accounts receivable

The following table summarizes the Company's segment revenues by primary payor source:

	Year ended December 31, 2018		
	U.S. dialysis and related lab services	Other - Ancillary services and strategic initiatives	Consolidated
Patient service revenues:			
Medicare and Medicare Advantage	$ 6,063,891	$ —	$ 6,063,891
Medicaid and Managed Medicaid	628,766	—	628,766
Other government	446,999	335,594	782,593
Commercial	3,176,413	101,681	3,278,094
Other revenues:			
Medicare and Medicare Advantage	—	492,812	492,812
Medicaid and Managed Medicaid	—	44,246	44,246
Commercial	—	90,890	90,890
Other[1]	19,880	130,865	150,745
Eliminations of intersegment revenues	(92,950)	(34,236)	(127,186)
Total	$ 10,242,999	$ 1,161,852	$ 11,404,851

(1) Other consists of management service fees earned in the respective Company line of business as well as revenue from the Company's ancillary services and strategic initiatives.

	Year ended December 31, 2017[1]		
	U.S. dialysis and related lab services	Other - Ancillary services and strategic initiatives	Consolidated
Patient service revenues:			
Medicare and Medicare Advantage	$ 5,253,012	$ —	$ 5,253,012
Medicaid and Managed Medicaid	606,827	—	606,827
Other government	362,567	259,651	622,218
Commercial	3,117,920	63,505	3,181,425
Other revenues:			
Medicare and Medicare Advantage	—	902,289	902,289
Medicaid and Managed Medicaid	—	71,426	71,426
Commercial	—	116,503	116,503
Other[2]	19,739	182,974	202,713
Eliminations of intersegment revenues	(55,176)	(24,603)	(79,779)
Total	$ 9,304,889	$ 1,571,745	$ 10,876,634

(1) As noted above, prior period amounts have not been adjusted under the cumulative effect method. In this table, the Company's dialysis and related lab services revenues for the year ended December 31, 2017 has been presented net of the provision for uncollectible accounts of $485,364 to conform to the current period presentation.

(2) Other consists of management service fees earned in the respective Company line of business as well as revenue from the Company's ancillary services and strategic initiatives.

	Year ended December 31, 2016[1]		
	U.S. dialysis and related lab services	Other - Ancillary services and strategic initiatives	Consolidated
Patient service revenues:			
Medicare and Medicare Advantage	$ 5,303,718	$ —	$ 5,303,718
Medicaid and Managed Medicaid	319,553	—	319,553
Other government	143,207	165,193	308,400
Commercial	3,355,066	36,674	3,391,740
Other revenues:			
Medicare and Medicare Advantage	—	974,146	974,146
Medicaid and Managed Medicaid	—	82,428	82,428
Commercial	—	128,824	128,824
Other[2]	16,645	234,107	250,752
Eliminations of intersegment revenues	(27,355)	(24,739)	(52,094)
Total	$ 9,110,834	$ 1,596,633	$ 10,707,467

(1) As noted above, prior period amounts have not been adjusted under the cumulative effect method. In this table, the Company's dialysis and related lab services revenues for the year ended December 31, 2016 has been presented net of the provision for uncollectible accounts of $431,304 to conform to the current period presentation.

(2) Other consists of management service fees earned in the respective Company line of business as well as revenue from the Company's ancillary services and strategic initiatives.

The Company's allowance for doubtful accounts related to performance obligations satisfied prior to the adoption of Topic 606 was $52,924 and $218,399 as of December 31, 2018 and 2017, respectively.

There are significant risks associated with estimating revenue, which generally take several years to resolve. These estimates are subject to ongoing insurance coverage changes, geographic coverage differences, differing interpretations of contract coverage and other payor issues, as well as patient issues including determining applicable primary and secondary coverage, changes in patient coverage and coordination of benefits. As these estimates are refined over time, both positive and negative adjustments to revenue are recognized in the current period. As a result of changes in these estimates, additional revenue was recognized during the year ended December 31, 2018 associated with performance obligations satisfied in years prior to the adoption of Topic 606 of $88,495, which includes a benefit of $36,000 for the year ended December 31, 2018 from electing to apply Topic 606 only to contracts not substantially completed as of January 1, 2018.

There is no single commercial payor that accounted for more than 10% of total consolidated accounts receivable or consolidated net revenues at or for the year ended December 31, 2018 and 2017.

Net dialysis and related lab services accounts receivable and other receivables from Medicare, including Medicare-assigned plans, and Medicaid, including managed Medicaid plans, were approximately $1,080,561 and $874,971 as of December 31, 2018 and 2017, respectively. Approximately 18% and 21% of the Company's net patient services accounts receivable balances as of December 31, 2018 and 2017, respectively, were more than six months old. The decrease was primarily due to improved collections at DaVita Health Solutions and in certain international operations. There were no significant balances over one year old at December 31, 2018. Accounts receivable are principally from Medicare and Medicaid programs and commercial insurance plans.

3. Earnings per share

Basic earnings per share is calculated by dividing net income attributable to the Company, adjusted for any change in noncontrolling interest redemption rights in excess of fair value, by the weighted average number of common shares, net of the weighted average shares held in escrow that under certain circumstances may have been returned to the Company.

Diluted earnings per share includes the dilutive effect of outstanding stock-settled stock appreciation rights and unvested stock units (under the treasury stock method) as well as the weighted average shares held in escrow that were outstanding during the period.

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

	Year ended December 31,		
	2018	2017	2016
	(shares in thousands)		
Numerators:			
Net income from continuing operations attributable to DaVita Inc.	$ 624,321	$ 901,277	$ 1,032,373
Net loss from discontinued operations attributable to DaVita Inc.	(464,927)	(237,659)	(152,499)
Net income attributable to DaVita Inc. for earnings per share calculation	$ 159,394	$ 663,618	$ 879,874
Basic:			
Weighted average shares outstanding during the period	171,886	190,820	203,835
Weighted average contingently returnable shares previously held in escrow for the DaVita HealthCare Partners merger	(1,100)	(2,194)	(2,194)
Weighted average shares for basic earnings per share calculation	170,786	188,626	201,641
Basic net income from continuing operations per share attributable to DaVita Inc.	$ 3.66	$ 4.78	$ 5.12
Basic net loss from discontinued operations per share attributable to DaVita Inc.	(2.73)	(1.26)	(0.76)
Basic net income per share attributable to DaVita Inc.	$ 0.93	$ 3.52	$ 4.36
Diluted:			
Weighted average shares outstanding during the period	171,886	190,820	203,835
Assumed incremental shares from stock plans	479	529	1,070
Weighted average shares for diluted earnings per share calculation	172,365	191,349	$ 204,905
Diluted net income from continuing operations per share attributable to DaVita Inc.	$ 3.62	$ 4.71	$ 5.04
Diluted net loss from discontinued operations per share attributable to DaVita Inc.	(2.70)	(1.24)	(0.75)
Diluted net income per share attributable to DaVita Inc.	$ 0.92	$ 3.47	$ 4.29
Anti-dilutive stock-settled awards excluded from calculation[(1)]	5,295	4,350	2,523

(1) Shares associated with stock-settled stock appreciation rights excluded from the diluted denominator calculation because they were anti-dilutive under the treasury stock method.

4. Restricted cash and equivalents

The Company had restricted cash and cash equivalents of $92,382 and $10,686 at December 31, 2018 and 2017, respectively. Approximately $79,329 of the balance at December 31, 2018 represents restricted cash equivalents held in trust to satisfy insurer and state regulatory requirements related to the Company's self-insurance for professional and general liability and workers' compensation risks administered by wholly-owned captive insurance entities. Prior to the first quarter of 2018, these requirements were satisfied by a letter of credit rather than restricted cash held in trust. The remaining restricted cash and equivalents held at December 31, 2018 and 2017 primarily represent cash pledged to third parties in connection with two of the Company's ancillary and strategic initiatives businesses.

5. Short-term and long-term investments

Effective January 1, 2018, the Company adopted ASU No. 2016-01, *Financial Instruments - Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities.* The amendments in this ASU revise accounting related to (i) the classification and measurement of investments in equity securities and (ii) the presentation of certain fair value changes for financial liabilities at fair value. The Company also adopted ASU 2018-03 which provides related technical corrections and improvements. The principal effect of these ASUs on the Company's consolidated financial statements is that, prior to adoption of ASU 2016-01, changes in the fair values of available-for-sale equity investments with readily determinable fair values or redemption values were recognized in other comprehensive income until realized, while under ASU 2016-01 all changes in the fair values of such equity securities are recognized in current earnings within "Other income, net". The adoption of these ASUs did not have a material effect on these consolidated financial statements.

Effective January 1, 2018, the Company recognized a cumulative effect of change in accounting principle upon adoption of ASUs 2016-01 and 2018-03, in conjunction with ASU 2018-02, the effect of which was to decrease accumulated other comprehensive income, and to increase retained earnings, by $5,662 in after-tax unrealized gains accumulated in other comprehensive income through December 31, 2017 from equity securities classified as available-for-sale investments prior to adoption of ASU 2016-01.

From January 1, 2018, equity securities that have readily determinable fair values or redemption values are recorded at estimated fair value with changes in their value recognized in current earnings. The Company classifies its debt securities as held-to-maturity and records them at amortized cost based on its intentions and strategy concerning those investments.

The Company classifies these debt and equity investments as "Short-term investments" or "Long-term investments" on its consolidated balance sheet, as applicable, based on the characteristics of the financial instrument or the Company's intentions or expectations for the investment.

The Company’s investments in these short-term and long-term debt and equity investments consist of the following:

	December 31, 2018			December 31, 2017		
	Debt securities	Equity securities	Total	Debt securities	Equity securities	Total
Certificates of deposit and other time deposits	$ 2,235	$ —	$ 2,235	$ 31,630	$ —	$ 31,630
Investments in mutual funds and common stock	—	36,124	36,124	—	38,895	38,895
	$ 2,235	$ 36,124	$ 38,359	$ 31,630	$ 38,895	$ 70,525
Short-term investments	$ 2,235	$ 700	$ 2,935	$ 31,630	$ 1,200	$ 32,830
Long-term investments	—	35,424	35,424	—	37,695	37,695
	$ 2,235	$ 36,124	$ 38,359	$ 31,630	$ 38,895	$ 70,525

Debt securities: The Company's short-term debt investments are principally bank certificates of deposit with contractual maturities longer than three months but shorter than one year. These debt securities are accounted for as held-to-maturity and recorded at amortized cost, which approximates their fair values at December 31, 2018 and 2017.

Equity securities: The Company's equity investments in mutual funds and common stock are held within a trust to fund existing obligations associated with several of the Company’s non-qualified deferred compensation plans. During 2018, the Company recognized pre-tax net losses of $1,208 in the income statement associated with changes in the fair value of these equity securities, comprised of pre-tax realized gains of $4,490 and a net decrease in unrealized gains of $5,698. During 2017, the Company recognized pre-tax realized gains on the sale or redemption of equity securities of $360, or $220 after tax, which were previously recorded in other comprehensive income.

6. Other receivables

Other receivables were comprised of the following:

	December 31,	
	2018	2017
Supplier rebates and non-trade receivables	$ 334,156	$ 295,292
Medicare bad debt claims	135,640	103,970
	$ 469,796	$ 399,262

7. Prepaid and other current assets

Other current assets were comprised of the following:

	December 31,	
	2018	2017
Prepaid expenses	$ 108,315	$ 104,727
Other	3,525	7,331
	$ 111,840	$ 112,058

8. Property and equipment

Property and equipment were comprised of the following:

	December 31,	
	2018	2017
Land	$ 37,384	$ 33,814
Buildings	467,181	473,489
Leasehold improvements	3,164,943	2,816,675
Equipment and information systems, including internally developed software	2,586,564	2,352,246
New center and capital asset projects in progress	661,695	576,651
	6,917,767	6,252,875
Less accumulated depreciation	(3,524,098)	(3,103,662)
	$ 3,393,669	$ 3,149,213

Depreciation expense on property and equipment was $574,799, $544,129, and $494,945 for 2018, 2017 and 2016, respectively.

During 2018 and 2017, the Company recognized asset impairment charges of $17,338 and $15,168, respectively, related to the restructuring of its pharmacy business.

Interest on debt incurred during the development of new centers and other capital asset projects is capitalized as a component of the asset cost based on the respective in-process capital asset balances. Interest capitalized was $25,978, $19,176 and $12,990 for 2018, 2017 and 2016, respectively.

9. Intangibles

Intangible assets other than goodwill were comprised of the following:

	December 31,	
	2018	2017
Noncompetition and other agreements	$ 131,360	$ 429,140
Lease agreements	7,584	7,623
Indefinite-lived assets	59,885	33,255
Other	583	583
	199,412	470,601
Less accumulated amortization	(80,566)	(356,774)
	$ 118,846	$ 113,827

Amortization expense from amortizable intangible assets, other than lease agreements, was $16,236, $15,782, and $14,552 for 2018, 2017 and 2016, respectively. Lease agreement intangible assets and liabilities were amortized to rent expense in the amounts of $(296), $(203) and $(232) for 2018, 2017 and 2016, respectively.

During the years ended December 31, 2018, 2017 and 2016, the Company recognized no impairment charges on any intangible assets other than goodwill.

Amortizable intangible liabilities as of December 31, 2018 and 2017 were comprised of lease agreements of $5,930 and $5,447, respectively, which were net of accumulated amortization of $4,362 and $3,508, respectively.

Lease agreement intangible liabilities are classified in other long-term liabilities and amortized to rent expense.

Scheduled amortization charges from amortizable intangible assets and liabilities as of December 31, 2018 were as follows:

	Noncompetition and other agreements	Lease liabilities	Other
2019	$ 14,442	$ (901)	$ 91
2020	13,020	(895)	45
2021	10,816	(871)	—
2022	7,001	(864)	—
2023	4,235	(704)	—
Thereafter	9,311	(1,695)	—
Total	$ 58,825	$ (5,930)	$ 136

10. Equity method and other investments

Equity investments in nonconsolidated businesses over which the Company maintains significant influence, but which do not have readily determinable fair values, are carried on the equity method.

As described in Note 5 to these consolidated financial statements, effective January 1, 2018, the Company adopted ASU 2016-01 and related ASU 2018-03 concerning recognition and measurement of financial assets and financial liabilities. In adopting this new guidance, the Company has made an accounting policy election to adopt an adjusted cost method measurement alternative for investments in equity securities without readily determinable fair values.

Specifically, under this measurement alternative, unless elected otherwise for a particular investment, the Company initially records equity investments that qualify for the measurement alternative at cost but remeasures them to fair value through earnings when there is an observable transaction involving the same or a similar investment with the same issuer or upon an impairment.

The Company maintains equity method and minor adjusted cost method investments in the private securities of certain other healthcare and healthcare-related businesses. The Company classifies these investments as "Equity method and other investments" on its consolidated balance sheet.

The Company's equity method and other investments were comprised of the following:

	December 31,	
	2018	2017
APAC joint venture	$ 129,173	$ 160,481
Other equity method partnerships	83,052	79,667
Adjusted cost method investments	12,386	5,386
	$ 224,611	$ 245,534

During 2018, 2017 and 2016, the Company recognized equity investment (loss) income of $(4,484), $(8,640) and $16,874, respectively, from equity method investments in nonconsolidated businesses.

The Company's largest equity method investment is its ownership interest in DaVita Care Pte. Ltd. (the APAC joint venture, or APAC JV). As of December 31, 2018 and 2017, the Company held a 60% voting interest and a 73.3% current economic interest in the APAC JV. Based on the governance structure and voting rights established for the APAC JV at its formation on August 1, 2016, certain key decisions affecting the joint venture's operations are not subject to the unilateral discretion of the Company, but rather are shared with the other noncontrolling investors. These other noncontrolling investors currently collectively hold a 40% voting interest and a 26.7% economic interest in the APAC JV. During the third quarter of 2018, the investors in the APAC JV jointly agreed to a six-month deferral of the subscribed incremental capital contributions originally scheduled for August 1, 2018 based upon revised assessments of the capital needs of the joint venture. Subsequent to December 31, 2018, the investors have jointly agreed to a further deferral of those capital contributions originally scheduled for August 1, 2018, which will now be due with the final capital contributions originally scheduled for August 1, 2019. The Company continues to expect the economic interests of the noncontrolling investors in the APAC JV to adjust to match their voting interests by August 1, 2019.

Upon formation of the APAC JV on August 1, 2016, the Company deconsolidated this Asia Pacific dialysis business based on the governance structure and voting rights put in place at that time and recognized an initial non-cash non-taxable estimated gain of $374,374 on its retained investment, net of contingent obligations. This retained interest in the APAC JV was adjusted to the Company's proportionate share of the estimated fair value of the business, as implied by the investment commitments from the JV partners and adjusted for certain time value of money and uncertainty discounts. The Company then recognized an additional $6,273 gain in the first quarter of 2017 upon resolution of certain post-closing adjustments related to this transaction. Subsequent to its deconsolidation on August 1, 2016, the Company's retained interest in the APAC JV has been accounted for under the equity method.

During the year ended December 31, 2017, the Company recognized a non-cash other-than-temporary impairment charge of $280,066 on its investment in the APAC JV. This charge resulted from changes in its expectations for the joint venture based on continuing market research and assessments by both the Company and the APAC JV concerning the size of the addressable market available to the joint venture at attractive risk-adjusted returns. The Company estimated the fair value of its retained interest in the APAC JV with the assistance of an independent third party valuation firm based on information available to management as of December 31, 2017.

The Company's other equity method investments include 22 legal entities over which the Company has significant influence but in which it does not maintain a controlling financial interest. Almost all of these are U.S. partnerships in the form of limited liability companies. The Company's ownership interests in these partnerships vary, but typically range from 30% to 50%.

The total carrying amount of equity investments carried under the adjusted cost method measurement alternative at December 31, 2018 was $12,386. During 2018, there have been no meaningful impairments or other downward or upward valuation adjustments recognized on these investments.

11. Goodwill

Changes in the carrying value of goodwill by reportable segments were as follows:

	U.S. dialysis and related lab services	Other ancillary services and strategic initiatives	Consolidated total
Balance at December 31, 2016	$ 5,691,587	$ 323,788	$ 6,015,375
Acquisitions	485,434	131,598	617,032
Divestitures	(32,260)	(126)	(32,386)
Impairment charges	—	(36,196)	(36,196)
Foreign currency and other adjustments	—	46,454	46,454
Balance at December 31, 2017	$ 6,144,761	$ 465,518	$ 6,610,279
Acquisitions	130,574	147,774	278,348
Divestitures	(331)	(15,166)	(15,497)
Impairment charges	—	(3,106)	(3,106)
Foreign currency and other adjustments	—	(28,064)	(28,064)
Balance at December 31, 2018	$ 6,275,004	$ 566,956	$ 6,841,960
Goodwill	$ 6,275,004	$ 594,229	$ 6,869,233
Accumulated impairment charges	—	(27,273)	(27,273)
	$ 6,275,004	$ 566,956	$ 6,841,960

The Company elected to early adopt ASU No. 2017-04, *Intangibles-Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment* effective January 1, 2017. The amendments in this ASU simplify the test for goodwill impairment by eliminating the second step in the assessment. All goodwill impairment tests performed since adoption of this ASU were performed under this new guidance.

Each of the Company's operating segments described in Note 25 to these consolidated financial statements represents an individual reporting unit for goodwill impairment testing purposes and each sovereign jurisdiction within the Company's international operating segments is considered a separate reporting unit.

Within the U.S. dialysis and related lab services operating segment, the Company considers each of its dialysis centers to constitute an individual business for which discrete financial information is available. However, since these dialysis centers have similar operating and economic characteristics, and the allocation of resources and significant investment decisions concerning these businesses are highly centralized and the benefits broadly distributed, the Company has aggregated these centers and deemed them to constitute a single reporting unit.

The Company has applied a similar aggregation to the vascular access service centers in its vascular access services reporting unit, to the physician practices in its physician services reporting units, and to the dialysis centers and other health operations within each international reporting unit. For the Company's other operating segments, discrete business components below the operating segment level constitute individual reporting units.

During the year ended December 31, 2018, the Company performed annual and other impairment assessments for various reporting units. As a result of these assessments, the Company recognized a goodwill impairment charge of $3,106 at its German other health operations during the year ended December 31, 2018.

During the years ended December 31, 2017 and December 31, 2016 the Company recognized goodwill impairment charges of $34,696 and $28,415, respectively, at its vascular access reporting unit. These charges resulted primarily from changes in future governmental reimbursement rates for this business and the Company's then-evolving plans and expected ability to mitigate them. As of December 31, 2017, there was no goodwill remaining at the Company's vascular access reporting unit. The Company also recognized a goodwill impairment charge of $1,500 at one of its international reporting units during the year ended December 31, 2017.

Based on the most recent assessments, the Company determined that reductions in reimbursement rates, changes in actual or expected growth rates, or other significant adverse changes in expected future cash flows or valuation assumptions could result in goodwill impairment charges in the future for the following reporting units, which remain at risk of goodwill impairment as of December 31, 2018:

Reporting unit	Goodwill balance as of December 31, 2018	Carrying amount coverage[1]	Sensitivities	
			Operating income[2]	Discount rate[3]
Germany Kidney Care	$ 403,200	0.5%	(1.5)%	(10.3)%
Brazil Kidney Care	$ 39,452	9.8%	(2.5)%	(7.3)%
Germany other health operations	$ 12,646	8.1%	(2.2)%	(11.1)%

(1) Excess of estimated fair value of the reporting unit over its carrying amount as of the latest assessment date.

(2) Potential impact on estimated fair value of a sustained, long-term reduction of 3% in operating income as of the latest assessment date.

(3) Potential impact on estimated fair value of an increase in discount rates of 100 basis points as of the latest assessment date.

There were no major changes in the business, prospects, or expected future results of these reporting units from their latest assessment date through December 31, 2018.

Except as described above, none of the Company's other reporting units were considered at risk of significant goodwill impairment as of December 31, 2018. Since the dates of the Company's last annual goodwill impairment tests, there have been certain developments, events, changes in operating performance and other changes in key circumstances that have affected the Company's businesses. However, except as further described above, these did not cause management to believe it is more likely than not that the fair values of any of the Company's reporting units would be less than their respective carrying amounts as of December 31, 2018.

12. Other liabilities

Other liabilities were comprised of the following:

	December 31,	
	2018	2017
Payor refunds and retractions	$ 302,244	$ 292,370
Insurance and self-insurance accruals	58,569	64,924
Accrued interest	82,827	83,362
Accrued non-income tax liabilities	28,663	28,317
Other	123,547	110,032
	$ 595,850	$ 579,005

13. Income taxes

The Company accounts for income taxes under the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements. Under this method, deferred tax assets and liabilities are determined on the basis of the differences between the financial statement and tax basis of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse.

Income before income taxes from continuing operations consisted of the following:

	Year ended December 31,		
	2018	2017	2016
Domestic	$ 1,083,578	$ 1,725,822	$ 1,278,754
International	(35,100)	(326,036)	344,351
	$ 1,048,478	$ 1,399,786	$ 1,623,105

Income tax expense for continuing operations consisted of the following:

	Year ended December 31,		
	2018	2017	2016
Current:			
Federal	$ 140,064	$ 330,191	$ 322,940
State	32,990	47,228	44,525
International	7,557	3,422	1,928
Total current income tax	180,611	380,841	369,393
Deferred:			
Federal	52,034	(98,760)	88,412
State	21,096	37,347	(28,530)
International	4,659	4,431	2,486
Total deferred income tax	77,789	(56,982)	62,368
	$ 258,400	$ 323,859	$ 431,761

Income taxes are allocated between continuing and discontinued operations as follows:

	Year ended December 31,		
	2018	2017	2016
Continuing operations	$ 258,400	$ 323,859	$ 431,761
Discontinued operations	99,768	(364,856)	24,052
	$ 358,168	$ (40,997)	$ 455,813

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

	Year ended December 31,		
	2018	2017	2016
Federal income tax rate	21.0 %	35.0 %	35.0 %
State income taxes, net of federal benefit	4.1	3.7	2.6
Gain on APAC JV ownership changes	—	(0.2)	(9.9)
Political advocacy costs	2.3	—	—
APAC investment impairment	—	6.4	—
Impact of 2017 Tax Act	(0.1)	(20.5)	—
Other	1.9	2.0	1.8
Impact of noncontrolling interests primarily attributable to non-tax paying entities	(4.6)	(3.3)	(2.9)
Effective tax rate	24.6 %	23.1 %	26.6 %

On December 22, 2017, the President signed into law tax legislation known as the Tax Cuts and Jobs Act ("2017 Tax Act"). Consistent with Securities and Exchange Commission (SEC) Staff Accounting Bulletin No. 118, the Company completed its analysis of certain aspects of the 2017 Tax Act in the prior year and recorded provisional amounts for those items for which the accounting was not complete as of December 31, 2017. As of December 31, 2018, the Company has completed its analysis of these provisional items and recorded immaterial adjustments to the original estimates.

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

	December 31,	
	2018	2017
Receivables	$ 19,327	$ 19,705
Accrued liabilities	106,506	96,537
Net operating loss carryforwards	117,511	108,429
Other	36,712	37,794
Deferred tax assets	280,056	262,465
Valuation allowance	(70,474)	(61,282)
Net deferred tax assets	209,582	201,183
Intangible assets	(555,822)	(501,763)
Property and equipment	(118,008)	(100,376)
Investments in partnerships	(67,354)	(61,529)
Other	(30,934)	(23,762)
Deferred tax liabilities	(772,118)	(687,430)
Net deferred tax liabilities	$ (562,536)	$ (486,247)

At December 31, 2018, the Company had federal net operating loss carryforwards of approximately $124,935 that expire through 2037, although a substantial amount expire by 2028. The Company also had state net operating loss carryforwards of $459,558 that expire through 2038 and international net operating loss carryforwards of $186,757, some of which have an indefinite life. The utilization of a portion of these losses may be limited in future years based on the profitability of certain entities. The net increase of $9,192 in the valuation allowance is primarily due to newly created net operating loss carryforwards in state and foreign jurisdictions that the Company does not anticipate being able to utilize.

The Company's foreign earnings continue to be indefinitely reinvested as of December 31, 2018. As a result of the passage of the 2017 Tax Act, the Company does not expect such earnings to be taxable if remitted.

Unrecognized tax benefits

A reconciliation of the beginning and ending liability for unrecognized tax benefits that do not meet the more-likely-than-not threshold is as follows:

	Year ended December 31,	
	2018	2017
Beginning balance	$ 32,776	$ 24,066
Additions for tax positions related to current year	6,111	7,606
Additions for tax positions related to prior years	4,134	804
Reductions related to lapse of applicable statute	(338)	(1,380)
Impact of 2017 Tax Act	—	3,731
Reductions related to settlements with taxing authorities	(2,301)	(2,051)
Ending balance	$ 40,382	$ 32,776

As of December 31, 2018, the Company's total liability for unrecognized tax benefits relating to tax positions that do not meet the more-likely-than-not threshold is $40,382, of which $37,538 would impact the Company's effective tax rate if recognized. This balance represents an increase of $7,606 from the December 31, 2017 balance of $32,776, primarily due to additions for tax positions related to the current year.

The Company recognizes accrued interest and penalties related to unrecognized tax benefits in income tax expense. At December 31, 2018 and 2017, the Company had approximately $9,019 and $4,195, respectively, accrued for interest and penalties related to unrecognized tax benefits, net of federal tax benefit.

The Company and its subsidiaries file U.S. federal and state income tax returns and various foreign income tax returns. The Company is no longer subject to U.S. federal and state examinations by tax authorities for years before 2014 and 2009, respectively. In addition to being under audit in various state and local tax jurisdictions, the Company's federal tax returns are under audit by the Internal Revenue Service for the years 2014-2016.

14. Long-term debt

Long-term debt was comprised of the following:

	December 31,			
	2018	2017	Interest rate	Maturity date
Senior Secured Credit Facilities:				
Term Loan A	$ 675,000	$ 775,000	2.00% + LIBOR	6/24/2019
Term Loan A-2	995,000	—	1.00% + LIBOR	6/24/2019
Term Loan B	3,342,500	3,377,500	2.75% + LIBOR[2]	6/24/2021
Revolver	175,000	300,000	2.00% + LIBOR	6/24/2019
Senior Notes:				
5 3/4% Senior Notes	1,250,000	1,250,000	5.75%	8/15/2022
5 1/8% Senior Notes	1,750,000	1,750,000	5.125%	7/15/2024
5% Senior Notes	1,500,000	1,500,000	5%	5/1/2025
Acquisition obligations and other notes payable[1]	183,979	150,512	6.24%	2019-2025
Capital lease obligations[1]	282,737	297,170	5.49%	2019-2036
Total debt principal outstanding	10,154,216	9,400,182		
Discount and deferred financing costs	(52,000)	(63,951)		
	10,102,216	9,336,231		
Less current portion	(1,929,369)	(178,213)		
	$ 8,172,847	$ 9,158,018		

(1) For acquisition obligations and other notes payable and capital lease obligations, the interest rate is the weighted average interest rate as of December 31, 2018 and the maturity date is the range of maturity dates as of December 31, 2018.

(2) Term Loan B has a floor of 0.75%.

Scheduled maturities of long-term debt at December 31, 2018 were as follows:

2019	$	1,929,369
2020		80,016
2021		3,314,149
2022		1,291,472
2023		37,881
Thereafter	$	3,501,329

During the year ended December 31, 2018, the Company made mandatory principal payments under its senior secured credit facilities totaling $100,000 on Term Loan A and $35,000 on Term Loan B.

Term Loans

On March 29, 2018, the Company entered into an Increase Joinder No. 1 (Increase Joinder Agreement) under its existing senior secured credit facilities. Pursuant to this Increase Joinder Agreement, the Company entered into an additional $995,000 Term Loan A-2.

Total outstanding borrowings under Term Loan A, Term Loan A-2 and Term Loan B consist of various individual tranches that can range in maturity from one month to twelve months (currently all tranches are one month in duration). For Term Loan A, Term Loan A-2 and Term Loan B, each tranche bears interest at a London Interbank Offered Rate (LIBOR) that is determined by the duration of such tranche plus an interest rate margin. The LIBOR variable component of the interest rate for each tranche is reset as such tranche matures and a new tranche is established. At December 31, 2018, the overall weighted average interest rate for Term Loan A, Term Loan A-2 and Term Loan B was determined based upon the LIBOR interest rates in effect for all of the individual tranches plus their respective interest rate margins noted in the table above.

The Company maintains several interest rate cap agreements that have the economic effect of capping the LIBOR variable component of the Company's interest rate at a maximum of 3.50% on $3,500,000 of outstanding principal debt, including all of Term Loan B and part of Term Loan A. However, the remaining $517,500 outstanding principal balance of Term Loan A and the entire outstanding balance on Term Loan A-2 would still be subject to LIBOR-based interest rate volatility. See below for further details. The Company is restricted from paying dividends under the terms of its senior secured credit facilities.

Revolving lines of credit

As of December 31, 2018, the Company has $175,000 drawn on its $1,000,000 revolving line of credit under its senior secured credit facilities, in addition to approximately $14,155 committed for outstanding letters of credit. The Company also has approximately $22,621 of additional outstanding letters of credit under a separate bilateral secured letter of credit facility, and $211 of committed outstanding letters of credit which are backed by a certificate of deposit.

Senior Notes

The Senior Notes are unsecured obligations, rank equally in right of payment with the Company's existing and future unsecured senior indebtedness, are guaranteed by substantially all of the Company's direct and indirect wholly-owned domestic subsidiaries, and require semi-annual interest payments. The Company may redeem some or all of the Senior Notes at any time on or after certain specific dates and at certain specific redemption prices as outlined in each senior note agreement. Interest rates on the Senior Notes are fixed by their terms, and the Company is restricted from paying dividends under the indentures governing its Senior Notes.

Interest rate cap and swap agreements

As of December 31, 2018, the Company maintains several interest rate cap agreements as a means of hedging its exposure to and volatility from variable-based interest rate changes as part of its overall interest rate risk management strategy. These agreements are not held for trading or speculative purposes and had the economic effect of capping the Company's maximum exposure to LIBOR variable interest rate changes on specific portions of the Company's floating rate debt, as described below. These cap agreements are also designated as cash flow hedges and, as a result, changes in the fair values of these cap agreements are reported in other comprehensive income. The amortization of the original cap premium is recognized as a component of debt expense on a straight-line basis over the term of the cap agreements. These cap agreements do not contain credit-risk contingent features.

The Company's current interest rate cap agreements were entered into in October 2015 with notional amounts totaling $3,500,000. These cap agreements became effective June 29, 2018, have the economic effect of capping the LIBOR variable component of the Company's interest rate at a maximum of 3.50% on an equivalent amount of the Company's debt, and will expire on June 30, 2020. As of December 31, 2018, the total fair value of these cap agreements was an asset of approximately $851. During the year ended December 31, 2018, the Company recognized debt expense of $4,327 from these cap agreements and recorded a loss of $181 in other comprehensive income due to a decrease in the unrealized fair value of these cap agreements.

Previously, the Company maintained other interest rate cap agreements that were entered into in November 2014 with notional amounts also totaling $3,500,000. These cap agreements had the economic effect of capping the LIBOR variable component of the Company's interest rate at a maximum of 3.50% on an equivalent amount of the Company's debt and expired on June 30, 2018. During the year ended 2018, the Company recognized debt expense of $4,140 from these cap agreements and recorded an immaterial loss in other comprehensive income due to a decrease in the unrealized fair value of these cap agreements through expiration.

The following table summarizes the Company's derivative instruments as of December 31, 2018 and 2017:

		Fair value	
Derivatives designated as hedging instruments	**Balance sheet location**	**December 31, 2018**	**December 31, 2017**
Interest rate cap agreements	Other long-term assets	$ 851	$ 1,032

The following table summarizes the effects of the Company's interest rate cap and swap agreements for the years ended December 31, 2018, 2017 and 2016:

	Amount of unrealized losses in OCI on interest rate cap and swap agreements				Amount of losses reclassified from accumulated OCI into income		
	Year ended December 31,				Year ended December 31,		
Derivatives designated as cash flow hedges	**2018**	**2017**	**2016**	**Location of losses**	**2018**	**2017**	**2016**
Interest rate cap agreements	$ (181)	$ (8,897)	$ (5,198)	Debt expense	$ 8,466	$ 8,278	$ 3,899
Interest rate swap agreements	—	—	(815)	Debt expense	—	—	299
Tax benefit	48	3,460	2,343	Tax expense	(2,180)	(3,220)	(1,632)
Total	$ (133)	$ (5,437)	$ (3,670)		$ 6,286	$ 5,058	$ 2,566

The Company's overall weighted average effective interest rate on the senior secured credit facilities at the end of 2018 was 5.11%, based upon the current margins in effect as of December 31, 2018.

The Company's overall weighted average effective interest rate during the year ended December 31, 2018 was 4.96% and as of December 31, 2018 was 5.19%.

Debt expense

Debt expense consisted of interest expense of $461,897, $406,341 and $394,013 and the amortization and accretion of debt discounts and premiums, amortization of deferred financing costs and the amortization of interest rate cap agreements of

$25,538, $24,293 and $20,103 for 2018, 2017 and 2016, respectively. These interest expense amounts are net of capitalized interest.

15. Leases

The majority of the Company's facilities are leased under non-cancellable operating leases ranging in terms from five years to 15 years and which contain renewal options of five years to ten years at the fair rental value at the time of renewal. The Company's leases are generally subject to periodic consumer price index increases or contain fixed escalation clauses. The Company also leases certain facilities and equipment under capital leases.

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

	Operating leases	Capital leases
2019	$ 483,488	$ 36,754
2020	462,154	41,044
2021	432,950	34,026
2022	395,462	33,690
2023	349,649	33,845
Thereafter	1,589,949	194,611
	$ 3,713,652	373,970
Less portion representing interest		(91,233)
Total capital lease obligations, including current portion		$ 282,737

Rent expense under all operating leases for 2018, 2017, and 2016 was $596,117, $530,748 and $478,531, respectively. Rent expense is recorded on a straight-line basis over the term of the lease for leases that contain fixed escalation clauses or include abatement provisions. Leasehold improvement incentives are deferred and amortized to rent expense over the term of the lease. The net book value of property and equipment under capital leases was $235,194 and $257,772 at December 31, 2018 and 2017, respectively. Capital lease obligations are included in long-term debt. See Note 14 to these consolidated financial statements.

16. Employee benefit plans

The Company has a 401(k) retirement savings plan for substantially all of its Kidney Care employees which has been established pursuant to the applicable provisions of the Internal Revenue Code (IRC). The plan allows for employees to contribute a percentage of their base annual salaries on a tax-deferred basis not to exceed IRC limitations. Beginning in 2018, the Company implemented a 401(k) matching program under which the Company matches 50% of the employee's contribution up to 6% of the employee's salary, subject to certain limitations. The matching contributions are subject to certain eligibility and vesting conditions. For the year ended December 31, 2018, the Company accrued matching contributions totaling approximately $67,807. Prior to 2018, the Company did not provide matching contributions in connection with the 401(k) savings plan for its Kidney Care employees.

The Company also maintains a voluntary compensation deferral plan, the Deferred Compensation Plan, as well as other legacy deferral plans. The Deferred Compensation Plan plan is non-qualified and permits certain employees whose annualized base salary equals or exceeds a minimum annual threshold amount as set by the Company to elect to defer all or a portion of their annual bonus payment and up to 50% of their base salary into a deferral account maintained by the Company. Total contributions to this plan in 2018, 2017 and 2016 were $3,090, $4,497 and $5,344, respectively. Deferred amounts are generally paid out in cash at the participant's election either in the first or second year following retirement or in a specified future period at least three to four years after the deferral election was effective. During 2018, 2017 and 2016 the Company distributed $4,652, $2,789 and $1,065, respectively, to participants from its deferred compensation plans. Participants are credited with their proportional amount of annual earnings from the plans. The assets of these plans are held in rabbi trusts and as such are subject to the claims of the Company's general creditors in the event of its bankruptcy. As of December 31, 2018 and 2017, the total fair value of assets held in these plans' trusts was $36,124 and $38,895, respectively. The assets of these plans are recorded at fair value with changes in fair value recorded in other comprehensive income prior to 2018 and recognized in "Other income, net" since January 1, 2018. Any fair value changes to the corresponding liability balance are recorded as compensation expense. See Note 5 to these consolidated financial statements.

Most of the Company's outstanding employee stock plan awards include a provision accelerating the vesting of the award in the event of a change of control. The Company also maintains a change of control protection program for its employees who do not have a significant number of stock awards, which has been in place since 2001, and which provides for cash bonuses to employees in the event of a change of control. Based on the market price of the Company's common stock and shares outstanding at December 31, 2018, these cash bonuses would total approximately $336,530 if a change of control transaction occurred at that price and the Company's Board of Directors did not modify the program. This amount has not been accrued at December 31, 2018, and would only be accrued upon a change of control. These change of control provisions may affect the price an acquirer would be willing to pay for the Company.

17. Contingencies

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

The Company operates in a highly regulated industry and is a party to various lawsuits, claims, *qui tam* suits, governmental investigations and audits (including investigations resulting from its obligation to self-report suspected violations of law) and other legal proceedings. The Company records accruals for certain legal proceedings and regulatory matters to the extent that the Company determines an unfavorable outcome is probable and the amount of the loss can be reasonably estimated. As of December 31, 2018, and December 31, 2017, the Company's total recorded accruals, including DMG, with respect to legal proceedings and regulatory matters, net of anticipated third party recoveries, were immaterial. While these accruals reflect the Company's best estimate of the probable loss for those matters as of the dates of those accruals, the recorded amounts may differ materially from the actual amount of the losses for those matters, and any anticipated third party recoveries for any such losses may not ultimately be recoverable. Additionally, in some cases, no estimate of the possible loss or range of loss in excess of amounts accrued, if any, can be made because of the inherently unpredictable nature of legal proceedings and regulatory matters, which also may be impacted by various factors, including that they may involve indeterminate claims for monetary damages or may involve fines, penalties or non-monetary remedies; present novel legal theories or legal uncertainties; involve disputed facts; represent a shift in regulatory policy; are in the early stages of the proceedings; or result in a change of business practices. Further, there may be various levels of judicial review available to the Company in connection with any such proceeding.

The following is a description of certain lawsuits, claims, governmental investigations and audits and other legal proceedings to which the Company is subject.

Inquiries by the Federal Government and Certain Related Civil Proceedings

2016 U.S. Attorney Texas Investigation: In early February 2016, the Company announced that its pharmacy services' wholly-owned subsidiary, DaVita Rx, LLC (DaVita Rx), received a Civil Investigative Demand (CID) from the U.S. Attorney's Office, Northern District of Texas. The government is conducting a federal False Claims Act (FCA) investigation concerning allegations that DaVita Rx presented or caused to be presented false claims for payment to the government for prescription medications, as well as an investigation into the Company's relationships with pharmaceutical manufacturers. The CID covers the period from January 1, 2006 through the present. In connection with the Company's ongoing efforts working with the government, the Company learned that a *qui tam* complaint had been filed covering some of the issues in the CID and practices that had been identified by the Company in a self-disclosure filed with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services (HHS) in February 2016. In December 2017, the Company finalized and executed a settlement agreement with the government and relators in the *qui tam* matter that included total monetary consideration of $63,700, as previously disclosed, of which $41,500 was an incremental cash payment and $22,200 was for amounts previously refunded, and all of which was previously accrued. The government's investigation into certain of the Company's relationships with pharmaceutical manufacturers is ongoing, and in July 2018 the OIG served the Company with a subpoena seeking additional documents and information relating to those relationships. The Company is continuing to cooperate with the government in this investigation.

2017 U.S. Attorney Massachusetts Investigation: In January 2017, the Company was served with an administrative subpoena for records by the U.S. Attorney's Office, District of Massachusetts, relating to an investigation into possible federal

health care offenses. The subpoena covers the period from January 1, 2007 through the present, and seeks documents relevant to charitable patient assistance organizations, particularly the American Kidney Fund, including documents related to efforts to provide patients with information concerning the availability of charitable assistance. The Company is continuing to cooperate with the government in this investigation.

2017 U.S. Attorney Colorado Investigation: In November 2017, the U.S. Attorney's Office, District of Colorado informed the Company of an investigation it was conducting into possible federal health care offenses involving DaVita Kidney Care, as well as several of the Company's wholly-owned subsidiaries, including DMG, DaVita Rx, DaVita Laboratory Services, Inc. (DaVita Labs), and RMS Lifeline Inc. (Lifeline). In August 2018, the Company received a CID from the U.S. Attorney's Office. The CID was issued pursuant to the FCA and covers the period from January 2005 through the present. In connection with the resolution of the *2015 U.S. OIG Medicare Advantage Civil Investigation* referred to below, the Company resolved possible claims relating to DMG in this investigation. The Company is continuing to cooperate with the government in this investigation.

2017 U.S. Attorney Florida Investigation: In November 2017, the U.S. Attorney's Office, Southern District of Florida informed the Company of an investigation it was conducting into possible federal healthcare offenses involving the Company's wholly-owned subsidiary, Lifeline. The Company is continuing to cooperate with the government in this investigation.

2018 U.S. Attorney Florida Investigation: In March 2018, DaVita Labs received two CIDs from the U.S. Attorney's Office, Middle District of Florida that were identical in nature but directed to the two different labs. According to the face of the CIDs, the U.S. Attorney's Office is conducting an investigation as to whether the Company's subsidiary submitted claims for blood, urine, and fecal testing, where there were insufficient test validation or stability studies to ensure accurate results, in violation of the FCA. In October 2018, DaVita Labs received a subpoena from the OIG in connection with this matter requesting certain patient records linked to clinical laboratory tests. The Company is continuing to cooperate with the government in this investigation.

* * *

Although the Company cannot predict whether or when proceedings might be initiated or when these matters may be resolved (other than as may be described above), it is not unusual for inquiries such as these to continue for a considerable period of time through the various phases of document and witness requests and on-going discussions with regulators and to develop over the course of time. In addition to the inquiries and proceedings specifically identified above, the Company frequently is subject to other inquiries by state or federal government agencies and/or private civil *qui tam* complaints filed by relators. Negative findings or terms and conditions that the Company might agree to accept as part of a negotiated resolution of pending or future government inquiries or relator proceedings could result in, among other things, substantial financial penalties or awards against the Company, substantial payments made by the Company, harm to the Company's reputation, required changes to the Company's business practices, exclusion from future participation in the Medicare, Medicaid and other federal health care programs and, if criminal proceedings were initiated against the Company, possible criminal penalties, any of which could have a material adverse effect on the Company.

Shareholder and Derivative Claims

Peace Officers' Annuity and Benefit Fund of Georgia Securities Class Action Civil Suit: On February 1, 2017, the Peace Officers' Annuity and Benefit Fund of Georgia filed a putative federal securities class action complaint in the U.S. District Court for the District of Colorado against the Company and certain executives. The complaint covers the time period of August 2015 to October 2016 and alleges, generally, that the Company and its executives violated federal securities laws concerning the Company's financial results and revenue derived from patients who received charitable premium assistance from an industry-funded non-profit organization. The complaint further alleges that the process by which patients obtained commercial insurance and received charitable premium assistance was improper and "created a false impression of DaVita's business and operational status and future growth prospects." In November 2017, the court appointed the lead plaintiff and an amended complaint was filed on January 12, 2018. On March 27, 2018, the Company and various individual defendants filed a motion to dismiss. Briefing on the motion is complete. The plaintiffs filed an opposition to the motion to dismiss on June 6, 2018. The Company filed a reply in support of the motion on July 19, 2018. The Company disputes these allegations and intends to defend this action accordingly.

In re DaVita Inc. Stockholder Derivative Litigation: On August 15, 2017, the U.S. District Court for the District of Delaware consolidated three previously disclosed shareholder derivative lawsuits: the Blackburn Shareholder action filed on February 10, 2017, the Gabilondo Shareholder action filed on May 30, 2017, and the City of Warren Police and Fire Retirement

System Shareholder action filed on June 9, 2017. The complaint covers the time period from 2015 to present and alleges, generally, breach of fiduciary duty, unjust enrichment, abuse of control, gross mismanagement, corporate waste, and misrepresentations and/or failures to disclose certain information in violation of the federal securities laws in connection with an alleged practice to direct patients with government-subsidized health insurance into private health insurance plans to maximize the Company's profits. An amended complaint was filed in September 2017, and on December 18, 2017, the Company filed a motion to dismiss and a motion to stay proceedings in the alternative. The plaintiffs filed an opposition to the motion to dismiss on March 9, 2018. On June 25, 2018, the U.S. District Court for the District of Delaware granted the Company's motion to stay proceedings and stayed the case until January 7, 2019, the date of the next status conference. During the status conference on January 7, 2019 the court further extended the stay until February 8, 2019. The parties submitted a proposed scheduling order on that date. The Company asked the Court to rule on the fully-briefed motion to dismiss before opening discovery. The Company disputes these allegations and intends to defend this action accordingly.

Other Proceedings

In addition to the foregoing, from time to time the Company is subject to other lawsuits, demands, claims, governmental investigations and audits and legal proceedings that arise due to the nature of its business, including contractual disputes, such as with payors, suppliers and others, employee-related matters and professional and general liability claims. From time to time, the Company also initiates litigation or other legal proceedings as a plaintiff arising out of contracts or other matters.

Resolved Matters

2011 Suit against the U.S. Department of Veterans Affairs: As previously disclosed, the Company had a pending lawsuit in the U.S. Court of Federal Claims against the federal government which was originally filed in May 2011. The lawsuit related to the U.S. Department of Veterans Affairs (VA) underpayment of dialysis services the Company provided from 2005 through 2011 to veterans pursuant to VA regulations. In the first quarter of 2017, the Company received a payment of $538,000 related to the settlement with the VA. The Company's consolidated entities recognized a net gain of $527,000 on this settlement. The Company's nonconsolidated and managed entities recognized a gain of $9,000, of which the Company's equity investment share was $3,000. The net effect was a net increase of $530,000 to the Company's operating income.

2015 OIG Medicare Advantage Civil Investigation: In March 2015, JSA HealthCare Corporation (JSA), a subsidiary of DMG, received a subpoena from the OIG requesting documents and information for the period from January 1, 2008 through December 31, 2013, for certain MA plans for which JSA provided services. It also requested information regarding JSA's communications about patient diagnoses as they related to certain MA plans generally, and more specifically as related to two Florida physicians with whom JSA previously contracted.

In addition to the subpoena described above, in June 2015, the Company received a civil subpoena from the OIG seeking production of a wide range of documents relating to the Company's and its subsidiaries' (including DMG and its subsidiary JSA) provision of services to MA plans and related patient diagnosis coding and risk adjustment submissions and payments. The Company believes that the request was part of a broader industry investigation into MA patient diagnosis coding and risk adjustment practices and potential overpayments by the government. The information requested included information related to patient diagnosis coding practices for a number of conditions, including potentially improper historical DMG coding for a particular condition. With respect to that condition, the guidance related to that coding issue was discontinued following the Company's November 1, 2012, acquisition of HealthCare Partners (now known as the Company's DMG business), and the Company notified Centers for Medicare and Medicaid Services (CMS) in April 2015 of the coding practice and potential overpayments. In that regard, the Company identified certain additional coding practices which may have been problematic, some of which were the subject of the previously disclosed and dismissed *Swoben Private Civil Suit*.

The Company entered into a settlement agreement with the DOJ and OIG to resolve these matters on September 28, 2018. As previously disclosed, an escrow established in connection with the Company's acquisition of HealthCare Partners in 2012 held back a portion of the purchase price to the prior owners of HealthCare Partners as security for the indemnification rights of the Company. The settlement amount of $270,000 was paid with these escrowed funds.

White, Kathleen, et al. v. DaVita Healthcare Partners, Inc., Civil Action No. 15-cv-2106, U.S. District Court for the District of Colorado: Three actions (Menchaca v. DaVita Healthcare Partners, Inc., Saldana v. DaVita Healthcare Partners, Inc. and Hardin v. DaVita Healthcare Partners, Inc.) were consolidated in December 2016 into one action in U.S. District Court for the District of Colorado. In all three actions, the plaintiffs brought claims for wrongful death based on allegations related to Granuflo®, a product used as a component of the dialysis process. The Menchaca and Saldana actions arose out of the treatment of patients in California, while the Hardin action arose out of the treatment of a patient in Illinois. On June 27, 2018,

the jury returned a verdict in favor of the plaintiffs, collectively awarding $8,500 in compensatory damages and $375,000 in punitive damages. Judgment on this verdict was not entered. In November 2018, the parties settled all three of the consolidated actions collectively for $25,500, and all three cases were dismissed with prejudice. One of the Company's insurance carriers paid $9,200 of the settlement. The Company believes it is probable that it will be able to recover the remainder of the settlement amount from other insurers, indemnitors, and the like; however, the Company can make no assurances that it will recover the full amount.

* * *

Other than as described above, the Company cannot predict the ultimate outcomes of the various legal proceedings and regulatory matters to which the Company is or may be subject from time to time, including those described in this Note 17 to these consolidated financial statements, or the timing of their resolution or the ultimate losses or impact of developments in those matters, which could have a material adverse effect on the Company's revenues, earnings and cash flows. Further, any legal proceedings or regulatory matters involving the Company, whether meritorious or not, are time consuming, and often require management's attention and result in significant legal expense, and may result in the diversion of significant operational resources, or otherwise harm the Company's business, results of operations, financial condition, cash flows or reputation.

18. Noncontrolling interests subject to put provisions and other commitments

Noncontrolling interests subject to put provisions

The Company has potential obligations to purchase the equity interests held by third parties in several of its majority-owned joint ventures and other nonconsolidated entities. These obligations are in the form of put provisions that are exercisable at the third-party owners' discretion within specified periods as outlined in each specific put provision. If these put provisions were exercised, the Company would be required to purchase the third-party owners' equity interests at either the appraised fair market value or a predetermined multiple of earnings or cash flows attributable to the equity interests put to the Company, which is intended to approximate fair value. The methodology the Company uses to estimate the fair values of noncontrolling interests subject to put provisions assumes the higher of either a liquidation value of net assets or an average multiple of earnings, based on historical earnings, patient mix and other performance indicators that can affect future results, as well as other factors. The estimated fair values of noncontrolling interests subject to put provisions are a critical accounting estimate that involves significant judgments and assumptions and may not be indicative of the actual values at which the noncontrolling interests may ultimately be settled, which could vary significantly from the Company's current estimates. The estimated fair values of noncontrolling interests subject to put provisions can fluctuate and the implicit multiple of earnings at which these noncontrolling interests obligations may be settled will vary significantly depending upon market conditions including potential purchasers' access to the capital markets, which can impact the level of competition for dialysis and non-dialysis related businesses, the economic performance of these businesses and the restricted marketability of the third-party owners' equity interests. The amount of noncontrolling interests subject to put provisions that employ a contractually predetermined multiple of earnings rather than fair value is immaterial.

The Company has certain other potential commitments to provide operating capital to a number of dialysis centers that are wholly-owned by third parties or businesses in which the Company owns a noncontrolling equity interest as well as to physician-owned vascular access clinics or medical practices that the Company operates under management and administrative service agreements of approximately $4,675.

Certain consolidated joint ventures are originally contractually scheduled to dissolve after terms ranging from ten years to 50 years. While noncontrolling interests in these limited life entities qualify as mandatorily redeemable financial instruments, they are subject to a classification and measurement scope exception from the accounting guidance generally applicable to other mandatorily redeemable financial instruments. Future distributions upon dissolution of these entities would be valued below the related noncontrolling interest carrying balances in the consolidated balance sheet.

Other commitments

In 2017, the Company entered into a Sourcing and Supply Agreement with Amgen USA Inc. (Amgen) that expires on December 31, 2022. Under the terms of the agreement, the Company will purchase EPO in amounts necessary to meet no less than 90% of its requirements for erythropoiesis-stimulating agents (ESAs) through the expiration of the contract from Amgen. The actual amount of EPO that the Company will purchase will depend upon the amount of EPO administered during dialysis as prescribed by physicians and the overall number of patients that the Company serves.

The Company has an agreement with Fresenius Medical Care (FMC) to purchase a certain amount of dialysis equipment, parts and supplies from FMC, which was extended through December 31, 2020. During 2018, 2017 and 2016, the Company purchased $182,446, $176,212 and $164,766, respectively, of certain equipment, parts and supplies from FMC.

The Company also has an agreement with Baxter Healthcare Corporation (Baxter) that commits the Company to purchase a certain amount of peritoneal dialysis supplies at fixed prices through 2022. During 2018, 2017 and 2016, the Company purchased $162,858, $166,764 and $162,109 of peritoneal dialysis supplies from Baxter under this agreement.

Other than operating leases disclosed in Note 15 to these consolidated financial statements, the letters of credit disclosed in Note 14 to these consolidated financial statements, and the arrangements as described above, the Company has no off balance sheet financing arrangements as of December 31, 2018.

19. Long-term incentive compensation and shareholders' equity

Long-term incentive compensation

Long-term incentive program (LTIP) compensation includes both stock-based awards (principally stock-settled stock appreciation rights, restricted stock units and performance stock units) as well as long-term performance-based cash awards. Long-term incentive compensation expense, which was primarily general and administrative in nature, was attributed to the Company's U.S. dialysis and related lab services business, corporate administrative support, and the ancillary services and strategic initiatives.

The Company's stock-based compensation expense for stock-settled awards is measured at the estimated fair value of awards on the date of grant and recognized on a cumulative straight-line basis over the vesting terms of the awards unless the stock awards are based on non-market based performance metrics, in which case expense is adjusted for expected ultimate payouts as of the end of each reporting period. Stock-based compensation expense for cash-settled awards is based on the estimated fair values as of the end of each reporting period. The expense for all stock-based awards is recognized net of expected forfeitures.

Stock-based compensation to be settled in shares is recorded to the Company's shareholders' contributed capital, while stock-based compensation to be settled in cash is recorded to a liability. Shares issued upon exercise of stock awards are issued from authorized but unissued shares.

Long-term incentive compensation plans

The Company's 2011 Incentive Award Plan (the 2011 Plan) is the Company's omnibus equity compensation plan and provides for grants of stock-based awards to employees, directors and other individuals providing services to the Company, except that incentive stock options may only be awarded to employees. The 2011 Plan authorizes the Company to award stock options, stock appreciation rights, restricted stock units, restricted stock, and other stock-based or performance-based awards, and is designed to enable the Company to grant equity and cash awards that qualified as performance-based compensation under Section 162(m) of the Internal Revenue Code for tax years 2017 and prior. The 2011 Plan mandates a maximum award term of five years and stipulates that stock appreciation rights and stock options be granted with prices not less than fair market value on the date of grant. The 2011 Plan also requires that full value share awards such as restricted stock units reduce shares available under the 2011 Plan at a ratio of 3.5:1. The Company's nonqualified stock appreciation rights and stock units awarded under the 2011 Plan generally vest over 36 months to 48 months from the date of grant. At December 31, 2018, there were 6,162,797 stock-settled stock appreciation rights, 1,860,475 stock-settled stock units, 23,000 cash-settled stock appreciation rights and 1,600 cash-settled stock units outstanding, and 23,091,764 shares available for future grants, under the 2011 Plan.

A combined summary of the status of the Company's stock-settled awards under the 2011 Plan, including base shares for stock-settled stock appreciation rights (SSARs) and stock-settled stock unit awards is as follows:

	Year ended December 31, 2018				
	Stock appreciation rights			Stock units	
	Awards	Weighted average exercise price	Weighted average remaining contractual life	Awards	Weighted average remaining contractual life
Outstanding at beginning of year	6,648,199	$ 67.92		1,075,572	
Granted	1,902,652	$ 66.54		1,101,388	
Exercised	(2,059,872)	$ 60.34		(165,543)	
Canceled	(328,182)	$ 70.44		(150,942)	
Outstanding at end of period	6,162,797	$ 69.90	2.9	1,860,475	2.2
Exercisable at end of period	1,422,529	$ 73.39	0.9	—	—
Weighted-average fair value of grants					
2018	$ 16.24			$ 66.23	
2017	$ 14.51			$ 65.73	
2016	$ 13.74			$ 70.99	

Range of SSARs base prices	Awards Outstanding	Weighted average exercise price	Awards exercisable	Weighted average exercise price
$50.01–$60.00	131,470	$ 57.90	—	$ —
$60.01–$70.00	4,083,162	$ 66.66	757,237	$ 68.96
$70.01–$80.00	1,351,997	$ 74.78	346,316	$ 73.81
$80.01–$90.00	596,168	$ 83.60	318,976	$ 83.47
Total	6,162,797	$ 69.90	1,422,529	$ 73.39

The Company did not grant any cash-settled stock-based awards during 2018. Liability-classified stock-based awards contributed $(20), $114 and $376 to stock-based compensation expense for the years ended December 31, 2018, 2017 and 2016, respectively. As of December 31, 2018, the Company had 24,600 liability-classified stock-based awards outstanding, none of which were vested, and a total stock-based compensation liability balance of $79.

For the years ended December 31, 2018, 2017, and 2016, the aggregate intrinsic value of stock-based awards exercised was $31,045, $34,895 and $73,944, respectively. At December 31, 2018, the aggregate intrinsic value of stock-based awards outstanding was $95,822 and the aggregate intrinsic value of stock awards exercisable was zero.

Estimated fair value of stock-based compensation awards

The Company has estimated the grant-date fair value of stock-settled stock appreciation rights awards using the Black-Scholes-Merton valuation model and stock-settled stock unit awards at intrinsic value on the date of grant, except for portions of the Company's performance stock unit awards for which a Monte Carlo simulation was used to estimate the grant-date fair value. The following assumptions were used in estimating these values and determining the related stock-based compensation expense attributable to the current period:

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

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

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

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

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

	Year ended December 31,		
	2018	2017	2016
Expected term	4.2	4.2	4.2
Expected volatility	23.8%	23.9%	21.0%
Expected dividend yield	—%	—%	—%
Risk-free interest rate	2.9%	1.7%	1.0%

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

Employee stock purchase plan

The Employee Stock Purchase Plan entitles qualifying employees to purchase up to $25 of the Company's common stock during each calendar year. The amounts used to purchase stock are accumulated through payroll withholdings or through optional lump sum payments made in advance of the first day of the purchase right period. This compensatory plan allows employees to purchase stock for the lesser of 100% of its fair market value on the first day of the purchase right period or 85% of its fair market value on the last day of the purchase right period. Purchase right periods begin on January 1 and July 1, and end on December 31. Contributions used to purchase the Company's common stock under this plan for the 2018, 2017 and 2016 participation periods were $17,398, $22,131 and $23,902, respectively. Shares purchased pursuant to the plan's 2018, 2017 and 2016 participation periods were 397,749, 360,368 and 438,002, respectively. At December 31, 2018, there were 6,726,278 shares remaining available for future grants under this plan.

The fair value of participants' purchase rights was estimated as of the beginning dates of the purchase right periods using the Black-Scholes-Merton valuation model with the following weighted average assumptions for purchase right periods in 2018, 2017 and 2016, respectively: expected volatility of 24%, 23% and 22%; risk-free interest rate of 1.9%, 1.3% and 0.8%, and no dividends. Using these assumptions, the weighted average estimated fair value of these purchase rights was $17.45, $15.19 and $16.73 for 2018, 2017 and 2016, respectively.

Long-term incentive compensation expense and proceeds

For the years ended December 31, 2018, 2017 and 2016, the Company recognized $85,759, $61,978 and $64,956, respectively, in total long-term incentive program (LTIP) expense, of which $73,582, $34,431 and $34,530, respectively, was stock-based compensation expense for stock appreciation rights, stock units and discounted employee stock plan purchases, which are primarily included in general and administrative expenses. The estimated tax benefits recorded for stock-based compensation in 2018, 2017 and 2016 were $13,591, $7,717 and $12,731, respectively. As of December 31, 2018, there was $99,935 total estimated unrecognized compensation expense for outstanding LTIP awards, including $88,596 related to stock-based compensation arrangements under the Company's equity compensation and stock purchase plans. The Company expects to recognize the performance-based cash component of this LTIP expense over a weighted average remaining period of 0.8 years and the stock-based component of this LTIP expense over a weighted average remaining period of 1.5 years.

During the year ended December 31, 2018, the Company adopted a retirement policy (Rule of 65 policy). The Rule of 65 policy generally provides that Section 16 executive officers that are a minimum age of 55 with five years of continuous service with the Company receive certain benefits with respect to their outstanding equity awards upon a qualifying retirement if the

sum of their age plus years of service is greater than or equal to 65. These benefits generally include accelerated vesting of restricted stock unit awards, continued vesting of stock-settled stock appreciation rights and performance stock unit awards and an exercise window from the original vest date through the original expiration date regardless of continued employment, with pro rata vesting for a Rule of 65 retirement within one year of the award grant date. The adoption of the Rule of 65 policy resulted in a $14,704 modification charge and a net acceleration of expense of $9,727 during the year ended December 31, 2018 that is included in the expense amounts reported above.

For the years ended December 31, 2018, 2017 and 2016, the Company received $7,988, $13,473 and $28,397, respectively, in actual tax benefits upon the exercise of stock awards. Since the Company issues stock-settled stock appreciation rights rather than stock options, there have been no cash proceeds from stock option exercises during the years ended December 31, 2018, 2017 and 2016.

Stock repurchases

During the years ended December 31, 2018 and 2017, the Company repurchased a total of 16,844,067 shares and 12,966,672 shares of its common stock for $1,153,511 and $810,949, or an average price of $68.48 and $62.54 per share, respectively, pursuant to previously announced authorizations by the Board of Directors. Subsequent to December 31, 2018, the Company has not repurchased any shares of its common stock through February 22, 2019.

On July 11, 2018, the Company's Board of Directors approved an additional share repurchase authorization in the amount of $1,389,999. This share repurchase authorization was in addition to the $110,001 remaining at that time under the Company's Board of Directors' prior share repurchase authorization approved in October 2017. Accordingly, as of February 22, 2019, the Company has a total of $1,355,605 available under the current Board repurchase authorizations for additional share repurchases. Although these share repurchase authorizations do not have expiration dates, the Company remains subject to share repurchase limitations under the terms of its senior secured credit facilities and the indentures governing its Senior Notes.

The Company retired all shares held in its treasury effective as of December 31, 2018 and December 31, 2017.

Charter documents & Delaware law

The Company's charter documents include provisions that may deter hostile takeovers, delay or prevent changes of control or changes in management, or limit the ability of stockholders to approve transactions that they may otherwise determine to be in their best interests. These include provisions prohibiting stockholders from acting by written consent, requiring 90 days advance notice of stockholder proposals or nominations to the Board of Directors and granting the Board of Directors the authority to issue up to 5,000,000 shares of preferred stock and to determine the rights and preferences of the preferred stock without the need for further stockholder approval.

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

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

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

	Year ended December 31,		
	2018	2017	2016
Net income attributable to DaVita Inc.	$ 159,394	$ 663,618	$ 879,874
Changes in paid-in-capital for:			
Sales of noncontrolling interest	79	(114)	—
Purchase of noncontrolling interests	(17,897)	(2,752)	(13,105)
Net transfer in noncontrolling interests	(17,818)	(2,866)	(13,105)
Net income attributable to DaVita Inc. net of transfers in noncontrolling interests	$ 141,576	$ 660,752	$ 866,769

The Company acquired additional ownership interests in several existing majority-owned joint ventures for $28,082, $5,357, and $21,512 in 2018, 2017, and 2016, respectively.

20. Accumulated other comprehensive (loss) income

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

	Interest rate cap and swap agreements	Investment securities	Foreign currency translation adjustments	Accumulated other comprehensive (loss) income
Balance at January 1, 2016	$ (10,925)	$ 1,361	$ (50,262)	$ (59,826)
Unrealized (losses) gains	(6,013)	1,802	(39,614)	(43,825)
Related income tax	2,343	(565)	—	1,778
	(3,670)	1,237	(39,614)	(42,047)
Reclassification of income (loss) into net income	4,198	(690)	10,087	13,595
Related income tax	(1,632)	267	—	(1,365)
	2,566	(423)	10,087	12,230
Balance at December 31, 2016	$ (12,029)	$ 2,175	$ (79,789)	$ (89,643)
Unrealized (losses) gains	(8,897)	5,075	99,770	95,948
Related income tax	3,460	(1,368)	—	2,092
	(5,437)	3,707	99,770	98,040
Reclassification of income (loss) into net income	8,278	(360)	—	7,918
Related income tax	(3,220)	140	—	(3,080)
	5,058	(220)	—	4,838
Balance at December 31, 2017	$ (12,408)	$ 5,662	$ 19,981	$ 13,235
Cumulative effect of change in accounting principle[1]	(2,706)	(5,662)	—	(8,368)
Unrealized losses	(181)	—	(45,944)	(46,125)
Related income tax	48	—	—	48
	(133)	—	(45,944)	(46,077)
Reclassification of income into net income	8,466	—	—	8,466
Related income tax	(2,180)	—	—	(2,180)
	6,286	—	—	6,286
Balance at December 31, 2018	$ (8,961)	$ —	$ (25,963)	$ (34,924)

(1) Reflects the cumulative effect of a change in accounting principle for ASUs 2016-01 and 2018-03 on classification and measurement of financial instruments and ASU 2018-02 on remeasurement and reclassification of deferred tax effects in accumulated other comprehensive income associated with the 2017 Tax Act. See Note 5 for further details.

The reclassification of net cap and swap realized losses into income are recorded as debt expense in the corresponding consolidated statements of income. See Note 14 to these consolidated financial statements for further details.

Prior to January 1, 2018, unrealized gains and losses on available-for-sale equity securities were recorded to accumulated other comprehensive income and reclassified to other income when realized. From January 1, 2018, unrealized gains and losses on investment securities are recorded directly to other income rather than to accumulated other comprehensive income.

21. Acquisitions and divestitures

Routine acquisitions

During 2018, the Company acquired 18 dialysis centers in the U.S. and 28 dialysis centers outside the U.S. for a total of $176,161 in net cash paid, earn-outs of $1,246, and deferred purchase price and liabilities assumed of $34,394. In one of these transactions we acquired a controlling interest in a previously nonconsolidated U.S. dialysis partnership for which we

recognized a non-cash gain of $28,152 on our prior interest upon consolidation. During 2017, the Company acquired 30 dialysis centers in the U.S. and 68 dialysis centers outside the U.S. for a total of $308,550 in net cash, earn-outs of $2,692, and deferred purchase price of $23,748. During 2016, the Company acquired eight dialysis centers in the U.S. and 21 dialysis centers outside the U.S. for a total of $165,108 in net cash, earn-outs of $1,511 and deferred purchase price of $17,963. The assets and liabilities for all acquisitions were recorded at their estimated fair values at the dates of the acquisitions and are included in the Company's financial statements and operating results from the effective dates of the acquisitions. For several of the 2018 acquisitions, certain income tax amounts are pending final evaluation and quantification of any pre-acquisition tax contingencies. In addition, valuation of intangibles and certain other working capital items relating to several of these acquisitions are pending final quantification.

The following table summarizes the assets acquired and liabilities assumed in these transactions and recognized at their acquisition dates at estimated fair values, as well as the estimated fair value of noncontrolling interests assumed in these transactions:

	Year ended December 31,		
	2018	2017	2016
Current assets	$ 23,686	$ 14,366	$ 3,996
Property and equipment	11,421	18,192	8,840
Amortizable intangible and other long-term assets	3,079	11,663	5,876
Non-amortizable intangibles	23,656	32,296	—
Goodwill	278,348	318,832	198,927
Deferred income taxes	—	(210)	597
Noncontrolling interests assumed	(80,291)	(44,303)	(30,337)
Liabilities assumed	(19,946)	(15,846)	(3,317)
Aggregate purchase cost	$ 239,953	$ 334,990	$ 184,582

Amortizable intangible assets acquired, primarily related to non-compete agreements, during 2018, 2017 and 2016 had weighted-average estimated useful lives of six years, seven years and seven years, respectively. The total amount of goodwill deductible for tax purposes associated with these acquisitions for 2018, 2017, and 2016 was approximately $165,013, $237,363 and $169,379, respectively.

Acquisition of Renal Ventures

On May 1, 2017, the Company completed its acquisition of 100% of the equity of Colorado-based Renal Ventures Management, LLC (Renal Ventures) for approximately $359,913 in net cash. Renal Ventures operated 36 dialysis centers, one uncertified dialysis center and one home program, that provided services to approximately 2,600 patients in six states. As a part of this transaction, the Company was required to divest three Renal Ventures outpatient dialysis centers, and three outpatient dialysis centers and one uncertified dialysis center of the Company, for approximately $21,219 in net cash. The Company also incurred approximately $11,950 in transaction and integration costs during the year ended December 31, 2017 associated with this acquisition that are included in general and administrative expenses.

The purchase price allocation for the Renal Ventures acquisition was finalized in 2018 with no material change to the initial allocation.

The following table summarizes the assets acquired and liabilities assumed in this transaction and recognized at the acquisition date at estimated fair values:

Current assets, net of cash acquired	$ 22,739
Property and equipment	36,295
Amortizable intangible and other long-term assets	11,547
Goodwill	298,200
Current liabilities	(8,389)
Long-term liabilities	(479)
	$ 359,913

Amortizable intangible assets acquired, primarily related to non-compete agreements, had weighted-average estimated useful lives of five years. The total estimated amount of goodwill deductible for tax purposes associated with this acquisition was approximately $298,200.

Change in ownership interests in Asia Pacific joint venture

Upon formation of the APAC JV on August 1, 2016, the Company deconsolidated this Asia Pacific dialysis business based on the governance structure and voting rights put in place at that time and recognized an initial non-cash non-taxable estimated gain of $374,374 on its retained investment, net of contingent obligations. See further discussion of this joint venture in Note 10.

Pro forma financial information (unaudited)

The following summary, prepared on a pro forma basis, combines the results of operations as if all acquisitions within continuing operations in 2018 and 2017 had been consummated as of the beginning of 2017, including the impact of certain adjustments such as amortization of intangibles, interest expense on acquisition financing and income tax effects.

	Year ended December 31,	
	2018	2017
	(unaudited)	
Pro forma net revenues	$ 11,508,555	$ 11,176,736
Pro forma net income from continuing operations attributable to DaVita Inc.	$ 634,326	$ 922,718
Pro forma basic net income per share from continuing operations attributable to DaVita Inc.	$ 3.71	$ 4.89
Pro forma diluted net income per share from continuing operations attributable to DaVita Inc.	$ 3.68	$ 4.82

Contingent earn-out obligations

The Company has several contingent earn-out obligations associated with acquisitions that could result in the Company paying the former shareholders of acquired companies a total of up to approximately $11,210 if certain EBITDA, operating income performance targets or quality margins are met over the next one year to five years.

Contingent earn-out obligations are remeasured to fair value at each reporting date until the contingencies are resolved with changes in the liability due to the remeasurement recognized in earnings. See Note 24 to these consolidated financial statements for further details. As of December 31, 2018, the Company estimated the fair value of these contingent earn-out obligations to be $2,608, of which a total of $431 is included in other liabilities, and the remaining $2,177 is included in other long-term liabilities in the Company's consolidated balance sheet.

The following is a reconciliation of changes in contingent earn-out obligations for the year ended December 31, 2018:

Beginning balance December 31, 2017	$ 6,388
Contingent earn-out obligations associated with acquisitions	1,246
Remeasurement of fair value	(4,729)
Payments of contingent earn-out obligations	(297)
Ending balance December 31, 2018	$ 2,608

22. Held for sale and discontinued operations

DaVita Medical Group (DMG)

In December 2017, the Company entered into an equity purchase agreement to sell its DMG division to Optum, a subsidiary of UnitedHealth Group Inc., subject to receipt of required regulatory approvals and other customary closing conditions. On December 11, 2018, the Company entered into an amendment to the equity purchase agreement, which, among other things, reduced the purchase price for DMG from $4,900,000 to $4,340,000. The current deadline to close the transaction under the equity purchase agreement is June 30, 2019, and the transaction is expected to close prior to that date. As a result of

this pending transaction, the DMG business has been classified as held for sale and its results of operations are reported as discontinued operations for all periods presented in these consolidated financial statements.

During 2018, the Company recorded $468,005 in charges on its DMG business which included a $316,840 valuation adjustment, a $41,537 goodwill impairment charge and $109,628 in related tax expense on this held-for-sale business based on updated assessments of fair value.

The following table presents the financial results of discontinued operations related to DMG:

	Year ended December 31,		
	2018	2017	2016
Net revenues	$ 4,963,792	$ 4,676,213	$ 4,113,414
Expenses	4,962,686	4,634,782	3,994,624
Goodwill and other asset impairment charges	41,537	651,659	253,000
Valuation adjustment on disposal group	316,840	—	—
Loss from discontinued operations before taxes	(357,271)	(610,228)	(134,210)
Income tax expense (benefit)	99,768	(364,856)	24,052
Net loss from discontinued operations, net of tax	$ (457,038)	$ (245,372)	$ (158,262)

The following table presents the financial position of discontinued operations related to DMG:

	December 31, 2018	December 31, 2017
Assets		
Cash and cash equivalents	$ 414,683	$ 179,668
Other current assets	557,403	826,608
Property and equipment, net	458,040	379,945
Intangible assets, net	1,316,974	1,316,550
Other long-term assets	112,127	178,894
Goodwill	2,847,178	2,879,977
Valuation allowance on disposal group	(316,840)	—
Total current assets held for sale	$ 5,389,565	$ 5,761,642
Liabilities		
Other liabilities	$ 479,134	$ 505,734
Medical payables	436,839	457,040
Current portion of long-term debt	3,122	2,845
Long-term debt	33,425	35,003
Other long-term liabilities	291,239	184,448
Total current liabilities held for sale	$ 1,243,759	$ 1,185,070

The following table presents cash flows of discontinued operations related to DMG:

	Year ended December 31,		
	2018	2017	2016
Net cash provided by operating activities from discontinued operations	$ 290,684	$ 357,274	$ 287,044
Net cash used in investing activities from discontinued operations	$ (57,382)	$ (232,329)	$ (430,917)

DMG acquisitions

During 2018, the Company's DMG business acquired other medical businesses for a total of $6,995 in net cash and deferred purchase price of $1,142. During 2017, the Company's DMG business acquired other medical businesses for a total of $135,416 in net cash, deferred purchase price of $1,038, and liabilities assumed of $10,145. During 2016, the Company's DMG business acquired other medical businesses for a total of $398,748 in net cash and deferred purchase price and liabilities assumed of $7,694. For several of the 2018 acquisitions, certain income tax amounts are pending final evaluation and quantification of any pre-acquisition tax contingencies. In addition, valuation of medical claims liabilities and certain other working capital items relating to several of these acquisitions are pending final quantification. The assets and liabilities for all acquisitions were recorded at their estimated fair values at the dates of the acquisitions and are included in the Company's current held for sale assets and liabilities.

Sale of Tandigm Health investment

In 2018, DMG sold its 19% ownership interest in the Tandigm Health joint venture and a related supporting business for a gain of $25,096 and associated taxes of $6,460, resulting in a net of tax gain of $18,636.

Goodwill impairment charges

The Company recorded goodwill and other asset impairment charges for the DMG business as presented above. As a result of the December 2018 amendment to the equity purchase agreement, discussed above, the Company recorded a goodwill impairment charge in 2018. Goodwill impairment charges for 2017 and 2016 resulted from continuing developments in the Company's DMG business, including recent annual updates to Medicare Advantage benchmark reimbursement rates, changes in expectations concerning future government reimbursement rates and the Company's expected ability to mitigate them, medical cost and utilization trends, commercial pricing pressures, underperformance of certain DMG business units and other market factors.

23. Variable interest entities

The Company relies on the operating activities of certain entities that it does not directly own or control, but over which it has indirect influence and of which it is considered the primary beneficiary. These entities are subject to the consolidation guidance applicable to variable interest entities (VIEs).

Under U.S. GAAP, VIEs typically include entities for which (i) the entity's equity is not sufficient to finance its activities without additional subordinated financial support; (ii) the equity holders as a group lack the power to direct the activities that most significantly influence the entity's economic performance, the obligation to absorb the entity's expected losses, or the right to receive the entity's expected returns; or (iii) the voting rights of some investors are not proportional to their obligations to absorb the entity's losses.

The Company has determined that substantially all of the legal entities it is associated with that qualify as VIEs must be included in its consolidated financial statements. A number of these VIEs are within the Company's DMG business, which has been reclassified as held for sale and as a discontinued operation in these financial statements. The Company manages these entities and provides operating and capital funding as necessary for the entities to accomplish their operational and strategic objectives. A number of these entities are subject to nominee share ownership or share transfer restriction agreements that effectively transfer the majority of the economic risks and rewards of their ownership to the Company. In other cases, the Company's management agreements with these entities include both financial terms and protective and participating rights to the entities' operating, strategic and non-clinical governance decisions which transfer substantial powers over and economic responsibility for the entities to the Company. In some cases, such entities are subject to broad exclusivity or noncompetition restrictions that benefit the Company. Further, in some cases, the Company has contractual arrangements with its related party nominee owners that effectively indemnify these parties from the economic losses from, or entitle the Company to the economic benefits of, these entities.

At December 31, 2018, these consolidated financial statements include total assets of VIEs of $917,922 and total liabilities and noncontrolling interests of VIEs to third parties of $507,445, including assets of $658,684 and liabilities and noncontrolling interests of $355,196 related to the Company's DMG business which is classified as held for sale.

The Company also sponsors certain deferred compensation plans whose trusts qualify as VIEs and the Company consolidates these plans as their primary beneficiary. The assets of these plans are recorded in short-term or long-term investments with related liabilities recorded in accrued compensation and benefits and other long-term liabilities. See Note 16

to these consolidated financial statements for disclosures on the assets of these consolidated non-qualified deferred compensation plans.

24. Fair values of financial instruments

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value measurements are determined based on the principal or most advantageous market for the item being measured, assume that buyers and sellers are independent, willing and able to transact, and knowledgeable, with access to all information customarily available in such a transaction, and are based on assumptions that market participants would use in pricing the item, not assumptions specific to the reporting entity.

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

The following table summarizes the Company's assets, liabilities and temporary equity measured at fair value on a recurring basis as of December 31, 2018 and 2017:

December 31, 2018	Total	Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Assets				
Investments in equity securities	$ 36,124	$ 36,124	$ —	$ —
Interest rate cap agreements	$ 851	$ —	$ 851	$ —
Liabilities				
Contingent earn-out obligations	$ 2,608	$ —	$ —	$ 2,608
Temporary equity				
Noncontrolling interests subject to put provisions	$ 1,124,641	$ —	$ —	$ 1,124,641
December 31, 2017				
Assets				
Investments in equity securities	$ 38,895	$ 38,895	$ —	$ —
Interest rate cap agreements	$ 1,032	$ —	$ 1,032	$ —
Liabilities				
Contingent earn-out obligations	$ 6,388	$ —	$ —	$ 6,388
Temporary equity				
Noncontrolling interests subject to put provisions	$ 1,011,360	$ —	$ —	$ 1,011,360

Investments in equity securities represent investments in various open-ended registered investment companies (mutual funds) and common stock and are recorded at fair value estimated based on reported market prices or redemption prices, as applicable. See Note 5 to these consolidated financial statements for further discussion.

Interest rate cap agreements are recorded at fair value estimated from valuation models utilizing the income approach and commonly accepted valuation techniques that use inputs from closing prices for similar assets and liabilities in active markets as well as other relevant observable market inputs at quoted intervals such as current interest rates, forward yield curves, implied volatility and credit default swap pricing. The Company does not believe the ultimate amount that could be realized upon settlement of these interest rate cap agreements would be materially different from the fair value estimates currently reported. See Note 14 to these consolidated financial statements for further discussion.

The estimated fair value measurements of contingent earn-out obligations are primarily based on unobservable inputs, including projected EBITDA. The estimated fair value of these contingent earn-out obligations is remeasured as of each reporting date and could fluctuate based upon any significant changes in key assumptions, such as changes in the Company credit risk adjusted rate that is used to discount obligations to present value. See Note 21 to these consolidated financial statements for further discussion.

See Note 18 to these consolidated financial statements for a discussion of the Company's methodology for estimating the fair values of noncontrolling interests subject to put obligations.

Other financial instruments consist primarily of cash, accounts receivable, accounts payable, other accrued liabilities and debt. The balances of non-debt financial instruments are presented in the consolidated financial statements at December 31, 2018 and 2017 at their approximate fair values due to the short-term nature of their settlements. The carrying amount of the Company's senior secured credit facilities totaled $5,168,815, including a discount of $6,104 and deferred financing costs of $12,580, as of December 31, 2018, and the fair value was approximately $5,194,163 based upon quoted market prices. The carrying amount of the Company's Senior Notes was approximately $4,466,685, including deferred financing costs of $33,316, at December 31, 2018 and the fair value was approximately $4,241,250 at December 31, 2018 based upon quoted market prices. The fair value of all other debt approximates its carrying value.

25. Segment reporting

The Company consists of two major divisions, DaVita Kidney Care (Kidney Care) and DaVita Medical Group (DMG). The Kidney Care division is comprised of the Company's U.S. dialysis and related lab services business, various ancillary services and strategic initiatives, including its international operations, and the Company's corporate administrative support. See Note 1 *"Organization"* for a summary description of the Company's businesses.

The Company's operating segments have been defined based on the separate financial information that is regularly produced and reviewed by the Company's chief operating decision maker in making decisions about allocating resources to and assessing the financial performance of the Company's various operating lines of business. The chief operating decision maker for the Company is its Chief Executive Officer.

The Company's separate operating segments include its U.S. dialysis and related lab services business, each of its ancillary services and strategic initiatives, its kidney care operations in each foreign sovereign jurisdiction, its other health operations in each foreign sovereign jurisdiction, and its equity method investment in the Asia Pacific joint venture. The U.S. dialysis and related lab services business qualifies as a separately reportable segment, and all other ancillary services and strategic initiatives operating segments, including the international operating segments, have been combined and disclosed in the other segments category.

The Company's operating segment financial information included in this report is prepared on the internal management reporting basis that the chief operating decision maker uses to allocate resources and assess the financial performance of the Company's operating segments. For internal management reporting, segment operations include direct segment operating expenses but generally exclude corporate administrative support costs, which consist primarily of indirect labor, benefits and long-term incentive-based compensation expenses of certain departments which provide support to all of the Company's various operating lines of business, except to the extent that such costs are charged to and borne by certain ancillary services and strategic initiatives via internal management fees. These corporate administrative support costs are reduced by internal management fees received from the Company's ancillary lines of business.

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

	Year ended December 31,		
	2018	2017	2016
Segment revenues:[1]			
U.S. dialysis and related lab services			
Patient service revenues:			
External sources	$ 10,274,046	$ 9,767,123	$ 9,524,067
Intersegment revenues	92,950	55,176	27,355
Total U.S. dialysis and related lab services revenues	10,366,996	9,822,299	9,551,422
Provision for uncollectible accounts	(50,927)	(481,973)	(429,878)
Net U.S. dialysis and related lab services patient service revenues	10,316,069	9,340,326	9,121,544
Other revenues[2]	19,880	19,739	16,645
Total net U.S. dialysis and related lab services revenues	10,335,949	9,360,065	9,138,189
Other - Ancillary services and strategic initiatives			
Net patient service revenues	437,275	323,156	201,867
Other external sources	724,577	1,248,589	1,394,766
Intersegment revenues	34,236	24,603	24,739
Total ancillary services and strategic initiatives revenues	1,196,088	1,596,348	1,621,372
Total net segment revenues	11,532,037	10,956,413	10,759,561
Elimination of intersegment revenues	(127,186)	(79,779)	(52,094)
Consolidated net revenues	$ 11,404,851	$ 10,876,634	$ 10,707,467
Segment operating margin (loss):			
U.S. dialysis and related lab services	$ 1,709,721	$ 2,297,198	$ 1,777,014
Other—Ancillary services and strategic initiatives	(93,789)	(439,477)	266,324
Total segment margin	1,615,932	1,857,721	2,043,338
Reconciliation of segment operating margin to consolidated income from continuing operations before income taxes:			
Corporate administrative support	(90,108)	(44,966)	(13,628)
Consolidated operating income	1,525,824	1,812,755	2,029,710
Debt expense	(487,435)	(430,634)	(414,116)
Other income	10,089	17,665	7,511
Income from continuing operations before income taxes	$ 1,048,478	$ 1,399,786	$ 1,623,105

(1) On January 1, 2018, the Company adopted *Revenue from Contracts with Customers* (Topic 606) using the cumulative effect method for those contracts that were not substantially completed as of January 1, 2018. Results related to performance obligations satisfied beginning on and after January 1, 2018 are presented under Topic 606, while results related to the satisfaction of performance obligations in prior periods continue to be reported in accordance with the Company's historical accounting under *Revenue Recognition* (Topic 605). See Notes 1 and 2 of these consolidated financial statements for further discussion of the Company's adoption of Topic 606.

(2) Includes management fee revenues from providing management and administrative services to dialysis ventures in which the Company owns a noncontrolling interest or which are wholly-owned by third parties.

Depreciation and amortization expense by reportable segment is as follows:

	Year ended December 31,		
	2018	2017	2016
U.S. dialysis and related lab services	$ 558,810	$ 520,965	$ 482,768
Other - Ancillary services and strategic initiatives	32,225	38,946	26,729
	$ 591,035	$ 559,911	$ 509,497

Summary of assets by reportable segment is as follows:

	Year ended December 31,	
	2018	2017
Segment assets		
U.S. dialysis and related lab services (including equity investments of $95,290 and $84,866, respectively)	$ 12,333,641	$ 11,802,131
Other - Ancillary services and strategic initiatives[1] (including equity investments of $129,321 and $160,668, respectively)	1,387,046	1,410,763
DMG - Held for sale (including equity investments of $4,833 and $10,321, respectively)	5,389,565	5,761,642
Consolidated assets	$ 19,110,252	$ 18,974,536

(1) Includes approximately $136,052 and $125,932 in 2018 and 2017, respectively, of net property and equipment related to the Company's international operations.

Expenditures for property and equipment by reportable segment is as follows:

	Year ended December 31,		
	2018	2017	2016
U.S. dialysis and related lab services	$ 856,108	$ 769,732	$ 675,994
Other - Ancillary services and strategic initiatives	45,806	40,377	68,702
DMG - Held for sale	85,224	95,141	84,399
	$ 987,138	$ 905,250	$ 829,095

26. Supplemental cash flow information

The table below provides supplemental cash flow information:

	Year ended December 31,		
	2018	2017	2016
Cash paid:			
Income taxes	$ 92,526	$ 387,159	$ 339,411
Interest	$ 488,974	$ 424,547	$ 406,987
Non-cash investing and financing activities:			
Fixed assets under capital lease obligations	$ 8,828	$ 48,378	$ 28,127

27. Selected quarterly financial data (unaudited)

2018	December 31	September 30	June 30	March 31
Total revenues	$ 2,821,124	$ 2,847,330	$ 2,886,953	$ 2,849,444
Operating income	$ 387,908	$ 289,038	$ 438,192	$ 410,686
Attributable to DaVita Inc.:				
Net income from continuing operations[1]	$ 160,332	$ 73,371	$ 199,603	$ 191,015
Net (loss) income from discontinued operations[2]	$ (310,104)	$ (210,167)	$ 67,673	$ (12,329)
Net (loss) income	$ (149,772)	$ (136,796)	$ 267,276	$ 178,686
Per share attributable to DaVita Inc.:				
Basic net income from continuing operations	$ 0.97	$ 0.44	$ 1.16	$ 1.07
Basic net (loss) income from discontinued operations	$ (1.87)	$ (1.26)	$ 0.40	$ (0.07)
Basic net (loss) income	$ (0.90)	$ (0.82)	$ 1.56	$ 1.00
Diluted net income from continuing operations	$ 0.96	$ 0.44	$ 1.15	$ 1.05
Diluted net (loss) income from discontinued operations	$ (1.86)	$ (1.26)	$ 0.38	$ (0.07)
Diluted net (loss) income	$ (0.90)	$ (0.82)	$ 1.53	$ 0.98
2017				
Total revenues	$ 2,780,913	$ 2,765,071	$ 2,699,399	$ 2,631,251
Operating income	$ 150,337	$ 395,294	$ 391,196	$ 875,928
Attributable to DaVita Inc.:				
Net income from continuing operations[1]	$ 156,210	$ 152,870	$ 151,292	$ 440,905
Net income (loss) from discontinued operations[2]	$ 147,186	$ (367,346)	$ (24,291)	$ 6,792
Net income (loss)	$ 303,396	$ (214,476)	$ 127,001	$ 447,697
Per share attributable to DaVita Inc.:				
Basic net income from continuing operations	$ 0.86	$ 0.81	$ 0.79	$ 2.29
Basic net income (loss) from discontinued operations	$ 0.80	$ (1.95)	$ (0.13)	$ 0.04
Basic net income (loss)	$ 1.66	$ (1.14)	$ 0.66	$ 2.33
Diluted net income from continuing operations	$ 0.85	$ 0.80	$ 0.78	$ 2.26
Diluted net income (loss) from discontinued operations	$ 0.79	$ (1.92)	$ (0.13)	$ 0.03
Diluted net income (loss)	$ 1.64	$ (1.12)	$ 0.65	$ 2.29

(1) Included in the fourth quarter of 2018 is a net gain on changes in ownership interests of $28,152; an equity investment loss of $8,715 due to the sale of the APAC JV's India business; and an equity investment loss of $1,530 due to impairments at the APAC JV. The third quarter of 2018 includes restructuring charges of $11,366 and other asset impairment charges of $6,093 related to the Company's pharmacy business; an equity investment loss of $5,995 due to impairments at the APAC JV; an adjustment to the gain on changes in ownership interests on the sale of the Company's direct primary care business of $1,506; and $23,470 in additional stock-based compensation expense related to modification charges and net acceleration of expense. The second quarter of 2018 includes asset impairment charges of $11,245 related to the pharmacy business; a net gain on changes in ownership interests of $35,205 on the Company's direct primary care business; a loss of $1,248 related to the unwinding of a business internationally; and a goodwill impairment charge of $3,106 at the Company's German other health operations. Included in the fourth quarter of 2017 was an impairment of $280,066 on the Company's investment in the APAC JV. The third quarter of 2017 included an equity investment loss of $6,293 for goodwill impairments at the APAC JV and restructuring charges in the Company's international business of $2,700. The second quarter of 2017 included goodwill impairment charges of $10,498 related to the vascular access reporting unit. The first quarter of 2017 included a net gain on settlement of $529,504; goodwill impairment charges of $24,198 related to the vascular access reporting unit; an asset impairment of $15,168 related to the restructuring of the pharmacy business; and a gain adjustment on the 2016 ownership change of the APAC JV of $6,273.

(2) Included in discontinued operations in the fourth quarter of 2018 is a $218,639 disposal group valuation adjustment, a $41,537 goodwill impairment charge and $8,318 in related tax benefit. The third quarter of 2018 includes a $216,147 charge on the Company's DMG business which included a $98,201 disposal group valuation adjustment and $117,946 in related tax expense on this held-for-sale business. The second quarter of 2018 includes a gain on the sale of the Company's Tandigm investment of $25,096. The fourth quarter of 2017 includes a net tax benefit of $163,555 due to a remeasurement of deferred taxes resulting from DMG's reclassification to held for sale. The third quarter of 2017 includes goodwill impairment charges of $601,040 related to certain DMG reporting units; a non-cash gain associated with the Company's Magan acquisition of $17,129; restructuring charges of $9,569; and a reduction in estimated accruals for legal matters of $11,100. The second quarter of 2017 includes goodwill impairment charges of $50,619 related to certain DMG reporting units and a reduction in estimated accruals for legal matters of $3,600.

28. Consolidating financial statements

The following information is presented in accordance with Rule 3-10 of Regulation S-X. The operating and investing activities of the separate legal entities included in the Company's consolidated financial statements are fully interdependent and integrated. Revenues and operating expenses of the separate legal entities include intercompany charges for management and other services. The Company's Senior Notes are guaranteed by substantially all of its domestic subsidiaries. Each of the guarantor subsidiaries has guaranteed the Senior Notes on a joint and several basis. However, the guarantor subsidiaries can be released from their obligations in the event of a sale or other disposition of all or substantially all of the assets of such subsidiary, including by merger or consolidation or the sale of all equity interests in such subsidiary owned by the Company, if such subsidiary guarantor is designated as an unrestricted subsidiary or otherwise ceases to be a restricted subsidiary, and if such subsidiary guarantor no longer guaranties any other indebtedness of the Company. Certain domestic subsidiaries, foreign subsidiaries, joint ventures, partnerships and third parties are not guarantors of the Senior Notes.

Consolidating Statements of Income

For twelve months ended December 31, 2018	DaVita Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidating Adjustments	Consolidated Total
Dialysis and related lab patient service revenues	$ —	$ 7,263,195	$ 3,657,456	$ (210,670)	$ 10,709,981
Less: Provision for uncollectible accounts	—	(36,377)	(13,210)	—	(49,587)
Net dialysis and related lab patient service revenues	—	7,226,818	3,644,246	(210,670)	10,660,394
Other revenues	799,230	714,489	189,927	(959,189)	744,457
Total net revenues	799,230	7,941,307	3,834,173	(1,169,859)	11,404,851
Operating expenses and charges	646,640	7,100,415	3,301,831	(1,169,859)	9,879,027
Operating income	152,590	840,892	532,342	—	1,525,824
Debt expense	(491,749)	(208,484)	(36,427)	249,225	(487,435)
Other income, net	418,839	10,367	22,195	(441,312)	10,089
Income tax expense	23,482	187,691	47,227	—	258,400
Equity earnings in subsidiaries	103,196	344,025	—	(447,221)	—
Net income from continuing operations	159,394	799,109	470,883	(639,308)	790,078
Net (loss) income from discontinued operations, net of tax	—	(695,913)	46,788	192,087	(457,038)
Net income	159,394	103,196	517,671	(447,221)	333,040
Less: Net income attributable to noncontrolling interests	—	—	—	(173,646)	(173,646)
Net income attributable to DaVita Inc.	$ 159,394	$ 103,196	$ 517,671	$ (620,867)	$ 159,394

Consolidating Statements of Income - (continued)

For twelve months ended December 31, 2017	DaVita Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidating Adjustments	Consolidated Total
Dialysis and related lab patient service revenues	$ —	$ 6,884,750	$ 3,393,026	$ (184,106)	$ 10,093,670
Less: Provision for uncollectible accounts	—	(340,552)	(151,982)	7,170	(485,364)
Net dialysis and related lab patient service revenues	—	6,544,198	3,241,044	(176,936)	9,608,306
Other revenues	793,751	1,204,467	68,322	(798,212)	1,268,328
Total net revenues	793,751	7,748,665	3,309,366	(975,148)	10,876,634
Operating expenses and charges	527,942	6,475,550	3,035,535	(975,148)	9,063,879
Operating income	265,809	1,273,115	273,831	—	1,812,755
Debt expense	(426,149)	(209,612)	(34,831)	239,958	(430,634)
Other income, net	411,731	11,169	18,467	(423,702)	17,665
Income tax expense	65,965	237,670	20,224	—	323,859
Equity earnings in subsidiaries	478,192	74,375	—	(552,567)	—
Net income from continuing operations	663,618	911,377	237,243	(736,311)	1,075,927
Net (loss) income from discontinued operations, net of tax	—	(433,185)	4,069	183,744	(245,372)
Net income	663,618	478,192	241,312	(552,567)	830,555
Less: Net income attributable to noncontrolling interests	—	—	—	(166,937)	(166,937)
Net income attributable to DaVita Inc.	$ 663,618	$ 478,192	$ 241,312	$ (719,504)	$ 663,618

For twelve months ended December 31, 2016	DaVita Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidating Adjustments	Consolidated Total
Dialysis and related lab patient service revenues	$ —	$ 6,665,601	$ 3,215,085	$ (153,326)	$ 9,727,360
Less: Provision for uncollectible accounts	—	(272,426)	(158,878)	—	(431,304)
Net dialysis and related lab patient service revenues	—	6,393,175	3,056,207	(153,326)	9,296,056
Other revenues	767,791	1,378,952	30,184	(765,516)	1,411,411
Total net revenues	767,791	7,772,127	3,086,391	(918,842)	10,707,467
Operating expenses and charges	493,175	6,907,469	2,195,955	(918,842)	8,677,757
Operating income	274,616	864,658	890,436	—	2,029,710
Debt expense	(407,925)	(191,083)	(40,434)	225,326	(414,116)
Other income, net	396,797	3,726	7,694	(400,706)	7,511
Income tax expense	77,334	238,446	115,981	—	431,761
Equity earnings in subsidiaries	693,720	667,278	—	(1,360,998)	—
Net income from continuing operations	879,874	1,106,133	741,715	(1,536,378)	1,191,344
Net (loss) income from discontinued operations, net of tax	—	(412,413)	78,771	175,380	(158,262)
Net income	879,874	693,720	820,486	(1,360,998)	1,033,082
Less: Net income attributable to noncontrolling interests	—	—	—	(153,208)	(153,208)
Net income attributable to DaVita Inc.	$ 879,874	$ 693,720	$ 820,486	$ (1,514,206)	$ 879,874

Consolidating Statements of Comprehensive Income

For the year ended December 31, 2018	DaVita Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidating Adjustments	Consolidated Total
Net income	$ 159,394	$ 103,196	$ 517,671	$ (447,221)	$ 333,040
Other comprehensive income (loss)	6,153	—	(45,944)	—	(39,791)
Total comprehensive income	165,547	103,196	471,727	(447,221)	293,249
Less: Comprehensive income attributable to noncontrolling interest	—	—	—	(173,646)	(173,646)
Comprehensive income attributable to DaVita Inc.	$ 165,547	$ 103,196	$ 471,727	$ (620,867)	$ 119,603
For the year ended December 31, 2017					
Net income	$ 663,618	$ 478,192	$ 241,312	$ (552,567)	$ 830,555
Other comprehensive income	3,106	—	99,770	—	102,876
Total comprehensive income	666,724	478,192	341,082	(552,567)	933,431
Less: Comprehensive income attributable to noncontrolling interest	—	—	—	(166,935)	(166,935)
Comprehensive income attributable to DaVita Inc.	$ 666,724	$ 478,192	$ 341,082	$ (719,502)	$ 766,496
For the year ended December 31, 2016					
Net income	$ 879,874	$ 693,720	$ 820,486	$ (1,360,998)	$ 1,033,082
Other comprehensive loss	(290)	—	(29,337)	—	(29,627)
Total comprehensive income	879,584	693,720	791,149	(1,360,998)	1,003,455
Less: Comprehensive income attributable to noncontrolling interest	—	—	—	(153,398)	(153,398)
Comprehensive income attributable to DaVita Inc.	$ 879,584	$ 693,720	$ 791,149	$ (1,514,396)	$ 850,057

Consolidating Balance Sheets

As of December 31, 2018	DaVita Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidating Adjustments	Consolidated Total
Cash and cash equivalents	$ 60,653	$ —	$ 262,385	$ —	$ 323,038
Restricted cash and equivalents	1,005	12,048	79,329	—	92,382
Accounts receivable, net	—	1,264,290	594,318	—	1,858,608
Other current assets	37,185	601,318	122,063	—	760,566
Current assets held for sale	—	4,440,953	948,612	—	5,389,565
Total current assets	98,843	6,318,609	2,006,707	—	8,424,159
Property and equipment, net	491,462	1,624,835	1,277,372	—	3,393,669
Intangible assets, net	153	42,933	75,760	—	118,846
Investments in subsidiaries	10,102,750	3,239,862	—	(13,342,612)	—
Intercompany receivables	3,419,448	—	1,471,203	(4,890,651)	—
Other long-term assets and investments	53,385	80,537	197,696	—	331,618
Goodwill	—	4,812,365	2,029,595	—	6,841,960
Total assets	$ 14,166,041	$ 16,119,141	$ 7,058,333	$ (18,233,263)	$ 19,110,252
Current liabilities	$ 1,945,943	$ 1,251,534	$ 449,925	$ —	$ 3,647,402
Current liabilities held for sale	—	722,766	520,993	—	1,243,759
Total current liabilities	1,945,943	1,974,300	970,918	—	4,891,161
Intercompany payables	—	3,327,026	1,563,625	(4,890,651)	—
Long-term debt and other long-term liabilities	7,918,581	715,065	552,406	—	9,186,052
Noncontrolling interests subject to put provisions	598,075	—	—	526,566	1,124,641
Total DaVita Inc. shareholders' equity	3,703,442	10,102,750	3,239,862	(13,342,612)	3,703,442
Noncontrolling interests not subject to put provisions	—	—	731,522	(526,566)	204,956
Total equity	3,703,442	10,102,750	3,971,384	(13,869,178)	3,908,398
Total liabilities and equity	$ 14,166,041	$ 16,119,141	$ 7,058,333	$ (18,233,263)	$ 19,110,252

Consolidating Balance Sheets - (continued)

As of December 31, 2017	DaVita Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidating Adjustments	Consolidated Total
Cash and cash equivalents	$ 149,305	$ —	$ 358,929	$ —	$ 508,234
Restricted cash and equivalents	1,002	9,384	300	—	10,686
Accounts receivable, net	—	1,208,715	506,035	—	1,714,750
Other current assets	67,025	621,409	86,955	—	775,389
Current assets held for sale	—	4,992,067	769,575	—	5,761,642
Total current assets	217,332	6,831,575	1,721,794	—	8,770,701
Property and equipment, net	408,010	1,560,390	1,180,813	—	3,149,213
Intangible assets, net	250	50,971	62,606	—	113,827
Investments in subsidiaries	10,009,874	3,085,722	—	(13,095,596)	—
Intercompany receivables	3,677,947	—	1,313,213	(4,991,160)	—
Other long-term assets and investments	47,297	68,344	214,875	—	330,516
Goodwill	—	4,732,320	1,877,959	—	6,610,279
Total assets	$ 14,360,710	$ 16,329,322	$ 6,371,260	$ (18,086,756)	$ 18,974,536
Current liabilities	$ 238,706	$ 1,207,482	$ 436,262	$ —	$ 1,882,450
Current liabilities held for sale	—	739,294	445,776	—	1,185,070
Total current liabilities	238,706	1,946,776	882,038	—	3,067,520
Intercompany payables	—	3,690,042	1,301,118	(4,991,160)	—
Long-term debt and other long-term liabilities	8,857,373	682,630	469,587	—	10,009,590
Noncontrolling interests subject to put provisions	574,602	—	—	436,758	1,011,360
Total DaVita Inc. shareholders' equity	4,690,029	10,009,874	3,085,722	(13,095,596)	4,690,029
Noncontrolling interests not subject to put provisions	—	—	632,795	(436,758)	196,037
Total equity	4,690,029	10,009,874	3,718,517	(13,532,354)	4,886,066
Total liabilities and equity	$ 14,360,710	$ 16,329,322	$ 6,371,260	$ (18,086,756)	$ 18,974,536

Consolidating Statements of Cash Flow

For the year ended December 31, 2018	DaVita Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidating Adjustments	Consolidated Total
Cash flows from operating activities:					
Net income	$ 159,394	$ 103,196	$ 517,671	$ (447,221)	$ 333,040
Changes in operating assets and liabilities and non-cash items included in net income	(86,070)	818,027	259,422	447,221	1,438,600
Net cash provided by operating activities	73,324	921,223	777,093	—	1,771,640
Cash flows from investing activities:					
Additions of property and equipment, net	(175,787)	(534,278)	(277,073)	—	(987,138)
Acquisitions	—	(73,046)	(110,110)	—	(183,156)
Proceeds from asset sales, net of cash divested	—	61,962	88,243	—	150,205
Investments and other items	30,962	(16,362)	(154)	—	14,446
Net cash used in investing activities	(144,825)	(561,724)	(299,094)	—	(1,005,643)
Cash flows from financing activities:					
Long-term debt and related financing costs, net	725,889	(11,437)	(19,675)	—	694,777
Intercompany borrowing	404,897	(311,778)	(93,119)	—	—
Other items	(1,147,934)	(28,067)	(144,130)	—	(1,320,131)
Net cash used in financing activities	(17,148)	(351,282)	(256,924)	—	(625,354)
Effect of exchange rate changes on cash	—	—	(3,350)	—	(3,350)
Net (decrease) increase in cash, cash equivalents and restricted cash	(88,649)	8,217	217,725	—	137,293
Less: Net increase in cash, cash equivalents and restricted cash from discontinued operations	—	5,553	235,240	—	240,793
Net (decrease) increase in cash, cash equivalents and restricted cash from continuing operations	(88,649)	2,664	(17,515)	—	(103,500)
Cash, cash equivalents and restricted cash of continuing operations at beginning of the year	150,307	9,384	359,229	—	518,920
Cash, cash equivalents and restricted cash of continuing operations at end of the year	$ 61,658	$ 12,048	$ 341,714	$ —	$ 415,420

Consolidating Statements of Cash Flow - (continued)

For the year ended December 31, 2017	DaVita Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidating Adjustments	Consolidated Total
Cash flows from operating activities:					
Net income	$ 663,618	$ 478,192	$ 241,312	$ (552,567)	$ 830,555
Changes in operating assets and liabilities and non-cash items included in net income	(533,300)	368,135	695,209	552,567	1,082,611
Net cash provided by operating activities	130,318	846,327	936,521	—	1,913,166
Cash flows from investing activities:					
Additions of property and equipment, net	(155,972)	(490,800)	(258,478)	—	(905,250)
Acquisitions	—	(693,522)	(110,357)	—	(803,879)
Proceeds from asset and business sales, net of cash divested	—	90,340	1,996	—	92,336
Investments and other items	211,619	(7,004)	47,446	—	252,061
Net cash provided by (used in) investing activities	55,647	(1,100,986)	(319,393)	—	(1,364,732)
Cash flows from financing activities:					
Long-term debt and related financing costs, net	173,529	(12,662)	(6,019)	—	154,848
Intercompany borrowing	22,589	218,980	(241,569)	—	—
Other items	(781,697)	(2,493)	(136,915)	—	(921,105)
Net cash (used in) provided by financing activities	(585,579)	203,825	(384,503)	—	(766,257)
Effect of exchange rate changes on cash	—	—	254	—	254
Net (decrease) increase in cash, cash equivalents and restricted cash	(399,614)	(50,834)	232,879	—	(217,569)
Less: Net decrease in cash, cash equivalents and restricted cash from discontinued operations	—	(51,531)	(1,495)	—	(53,026)
Net (decrease) increase in cash, cash equivalents and restricted cash from continuing operations	(399,614)	697	234,374	—	(164,543)
Cash, cash equivalents and restricted cash of continuing operations at beginning of the year	549,921	8,687	124,855	—	683,463
Cash, cash equivalents and restricted cash of continuing operations at end of the year	$ 150,307	$ 9,384	$ 359,229	$ —	$ 518,920

Consolidating Statements of Cash Flow - (continued)

For the year ended December 31, 2016	DaVita Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidating Adjustments	Consolidated Total
Cash flows from operating activities:					
Net income	$ 879,874	$ 693,720	$ 820,486	$ (1,360,998)	$ 1,033,082
Changes in operating assets and liabilities and non-cash items included in net income	(612,706)	359,366	(168,614)	1,360,998	939,044
Net cash provided by operating activities	267,168	1,053,086	651,872	—	1,972,126
Cash flows from investing activities:					
Additions of property and equipment, net	(139,303)	(382,305)	(307,487)	—	(829,095)
Acquisitions	—	(472,413)	(91,443)	—	(563,856)
Proceeds from asset sales	—	70,342	(5,617)	—	64,725
Investments and other items	153,031	(29,038)	2,565	—	126,558
Net cash provided by (used in) investing activities	13,728	(813,414)	(401,982)	—	(1,201,668)
Cash flows from financing activities:					
Long-term debt and related financing costs, net	(92,460)	(27,830)	(4,152)	—	(124,442)
Intercompany borrowing	236,052	(231,800)	(4,252)	—	—
Other items	(1,061,203)	(21,525)	(144,811)	—	(1,227,539)
Net cash used in financing activities	(917,611)	(281,155)	(153,215)	—	(1,351,981)
Effect of exchange rate changes on cash	—	—	4,276	—	4,276
Net (decrease) increase in cash, cash equivalents and restricted cash	(636,715)	(41,483)	100,951	—	(577,247)
Less: Net (decrease) increase in cash, cash equivalents and restricted cash from discontinued operations	—	(50,170)	34,377	—	(15,793)
Net (decrease) increase in cash, cash equivalents and restricted cash from continuing operations	(636,715)	8,687	66,574	—	(561,454)
Cash, cash equivalents and restricted cash of continuing operations at beginning of the year	1,186,636	—	58,281	—	1,244,917
Cash, cash equivalents and restricted cash of continuing operations at end of the year	$ 549,921	$ 8,687	$ 124,855	$ —	$ 683,463

29. Supplemental data (unaudited)

The following information is presented as supplemental data as required by the indentures governing the Company's Senior Notes.

Condensed Consolidating Statements of Income

For the year ended December 31, 2018	Consolidated Total	Physician Groups	Unrestricted Subsidiaries	Company and Restricted Subsidiaries[1]
Dialysis and related lab patient service revenues	$ 10,709,981	$ —	$ —	$ 10,709,981
Less: Provision for uncollectible accounts	(49,587)	—	—	(49,587)
Net dialysis and related lab patient service revenues	10,660,394	—	—	10,660,394
Other revenues	744,457	—	—	744,457
Total net revenues	11,404,851	—	—	11,404,851
Operating expenses and charges	9,879,027	—	—	9,879,027
Operating income	1,525,824	—	—	1,525,824
Debt expense	(487,435)	—	—	(487,435)
Other income, net	10,089	—	—	10,089
Income tax expense	258,400	—	—	258,400
Net income from continuing operations	790,078	—	—	790,078
Net (loss) income from discontinued operations, net of tax	(457,038)	37,373	92	(494,503)
Net income	333,040	37,373	92	295,575
Less: Net income attributable to noncontrolling interests	(173,646)	(7,841)	—	(165,805)
Net income attributable to DaVita Inc.	$ 159,394	$ 29,532	$ 92	$ 129,770

Condensed Consolidating Statements of Comprehensive Income

For the year ended December 31, 2018	Consolidated Total	Physician Groups	Unrestricted Subsidiaries	Company and Restricted Subsidiaries[1]
Net income	$ 333,040	$ 37,373	$ 92	$ 295,575
Other comprehensive loss	(39,791)	—	—	(39,791)
Total comprehensive income	293,249	37,373	92	255,784
Less: Comprehensive income attributable to noncontrolling interest	(173,646)	(7,841)	—	(165,805)
Comprehensive income attributable to DaVita Inc.	$ 119,603	$ 29,532	$ 92	$ 89,979

(1) After the elimination of the unrestricted subsidiaries and the physician groups

Condensed Consolidating Balance Sheets

As of December 31, 2018	Consolidated Total	Physician Groups	Unrestricted Subsidiaries	Company and Restricted Subsidiaries[1]
Cash and cash equivalents	$ 323,038	$ —	$ —	$ 323,038
Restricted cash and equivalents	92,382	—	—	92,382
Accounts receivable, net	1,858,608	—	—	1,858,608
Other current assets	760,566	—	—	760,566
Other current assets held for sale	5,389,565	532,050	2,825	4,854,690
Total current assets	8,424,159	532,050	2,825	7,889,284
Property and equipment, net	3,393,669	—	—	3,393,669
Amortizable intangibles, net	118,846	—	—	118,846
Other long-term assets	331,618	—	—	331,618
Goodwill	6,841,960	—	—	6,841,960
Total assets	$ 19,110,252	$ 532,050	$ 2,825	$ 18,575,377
Current liabilities	$ 3,647,402	$ —	$ —	$ 3,647,402
Current liabilities held for sale	1,243,759	351,925	—	891,834
Total current liabilities	4,891,161	351,925	—	4,539,236
Payables to parent	—	25,456	2,825	(28,281)
Long-term debt and other long-term liabilities	9,186,052	—	—	9,186,052
Noncontrolling interests subject to put provisions	1,124,641	—	—	1,124,641
Total DaVita Inc. shareholders' equity	3,703,442	154,669	—	3,548,773
Noncontrolling interests not subject to put provisions	204,956	—	—	204,956
Shareholders' equity	3,908,398	154,669	—	3,753,729
Total liabilities and shareholders' equity	$ 19,110,252	$ 532,050	$ 2,825	$ 18,575,377

Condensed Consolidating Statements of Cash Flow

For the year ended December 31, 2018	Consolidated Total	Physician Groups	Unrestricted Subsidiaries	Company and Restricted Subsidiaries[1]
Cash flows from operating activities:				
Net income	$ 333,040	$ 37,373	$ 92	$ 295,575
Changes in operating and intercompany assets and liabilities and non-cash items included in net income	1,438,600	81,722	(92)	1,356,970
Net cash provided by operating activities	1,771,640	119,095	—	1,652,545
Cash flows from investing activities:				
Additions of property and equipment	(987,138)	(2,746)	—	(984,392)
Acquisitions and divestitures, net	(183,156)	—	—	(183,156)
Proceeds from asset sales	150,205	—	—	150,205
Investments and other items, net	14,446	(154)	—	14,600
Net cash used in investing activities	(1,005,643)	(2,900)	—	(1,002,743)
Cash flows from financing activities:				
Long-term debt and related financing costs, net	694,777	—	—	694,777
Intercompany	—	25,296	—	(25,296)
Other items	(1,320,131)	—	—	(1,320,131)
Net cash (used in) provided by financing activities	(625,354)	25,296	—	(650,650)
Effect of exchange rate changes on cash	(3,350)	—	—	(3,350)
Net increase (decrease) in cash, cash equivalents and restricted cash	137,293	141,491	—	(4,198)
Less: Net increase in cash, cash equivalents and restricted cash from discontinued operations	240,793	141,491	—	99,302
Net decrease in cash, cash equivalents and restricted cash from continuing operations	(103,500)	—	—	(103,500)
Cash, cash equivalents and restricted cash of continuing operations at beginning of the year	518,920	—	—	518,920
Cash, cash equivalents and restricted cash of continuing operations at end of the year	$ 415,420	$ —	$ —	$ 415,420

(1) After the elimination of the unrestricted subsidiaries and the physician groups

EXHIBIT INDEX

2.1	Agreement and Plan of Merger, dated as of May 20, 2012, by and among DaVita Inc., Seismic Acquisition LLC, HealthCare Partners Holdings, LLC, and the Member Representative.(28)
2.2	Amendment, dated as of July 6, 2012, to the Agreement and Plan of Merger, dated as of May 20, 2012, by and among DaVita Inc., Seismic Acquisition LLC, HealthCare Partners Holdings, LLC, and the Member Representative.(25)
2.3	Amendment No. 2, dated as of August 30, 2013, to the Agreement and Plan of Merger, dated as of May 20, 2012, by and among DaVita Inc., Seismic Acquisition LLC, HealthCare Partners Holdings, LLC, and the Member Representative.✓
2.4	Amendment No. 3, dated as of June 22, 2018, to the Agreement and Plan of Merger, dated as of May 20, 2012, by and among DaVita Inc., Seismic Acquisition LLC, HealthCare Partners Holdings, LLC, and the Member Representative.(30)
3.1	Restated Certificate of Incorporation of DaVita Inc., as filed with the Secretary of State of Delaware on November 1, 2016.(1)
3.2	Amended and Restated Bylaws for DaVita Inc. dated as of September 7, 2016.(1)
4.1	Indenture, dated August 28, 2012, by and among DaVita Inc., the guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as Trustee.(4)
4.2	Form of 5.750% Senior Notes due 2022 and related Guarantee (included in Exhibit 4.1).(4)
4.3	Indenture, dated June 13, 2014, by and among DaVita Inc., the guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as Trustee.(26)
4.4	Form of 5.125% Senior Notes due 2024 and related Guarantee (included in Exhibit 4.3).(26)
4.5	Second Supplemental Indenture for the 5.750% Senior Notes due 2022, dated June 13, 2014, by and among DaVita Inc., the guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as Trustee.(21)
4.6	Indenture for the 5.000% Senior Notes due 2025, dated April 17, 2015, by and among DaVita Inc., the guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as Trustee.(22)
4.7	Form of 5.000% Senior Notes due 2025 and related Guarantee (included in Exhibit 4.6).(22)
10.1	Sourcing and Supply Agreement between DaVita Inc. and Amgen USA Inc. effective as of January 6, 2017.(6)**
10.2	Equity Purchase Agreement, dated as of December 5, 2017, by and among DaVita Inc., Collaborative Care Holdings, LLC, and solely with respect to Section 9.3 and Section 9.18 thereto, UnitedHealth Group Incorporated.(2)
10.3	Amendment No. 1 dated as of September 20, 2018, to that certain Equity Purchase Agreement, dated as of December 5, 2017, by and among DaVita, Inc., a Delaware corporation, Collaborative Care Holdings, LLC, a Delaware limited liability company and a wholly owned subsidiary of Optum, Inc., and solely with respect to Section 9.3 and Section 9.18 thereto, UnitedHealth Group Incorporated, a Delaware corporation.(31)

10.4	Second Amendment to Equity Purchase Agreement by and between DaVita, Inc., a Delaware corporation, and Collaborative Care Holdings, LLC, a Delaware limited liability company, dated as of December 11, 2018, amending that certain Equity Purchase Agreement, dated as of December 5, 2017, by and among DaVita, Inc., Collaborative Care Holdings, LLC, and, solely with respect to Section 9.3 and Section 9.18 thereto, UnitedHealth Group Incorporated (as previously amended).(14)
10.5	Credit Agreement, dated as of June 24, 2014, by and among DaVita Inc., the guarantors the guarantors party thereto, the lenders party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, Barclays Bank PLC, and Wells Fargo Bank, National Association as Co-Syndication Agents, Bank of America, N.A., Credit Suisse AG, Goldman Sachs Bank USA, JPMorgan Chase Bank, N.A., Morgan Stanley Senior Funding, Inc., and SunTrust Bank, as Co-Documentation Agents, Barclays Bank PLC, Wells Fargo Securities, LLC, Credit Suisse Securities (USA) LLC, Goldman Sachs Bank USA, J.P. Morgan Securities, LLC, Bank of America, N.A., Morgan Stanley Senior Funding, Inc., and SunTrust Robinson Humphrey, Inc. as Joint Lead Arrangers and Joint Bookrunners, The Bank of Nova Scotia, Credit Agricole Securities (USA) Inc., The Bank of Tokyo-Mitsubishi UFJ, Ltd., and Sumitomo Mitsui Banking Corporation, as Senior Managing Agents, HSBC Securities (USA) Inc., Fifth Third Bank, and Compass Bank as Managing Agents. (21)
10.6	Amendment No. 1, dated as of November 21, 2018, to that certain Credit Agreement, dated as of June 24, 2014, by and among DaVita Inc., the guarantors party thereto, the lenders party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, and the other agents from time to time party thereto.(16)
10.7	Corporate Integrity Agreement, dated as of October 22, 2014, by and among the Office of Inspector General of The Department of Health and Human Services and DaVita Inc.(27)
10.8	Form of Non-Competition and Non-Solicitation Agreement, dated as of May 20, 2012, between DaVita Inc. and Dr. Robert Margolis, Dr. William Chin, Dr. Thomas Paulsen, Mr. Zan Calhoun, and Ms. Lori Glisson. (28)
10.9	Employment Agreement, effective July 25, 2008, between DaVita Inc. and Kent J. Thiry.(15)*
10.10	Amendment to Employment Agreement, effective December 31, 2014, by and between DaVita Inc. and Kent. J. Thiry.*✓
10.11	Amendment Number Two to Employment Agreement, effective as of August 20, 2018, by and between DaVita Inc. and Kent J. Thiry (32).*
10.12	Employment Agreement, effective March 17, 2010, by and between DaVita Inc. and Javier Rodriguez.(20)*
10.13	Amendment to Employment Agreement, effective December 31, 2014, by and between DaVita Inc. and Javier Rodriguez.*✓
10.14	Employment Agreement, effective February 21, 2017, by and between DaVita Inc. and Joel Ackerman.(9)*
10.15	Employment Agreement, effective April 27, 2016, by and between DaVita HealthCare Partners Inc. and Kathleen A. Waters.(6)*
10.16	Employment Agreement, effective September 22, 2005, by and between DaVita Inc. and James Hilger.(8)*
10.17	Amendment to Mr. Hilger's Employment Agreement, effective December 12, 2008.(18)*
10.18	Second Amendment to Mr. Hilger's Employment Agreement, effective December 27, 2012.(23)*
10.19	Third Amendment to Employment Agreement, effective December 31, 2014, by and between DaVita Inc. and James Hilger.*✓
10.20	Transition Agreement, dated as of July 31, 2018, by and between DaVita Inc. and James Hilger.(30)*

10.21	Amendment to Stock Appreciation Rights Agreements, entered into effective as of March 1, 2018, by and between DaVita Inc. and Carol Anthony Davidson.(29)*
10.22	Consulting Agreement, effective June 15, 2017, by and between DaVita Inc. and Roger J. Valine.(3)*
10.23	Amendment to Stock Appreciation Rights Agreements, effective June 15, 2017, by and between DaVita Inc. and Roger J. Valine. (3)*
10.24	Form of Indemnity Agreement.(12)*
10.25	Form of Indemnity Agreement.(7)*
10.26	DaVita Deferred Compensation Plan.(9)*
10.27	Executive Incentive Plan (as Amended and Restated effective January 1, 2009).(19)*
10.28	DaVita Voluntary Deferral Plan.(5)*
10.29	Deferred Bonus Plan (Prosperity Plan).(17)*
10.30	Amendment No. 1 to Deferred Bonus Plan (Prosperity Plan).(18)*
10.31	Amended and Restated Employee Stock Purchase Plan.(13)*
10.32	DaVita Inc. Severance Plan for Directors and Above.*✓
10.33	Change in Control Bonus Program.(18)*
10.34	DaVita Inc. Non-Employee Director Compensation Policy. (29)*
10.35	Amended and Restated DaVita Inc. 2011 Incentive Award Plan.(11)*
10.36	DaVita Inc. Rule of 65 Policy, adopted on August 19, 2018.(32)*
10.37	Form of Stock Appreciation Rights Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(30)*
10.38	Form of Restricted Stock Units Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(30)*
10.39	Form of Performance Stock Units Agreement -Executives (DaVita Inc. 2011 Incentive Award Plan).(30)*
10.40	Form of Stock Appreciation Rights Agreement-Board members (DaVita Inc. 2011 Incentive Award Plan).(30)*
10.41	Form of 2014 Long Term Incentive Program Stock Appreciation Rights Agreement under the DaVita Inc. 2011 Incentive Award Plan and Long-Term Incentive Program.(10)*
10.42	Form of 2014 Long Term Incentive Program Restricted Stock Units Agreement under the DaVita Inc. 2011 Incentive Award Plan and Long-Term Incentive Program.(10)*
10.43	Form of Stock Appreciation Rights Agreement-Board members (DaVita Inc. 2011 Incentive Award Plan).(24)*

10.44	Form of Stock Appreciation Rights Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(23)*
10.45	Form of Restricted Stock Units Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(24)*
10.46	Form of Long-Term Incentive Program Award Agreement (For 162(m) designated teammates) (DaVita Inc. 2011 Incentive Award Plan).(23)*
10.47	Form of Long-Term Incentive Program Award Agreement (DaVita Inc. 2011 Incentive Award Plan).(23)*
21.1	List of our subsidiaries.✓
23.1	Consent of KPMG LLP, independent registered public accounting firm.✓
24.1	Powers of Attorney with respect to DaVita. (Included on Page S-1).
31.1	Certification of the Chief Executive Officer, dated February 22, 2019, pursuant to Rule 13a-14(a) or 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.✓
31.2	Certification of the Chief Financial Officer, dated February 22, 2019, pursuant to Rule 13a-14(a) or 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.✓
32.1	Certification of the Chief Executive Officer, dated February 22, 2019, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.✓
32.2	Certification of the Chief Financial Officer, dated February 22, 2019, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.✓
101.INS	XBRL Instance Document - the Instance Document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.✓
101.SCH	XBRL Taxonomy Extension Schema Document.✓
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.✓
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.✓
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.✓
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.✓

✓ Included in this filing.

* Management contract or executive compensation plan or arrangement.

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

(1) Filed on November 2, 2016 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2016.

(2) Filed on December 6, 2017 as an exhibit to the Company's Current Report on Form 8-K.

(3) Filed on November 7, 2017 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2017.

(4) Filed on August 28, 2012 as an exhibit to the Company's Current Report on Form 8-K.

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

(6) Filed on May 2, 2017 as an exhibit to the Company's Quarterly Report on 10-Q for the quarter ended March 31, 2017.

(7) Filed on March 3, 2005 as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2004.
(8) Filed on August 7, 2006 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ending June 30, 2006.
(9) Filed on February 24, 2017 as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2016.
(10) Filed on November 6, 2014 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2014.
(11) Filed on April 28, 2014 as Appendix A to the Company's Definitive Proxy Statement on Schedule 14A.
(12) Filed on December 20, 2006 as an exhibit to the Company's Current Report on Form 8-K.
(13) Filed on June 4, 2007 as an exhibit to the Company's Current Report on Form 8-K.
(14) Filed on December 17, 2018 as an exhibit to the Company's Current Report on Form 8-K.
(15) Filed on July 31, 2008 as an exhibit to the Company's Current Report on Form 8-K.
(16) Filed on November 26, 2018 as an exhibit to the Company's Current Report on Form 8-K.
(17) Filed on February 29, 2008 as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2007.
(18) Filed on February 27, 2009 as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2008
(19) Filed on June 18, 2009 as an exhibit to the Company's Current Report on Form 8-K.
(20) Filed on April 14, 2010 as an exhibit to the Company's Current Report on Form 8-K.
(21) Filed on August 1, 2014 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2014.
(22) Filed on April 17, 2015 as an exhibit to the Company's Current Report on Form 8-K.
(23) Filed on March 1, 2013 as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2012.
(24) Filed on August 4, 2011 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2011.
(25) Filed on July 9, 2012 as an exhibit to the Company's Current Report on Form 8-K.
(26) Filed on June 16, 2014 as an exhibit to the Company's Current Report on Form 8-K.
(27) Filed on October 23, 2014 as an exhibit to the Company's Current Report on Form 8-K.
(28) Filed on May 21, 2012 as an exhibit to the Company's Current Report on Form 8-K.
(29) Filed on May 3, 2018 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2018.
(30) Filed on August 1, 2018 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2018.
(31) Filed on September 24, 2018 as an exhibit to the Company's Current Report on Form 8-K.
(32) Filed on August 23, 2018 as an exhibit to the Company's Current Report on Form 8-K.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, we have duly caused this Annual Report on Form 10-K to be signed on our behalf by the undersigned, thereunto duly authorized, in the City of Denver, State of Colorado, on February 22, 2019.

DAVITA INC.

By: /S/ KENT J. THIRY

Kent J. Thiry
Chairman and Chief Executive Officer

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

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

Signature	Title	Date
/S/ KENT J. THIRY	Chairman and Chief Executive Officer	February 22, 2019
Kent J. Thiry	(Principal Executive Officer)	
/S/ JOEL ACKERMAN	Chief Financial Officer	February 22, 2019
Joel Ackerman	(Principal Financial Officer)	
/S/ JAMES K. HILGER	Chief Accounting Officer	February 22, 2019
James K. Hilger	(Principal Accounting Officer)	
/S/ PAMELA M. ARWAY	Director	February 22, 2019
Pamela M. Arway		
/S/ CHARLES G. BERG	Director	February 22, 2019
Charles G. Berg		
/S/ BARBARA J. DESOER	Director	February 22, 2019
Barbara J. Desoer		
/S/ PASCAL DESROCHES	Director	February 22, 2019
Pascal Desroches		
/S/ PAUL J. DIAZ	Director	February 22, 2019
Paul J. Diaz		
/S/ PETER T. GRAUER	Director	February 22, 2019
Peter T. Grauer		
/S/ JOHN M. NEHRA	Director	February 22, 2019
John M. Nehra		
/S/ WILLIAM L. ROPER	Director	February 22, 2019
William L. Roper		
/S/ PHYLLIS R. YALE	Director	February 22, 2019
Phyllis R. Yale		

DAVITA INC.
SCHEDULE II—VALUATION AND QUALIFYING ACCOUNTS

Description	Balance at beginning of year	Acquisitions	Amounts charged to income	Amounts written off	Balance at end of year
			(in thousands)		
Allowance for uncollectible accounts:					
Year ended December 31, 2018	$ 218,399	$ —	$ 42,287	$ 207,762	$ 52,924
Year ended December 31, 2017	$ 238,897	$ —	$ 478,365	$ 498,863	$ 218,399
Year ended December 31, 2016	$ 251,734	$ —	$ 442,985	$ 455,822	$ 238,897

Exhibit 2.3

AMENDMENT NO. 2 TO AGREEMENT AND PLAN OF MERGER

This Amendment, dated as of August 30, 2013 (this "Amendment"), to the AGREEMENT AND PLAN OF MERGER is by and among DAVITA HEALTHCARE PARTNERS INC., a Delaware corporation ("DaVita"), HEALTHCARE PARTNERS HOLDINGS, LLC, a California limited liability company (the "Company"), and ROBERT D. MOSHER, as the member representative (the "Member Representative"). Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in that certain Agreement and Plan of Merger, dated as of May 20, 2012, as amended by that certain Amendment to Agreement and Plan of Merger, dated as of July 6, 2012 (the "Merger Agreement"), by and among DaVita, Seismic Acquisition LLC ("Merger Sub"), the Company, and the Member Representative, relating to the merger of Merger Sub with and into the Company, with the Company continuing as the surviving entity and as a wholly owned subsidiary of DaVita.

RECITALS

WHEREAS, pursuant to the Merger Agreement, if the Earn-Out EBITDA for the fiscal year ended December 31, 2013 is equal to or greater than $600,000,000, then (x) DaVita shall pay to the Members and holders of Company Options the Second Tranche (less the aggregate amount payable pursuant to clause (y) below) in cash, which shall be allocated among the Members and the holders of Company Options pro rata based on the Fully Diluted Units held by such Members or attributable to the Company Options held by such holders of Company Options as of immediately prior to the Closing relative to Total Outstanding Company Units, and (y) DaVita shall pay, or cause to be paid, any Nevada Second Tranche Payment that is due and payable pursuant to Section 1(b) of each of the Nevada Settlement Agreements;

WHEREAS, in light of the uncertainty whether Earn-Out EBITDA for the fiscal year ended December 31, 2013 will be equal to or greater than $600,000,000, DaVita and the Member Representative agree that, in lieu of waiting to the end of the fiscal year ending December 31, 2013, and making a final Earn-Out EBITDA determination for such period and calculating the resulting Per Unit Earn-Out Payment as described in Section 3.06 of the Merger Agreement, DaVita will pay the amounts as specified in this Amendment;

WHEREAS, it is the desire of DaVita and the Member Representative by entering into this Amendment to fully, completely, and permanently resolve all of the Member Representative's, and the Members' and holders of Company Options' claims, against DaVita and the Company, together with the subsidiaries, affiliates, officers, managers, employees, and agents of each (collectively the "Released Parties"), whether such claims are presently known or unknown, related to the Second Tranche;

WHEREAS, the parties hereby agree that any claims that the Member Representative, or the Members or holders of Company Options, may have against the Released Parties related to

the Second Tranche are fully released upon the execution of this Amendment and the payment of the amounts detailed below;

WHEREAS, JSA Healthcare Nevada, L.L.C., a Nevada limited liability company ("JSA"), and Sherif W. Abdou, M.D., a resident of the State of Nevada, are entering into an Amendment to Settlement Agreement, dated as of August 30, 2013 (the "Abdou Amendment"), pursuant to which the parties have agreed that they will release all claims against each other with respect to the Transaction Settlement Payment (as defined in the Abdou Amendment) and JSA will pay Dr. Abdou the amounts specified in the Abdou Amendment in full and final settlement of all claims relating to or arising out of the Transaction Settlement Payment;

WHEREAS, JSA and Amir Bacchus, M.D., a resident of the State of Nevada, are entering into an Amendment to Settlement Agreement, dated as of August 30, 2013 (the "Bacchus Amendment" and together with the Abdou Amendment, the "Doctor Amendments"), pursuant to which the parties have agreed that they will release all claims against each other with respect to the Transaction Settlement Payment (as defined in the Bacchus Amendment) and JSA will pay Dr. Bacchus the amounts specified in the Bacchus Amendment in full and final settlement of all claims relating to or arising out of the Transaction Settlement Payment; and

WHEREAS, pursuant to Section 10.07 of the Merger Agreement, the Merger Agreement may be amended or modified by an instrument in writing signed by, or on behalf of, DaVita, the Company, and the Member Representative.

NOW, THEREFORE, for and in consideration of the promises, covenants, and agreements contained herein and for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENTS

1. Earn-Out Payments.

    a. DaVita and the Member Representative agree that, in lieu of waiting to the end of the fiscal year ending December 31, 2013, making a final Earn-Out EBITDA determination for such period and calculating the resulting Per Unit Earn-Out Payment as described in Section 3.06 of the Merger Agreement, and making payment of the Second Tranche or any other payment pursuant to or in respect of Section 3.06 of the Merger Agreement, DaVita will pay the amounts specified in Section 1b and (if applicable) 1c of this Amendment as full and final settlement of the Second Tranche and any and all other payments that may be required pursuant to Section 3.06 of the Merger Agreement.

    b. As soon as practicable following the execution of this Amendment, DaVita shall pay to the Members and holders of Company Options $68,750,000 (less $5,000,000 payable to Drs. Abdou and Bacchus pursuant to Section 1(a) of the Doctor Amendments) in cash.

c. In the event ABQ Health Partners, LLC ("ABQ") or any of its affiliates enters into a binding agreement (or other arrangement satisfactory to DaVita) with Health Care Service Corporation (operating Blue Shield of New Mexico) ("HCSC") to retain any portion of the Network Stability Payments described in that certain Coordinated Care Strategic Alliance Agreement, by and between ABQ and HCSC, effective July 23, 2012, then DaVita and the Member Representative will engage in negotiations to determine if, how much and when any additional payments will be made to the Members, holders of Company Options and Drs. Abdou and Bacchus.

2. Shareholder Releases.

a. Effective as of the date of this Amendment, the Member Representative, on behalf of each Member and holder of Company Options, agrees not to sue and fully releases and discharges the Released Parties with respect to and from any and all claims, demands, rights, liens, contracts, covenants, proceedings, causes of action, obligations, debts, and losses of whatever kind or nature in law, equity, or otherwise, whether now known or unknown, and whether or not concealed or hidden, all of which each such person now owns or holds or has at any time owned or held against the Released Parties connected with or relating to any matter occurring on or prior to the date of this Amendment related to the Second Tranche, or any other payments that may be required pursuant to Section 3.06 of the Merger Agreement; provided, however, that nothing in this Section 2(a) will be deemed to constitute a release by the Member Representative, or any Member or holder of Company Options, of any right of such person under this Amendment or any right of such person under the Merger Agreement other than those related to the Second Tranche.

b. It is the intention of the Member Representative, on behalf of each Member and holder of Company Options, that such release be effective as a bar to each and every claim, demand, and cause of action specified in Section 2(a).

c. The Member Representative, on behalf of each Member and holder of Company Options, acknowledges and intends that the Released Parties are being released from unknown and unforeseen claims to the fullest extent permitted by law and the Member Representative, on behalf of each Member and holder of Company Options, waives any defenses based thereon. The Member Representative, on behalf of each Member and holder of Company Options, acknowledges that such person has been advised by his attorneys with respect to this release.

3. Transaction Settlement Payments. DaVita covenants and agrees that it shall timely make or pay any amounts required to be paid pursuant to Section 1 of each of the Doctor Amendments, and the Member Representative hereby authorizes such payments.

4. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York. All Actions arising out of or relating to this

Amendment shall be heard and determined exclusively in any federal court sitting in the Borough of Manhattan of the City of New York; provided, however, that, if such federal court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any New York state court sitting in the Borough of Manhattan of the City of New York. Consistent with the preceding sentence, the parties hereto hereby (a) submit to the exclusive jurisdiction of any federal or state court sitting in the Borough of Manhattan of the City of New York for the purpose of any Action arising out of or relating to this Amendment brought by any party hereto; (b) consent to service of process in accordance with the procedure set forth in Section 10.02 of the Merger Agreement; and (c) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Amendment or the Transactions may not be enforced in or by any of the above-named courts.

5. Severability. If any term or other provision of this Amendment is invalid, illegal, or incapable of being enforced under any Law or public policy, all other terms and provisions of this Amendment shall nevertheless remain in full force and effect, provided that the economic and legal substance of the actions set forth herein is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Amendment so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible.

6. Counterparts. This Amendment may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in "pdf" form) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

7. No Other Amendment and Agreements. Except to the extent expressly amended by this Amendment, all terms of the Merger Agreement shall remain in full force and effect without further amendment, change, or modification.

[Signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed as of the date first written above by its representative thereunto duly authorized.

DAVITA INC.

By: /s/ Kent J. Thiry
Name: Kent J. Thiry
Title: Chief Executive Officer

HEALTHCARE PARTNERS HOLDINGS LLC

By: /s/ Robert J. Margolis
Name: Robert J. Margolis, M.D.
Title: Chief Executive Officer

MEMBER REPRESENTATIVE

/s/ Robert D. Mosher
Name: Robert D. Mosher

Exhibit 10.10

AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment to Employment Agreement ("Third Amendment ") amends the Employment Agreement (the "Agreement"), entered into as of July 25, 2008 (the "Agreement"), by and between DaVita Inc. (now called DaVita HealthCare Partners Inc. and referred to in this Amendment "Employer") and Kent J. Thiry ("Employee"). Specifically, effective December 31, 2014, the parties agree to amend the Agreement as follows:

1. A new Section 2.1 is hereby added to the Agreement as follows:

"Possible Recoupment of Certain Compensation. Notwithstanding any other provision in this Agreement to the contrary, Employee shall be subject to the written policies of the Board of Directors as well as laws and regulations applicable to executives of the Employer, including without limitation the DaVita HealthCare Partners Inc. Incentive Compensation Clawback Policy approved by the Board of Directors on December 4, 2014 and rules adopted pursuant to the Dodd-Frank Act, and any other Board policy, law or regulation relating to recoupment or "clawback" of compensation that may exist from time to time during the Employee's employment by the Employer and thereafter."

In all other respects, and with the exception of any all previous amendments, the Agreement remains unchanged and in full force and effect.

EMPLOYER / DAVITA HEALTHCARE PARTNERS INC.

EMPLOYEE/

By /s/ Laura Mildenberger
Laura Mildenberger
Chief People Officer

/s/ Kent Thiry
Kent J. Thiry

Approved as to Form

/s/ Michael Freimann
Michael A. Freimann
Assistant General Counsel – Labor & Employment

Exhibit 10.13

AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment to Employment Agreement ("Amendment") amends the Employment Agreement (the "Agreement"), entered into as of March 17, 2010 (the "Agreement "), by and between DaVita Inc. (now called DaVita HealthCare Partners Inc. and referred to in this Amendment " Employer") and Javier Rodriguez ("Employee"). Specifically, effective December 31, 2014, the parties agree to amend the Agreement as follows:

1. A new Section 2.8 is hereby added to the Agreement as follows:

"Possible Recoupment of Certain Compensation. Notwithstanding any other provision in this Agreement to the contrary, Employee shall be subject to the written policies of the Board of Directors as well as laws and regulations applicable to executives of the Employer, including without limitation the DaVita HealthCare Partners Inc. Incentive Compensation Clawback Policy approved by the Board of Directors on December 4, 2014 and rules adopted pursuant to the Dodd-Frank Act, and any other Board policy, law or regulation relating to recoupment or "clawback" of compensation that may exist from time to time during the Employee's employment by the Employer and thereafter."

In all other respects, and with the exception of any all previous amendments, the Agreement remains unchanged and in full force and effect.

EMPLOYER / DAVITA HEALTHCARE PARTNERS INC.

EMPLOYEE/

By /s/ Laura Mildenberger
Laura Mildenberger
Chief People Officer

/s/ Javier Rodriguez
Javier Rodriguez

Approved as to Form

/s/ Michael Freimann
Michael A. Freimann
Assistant General Counsel – Labor & Employment

Exhibit 10.19

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

This Third Amendment to Employment Agreement ("Third Amendment") amends the Employment Agreement (the "Agreement"), entered into as of September 22, 2005 (the "Agreement"), by and between DaVita Inc. (now called DaVita HealthCare Partners Inc. and referred to in this Amendment "Employer") and James Hilger ("Employee"). Specifically, effective December 31, 2014, the parties agree to amend the Agreement as follows:

1. A new Section 2.10 is hereby added to the Agreement as follows:

"Possible Recoupment of Certain Compensation. Notwithstanding any other provision in this Agreement to the contrary, Employee shall be subject to the written policies of the Board of Directors as well as laws and regulations applicable to executives of the Employer, including without limitation the DaVita HealthCare Partners Inc. Incentive Compensation Clawback Policy approved by the Board of Directors on December 4, 2014 and rules adopted pursuant to the Dodd-Frank Act, and any other Board policy, law or regulation relating to recoupment or "clawback" of compensation that may exist from time to time during the Employee's employment by the Employer and thereafter."

In all other respects, and with the exception of any all previous amendments, the Agreement remains unchanged and in full force and effect.

EMPLOYER / DAVITA HEALTHCARE PARTNERS INC.

EMPLOYEE/

By /s/ Laura Mildenberger
Laura Mildenberger
Chief People Officer

/s/ James Hilger
James Hilger

Approved as to Form

/s/ Michael Freimann
Michael A. Freimann
Assistant General Counsel – Labor & Employment

Exhibit 10.32

DAVITA INC.
SEVERANCE PLAN FOR DIRECTORS AND ABOVE

DaVita Inc., a Delaware corporation (the "Company"), hereby restates the DaVita Inc. Severance Plan for Directors and Above (this "Plan"), effective September 1, 2016, for the benefit of certain Teammates of the Company and its subsidiaries.

This Plan is intended to secure the continued services and ensure the continued dedication of the Teammates (as defined in Section 1(d)) by providing to such Teammates certain protections in the event of a Qualifying Termination (as defined in Section 1(f)).

This Plan is intended to qualify as an employee welfare benefit plan as described in section 3(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

1. Definitions. As used in this Plan, the following terms shall have the respective meanings set forth below:

(a) "Base Salary" means the Teammate's weekly base wage at the rate in effect on the Termination Date, excluding for this purpose all categories of pay that are not base wages (including, but not limited to overtime, bonuses, commissions, incentive pay and any taxable or nontaxable fringe benefit or payment).

(b) "Code" means the Internal Revenue Code of 1986, as amended.

(c) "Company" means DaVita Inc., a Delaware corporation.

(d) "Teammate" means any person who at the time of the Qualifying Termination is employed by the Company or any of its wholly owned subsidiaries in a position of Vice President or Director, as reflected on the Company's records, but excluding:

i) independent contractors or consultants of the Company,

ii) teammates who are employed by DaVita DPC Holding Co., LLC or any of their subsidiaries, including Paladina Health LLC or any other subsidiaries of the Company operating as part of or included within the business unit of the Company known as Paladina Health or direct primary care,

iii) teammates who are employed by HealthCare Partners Holdings LLC, or any of its subsidiaries, or any other subsidiaries of the Company operating as part of or included

within the business unit known as HealthCare Partners or integrated health care delivery and management, and

iv) teammates who are employed by entities that are a part of or included within the international business operations of the Company, except to the extent that such teammates are employed by an entity incorporated in and are residents of one of the states of the United States of America.

(e) "Period of Service" means a consecutive period measured from a Teammate's hire date with the Company, as reflected in the payroll records of the Company, during which the Teammate is employed by the Company, without interruption by quit, discharge, layoff, or other termination of employment.

(f) "Qualifying Termination" means the involuntary termination of a Teammate's employment by the Company under circumstances for which the payment of severance payments and benefits under this Plan is approved by the Senior Vice President of People Services and the Assistant General Counsel-Labor of the Company; provided, however, that a Teammate will not incur a Qualifying Termination and will not receive severance payments and benefits under this Plan if the Teammate's employment is terminated by the Company for any action which the Company, in its sole discretion, determines is for material cause, including, but not limited to, failure to perform job responsibilities, violation of the Company's policies and procedures, an act of fraud or dishonesty affecting or involving the Company, or a breach of a material provision of the Teammate's employment agreement or other similar agreement with the Company.

(g) "Termination Date" with respect to a Teammate means the last day of work for which the Teammate will be paid for work as designated in the notice advising the Teammate that he or she will be subject to a Qualifying Termination. Neither unused time off benefits nor the payment of severance pay under this Plan will extend a Teammate's Termination Date.

2. Payments and Benefits Upon Qualifying Termination. If a Teammate shall incur a Qualifying Termination, and the Teammate (or the Teammate's executor or other legal representative in the case of the Teammate's death or disability following such termination) executes and does not revoke a waiver and release agreement substantially in the form of Exhibit A hereto (the "Severance Agreement") and a noncompetition and confidentiality agreement substantially in the form of Exhibit B hereto (the "Noncompetition Agreement") by the deadline specified in the agreements to sign and not revoke such agreements, the Company shall provide to the Teammate as compensation for services rendered to the Company, and in consideration of the covenants set forth in the Severance Agreement and Noncompetition Agreement, the payments and benefits described in this Section 2. Notwithstanding the foregoing provisions of this Section 2, if, as a result of a Teammate's termination of employment on the Termination Date, a Teammate is entitled

to severance payments and benefits from the Company or any of its subsidiaries which are not payable pursuant to this Plan, but are payable pursuant to an employment agreement or other compensation arrangement entered into between such Teammate and the Company or any of its subsidiaries ("Other Severance Payments and Benefits"), the payments and benefits to be received by the Teammate pursuant to this Section 2 shall be reduced, but not below zero, on a dollar-for-dollar basis for every dollar of the Other Severance Payments and Benefits, if any, received by the Teammate.

(a) Subject to Section 3 of this Plan, the Company shall pay to the Teammate (or the Teammate's beneficiary or estate, as the case may be), commencing within 14 days following the date of execution of the Severance Agreement and Noncompetition Agreement, the Teammate's Base Salary for the applicable period set forth below based on the Teammate's job classification and Period of Service:

:

Job Classification	Period of Service	Salary Continuation Period
Vice President and Above	Less than one year	6 months
Vice President and Above	One year or more	12 months
Director	Less than 1 months	1 month
Director	1 to less than 3 months	2 months
Director	3 to 24 months	3 months
Director	More than 24 months	6 months

Such payments will be subject to all applicable tax and other withholdings, except that no withholding shall be made for the DaVita Retirement Savings Plan, or any other 401(k) plan, or for premiums for continued insurance coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

(b) The Company shall provide outplacement assistance to the Teammate, the nature of which will be at the Company's discretion, and which shall, in no event be provided after the last day of the second calendar year following the calendar year in which the termination date occurs.

(c) The Teammate's stock options, restricted stock units, other stock-based awards, and other long-term incentives shall be treated in accordance with the terms of any agreements that Teammate has previously entered into with the Company concerning these benefits.

3. Section 409A of the Code. This Plan is intended to fall within the exemptions to Section 409A of the Code for separation pay plans and short-term deferrals that meet the

requirements of the exemption from Section 409A of the Code and shall be interpreted and construed consistent with that intent. Notwithstanding any other provision of this Plan, to the extent that the right to any payment (including the provision of benefits) to a Teammate hereunder provides for the "deferral of compensation" within the meaning of Section 409A(d)(1) of the Code, the payment shall be made (or provided) in accordance with the following:

If the Teammate is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code on the date of the Teammate's Termination Date, then no such payment shall be made during the period beginning on the Termination Date and ending on the date that is six months following the Termination Date or, if earlier, on the date of the Teammate's death, if the earlier making of such payment would result in tax penalties being imposed on the Teammate under Section 409A of the Code. The amount of any payment that would otherwise be made during this period shall instead be made on the first business day following the date that is six months following the Termination Date or, if earlier, the date of the Teammate's death. Each payment and benefit hereunder shall constitute a "separately identified" amount within the meaning of Treasury Regulation Section 1.409A-2(b)(2).

With respect to any payments due under Section 2(a) of this Plan as a result of the Teammate's Qualifying Termination made pursuant to the terms of this Plan, and which are subject to the Teammate's execution and delivery of the Severance Agreement and Noncompetition Agreement described in Section 2 hereof, in any case where the Termination Date and the Release Expiration Date fall in two separate taxable years, any payments required to be made to the Teammate which are conditioned on the timely execution of the Severance Agreement and Noncompetition Agreement and are treated as nonqualified deferred compensation for purposes of Section 409A shall be made in the later taxable year. For purposes of this section, "Release Expiration Date" shall mean deadline following the Termination Date as described in Section 2 hereof, during which the Teammate may timely deliver an executed Severance Agreement and Noncompetition Agreement and not revoke such agreements in order to receive payments and benefits under this Plan.

4. Plan Administration; Claims Procedure.

(a) This Plan shall be interpreted and administered by the Company, or if the Company has delegated its authority to interpret and administer this Plan, by the person or persons appointed by the Company from time to time to interpret and administer this Plan (the "Plan Administrator"), who shall have complete authority, in his or her sole discretion subject to the express provisions of this Plan, to make all determinations necessary or advisable for the administration of this Plan. At the time of this restatement, the Company has delegated its authority as the Plan Administrator to the Welfare Benefits Committee. Such determinations shall include, but are not limited to, determination of eligibility, the Termination Date, termination of eligibility, and the amount payable to the Teammate. All questions arising in connection with the interpretation

of this Plan or its administration shall be submitted to and determined by the Plan Administrator in a fair and equitable manner in accordance with the procedure for claims and appeals described in Section 4(b).

(b) Any Teammate whose employment has been terminated who believes that he or she is entitled to receive benefits under this Plan, including benefits other than those initially determined by the Plan Administrator to be payable, may file a claim in writing with the Plan Administrator, specifying the reasons for such claim. The Plan Administrator shall, within 90 days after receipt of such written claim (unless special circumstances require an extension of time, but in no event more than 180 days after such receipt), send a written notification to the Teammate as to the disposition of such claim. Such notification shall be written in a manner calculated to be understood by the claimant and in the event that such claim is denied in whole or in part, shall (i) state the specific reasons for the denial, (ii) make specific reference to the pertinent Plan provisions on which the denial is based, (iii) provide a description of any additional material or information necessary for the Teammate to perfect the claim and an explanation of why such material or information is necessary, and (iv) set forth the procedure by which the Teammate may appeal the denial of such claim. The Teammate (or his or her duly authorized representative) may request a review of the denial of any such claim or portion thereof by making application in writing to the Plan Administrator within 60 days after receipt of such denial. Such Teammate (or his or her duly authorized representative) may, upon written request to the Plan Administrator, review any documents pertinent to such claim, and submit in writing issues and comments in support of such claim. Within 60 days after receipt of a written appeal (unless special circumstances require an extension of time, but in no event more than 120 days after such receipt), the Plan Administrator shall notify the Teammate of the final decision with respect to such claim. Such decision shall be written in a manner calculated to be understood by the claimant and shall state the specific reasons for such decision and make specific references to the pertinent Plan provision on which the decision is based.

(c) The Plan Administrator may from time to time delegate any of his or her duties hereunder to such person or persons as the Plan Administrator may designate. The Plan Administrator is empowered, on behalf of this Plan, to engage accountants, legal counsel and such other persons as the Plan Administrator deems necessary or advisable for the performance of his or her duties under this Plan. The functions of any such persons engaged by the Plan Administrator shall be limited to the specified services and duties for which they are engaged, and such persons shall have no other duties, obligations or responsibilities under this Plan. Such persons shall exercise no discretionary authority or discretionary control respecting the administration of this Plan. All reasonable fees and expenses of such persons shall be borne by the Company.

5. Withholding Taxes. The Company will withhold from all payments due under this Plan to each Teammate (or the Teammate's beneficiary or estate) all taxes which, by applicable federal, state, local or other law, the Company is required to withhold therefrom.

6. Amendment. The Company shall have the right, in its sole discretion, pursuant to action by the Company's Board of Directors or its delegate, to amend this Plan in any respect; provided, however, that no amendment may reduce any severance payments or benefits due hereunder with respect to a Teammate who previously incurred a Qualifying Termination and who has not forfeited such payments and benefits pursuant to the Noncompetition Agreement or the offset provisions of Sections 2 or 8. In the event that this Plan is determined to be a "deferred compensation plan" subject to Section 409A of the Code, the Company's Board of Directors or its delegate shall, as necessary, adopt such conforming amendments as are necessary to comply with Section 409A of the Code without reducing the payments and benefits due to the Teammates hereunder.

7. Effect of Plan. Any amount payable pursuant to this Plan shall be reduced by any other amount of severance relating to salary continuation or any other continuation of medical coverage to be received by the Teammate upon termination of employment of the Teammate under any severance plan, policy or arrangement of the Company. Subject to the foregoing and to the provisions of Sections 2 and 8 hereof, the rights of, and benefits payable to, a Teammate pursuant to this Plan are in addition to any rights of, or benefits payable to, a Teammate under any other Teammate benefit plan or compensation program of the Company. All rights of a Teammate under any such plan or program shall be determined in accordance with the provisions of such plan or program.

8. Offset; Mitigation.

(a) If the Company is obligated by law or contract to pay severance pay, notice pay or other similar benefits, or if the Company is obligated by law to provide advance notice of separation ("Notice Period"), then any payments hereunder shall be reduced, but not below zero, on a dollar-for-dollar basis by the amount of any such severance pay, notice pay or other similar benefits, as applicable, and by the amount of any severance pay, notice pay or other similar benefits received during any Notice Period.

(b) To the extent permitted by applicable law, the Company may, at its sole discretion, apply any payment amounts otherwise due and payable under this Plan against any Teammate loans outstanding to the Company or other debts of the Teammate to the Company existing on the Termination Date.

(c) Any amount payable pursuant to this Plan shall also be reduced, but not below zero, on a dollar-for-dollar basis by any amount of compensation received by the Teammate from another employer (as an employee, consultant, or independent contractor) during the applicable salary continuation period set forth in Section 2(a) hereof. Teammate may not defer compensation with his new employer or client or take any other action in an effort to avoid the dollar-for-dollar reduction required by this Plan, and that if Teammate does take such action, the benefits under this Plan may be reduced by the Plan Administrator in its sole discretion.

(d) A Teammate who is entitled to receive severance payments and benefits hereunder shall be obligated to seek other employment and to take all other reasonable actions so as to mitigate the amounts payable and the benefits to be provided to such Teammate under any of the provisions of this Plan. In order to receive payments pursuant to this Plan, a Teammate must:

i) attest, on a monthly basis, that he or she is actively seeking other employment, and provide any additional information as determined in the discretion of the Plan Administrator; and

ii) agree to advise the Company immediately whether he or she has obtained new employment (either as an employee, consultant, or independent contractor) or received any other earnings, and what his or her overall compensation is, including salary, all forms of bonuses, any deferred compensation, and any equity in lieu of cash compensation.

If a Teammate fails to meet the attestation and notification requirements, the Teammate will not be paid any remaining portion of the payments under this Plan, and any remaining payments will be cancelled.

9. Unfunded Plan. This Plan shall not be funded. No Teammate entitled to benefits hereunder shall have any right to, or interest in, any specific assets of the Company, but a Teammate shall have only the rights of a general creditor of the Company to receive benefits on the terms and subject to the conditions provided in this Plan.

10. Payments to Minors, Incompetents and Beneficiaries. Any benefit payable to or for the benefit of a minor, an incompetent person or other person incapable of giving a receipt therefor shall be deemed paid when paid to such person's guardian or to the party providing or reasonably appearing to provide for the care of such person, and such payment shall fully discharge the Company, the Plan Administrator and all other parties with respect thereto. If a Teammate shall die while any amounts would be payable to the Teammate under this Plan had the Teammate continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Plan to such person or persons appointed in writing by the Teammate to receive such amounts or, if no person is so appointed, to the estate of the Teammate.

11. Non-Assignability. None of the payments, benefits or rights of any Teammate shall be subject to any claim of any creditor, and, in particular, to the fullest extent permitted by law, all such payments, benefits and rights shall be free from attachment, garnishment, trustee's process or any other legal or equitable process available to any creditor of such Teammate. Except as otherwise provided herein or by law, no right or interest of any Teammate under this Plan shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including without limitation by execution, levy, garnishment, attachment or pledge; no attempted assignment or transfer thereof shall be effective; and no right or interest of any Teammate under this Plan shall be subject to any obligation or liability of such Teammate.

12. No Rights to Continued Employment. Neither the adoption of this Plan, nor any amendment hereof, nor the creation of any fund, trust or account, nor the payment of any benefits, shall be construed as giving any Teammate the right to be retained in the service of the Company, and all Teammates shall remain subject to discharge to the same extent as if this Plan had not been adopted.

13. Successors; Binding Agreement. This Plan shall inure to the benefit of and be binding upon the beneficiaries, heirs, executors, administrators, successors and assigns of the parties, including each Teammate, present and future, and any successor to the Company or one of its subsidiaries. This Plan shall not be terminated by any merger or consolidation of the Company whereby the Company is or is not the surviving or resulting corporation or as a result of any transfer of all or substantially all of the assets of the Company. In the event of any such merger, consolidation or transfer of assets, the provisions of this Plan shall be binding upon the surviving or resulting corporation or the person or entity to which such assets are transferred. The Company agrees that concurrently with any merger, consolidation or transfer of assets referred to in this Section 13, it will cause any surviving or resulting corporation or transferee unconditionally to assume all of the obligations of the Company hereunder.

14. Headings. The headings and captions herein are provided for reference and convenience only, shall not be considered part of this Plan and shall not be employed in the construction of this Plan.

15. Notices. Any notice or other communication required or permitted pursuant to the terms hereof shall have been duly given when delivered or mailed by United States mail, first class, postage prepaid, addressed to the intended recipient at his, her or its last known address.

16. Effective Date and Term. This Plan shall be effective as of the date hereof and shall end on the date on which this Plan is terminated by the Company; provided that this Plan and the obligations of the Company hereunder shall not terminate with respect to any severance payments or benefits due hereunder with respect to a Teammate who previously incurred a Qualifying Termination and who has not forfeited such payments and benefits pursuant to the Noncompetition Agreement until such obligations have been fully satisfied by the Company.

17. Employment with, and Action by, Subsidiaries. For purposes of this Plan, subject to Section 1(d), employment with the Company or actions taken by the Company with respect to the Teammate shall include employment with or actions taken by any corporation or other entity in which the Company has a direct or indirect ownership interest of 50% or more of the total combined voting power of the then outstanding securities of such corporation or other entity entitled to vote generally in the election of directors.

18. Governing Law; Validity. This Plan shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Delaware (without regard to principles of conflicts of laws) to the extent not preempted by ERISA or other Federal law, which shall otherwise control. If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Plan shall be construed and enforced as if such provision had not been included.

IN WITNESS WHEREOF, the Company has caused this Plan to be adopted as of the 2nd day of September, 2016.

DAVITA INC.

By: /s/ Susan Rutherford

Exhibit A to Plan

SEVERANCE AGREEMENT

This Severance Agreement ("Agreement") is entered into by [NAME OF EMPLOYEE] ("Employee") and DaVita Inc. ("DaVita"), together the "Parties" on the date specified below, pursuant to Section 2 of the DaVita Inc. Severance Plan for Directors and Above (the "Plan"). This Severance Agreement is considered an integral part of the Plan.

1. Termination of Employment. Employee's employment with DaVita will end on [INSERT DATE], the "Termination Date."

2. Payment and Notices. Regardless of whether Employee signs this Agreement, Employee will receive payment of final wages for work through the Employee's last day of employment; notice of the terms under which Employee may elect to continue health insurance coverage, and other notifications required by law.

3. Severance Payment. In exchange for Employee's acceptance and agreement to all the terms of this Agreement, and Employee's compliance with obligations contained in this Agreement and the Plan, DaVita will continue to pay Employee's base salary for up to a period of ____months (the "Severance Payment") from which DaVita will deduct all withholding taxes required by federal, state and local laws. All Employee obligations in this Agreement and in the Plan are material terms, including but not limited to the following: Employee's (i) release, waiver and covenant not to sue, (ii) obligation to return property, (iii) acknowledgements, (iv) exit-interview and disclosure obligations, (v) non-competition agreement, non-solicitation and confidentiality obligations, (vi) representations and warranties, and (vii) offset and mitigation provisions in Section 8 of the Plan (including, but not limited to, the notification and monthly attestation requirements) which may impact the duration and amount of such Severance Payments.

4. Return of Property. Employee has returned and/or will immediately return to DaVita within five business days of Employee's termination date, unless prohibited by any applicable federal, state or local law or regulation, all DaVita-owned property in Employee's possession, including, but not limited to, (i) credit cards, (ii) keys and access cards to DaVita buildings or property, (iii) DaVita-owned equipment, (iv) DaVita documents, papers, manuals, files, and price lists, and (v) trade secret and confidential DaVita information in paper or electronic form.

5. Waiver and Release of Claims by Employee. Employee, on his or her own behalf and on behalf of his or her heirs, family members, executors, agents, and assigns, agrees to fully

and forever release DaVita and its current and former successors, subrogees, assigns, principals, agents, attorneys, partners, heirs, employees, officers, subsidiaries and affiliates, shareholders, and directors, all in both their individual and representative capacities, (together the "Released Parties") from any and all claims, actions, causes of action, liabilities, demands, rights, damages, costs, attorneys' fees, expenses and controversies of every kind and description through the date of this Agreement. This general release and waiver shall include, but not be limited to, the following:

a. any and all claims relating to or arising from Employee's employment relationship with DaVita and the end of that relationship;

b. any and all claims relating to, or arising from, Employee's right to purchase, or actual purchase of shares of stock of DaVita, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law;

c. any and all claims for violation of any federal, state, or municipal statute, regulation or constitutional provision, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; Section 1981 of the Civil Rights Act; the National Labor Relations Act; the Americans with Disabilities Act as amended; the ADA Amendments Act of 2008; the Fair Labor Standards Act, except as prohibited by law; the Fair Credit Reporting Act; the Age Discrimination in Employment Act of 1967;; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; the Lilly Ledbetter Fair Pay Act;; and

d. [For California Employees only]. Certain California civil rights provided by the Ralph Civil Rights Act (Civil Code 51.7) and the Tom Bane Civil Rights Act (Civil Code 52.1).

6. Unknown Claims. This Agreement includes claims of every nature and kind, known or unknown, and suspected or unsuspected. Employee acknowledges that he or she may hereafter discover facts different from, or in addition to, those which they now know to be or believe to be true with respect to the Agreement, and he or she agrees that this Agreement and the releases contained herein shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery thereof.

7. [For California Employees only]. Employees in California, or to whom California law applies, knowingly voluntarily and expressly waive, relinquish and forfeit all rights and benefits accorded by the provisions of Section 1542 of the California Civil Code and furthermore waive any rights that he or she might have to invoke said provisions and furthermore waives any rights to invoke said provisions or other States' laws of similar effect now or in the future with

respect to the releases contained herein or other States' laws of similar effect now or in the future with respect to the releases contained herein. Section 1542 states:

> **A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

8. Limitation on Release. Notwithstanding the generality of the releases contained in this Agreement, it does not include a release of any claim which may not be released by private agreement without judicial or governmental supervision or any claim for DaVita benefits under a DaVita employee benefit plan that have accrued and vested as of Employee's termination date and that, by their express terms, survive any termination of employment.

9. Other litigation. Employee covenants that he or she will not initiate any lawsuit asserting any claim, action or cause of action, of any kind that he or she has herein released, except for those administrative matters permitted in paragraph 20 below.

10. Medicare Coverage/Acknowledgement. Employee affirms, covenants, and warrants he/she is not a Medicare beneficiary and is not currently receiving, has not received in the past, will not have received at the time of payment pursuant to this Agreement, is not entitled to, is not eligible for, and has not applied for or sought Social Security Disability or Medicare benefits. In the event any statement in the preceding sentence is incorrect (for example, but not limited to, if Employee is a Medicare beneficiary, etc.), the following sentences (i.e., the remaining sentences of this paragraph) apply. Employee affirms, covenants, and warrants he/she has made no claim for illness or injury against, nor is he/she aware of any facts supporting any claim against, the released parties under which the released parties could be liable for medical expenses incurred by the Employee before or after the execution of this agreement. Furthermore, Employee is aware of no medical expenses which Medicare has paid and for which the released parties are or could be liable now or in the future. Employee agrees and affirms that, to the best of his/her knowledge, no liens of any governmental entities, including those for Medicare conditional payments, exist. Employee will indemnify, defend, and hold the released parties harmless from Medicare claims, liens, damages, conditional payments, and rights to payment, if any, including attorneys' fees, and Employee further agrees to waive any and all future private causes of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A) et seq.

11. Employee Representations and Warranties. Employee makes the following general representations and warranties:

a. He or she has had a reasonable time to consider the terms of this Agreement.

b. He or she has voluntarily executed this Agreement without being pressured or influenced by any statement or representation of any person acting on behalf of another Party including the officers, agents and attorneys for any other Party.

c. He or she has no pending lawsuit, against DaVita or any of its officers, directors, agents or employees arising out of or otherwise connected with any of the matters herein released.

d. He or she has not previously disclosed any information which, if disclosed after execution of this Agreement, would be a violation of the Confidentiality provisions as outlined in paragraph 22.

e. He or she has full and complete legal capacity to enter into this Agreement.

f. In making the decision to enter into this Agreement, he or she has not relied on any statement made by DaVita, either expressed or implied, either by statement or omission.

12. [For Employees age 40 or over.] Waiver and Release of Claims under ADEA. Employee acknowledges, warrants and represents the following:

a. He or she is waiving and releasing any rights he or she may have under the Age Discrimination in Employment Act of 1967 ("ADEA"),

b. This waiver and release does not apply to any rights or claims that may arise under the ADEA after the Effective Date of this Agreement.

c. The consideration given for this waiver and release is in addition to anything of value to which Employee was already entitled.

d. Employee has been advised by this writing that he or she should consult with an attorney prior to executing this Agreement.

e. Employee has been provided with at least 21 days from the date he or she received this Agreement to consider whether to sign this Agreement, and that if Employee signs the Agreement in less than 21 days, that signature shall constitute a knowing and voluntary

waiver of his or her right to consider the agreement for the full 21 days. [Should this be a reduction in force for two or more employees delete e. above and add the following as e.: Employee has been provided with at least 45 days from the date he or she received this Agreement to consider whether to sign this Agreement, and that if Employee signs the Agreement in less than 45 days, that signature shall constitute a knowing and voluntary waiver of his or her right to consider the agreement for the full 45 days.]

f. After Employee accepts this Agreement, Employee will have an additional 7 days (15 days in Minnesota) in which to revoke his or her acceptance, which Employee may do by returning to DaVita a written notice of revocation. Any such revocation notice shall be by hand delivery, fax or by priority mail, and it must be addressed to and received by the following within the revocation period:

Jan Schneider
DaVita Inc.
1551 Wewatta Street
Denver, CO 80202
eFax: (866) 894-2611

g. This Agreement shall not be effective until after the revocation period has expired.

h. [Should this be a reduction in force for two or more employees add as h: Employee acknowledges that he or she has received the information attached hereto as Exhibit A concerning the selection of teammates for layoff.]

13. Acknowledgment with Respect to Payments. Employee hereby admits, acknowledges and agrees that with payments hereunder he or she has received, or will receive, full and final payment of any wages and/or bonus amounts and/or other benefits that are or could be due under the terms of his or her employment with DaVita.

14. Transfer into Regular Position Prior to Termination Date. If Employee transfers into a regular position at DaVita, or any of its affiliated companies, prior to the Termination Date, and thus is not terminated by DaVita, Employee is ineligible to sign this Agreement, this Agreement is void, and no payments or benefits will be provided under this Agreement. Furthermore, if after the Termination but before DaVita's receipt of this Agreement, Employee begins another regular position at DaVita or any of its affiliated companies, Employee will no longer be eligible for payments or benefits under this Agreement.

15. Offset/Termination of Severance Payments. DaVita reserves the right to offset from the Severance Payment any amount legally owed by Employee to DaVita on or after

termination of Employee's employment. DaVita also reserves the right to offset from the Severance Payment any compensation received by the Employee from any other employer (as an employee, consultant or independent contractor) for the period specified in the Plan. DaVita also reserves the right to cancel any remaining Severance Payments if the Employee fails to meet the attestation and notification requirements of the Plan.

16. Entire Agreement. The Agreement, including all forms and notices and the Plan referenced herein, together with the provisions of any written agreements with DaVita that survive termination of Employee's employment, e.g., provisions on post-employment non-competition, non-solicitation and confidentiality, constitute the entire agreement and understanding of the parties on the subjects contained herein and this Agreement and those provisions supersede and replace all prior negotiations and all prior agreements, proposed or otherwise, whether oral or written.

17. Cooperation. After the termination of Employee's employment with DaVita, Employee agrees to fully cooperate with DaVita with any actual or potential legal proceedings, or internal investigations, in which DaVita requests his or her assistance. Such assistance shall include, but is not limited to, participating in interviews with representatives of DaVita, attending, as a witness, depositions, trials, or other similar proceedings without requiring a subpoena, and producing and/or providing any documents.. This cooperation shall be at no additional cost to DaVita, with the exception of reasonable out-of-pocket expenses which must have been pre-approved in writing by DaVita.

18. Compliance Exit Questionnaire and Interview. Employee agrees to be available to participate in an exit interview with the Company's Corporate Compliance Department or its designee. Employee further agrees that he or she is required to answer any questions fully and completely and that a failure to do so is a material breach of this Agreement.

19. Compliance Obligations. Employee acknowledges that he or she has fulfilled all obligations to raise any and all compliance concerns while employed with DaVita and that he or she is not currently aware of any compliance-related issues that he or she has not previously raised with the company. If he or she is currently aware of a compliance-related issue, Employee acknowledges his or her obligation to raise the concern(s) during his or her compliance exit interview and that failure to do so is a material breach of this Agreement.

20. Non-disparagement. Employee agrees not to disparage DaVita or any other Released Party, orally or in writing; provided that Employee may respond accurately and fully to compulsory legal process. Employee agrees to notify immediately DaVita upon receipt of any subpoena or court order related to any of the Released Parties. However, nothing in this paragraph or paragraph 22 below shall limit Employee's right to engage in legally protected

conduct including the filing of administrative charges with governmental agencies or participating in the investigation of any such charges by governmental agencies, including providing documents or other information to such agencies.

21. No Admission of Liability. Nothing contained herein, and no action taken by any party hereto with regard to the Agreement, shall be construed as an admission by any party of liability for any purpose whatsoever.

22. Confidentiality of this Agreement. Employee agrees that from the date of this Agreement forward, he or she will keep the terms of this Agreement confidential and will not disclose the fact or terms to anyone except to members of his or her immediate family**,** his or her attorney or counselor, and persons assisting him/her in financial planning or income tax preparation, provided that these people agree to keep such information confidential.

23. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Delaware (without regard to principles of conflicts of laws) to the extent not preempted by the Employee Retirement Income Security Act of 1974, as amended, or other Federal law, which shall otherwise control. **In any such proceeding, Employee hereby knowingly and voluntarily waives his or her right to a jury trial.**

24. Changes to Agreement. This Agreement may not be changed orally, but only in writing signed by all parties.

25. Severability. Should one or more of the terms of this Agreement be declared invalid by a court of competent jurisdiction, the rest will continue to be valid and interpreted to be fully effective to the maximum extent permitted by law, except that if Employee's release of claims is declared invalid, DaVita at its option may discontinue making any payments under this Agreement and recover any payments already made.

26. Effective Date of Agreement. This Agreement shall be effective 8 days after it has been dated and signed by all parties, and returned to DaVita via DocuSign.

27. Timing of Severance Payments. After DaVita has received this signed Agreement, and the time for revocation has passed without revocation being made, the payments under this Agreement will be made to Employee, at Employee's home address, as soon as administratively practicable in the payroll cycle. However, any severance obligations by DaVita does not arise until at a minimum of 14 days after the company receives an executed copy of both this Agreement and the Compliance Questionnaire and after Employee has returned all company

property. Any Agreements signed and received by DaVita prior to the Employee's termination date will be returned for signature after termination.

Employee acknowledges and represents that Employee has read this Agreement, understands its terms and effect, and freely and knowingly agrees to it on the date set out below.

DAVITA INC. EMPLOYEE SIGNATURE

By: __ __
Name: __ Name: __
Title: __

Date: __

Employee's personal email address (required to receive severance benefits):

_____

Approved as to Form

By: ____
Name: __
Assistant General Counsel - Labor and Employment

Exhibit B1 to Plan

CONFIDENTIALITY, NONCOMPETITION, NONSOLICITATION, AND INTELLECTUAL PROPERTY AGREEMENT (DIRECTOR LEVEL)

THIS CONFIDENTIALITY, NONCOMPETITION, NONSOLICITATION, AND INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") is made and entered into as of _____, 201_ by and between DaVita Inc., which includes its subsidiaries and affiliated companies ("DaVita"), and _____ ("Teammate").

WHEREAS, DaVita is engaged in the highly competitive business of providing kidney care and related services to its Patients and Customers and has offered to hire or continue to employ Teammate and Teammate has agreed to work or continue to work for DaVita;

WHEREAS, DaVita will expend a great deal of time, money, and effort to develop Teammate's skills to assist Teammate in performing his or her duties for DaVita and will disclose to Teammate its proprietary, Confidential, and Trade Secret Information (defined below), all of which Teammate agrees are valuable assets of DaVita that are developed at great effort and expense to DaVita, and;

WHEREAS, Teammate understands that DaVita has a valid interest in protecting its valuable assets, including its Confidential Information and Trade Secrets, the goodwill and business relationships with its Patients and Customers, other employees, and the general public, and the specialized training of its employees, and acknowledges that the covenants and restrictions contained herein are necessary to protect these valuable assets of DaVita; and

NOW, THEREFORE, in consideration of DaVita's initial or continued employment of Teammate, DaVita's promise to disclose to Teammate Confidential Information and Trade Secrets and provide specialized training to allow Teammate to perform Teammate's duties for DaVita, and the mutual benefits conferred herein (the sufficiency of all of which are hereby acknowledged by Teammate), DaVita and Teammate agree as follows:

1. Definition of Key Terms.

a. **"Business Contact"** means contact that is intended to establish or strengthen a business or professional relationship for DaVita, regardless of whether the contact is with a patient directly assigned to Teammate or a patient with which Teammate otherwise has contact in furtherance of the Teammate's job duties.

b. **"Business of DaVita"** means providing a variety of health care services to patient populations throughout the United States and abroad through its various Business Units (as defined below and in Appendix A), including, but not limited to, dialysis and other services for Patients with chronic kidney failure and end stage renal disease, innovative clinical care, integrated treatment plans, personalized care teams, and health-management services for Patients and Customers.

c. "**Business Units**" means one or more of the businesses within DaVita listed in Appendix A. Teammate understands that this list of Business Units may expand or contract during Teammate's employment and is not meant to be all-inclusive or final. Teammate understands that DaVita intends to keep the restrictions in this Agreement narrow by defining the Business Units as a means of identifying the actual work Teammate performs for the Company and potential competitive activity as it relates to Teammate's employment and post-employment activities and not as a means of broadening such activity to Business Units for which Teammate did not work.

d. **"Competing Business"** means any individual (including Teammate), corporation, limited liability company, partnership, joint venture, association, or other entity, regardless of form, that is directly engaged in whole or in relevant part in any business or enterprise that is the same as, or substantially the same as, the Business of DaVita, or that is taking material steps to engage in such business.

e. **"Confidential Information**" means (i) competitively sensitive information, (ii) of importance to DaVita, (iii) that is kept in confidence by DaVita, (iv) that becomes known to Teammate through his or her employment with DaVita, and (v) that is not a trade secret under the Colorado Trade Secrets Act, Defend Trade Secrets Act of 2016 or other applicable law, as trade secrets are and shall remain separately protected and enforceable pursuant to applicable law. Assuming the foregoing criteria are met, Confidential Information includes, but is not limited to, information about DaVita's operations, services, research and development of DaVita's operations or services, names and other listings of current or prospective Patients or Customers, proposals to any current or prospective Patients or Customers, the terms of any arrangements or agreements with any Patients or Customers, including payment and pricing information, the implementation of patient or Customer-specific projects, the composition or description of future services that will or may be offered by DaVita, marketing strategies, financial and sales information, and technical expertise and know-how developed by DaVita, including the unique manner in which DaVita conducts its business. Confidential Information also includes information disclosed to DaVita by any third party (including, but not limited to, current or prospective Customers) that DaVita is required to treat as confidential. Confidential Information shall not include information readily available in the public domain so long as such information was not made available through the wrongdoing or fault of Teammate or any other individual.

f. "**Creative Works**" means any and all works of authorship including, for example, written documents, spreadsheets, graphics, designs, trademarks, service marks, algorithms, computer programs or code, protocols, formulas, mask works, brochures, presentations, photographs, music or compositions, manuals, reports, and compilations of various elements, whether patentable or registrable under copyright, trademark, or similar domestic and international laws.

g. **"Patients and Customers"** means those individuals, companies, or other entities for whom DaVita has provided or does provide products or services in connection with the Business of DaVita or whom DaVita has provided written proposals concerning the Business of DaVita in the one (1) year period preceding the voluntary or involuntary termination of Teammate's employment with DaVita for any reason and with or without cause, including but not limited to, hospitals, clinics, and other health care providers.

h. **"Indirectly,"** as used in paragraphs 2 and 4-7 below, means that Teammate will not assist others in performing those activities Teammate is prohibited from engaging in directly in paragraphs 2 and 4-7.

i. **"Intellectual Property"** means those ownership and other legal rights associated with any Invention or Creative Works.

j. **"Invent"** means to conceive of, develop, reduce to practice, or otherwise invent, as that term is commonly understood, and is not limited to its general usage under U.S. or foreign patent law.

   i. **"Invention"** means inventions, developments, concepts, improvements, designs, discoveries, inventive ideas, algorithms, computer software code, protocols, formulas, mask works, compositions, trademarks, service marks, or trade secrets, whether or not reduced to practice, patentable, or registrable under patent, copyright, trademark, or similar laws, which Teammate Invents, either solely or jointly during normal working hours or when Teammate is expected to be working, or that relate to the Business of DaVita or to DaVita's actual or demonstrably anticipated research or development, or that are substantially aided by Teammate's use of DaVita's equipment, supplies, facilities, or confidential information, or contains **any** of DaVita's Trade Secrets or Confidential Information, or that are the direct or substantial result of any work performed by Teammate for DaVita.

k. **"Prior Inventions"** means all Inventions that were made by Teammate prior to his or her employment with DaVita, which belong to Teammate and which relate to DaVita's current or proposed business, products, or research and development, and are not presently assigned to DaVita under this Agreement.

l. **"Restricted Territory"** means the geographic territory in which Teammate worked, represented DaVita, or had Business Contact with DaVita's Patients and Customers in the five (5) year period preceding the voluntary or involuntary termination of Teammate's employment with DaVita for any reason and with or without cause.

m. **"Trade Secret(s)"** means information defined as a trade secret by the Colorado Trade Secrets Act or other applicable law.

n. "**Vendors and Suppliers**" means any individuals, companies, or government entities that supply materials or services to DaVita in furtherance of the Business of DaVita, regardless of whether or not they are also a Competing Business.

2. **Non-Disclosure and Non-Use of Confidential Information and Trade Secrets**. During the term of Teammate's employment and following the voluntary or involuntary termination of Teammate's employment for any reason and with or without cause, Teammate will not, except as authorized and required to perform Teammate's duties for DaVita, directly or indirectly: use, disclose, reproduce, distribute, or otherwise disseminate DaVita's Confidential Information or Trade Secrets, or take any action causing, or fail to take any action necessary, to prevent any such information to lose its character or cease to qualify as Confidential Information or a Trade Secret. Teammate agrees to ask DaVita, both during and after employment, if Teammate has any questions about whether particular information is Confidential Information or a Trade Secret before using or disclosing such information. For example, Teammate agrees to contact DaVita if Teammate takes a job with an entity that is not a Competing Business (e.g., a vendor, insurance provider, or government agency) where that job will require Teammate to use or disclose Confidential Information or Trade Secrets such as pricing or contracting information in a manner that could adversely affect DaVita. Teammate shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (1) is made (a) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and (b) solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Disclosures to attorneys, made under seal, or pursuant to court order are also protected in certain circumstances under 18 U.S.C. § 1833.

3. **Return of Company Records and Property**. Teammate agrees to immediately return to DaVita all property belonging to DaVita, including but not limited to, keys, credit cards, phones, computers, documents, data, as well as originals, copies, or other physical embodiments of DaVita's Confidential Information and Trade Secrets (regardless of whether it is in paper, electronic, or any other format), at the termination of his or her employment or at any other time when DaVita so requests, and Teammate agrees not to retain or distribute any copies of any of the foregoing.

4. **Non-Solicitation of Patients and Customers**. Teammate agrees that during Teammate's employment and for a period of one (1) year following the voluntary or involuntary termination of Teammate's employment for any reason and with or without cause, Teammate will not, either on behalf of Teammate or for any Competing Business, directly or Indirectly solicit, divert, or appropriate, or attempt to solicit, divert, or appropriate any Patient or Customer with whom Teammate has had Business Contact in the twelve (12) month period preceding the termination of Teammate's employment, or about whom Teammate has any Confidential Information or Trade Secrets, for the purposes of providing services that are the same as or substantially similar to those provided in the Business of DaVita.

5. **Non-Competition.** Teammate agrees that during Teammate's employment and for a period of six (6) months following the voluntary or involuntary termination of Teammate's employment for any reason and with or without cause, Teammate will not, directly or Indirectly, own, manage, operate, join, control, be employed by or with, or participate in any manner with a Competing Business that competes with any Business Unit for which Teammate worked during the last five (5) years of his or her employment anywhere in the Restricted Territory where doing so will require Teammate to provide the same or substantially similar services to any such Competing Business as those which he or she provided to those Business Units at DaVita where he or she worked during the last five (5) years of his or her employment.

6. **Non-Solicitation of Teammates.** Teammate agrees that during his or her employment with DaVita and for one (1) year following the voluntary or involuntary termination of his or her employment for any reason and with or without cause, Teammate will not directly or Indirectly solicit, recruit, or encourage current Teammates of DaVita or Teammates who have terminated their employment with DaVita within twelve (12) months of the solicitation, recruitment, or encouragement, to provide to a Competing Business the same or substantially similar services they provided to DaVita.

7. **Non-Interference of Vendors and Suppliers.** Teammate agrees that during his or her employment with DaVita and following the termination of his or her employment, Teammate will not directly or indirectly interfere with DaVita's relationships with its vendors and suppliers in any manner that is prohibited by contract or law.

8. **Ownership of Intellectual Property.**

a. **Prior Inventions Retained and Licensed by Teammate.** Teammate has attached hereto, as Exhibit A, a list describing all Prior Inventions. If no such list is attached, Teammate represents that there are no such Prior Inventions. Teammate agrees not to incorporate, or permit to be incorporated, any Prior Invention owned by Teammate, or in which Teammate has an interest, into a Company product, process, program, or machine without DaVita's prior written consent.

b. **Assignment of Inventions.** Teammate agrees to promptly make full written disclosure to DaVita of, to hold in trust for the sole right and benefit of DaVita, and **hereby presently assigns** to DaVita, or its designees, without any additional consideration, all of Teammate's right, title, and interest in and to any and all Inventions that are Invented **during Teammate's employment or for a period of one (1) year following the voluntary or involuntary termination of Teammate's employment**. Teammate understands that the obligations under this paragraph 8(b) do not apply to any Invention that is Invented that: (1) does not involve the use of any DaVita Trade Secrets or Confidential Information, DaVita equipment, supplies, or facilities; (2) that were developed by Teammate entirely on Teammate's own time; ***and*** (3) do not relate to the Business of DaVita.

c. **Works Made For Hire.** Teammate acknowledges that all Creative Works that are made by Teammate (solely or jointly with others) within the scope of and during the period of Teammate's employment with DaVita and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act.

d. **Patent and Copyright Registrations.** Teammate agrees to assist DaVita (both during and after employment), or its designees, at DaVita's expense, but without additional compensation to Teammate, to secure DaVita's rights in any Inventions, copyrights, or other intellectual property rights relating thereto in any and all countries, hereby irrevocably designates and appoints DaVita, through its duly authorized officers and agents, as Teammate's agent and attorney in fact, to act for and on Teammate's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright or trademark registrations thereon anywhere in the world with the same legal force and effect as if executed by Teammate.

9. Tolling. Employee agrees that if either party institutes litigation to enforce or challenge the protective covenants in paragraphs four (4) through eight (8) of this agreement, and Employee is not enjoined from breaching one or more of the protective covenants contained herein, and a court thereafter determines that one or more of the protective covenants are enforceable, the restricted time periods in this Agreement shall be tolled beginning on the date the litigation was instituted until the litigation is finally resolved and all periods of appeal have expired.

10. Prior Agreements and Disclosure of Agreement to Third Parties. Teammate represents that he or she is not a party to any agreement with any former employer or any other person or entity containing any non-disclosure, non-compete, non-solicitation, non-recruitment, intellectual property assignment, or other covenants that will affect Teammate's ability to devote his or her full time and attention to the Business of DaVita, that has not already been disclosed to DaVita in writing. Teammate also agrees to provide a copy of this Agreement to any subsequent employer, person, or entity to which Teammate intends to provide services that may conflict with any of Teammate's obligations in this Agreement prior to engaging in any such activities. Teammate agrees that DaVita may also provide a copy of this Agreement or a description of its terms to any Patient or Customer, subsequent employer, or other third party at any time as it deems necessary to protect its interests, and Teammate agrees to indemnify DaVita against any claims and hold DaVita harmless from any losses, costs, fees, expenses, and damages arising out of Teammate's failure to comply with this paragraph.

11. Additional Teammate Disclosure Exceptions. Nothing in this Agreement (including with respect to Confidential Information, Trade Secrets, and Inventions obligations is intended to be or will be construed to prevent, impede, or interfere with Teammate's right to respond accurately and fully to any question, inquiry, or request for information regarding Teammate's employment with DaVita when required by legal process by a Federal, State or other legal authority, or from initiating communications directly with, or responding to any inquiry from, or providing truthful testimony and information to, any Federal, State,

or other regulatory authority in the course of an investigation or proceeding authorized by law and carried out by such agency. Teammate is not required to contact DaVita regarding the subject matter of any such communications before Teammate engages in such communications. In addition, nothing in this Agreement is intended to restrict Teammate's legally protected right to discuss wages, hours or other working conditions with co-workers or in any way limit Teammate's rights under the National Labor Relations Act or any whistleblower act.

12. Severability and Enforceability. Teammate and DaVita agree that if any particular paragraphs, subparagraphs, phrases, words, or other portions of this Agreement are determined by an appropriate court to be invalid or unenforceable as written, they shall be modified as necessary to be valid or enforceable, and such modification shall not affect the remaining provisions of this Agreement, or if they cannot be modified to be made valid or enforceable, then they shall be severed from this Agreement, and all remaining terms and provisions shall remain enforceable.

13. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Delaware (without regard to principles of conflicts of laws) to the extent not preempted by the Employee Retirement Income Security Act of 1974, as amended, or other Federal law, which shall otherwise control.

14. Relief, Remedies, and Enforcement. The parties acknowledge that DaVita is engaged in a highly competitive business and the covenants and restrictions contained in this Agreement, including the geographic and temporal restrictions, are reasonably designed to protect DaVita's legitimate business interests, including Company goodwill and Patient and Customer relationships, Confidential Information and Trade Secrets, and the specialized skills and knowledge gained by Teammate and DaVita's other employees during their employment. Teammate acknowledges and agrees that a breach of any provision of this Agreement by the Teammate will cause serious and irreparable injury to DaVita that will be difficult to quantify and which may not be adequately compensated by monetary damages alone. Thus, in the event of a breach or threatened or intended breach of this Agreement by Teammate, DaVita shall be entitled to injunctive relief, both temporary and final, enjoining and restraining such breach or threatened or intended breach, despite any agreement between two parties to arbitrate any disputes related to any aspect of Teammate's employment. Teammate further agrees that nothing in this Agreement, or in any agreement between the parties to arbitrate any other aspect of Teammate's employment, shall be construed to prohibit DaVita from pursuing any and all other legal or equitable remedies available to it for breach of any of the provisions of this Agreement, including the disgorgement of any profits, commissions, or fees realized by Teammate, any subsequent employers, any business owned or operated by Teammate, or any of Teammate's agents, heirs, or assigns, as well as all costs and attorneys' fees incurred because of Teammate's breach of any provisions of this Agreement. Teammate also agrees that that the knowledge, skills, and abilities he or she possesses at the time of commencement of employment are sufficient to permit Teammate to earn a livelihood satisfactory to Teammate without violating any provision of this Agreement.

15. Entire Agreement and Validity of Terms. Teammate and DaVita agree that this Agreement contains the entire agreement by and between them on the subjects covered by this Agreement, that all sections of prior agreements concerning these subjects are replaced by this Agreement, that Teammate does

not rely, and has not relied, upon any representation or statement not set forth herein by DaVita or any of DaVita's agents, representatives, or attorneys, and that this Agreement may be changed only by a subsequent agreement in writing signed by both parties.

16. **Survival.** All non-competition, non-solicitation, non-disclosure and use, non-recruiting, and Agreement disclosure obligations in this Agreement shall survive the voluntary or involuntary termination of Teammate's employment for any reason and with or without cause, and no dispute regarding any other provisions of this Agreement or regarding Teammate's employment or the termination of Teammate's employment shall prevent the operation and enforcement of these obligations.

17. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which construed together shall constitute one and the same Agreement. Teammate agrees that DaVita may enforce this Agreement with a copy that is only signed by Teammate.

18. **Assignment and Successorship.** This Agreement and the rights and obligations of DaVita hereunder may be assigned by DaVita and shall inure to the benefit of and shall be enforceable by any such assignee, as well as any of DaVita's successors in interest. This Agreement and the rights and obligations of Teammate hereunder may not be assigned by Teammate, but are binding upon Teammate's heirs, administrators, executors, and personal representatives.

19. **Waiver.** The waiver by DaVita of any breach of this Agreement by Teammate shall not be effective unless in writing signed by an officer of DaVita, and no such waiver with regards to Teammate or any other person under a similar agreement shall operate or be construed as a waiver of the same type of breach or any other breach on a subsequent occasion by Teammate or any other person or entity.

20. **Headings**. The Section headings are for convenience only and shall not affect the meaning of the provisions contained in this Agreement.

TEAMMATE ACKNOWLEDGES THAT HE OR SHE HAS READ AND UNDERSTANDS THE TERMS OF THIS AGREEMENT AND HAS BEEN GIVEN THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND HAVE THE AGREEMENT REVIEWED BY AN ATTORNEY, IF HE OR SHE SO CHOOSES, PRIOR TO ITS EXECUTION.

IN WITNESS THEREOF, DaVita and Teammate have caused this Agreement to be executed as of the day and year first written above.

Teammate

Signature: _____

Print Name: _____

Residency Address: _____

DaVita Inc.

By:_____

Name:_____

Title:_____

Approved by DaVita Inc. as to Form:

_____
Name: _____
Assistant General Counsel – Labor & Employment

APPENDIX A

a. **DaVita Kidney Care "DKC"**: provides a variety of health care services to patient populations throughout the United States and abroad. A leading provider of dialysis services in the United States, DaVita Kidney Care treats patients with chronic kidney failure and end stage renal disease. This Business Unit includes and covers all aspects of the business that are not separately identified in sections b through i below.

b. **DaVita Clinical Research "DCR"**: Provides early phase clinical research, late phase clinical research, biorepository, health economics outcomes research, and medical communications services.

c. **DaVita Health Solutions "DHS":** Provides an integrated care, multidisciplinary delivery model for high acuity chronically ill patients across a broad spectrum of diseases.

d. **DaVita Rx**: Provides medication management services, analytics, prescription fulfillment, and pharmacy management services for clients for both standard and specialty drugs.

e. **Falcon Physician:** Partners with practicing nephrologists and clinical excellence teams to develop and maintain web-based electronic health record solutions that integrate

with dialysis centers nationwide and help nephrologists improve efficiency while providing comprehensive CKD and ESRD patient care

f. **Hospital Services Group "HSG"**: Provides inpatient dialysis, Continuous Renal Replacement Therapy "CRRT", and apheresis to hospitals, and assists in discharge planning and case management for acute and/or chronic renal patients leaving the hospital.

g. **Labs**: Provides clinical lab support for the diagnosis and treatment of ESRD and CKD patients.

h. **Lifeline**: Manages vascular access centers at which outpatient vascular access repairs and various other procedures on ESRD patients are performed.

i. **Nephrology Practice Solutions "NPS"**: Provides nephrology care through employed physicians, nephrology practice consulting and management services, including governance and compensation planning, market analysis and strategic plan development, and nephrologist recruitment services.

j. **Paladina**: Provides primary, preventative, and urgent care, 24/7 physician access, personalized care plans, wellness coaching, and chronic disease management with a health cost-savings to employers and patients.

k. **Village Health**: Partners with patients, physicians, and healthcare professionals as well as payors to provide integrated care management to patients with kidney disease.

Exhibit B2 to Plan

CONFIDENTIALITY, NONCOMPETITION,
NONSOLICITATION, AND INTELLECTUAL PROPERTY AGREEMENT
(VICE PRESIDENT LEVEL)

THIS CONFIDENTIALITY, NONCOMPETITION, NONSOLICITATION, AND INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") is made and entered into as of _____, 201_ by and between DaVita Inc., which includes its subsidiaries and affiliated companies ("DaVita"), and _____ ("Teammate").

WHEREAS, DaVita is engaged in the highly competitive business of providing kidney care and related services to its Patients and Customers and has offered to hire or continue to employ Teammate and Teammate has agreed to work or continue to work for DaVita;

WHEREAS, DaVita will expend a great deal of time, money, and effort to develop Teammate's skills to assist Teammate in performing his or her duties for DaVita and will disclose to Teammate its proprietary, Confidential, and Trade Secret Information (defined below), all of which Teammate agrees are valuable assets of DaVita that are developed at great effort and expense to DaVita, and;

WHEREAS, Teammate understands that DaVita has a valid interest in protecting its valuable assets, including its Confidential Information and Trade Secrets, the goodwill and business relationships with its Patients and Customers, other employees, and the general public, and the specialized training of its employees, and acknowledges that the covenants and restrictions contained herein are necessary to protect these valuable assets of DaVita; and

NOW, THEREFORE, in consideration of DaVita's initial or continued employment of Teammate, DaVita's promise to disclose to Teammate Confidential Information and Trade Secrets and provide specialized training to allow Teammate to perform Teammate's duties for DaVita, and the mutual benefits conferred herein (the sufficiency of all of which are hereby acknowledged by Teammate), DaVita and Teammate agree as follows:

1. <u>Definition of Key Terms</u>.

a. **"Business Contact"** means contact that is intended to establish or strengthen a business or professional relationship for DaVita, regardless of whether the contact is with a patient directly assigned to Teammate or a patient with which Teammate otherwise has contact in furtherance of the Teammate's job duties.

b. **"Business of DaVita"** means providing a variety of health care services to patient populations throughout the United States and abroad through its various Business Units (as defined below and in Appendix A), including, but not limited to, dialysis and other services for Patients with chronic kidney failure and end stage renal disease, innovative clinical care, integrated treatment plans, personalized care teams, and health-management services for Patients and Customers.

c. "**Business Units**" means one or more of the businesses within DaVita listed in Appendix A. Teammate understands that this list of Business Units may expand or contract during Teammate's employment and is not meant to be all-inclusive or final. Teammate understands that DaVita intends to keep the restrictions in this Agreement narrow by defining the Business Units as a means of identifying the actual work Teammate performs for the Company and potential competitive activity as it relates to Teammate's employment and post-employment activities and not as a means of broadening such activity to Business Units for which Teammate did not work.

d. **"Competing Business"** means any individual (including Teammate), corporation, limited liability company, partnership, joint venture, association, or other entity, regardless of form, that is directly engaged in whole or in relevant part in any business or enterprise that is the same as, or substantially the same as, the Business of DaVita, or that is taking material steps to engage in such business.

e. **"Confidential Information**" means (i) competitively sensitive information, (ii) of importance to DaVita, (iii) that is kept in confidence by DaVita, (iv) that becomes known to Teammate through his or her employment with DaVita, and (v) that is not a trade secret under the Colorado Trade Secrets Act, Defend Trade Secrets Act of 2016 or other applicable law, as trade secrets are and shall remain separately protected and enforceable pursuant to applicable law. Assuming the foregoing criteria are met, Confidential Information includes, but is not limited to, information about DaVita's operations, services, research and development of DaVita's operations or services, names and other listings of current or prospective Patients or Customers, proposals to any current or prospective Patients or Customers, the terms of any arrangements or agreements with any Patients or Customers, including payment and pricing information, the implementation of patient or Customer-specific projects, the composition or description of future services that will or may be offered by DaVita, marketing strategies, financial and sales information, and technical expertise and know-how developed by DaVita, including the unique manner in which DaVita conducts its business. Confidential Information also includes information disclosed to DaVita by any third party (including, but not limited to, current or prospective Customers) that DaVita is required to treat as confidential. Confidential Information shall not include information readily available in the public domain so long as such information was not made available through the wrongdoing or fault of Teammate or any other individual.

f. "**Creative Works**" means any and all works of authorship including, for example, written documents, spreadsheets, graphics, designs, trademarks, service marks, algorithms, computer programs or code, protocols, formulas, mask works, brochures, presentations, photographs, music or compositions, manuals, reports, and compilations of various elements, whether patentable or registrable under copyright, trademark, or similar domestic and international laws.

g. "Patients and Customers" means those individuals, companies, or other entities for whom DaVita has provided or does provide products or services in connection with the Business of DaVita or whom DaVita has provided written proposals concerning the Business of DaVita in the one (1) year period preceding the voluntary or involuntary termination of Teammate's employment with DaVita for any reason and with or without cause, including but not limited to, hospitals, clinics, and other health care providers.

h. "Indirectly," as used in paragraphs 2 and 4-7 below, means that Teammate will not assist others in performing those activities Teammate is prohibited from engaging in directly in paragraphs 2 and 4-7.

i. "Intellectual Property" means those ownership and other legal rights associated with any Invention or Creative Works.

j. **"Invent"** means to conceive of, develop, reduce to practice, or otherwise invent, as that term is commonly understood, and is not limited to its general usage under U.S. or foreign patent law.

i. **"Invention"** means inventions, developments, concepts, improvements, designs, discoveries, inventive ideas, algorithms, computer software code, protocols, formulas, mask works, compositions, trademarks, service marks, or trade secrets, whether or not reduced to practice, patentable, or registrable under patent, copyright, trademark, or similar laws, which Teammate Invents, either solely or jointly during normal working hours or when Teammate is expected to be working, or that relate to the Business of DaVita or to DaVita's actual or demonstrably anticipated research or development, or that are substantially aided by Teammate's use of DaVita's equipment, supplies, facilities, or confidential information, or contains **any** of DaVita's Trade Secrets or Confidential Information, or that are the direct or substantial result of any work performed by Teammate for DaVita.

k. **"Prior Inventions"** means all Inventions that were made by Teammate prior to his or her employment with DaVita, which belong to Teammate and which relate to DaVita's current or proposed business, products, or research and development, and are not presently assigned to DaVita under this Agreement.

l. **"Restricted Territory"** means the geographic territory in which Teammate worked, represented DaVita, or had Business Contact with DaVita's Patients and Customers in the five (5) year period preceding the voluntary or involuntary termination of Teammate's employment with DaVita for any reason and with or without cause.

m. **"Trade Secret(s)"** means information defined as a trade secret by the Colorado Trade Secrets Act or other applicable law.

n. "**Vendors and Suppliers**" means any individuals, companies, or government entities that supply materials or services to DaVita in furtherance of the Business of DaVita, regardless of whether or not they are also a Competing Business.

2. **Non-Disclosure and Non-Use of Confidential Information and Trade Secrets**. During the term of Teammate's employment and following the voluntary or involuntary termination of Teammate's employment for any reason and with or without cause, Teammate will not, except as authorized and required to perform Teammate's duties for DaVita, directly or indirectly: use, disclose, reproduce, distribute, or otherwise disseminate DaVita's Confidential Information or Trade Secrets, or take any action causing, or fail to take any action necessary, to prevent any such information to lose its character or cease to qualify as Confidential Information or a Trade Secret. Teammate agrees to ask DaVita, both during and after

employment, if Teammate has any questions about whether particular information is Confidential Information or a Trade Secret before using or disclosing such information. For example, Teammate agrees to contact DaVita if Teammate takes a job with an entity that is not a Competing Business (e.g., a vendor, insurance provider, or government agency) where that job will require Teammate to use or disclose Confidential Information or Trade Secrets such as pricing or contracting information in a manner that could adversely affect DaVita. Teammate shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (1) is made (a) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and (b) solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Disclosures to attorneys, made under seal, or pursuant to court order are also protected in certain circumstances under 18 U.S.C. § 1833.

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4. **Non-Solicitation of Patients and Customers**. Teammate agrees that during Teammate's employment and for a period of one (1) year following the voluntary or involuntary termination of Teammate's employment for any reason and with or without cause, Teammate will not, either on behalf of Teammate or for any Competing Business, directly or Indirectly solicit, divert, or appropriate, or attempt to solicit, divert, or appropriate any Patient or Customer with whom Teammate has had Business Contact in the twelve (12) month period preceding the termination of Teammate's employment, or about whom Teammate has any Confidential Information or Trade Secrets, for the purposes of providing services that are the same as or substantially similar to those provided in the Business of DaVita.

5. **Non-Competition.** Teammate agrees that during Teammate's employment and for a period of one (1) year following the voluntary or involuntary termination of Teammate's employment for any reason and with or without cause, Teammate will not, directly or Indirectly, own, manage, operate, join, control, be employed by or with, or participate in any manner with a Competing Business that competes with any Business Unit for which Teammate worked during the last five (5) years of his or her employment anywhere in the Restricted Territory where doing so will require Teammate to provide the same or substantially similar services to any such Competing Business as those which he or she provided to those Business Units at DaVita where he or she worked during the last five (5) years of his or her employment.

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7. **Non-Interference of Vendors and Suppliers.** Teammate agrees that during his or her employment with DaVita and following the termination of his or her employment, Teammate will not directly or indirectly interfere with DaVita's relationships with its vendors and suppliers in any manner that is prohibited by contract or law.

8. **Ownership of Intellectual Property.**

a. **Prior Inventions Retained and Licensed by Teammate.** Teammate has attached hereto, as Exhibit A, a list describing all Prior Inventions. If no such list is attached, Teammate represents that there are no such Prior Inventions. Teammate agrees not to incorporate, or permit to be incorporated, any Prior Invention owned by Teammate, or in which Teammate has an interest, into a Company product, process, program, or machine without DaVita's prior written consent.

b. **Assignment of Inventions.** Teammate agrees to promptly make full written disclosure to DaVita of, to hold in trust for the sole right and benefit of DaVita, and **hereby presently assigns** to DaVita, or its designees, without any additional consideration, all of Teammate's right, title, and interest in and to any and all Inventions that are Invented **during Teammate's employment or for a period of one (1) year following the voluntary or involuntary termination of Teammate's employment**. Teammate understands that the obligations under this paragraph 8(b) do not apply to any Invention that is Invented that: (1) does not involve the use of any DaVita Trade Secrets or Confidential Information, DaVita equipment, supplies, or facilities; (2) that were developed by Teammate entirely on Teammate's own time; ***and*** (3) do not relate to the Business of DaVita.

c. **Works Made For Hire.** Teammate acknowledges that all Creative Works that are made by Teammate (solely or jointly with others) within the scope of and during the period of Teammate's employment with DaVita and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act.

d. **Patent and Copyright Registrations.** Teammate agrees to assist DaVita (both during and after employment), or its designees, at DaVita's expense, but without additional compensation to Teammate, to secure DaVita's rights in any Inventions, copyrights, or other intellectual property rights relating thereto in any and all countries, hereby irrevocably designates and appoints DaVita, through its duly authorized officers and agents, as Teammate's agent and attorney in fact, to act for and on Teammate's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright or trademark registrations thereon anywhere in the world with the same legal force and effect as if executed by Teammate.

9. **Tolling.** Employee agrees that if either party institutes litigation to enforce or challenge the protective covenants in paragraphs four (4) through eight (8) of this agreement, and Employee is not enjoined from breaching one or more of the protective covenants contained herein, and a court thereafter determines that one or more of the protective covenants are enforceable, the restricted time periods in this Agreement shall be tolled beginning on the date the litigation was instituted until the litigation is finally resolved and all periods of appeal have expired.

10. **Prior Agreements and Disclosure of Agreement to Third Parties.** Teammate represents that he or she is not a party to any agreement with any former employer or any other person or entity containing any non-disclosure, non-compete, non-solicitation, non-recruitment, intellectual property assignment, or other covenants that will affect Teammate's ability to devote his or her full time and attention to the Business of DaVita, that has not already been disclosed to DaVita in writing. Teammate also agrees to provide a copy of this Agreement to any subsequent employer, person, or entity to which Teammate intends to provide services that may conflict with any of Teammate's obligations in this Agreement prior to engaging in any such activities. Teammate agrees that DaVita may also provide a copy of this Agreement or a description of its terms to any Patient or Customer, subsequent employer, or other third party at any time as it deems necessary to protect its interests, and Teammate agrees to indemnify DaVita against any claims and hold DaVita harmless from any losses, costs, fees, expenses, and damages arising out of Teammate's failure to comply with this paragraph.

11. **Additional Teammate Disclosure Exceptions.** Nothing in this Agreement (including with respect to Confidential Information, Trade Secrets, and Inventions obligations is intended to be or will be construed to prevent, impede, or interfere with Teammate's right to respond accurately and fully to any question, inquiry, or request for information regarding Teammate's employment with DaVita when required by legal process by a Federal, State or other legal authority, or from initiating communications directly with, or responding to any inquiry from, or providing truthful testimony and information to, any Federal, State, or other regulatory authority in the course of an investigation or proceeding authorized by law and carried out by such agency. Teammate is not required to contact DaVita regarding the subject matter of any such communications before Teammate engages in such communications. In addition, nothing in this Agreement is intended to restrict Teammate's legally protected right to discuss wages, hours or other working conditions with co-workers or in any way limit Teammate's rights under the National Labor Relations Act or any whistleblower act.

12. **Severability and Enforceability.** Teammate and DaVita agree that if any particular paragraphs, subparagraphs, phrases, words, or other portions of this Agreement are determined by an appropriate court to be invalid or unenforceable as written, they shall be modified as necessary to be valid or enforceable, and such modification shall not affect the remaining provisions of this Agreement, or if they cannot be modified to be made valid or enforceable, then they shall be severed from this Agreement, and all remaining terms and provisions shall remain enforceable.

13. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Delaware (without regard to principles of conflicts of laws)

to the extent not preempted by the Employee Retirement Income Security Act of 1974, as amended, or other Federal law, which shall otherwise control.

14. Relief, Remedies, and Enforcement. The parties acknowledge that DaVita is engaged in a highly competitive business and the covenants and restrictions contained in this Agreement, including the geographic and temporal restrictions, are reasonably designed to protect DaVita's legitimate business interests, including Company goodwill and Patient and Customer relationships, Confidential Information and Trade Secrets, and the specialized skills and knowledge gained by Teammate and DaVita's other employees during their employment. Teammate acknowledges and agrees that a breach of any provision of this Agreement by the Teammate will cause serious and irreparable injury to DaVita that will be difficult to quantify and which may not be adequately compensated by monetary damages alone. Thus, in the event of a breach or threatened or intended breach of this Agreement by Teammate, DaVita shall be entitled to injunctive relief, both temporary and final, enjoining and restraining such breach or threatened or intended breach, despite any agreement between two parties to arbitrate any disputes related to any aspect of Teammate's employment. Teammate further agrees that nothing in this Agreement, or in any agreement between the parties to arbitrate any other aspect of Teammate's employment, shall be construed to prohibit DaVita from pursuing any and all other legal or equitable remedies available to it for breach of any of the provisions of this Agreement, including the disgorgement of any profits, commissions, or fees realized by Teammate, any subsequent employers, any business owned or operated by Teammate, or any of Teammate's agents, heirs, or assigns, as well as all costs and attorneys' fees incurred because of Teammate's breach of any provisions of this Agreement. Teammate also agrees that that the knowledge, skills, and abilities he or she possesses at the time of commencement of employment are sufficient to permit Teammate to earn a livelihood satisfactory to Teammate without violating any provision of this Agreement.

15. Entire Agreement and Validity of Terms. Teammate and DaVita agree that this Agreement contains the entire agreement by and between them on the subjects covered by this Agreement, that all sections of prior agreements concerning these subjects are replaced by this Agreement, that Teammate does not rely, and has not relied, upon any representation or statement not set forth herein by DaVita or any of DaVita's agents, representatives, or attorneys, and that this Agreement may be changed only by a subsequent agreement in writing signed by both parties.

16. Survival. All non-competition, non-solicitation, non-disclosure and use, non-recruiting, and Agreement disclosure obligations in this Agreement shall survive the voluntary or involuntary termination of Teammate's employment for any reason and with or without cause, and no dispute regarding any other provisions of this Agreement or regarding Teammate's employment or the termination of Teammate's employment shall prevent the operation and enforcement of these obligations.

17. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which construed together shall constitute one and the same Agreement. Teammate agrees that DaVita may enforce this Agreement with a copy that is only signed by Teammate.

18. **Assignment and Successorship.** This Agreement and the rights and obligations of DaVita hereunder may be assigned by DaVita and shall inure to the benefit of and shall be enforceable by any such assignee, as well as any of DaVita's successors in interest. This Agreement and the rights and obligations of Teammate hereunder may not be assigned by Teammate, but are binding upon Teammate's heirs, administrators, executors, and personal representatives.

19. **Waiver.** The waiver by DaVita of any breach of this Agreement by Teammate shall not be effective unless in writing signed by an officer of DaVita, and no such waiver with regards to Teammate or any other person under a similar agreement shall operate or be construed as a waiver of the same type of breach or any other breach on a subsequent occasion by Teammate or any other person or entity.

20. **Headings**. The Section headings are for convenience only and shall not affect the meaning of the provisions contained in this Agreement.

TEAMMATE ACKNOWLEDGES THAT HE OR SHE HAS READ AND UNDERSTANDS THE TERMS OF THIS AGREEMENT AND HAS BEEN GIVEN THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND HAVE THE AGREEMENT REVIEWED BY AN ATTORNEY, IF HE OR SHE SO CHOOSES, PRIOR TO ITS EXECUTION.

IN WITNESS THEREOF, DaVita and Teammate have caused this Agreement to be executed as of the day and year first written above.

Teammate	**DaVita Inc.**
Signature: _____	By:_____
Print Name: _____	Name:_____
Residency Address: _____	Title:_____

Approved by DaVita Inc. as to Form:

_____
Name: _____
Assistant General Counsel – Labor & Employment

APPENDIX A

a.**DaVita Kidney Care "DKC"**: provides a variety of health care services to patient populations throughout the United States and abroad. A leading provider of dialysis services in the United States, DaVita Kidney Care treats patients with chronic kidney failure and end stage renal disease. This Business Unit includes and covers all aspects of the business that are not separately identified in sections b through i below.

b.**DaVita Clinical Research "DCR"**: Provides early phase clinical research, late phase clinical research, biorepository, health economics outcomes research, and medical communications services.

c.**DaVita Health Solutions "DHS":** Provides an integrated care, multidisciplinary delivery model for high acuity chronically ill patients across a broad spectrum of diseases.

d.**DaVita Rx**: Provides medication management services, analytics, prescription fulfillment, and pharmacy management services for clients for both standard and specialty drugs.

e.**Falcon Physician:** Partners with practicing nephrologists and clinical excellence teams to develop and maintain web-based electronic health record solutions that integrate with dialysis centers nationwide and help nephrologists improve efficiency while providing comprehensive CKD and ESRD patient care

f.**Hospital Services Group "HSG"**: Provides inpatient dialysis, Continuous Renal Replacement Therapy "CRRT", and apheresis to hospitals, and assists in discharge planning and case management for acute and/or chronic renal patients leaving the hospital.

g.**Labs**: Provides clinical lab support for the diagnosis and treatment of ESRD and CKD patients.

h.**Lifeline**: Manages vascular access centers at which outpatient vascular access repairs and various other procedures on ESRD patients are performed.

i.**Nephrology Practice Solutions "NPS"**: Provides nephrology care through employed physicians, nephrology practice consulting and management services, including governance and compensation planning, market analysis and strategic plan development, and nephrologist recruitment services.

j.**Paladina**: Provides primary, preventative, and urgent care, 24/7 physician access, personalized care plans, wellness coaching, and chronic disease management with a health cost-savings to employers and patients.

k.**Village Health**: Partners with patients, physicians, and healthcare professionals as well as payors to provide integrated care management to patients with kidney disease.

Exhibit 21.1

SUBSIDIARIES OF THE COMPANY
as of December 31, 2018

Name	Jurisdiction of Organization
DaVita Kidney Care:	
Aberdeen Dialysis, LLC	Delaware
Adair Dialysis, LLC	Delaware
Afton Dialysis, LLC	Delaware
Ahern Dialysis, LLC	Delaware
Alamosa Dialysis, LLC	Delaware
Alenes Dialysis, LLC	Delaware
American Medical Insurance, Inc.	Arizona
Animas Dialysis, LLC	Delaware
Ashdow Dialysis, LLC	Delaware
Astro, Hobby, West Mt. Renal Care Limited Partnership	Delaware
Atchison Dialysis, LLC	Delaware
Athio Dialysis, LLC	Delaware
Atlantic Dialysis, LLC	Delaware
Austin Dialysis Centers, L.P.	Delaware
Babler Dialysis, LLC	Delaware
Bainbridge Dialysis, LLC	Delaware
Baker Dialysis, LLC	Delaware
Bannack Dialysis, LLC	Delaware
Bannon Dialysis, LLC	Delaware
Barnell Dialysis, LLC	Delaware
Barnstable Dialysis, LLC	New York
Barrons Dialysis, LLC	Delaware
Barton Dialysis, LLC	Delaware
Bastrop Dialysis, LLC	Delaware
Beachside Dialysis, LLC	Delaware
Beck Dialysis, LLC	Delaware
Bedell Dialysis, LLC	Delaware
Bellevue Dialysis, LLC	Delaware
Bemity Dialysis, LLC	Delaware
Beverly Hills Dialysis Partnership	California
Bidwell Dialysis, LLC	Delaware
Birch Dialysis, LLC	Ohio
Bladon Dialysis, LLC	Delaware
Bluegrass Dialysis, LLC	Delaware
Bogachiel Dialysis, LLC	Delaware
Bohama Dialysis, LLC	Delaware
Bonister Dialysis, LLC	Delaware
Borrego Dialysis, LLC	Delaware
Bothwell Dialysis, LLC	Delaware
Brache Dialysis, LLC	Delaware
Braddock Dialysis, LLC	Delaware

Bretton Dialysis, LLC	Delaware
Bridges Dialysis, LLC	Delaware
Brimfield Dialysis, LLC	Delaware
Brook Dialysis, LLC	Delaware
Brooksprings Dialysis, LLC	Delaware
Brownsville Kidney Center, Ltd.	Texas
Bruno Dialysis, LLC	Delaware
Buckhorn Dialysis, LLC	Delaware
Bullards Dialysis, LLC	Delaware
Butano Dialysis, LLC	Delaware
Caddoan Dialysis, LLC	Delaware
Cadiz Dialysis, LLC	Delaware
Calante Dialysis, LLC	Delaware
Cama Dialysis, LLC	Delaware
Campton Dialysis, LLC	Delaware
Canoe Dialysis, LLC	Delaware
Canyon Dialysis, LLC	Delaware
Canyon Springs Dialysis, LLC	Delaware
Capano Dialysis, LLC	Delaware
Capes Dialysis, LLC	Delaware
Capital Dialysis Partnership	California
Capron Dialysis, LLC	Delaware
Captree Dialysis, LLC	Delaware
Carroll County Dialysis Facility Limited Partnership	Maryland
Carroll County Dialysis Facility, Inc.	Maryland
Caverns Dialysis, LLC	Delaware
Central Carolina Dialysis Centers, LLC	Delaware
Central Georgia Dialysis, LLC	Delaware
Central Kentucky Dialysis Centers, LLC	Delaware
Centro de Terapia Renal de Araruama Ltda.	Brazil
Centro de Terapia Renal de Itabori Ltda.	Brazil
Chadron Dialysis, LLC	Delaware
Chaffee Dialysis, LLC	Delaware
Challis Dialysis, LLC	Delaware
Channel Dialysis, LLC	Delaware
Cheraw Dialysis, LLC	Delaware
Chicago Heights Dialysis, LLC	Delaware
Chicot Dialysis, LLC	Delaware
Chouteau Dialysis, LLC	Delaware
Churchill Dialysis, LLC	Delaware
Cinco Rios Dialysis, LLC	Delaware
Clark Dialysis, LLC	Delaware
Cleburne Dialysis, LLC	Delaware
Clinica Central do Bonfim S.A.	Portugal
Clinica Medica DaVita Arapongas Servicos de Nefrologia Ltda.	Brazil
Clinica Medica DaVita Londrina Servicos de Nefrologia Ltda.	Brazil
Clinica Medica DaVita Rolandia Servicos de Nefrologia Ltda.	Brazil

Clini-Rim Clinica do Rim e Hipertensao Arterial Ltda.	Brazil
Clinisa - Clinica de Nefrologia de Itapecerica da Serra Ltda.	Brazil
Clover Dialysis, LLC	Delaware
Clyfee Dialysis, LLC	Delaware
Cobbles Dialysis, LLC	Delaware
Columbus-RNA-DaVita, LLC	Delaware
Conconully Dialysis, LLC	Delaware
Conecuh Dialysis, LLC	Delaware
Continental Dialysis Center of Springfield-Fairfax, Inc.	Virginia
Continental Dialysis Center, Inc.	Virginia
Coral Dialysis, LLC	Delaware
Couer Dialysis, LLC	Delaware
Cowell Dialysis, LLC	Delaware
Croskee Dialysis, LLC	Delaware
Crossings Dialysis, LLC	Delaware
Crowder Dialysis, LLC	Delaware
Crystals Dialysis, LLC	Delaware
Cuivre Dialysis, LLC	Delaware
Curlew Dialysis, LLC	Delaware
Dale Dialysis, LLC	Delaware
Dalhart Dialysis, LLC	Delaware
Dallas-Fort Worth Nephrology, L.P.	Delaware
Davis Dialysis, LLC	Delaware
DaVita - Riverside II, LLC	Delaware
DaVita - Riverside, LLC	Delaware
DaVita - West, LLC	Delaware
DaVita APAC Holding B.V.	Netherlands
DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil
DaVita Brasil Servicos de Nefrologia Uber Ltda.	Brazil
DaVita Care (Saudi Arabia)	Saudi Arabia
DaVita Deutschland AG	Germany
DaVita Deutschland Beteiligungs GmbH & Co. KG	Germany
DaVita Germany GmbH	Germany
DaVita Health Solutions, LLC	Delaware
DaVita HealthCare Brasil Servicos Medicos Ltda.	Brazil
DaVita International Limited	United Kingdom
DaVita of New York, Inc.	New York
DaVita Rien Servicos de Nefrologia Ltda.	Brazil
DaVita Rx, LLC	Delaware
DaVita S.A.S.	Colombia
DaVita Servicos de Nefrologia de Araraquara Ltda.	Brazil
DaVita Servicos de Nefrologia Distrito Federal Ltda.	Brazil
DaVita Servicos de Nefrologia Jardim das Imbuias Ltda.	Brazil
DaVita Servicos de Nefrologia Juiz Fora Ltda.	Brazil
DaVita Servicos de Nefrologia Meireles Ltda.	Brazil
DaVita Servicos de Nefrologia Mondubim Ltda.	Brazil
DaVita Servicos de Nefrologia Niteroi Ltda.	Brazil

DaVita Servicos de Nefrologia Recife Ltda.	Brazil
DaVita Servicos de Nefrologia Santos Ltda.	Brazil
DaVita Servicos de Nefrologia Sao Bernardino do Campo Ltda.	Brazil
DaVita Servicos de Nefrologia Sao Caetano do Sul Ltda.	Brazil
DaVita Servicos de Nefrologia Sao Gerardo Ltda.	Brazil
DaVita Servicos Medicos Ltda.	Brazil
DaVita Sp. z o.o.	Poland
DaVita Tidewater - Virginia Beach, LLC	Delaware
DaVita UTR Servicos de Nefrologia Ltda.	Brazil
DaVita VillageHealth, Inc.	Delaware
Dawson Dialysis, LLC	Delaware
DC Healthcare International, Inc.	Delaware
Decklund Dialysis, LLC	Delaware
Deowee Dialysis, LLC	Delaware
DiaCare AG	Switzerland
Dialysis Holdings, Inc.	Delaware
Dialysis of Northern Illinois, LLC	Delaware
Dialysis Specialists of Dallas, Inc.	Texas
Dierks Dialysis, LLC	Delaware
Dighton Dialysis, LLC	Delaware
DNP Management Company, LLC	Delaware
Dolores Dialysis, LLC	Delaware
Doves Dialysis, LLC	Delaware
Downriver Centers, Inc.	Michigan
Dresher Dialysis, LLC	Delaware
Dunes Dialysis, LLC	Delaware
Duston Dialysis, LLC	Delaware
DV Care Netherlands B.V.	Netherlands
DV Care Netherlands C.V.	Netherlands
DVA Healthcare - Southwest Ohio, LLC	Tennessee
DVA Healthcare of Maryland, LLC	Maryland
DVA Healthcare of Massachusetts, Inc.	Massachusetts
DVA Healthcare of New London, LLC	Tennessee
DVA Healthcare of Norwich, LLC	Tennessee
DVA Healthcare of Pennsylvania, LLC	Pennsylvania
DVA Healthcare of Tuscaloosa, LLC	Tennessee
DVA Healthcare Procurement Services, Inc.	California
DVA Healthcare Renal Care, Inc.	Nevada
DVA Holdings Pte. Ltd.	Singapore
DVA Laboratory Services, Inc.	Florida
DVA of New York, Inc.	New York
DVA Renal Healthcare, Inc.	Tennessee
Dworsher Dialysis, LLC	Delaware
East End Dialysis Center, Inc.	Virginia
East Ft. Lauderdale, LLC	Delaware
Edisto Dialysis, LLC	Delaware
Egonsa Dialysis, LLC	Delaware

Elberton Dialysis Facility, Inc.	Georgia
Eldrist Dialysis, LLC	Delaware
Elgin Dialysis, LLC	Delaware
Elk Grove Dialysis Center, LLC	Delaware
Ellacoya Dialysis, LLC	Delaware
Ellmac Dialysis, LLC	Delaware
Empire State DC, Inc.	New York
Etowah Dialysis, LLC	Delaware
Ettleton Dialysis, LLC	Delaware
Eufaula Dialysis, LLC	Delaware
EURODIAL - Centro de Nefrologia e Dialise de Leiria S.A.	Portugal
Falcon, LLC	Delaware
Farragut Dialysis, LLC	Delaware
Federal Way Assurance, Inc.	Colorado
Ferne Dialysis, LLC	Delaware
Ferron Dialysis, LLC	Delaware
Fields Dialysis, LLC	Delaware
Five Star Dialysis, LLC	Delaware
Flagler Dialysis, LLC	Delaware
Flamingo Park Kidney Center, Inc.	Florida
Flandrau Dialysis, LLC	Delaware
Flor Dialysis, LLC	Delaware
Fort Dialysis, LLC	Delaware
Foss Dialysis, LLC	Delaware
Freehold Artificial Kidney Center, L.L.C.	New Jersey
Freeman Dialysis, LLC	Delaware
Frierton Dialysis, LLC	Delaware
Frontier Dialysis, LLC	Delaware
Fullerton Dialysis Center, LLC	Delaware
Ganois Dialysis, LLC	Delaware
Gansett Dialysis, LLC	Delaware
Garner Dialysis, LLC	Delaware
Garrett Dialysis, LLC	Delaware
Garson Dialysis, LLC	Delaware
Gate Dialysis, LLC	Delaware
GDC International, LLC	Delaware
Gebhard Dialysis, LLC	Delaware
Genesis KC Development, LLC	Delaware
Geyser Dialysis, LLC	Delaware
Gilwards Dialysis, LLC	Delaware
GiveLife Dialysis, LLC	Delaware
Glacier Dialysis, LLC	Delaware
Glarus Dialysis, LLC	Delaware
Glassland Dialysis, LLC	Delaware
Glosser Dialysis, LLC	Delaware
Golden ASC, LLC	Delaware
Goliad Dialysis, LLC	Delaware

Granue Dialysis, LLC	Delaware
Greater Las Vegas Dialysis, LLC	Delaware
Greater Los Angeles Dialysis Centers, LLC	Delaware
Green Desert Dialysis, LLC	Delaware
Groten Dialysis, LLC	Delaware
Guilder Dialysis, LLC	Delaware
Hailstone Dialysis, LLC	Delaware
Hampton Dialysis, LLC	Delaware
Harmony Dialysis, LLC	Delaware
Hart Dialysis, LLC	Delaware
Havanna Dialysis, LLC	Delaware
Hawn Dialysis, LLC	Delaware
Hays Dialysis, LLC	Delaware
Hazelton Dialysis, LLC	Delaware
Helmer Dialysis, LLC	Delaware
Hewett Dialysis, LLC	Delaware
Higbee Dialysis, LLC	Delaware
Higden Dialysis, LLC	Delaware
Hilgards Dialysis, LLC	Delaware
Hills Dialysis, LLC	Delaware
Holten Dialysis, LLC	Delaware
Honeyman Dialysis, LLC	Delaware
Houston Kidney Center/Total Renal Care Integrated Service Network Limited Partnership	Delaware
Hummer Dialysis, LLC	Delaware
Hunter Dialysis, LLC	Delaware
Huntington Artificial Kidney Center, Ltd.	New York
Huntington Park Dialysis, LLC	Delaware
Hyattsville Dialysis, LLC	Delaware
Hyde Dialysis, LLC	Delaware
Icelandic Dialysis, LLC	Delaware
IDC -International Dialysis Centers, Lda	Portugal
Instituto de Nefrologia da Regiao dos Lagos Ltda.	Brazil
Iroquois Dialysis, LLC	Delaware
ISD Bartlett, LLC	Delaware
ISD I Holding Company, Inc.	Delaware
ISD II Holding Company, Inc.	Delaware
ISD Las Vegas, LLC	Delaware
ISD Renal, Inc.	Delaware
ISD Schaumburg, LLC	Delaware
ISD Spring Valley, LLC	Delaware
ISD Summit Renal Care, LLC	Ohio
Jacinto Dialysis, LLC	Delaware
Jenness Dialysis, LLC	Delaware
Jericho Dialysis, LLC	Delaware
Kadden Dialysis, LLC	Delaware
Kamakee Dialysis, LLC	Delaware
Kamiah Dialysis, LLC	Delaware

Kanika Dialysis, LLC	Delaware
Kasaskia Dialysis, LLC	Delaware
Kavett Dialysis, LLC	Delaware
Kerricher Dialysis, LLC	Delaware
Kershaw Dialysis, LLC	Delaware
Kidney Care Services, LLC	Delaware
Kidney Center South LLC	Delaware
Kidney HOME Center, LLC	Delaware
Kidney Life, LLC	New Jersey
Kimball Dialysis, LLC	Delaware
Kingston Dialysis, LLC	Delaware
Kinnick Dialysis, LLC	Delaware
Kiowa Dialysis, LLC	Delaware
Knickerbocker Dialysis, Inc.	New York
Landor Dialysis, LLC	Delaware
Lantell Dialysis, LLC	Delaware
Lassen Dialysis, LLC	Delaware
Latrobe Dialysis, LLC	Delaware
Lawrenceburg Dialysis, LLC	Delaware
Leawood Dialysis, LLC	Delaware
Lees Dialysis, LLC	Delaware
Legare Development LLC	Delaware
Liberty RC, Inc.	New York
Lifeline Pensacola, LLC	Delaware
Lifeline Vascular Center-Albany, LLC	Delaware
Lincoln Park Dialysis Services, Inc.	Illinois
Little Rock Dialysis Centers, LLC	Delaware
Livingston Dialysis, LLC	Delaware
Llano Dialysis, LLC	Delaware
Lockhart Dialysis, LLC	Delaware
Lofield Dialysis, LLC	Delaware
Logoley Dialysis, LLC	Delaware
Long Beach Dialysis Center, LLC	Delaware
Lory Dialysis, LLC	Delaware
Lourdes Dialysis, LLC	Delaware
Lyndale Dialysis, LLC	Delaware
Machesney Bay Dialysis, LLC	Delaware
Madigan Dialysis, LLC	Delaware
Magney Dialysis, LLC	Delaware
Magnolia Dialysis, LLC	Delaware
Magoffin Dialysis, LLC	Delaware
Makonee Dialysis, LLC	Delaware
Manito Dialysis, LLC	Delaware
Manzano Dialysis, LLC	Delaware
Maple Grove Dialysis, LLC	Delaware
Margette Dialysis, LLC	Delaware
Marseille Dialysis, LLC	Delaware

Marysville Dialysis Center, LLC	Delaware
Mashero Dialysis, LLC	Delaware
Mason-Dixon Dialysis Facilities, Inc.	Maryland
Matheson Dialysis, LLC	Delaware
Mautino Dialysis, LLC	Delaware
Mazonia Dialysis, LLC	Delaware
Meadows Dialysis, LLC	Delaware
Mellen Dialysis, LLC	Delaware
Memorial Dialysis Center, L.P.	Delaware
Meridian Dialysis, LLC	Delaware
Mermet Dialysis, LLC	Delaware
Mesilla Dialysis, LLC	Delaware
Middlesex Dialysis Center, LLC	Delaware
Millonee Dialysis, LLC	Delaware
Milltown Dialysis, LLC	Delaware
Milo Dialysis, LLC	Delaware
Minam Dialysis, LLC	Delaware
Mocca Dialysis, LLC	Delaware
Moraine Dialysis, LLC	Delaware
Morrison Dialysis, LLC	Delaware
Mountain West Dialysis Services, LLC	Delaware
Mulgee Dialysis, LLC	Delaware
MVZ DaVita Alzey GmbH	Germany
MVZ DaVita Ambulantes Kardiologisches Zentrum Peine GmbH	Germany
MVZ DaVita Aurich GmbH	Germany
MVZ DaVita Bad Aibling GmbH	Germany
MVZ DaVita Bad Duben GmbH	Germany
MVZ DaVita Cardio Centrum Dusseldorf GmbH	Germany
MVZ DaVita Dillenburg GmbH	Germany
MVZ DaVita Dinkelsbuhl GmbH	Germany
MVZ DaVita Dormagen GmbH	Germany
MVZ DaVita Dresden GmbH	Germany
MVZ DaVita Duisburg GmbH	Germany
MVZ DaVita Elsterland GmbH	Germany
MVZ DaVita Emden GmbH	Germany
MVZ DaVita Geilenkirchen GmbH	Germany
MVZ DaVita Gera GmbH	Germany
MVZ DaVita Hannover Linden GmbH	Germany
MVZ DaVita Iserlohn GmbH	Germany
MVZ DaVita Monchengladbach GmbH	Germany
MVZ DaVita Neuss GmbH	Germany
MVZ DaVita Niederrhein GmbH	Germany
MVZ DaVita Nierenzentrum Berlin-Britz GmbH	Germany
MVZ DaVita Nierenzentrum Hamm-Ahlen GmbH	Germany
MVZ DaVita Prenzlau-Pasewalk GmbH	Germany
MVZ DaVita Rhein-Ahr GmbH	Germany
MVZ DaVita Rhein-Ruhr GmbH	Germany

MVZ DaVita Salzgitter-Seesen GmbH	Germany
MVZ DaVita Schwalm-Eder GmbH	Germany
MVZ DaVita Sud-Niedersachsen GmbH	Germany
MVZ DaVita Viersen GmbH	Germany
Nansen Dialysis, LLC	Delaware
Natomas Dialysis, LLC	Delaware
Nauvue Dialysis, LLC	Delaware
Navarro Dialysis, LLC	Delaware
Nefros Unidade De Nefrologia e Hipertensao Sociedade Simples Ltda.	Brazil
Neoporte Dialysis, LLC	Delaware
Nephrology Medical Associates of Georgia, LLC	Georgia
Nephrology Practice Solutions, LLC	Delaware
Nephron Care Assistencia Medica Ltda.	Brazil
Neptune Artificial Kidney Center, L.L.C.	New Jersey
New Bay Dialysis, LLC	Delaware
Norbert Dialysis, LLC	Delaware
Norte Dialysis, LLC	Delaware
North Atlanta Dialysis Center, LLC	Delaware
North Colorado Springs Dialysis, LLC	Delaware
Odiorne Dialysis, LLC	Delaware
Ogano Dialysis, LLC	Delaware
Ohio River Dialysis, LLC	Delaware
Okanogan Dialysis, LLC	Delaware
Olive Dialysis, LLC	Delaware
Onota Dialysis, LLC	Delaware
Orange Dialysis, LLC	California
Ossippee Dialysis, LLC	Delaware
Owens Dialysis, LLC	Delaware
Owyhee Dialysis, LLC	Delaware
Pablo Dialysis, LLC	Delaware
Palo Dialysis, LLC	Delaware
Panther Dialysis, LLC	Delaware
Parkside Dialysis, LLC	Delaware
Patient Pathways, LLC	Delaware
Pattison Dialysis, LLC	Delaware
Pawlier Dialysis, LLC	Delaware
Pedernales Dialysis, LLC	Delaware
Pendster Dialysis, LLC	Delaware
Petra Dialysis, LLC	Delaware
Pharis Dialysis, LLC	Delaware
Physicians Choice Dialysis Of Alabama, LLC	Delaware
Physicians Choice Dialysis, LLC	Delaware
Physicians Dialysis Acquisitions, Inc.	Delaware
Physicians Dialysis of Lancaster, LLC	Pennsylvania
Physicians Dialysis Ventures, LLC	Delaware
Physicians Dialysis, Inc.	Delaware
Physicians Management, LLC	Delaware

Pible Dialysis, LLC	Delaware
Pine Dialysis, LLC	Delaware
Pittsburgh Dialysis Partners, LLC	Delaware
Piute Dialysis, LLC	Delaware
Plaine Dialysis, LLC	Delaware
Platte Dialysis, LLC	Delaware
Plover Dialysis, LLC	Delaware
Pluribus Dialise - Benfica, S.A.	Portugal
Pluribus Dialise - Cascais, S.A.	Portugal
Pluribus Dialise, S.A.	Portugal
Poinsett Dialysis, LLC	Delaware
Pokagon Dialysis, LLC	Delaware
Portola Dialysis, LLC	Delaware
Prineville Dialysis, LLC	Delaware
Prings Dialysis, LLC	Delaware
Pyramid Dialysis, LLC	Delaware
Ramsey Dialysis, LLC	Delaware
Randolph Dialysis, LLC	Delaware
Ravalli Dialysis, LLC	Delaware
Rayburn Dialysis, LLC	Delaware
Red Willow Dialysis, LLC	Delaware
Redcliff Dialysis, LLC	Delaware
Refuge Dialysis, LLC	Delaware
Renal Center of Beaumont, LLC	Delaware
Renal Center of Flower Mound, LLC	Delaware
Renal Center of Frisco, LLC	Delaware
Renal Center of Hamilton, LLC	Delaware
Renal Center of Lewisville, LLC	Delaware
Renal Center of Monroe, LLC	Delaware
Renal Center of Morristown, LLC	Delaware
Renal Center of Mountain Home, LLC	Delaware
Renal Center of Newton, LLC	Delaware
Renal Center of North Denton, L.L.L.P.	Delaware
Renal Center of Port Arthur, LLC	Delaware
Renal Center of Waterton, L.L.L.P.	Delaware
Renal Center of West Beaumont, LLC	Delaware
Renal Center of Westwood, LLC	Delaware
Renal Life Link, Inc.	Delaware
Renal Treatment Centers - California, Inc.	Delaware
Renal Treatment Centers - Hawaii, Inc.	Delaware
Renal Treatment Centers - Illinois, Inc.	Delaware
Renal Treatment Centers - Mid-Atlantic, Inc.	Delaware
Renal Treatment Centers - Northeast, Inc.	Delaware
Renal Treatment Centers - Southeast, LP	Delaware
Renal Treatment Centers - West, Inc.	Delaware
Renal Treatment Centers, Inc.	Delaware
Renal Ventures Management, LLC	Delaware

RenalServ LLC	Delaware
Riddle Dialysis, LLC	Delaware
River Valley Dialysis, LLC	Delaware
RMS Lifeline Inc.	Delaware
Rocky Mountain Dialysis Services, LLC	Delaware
Rollins Dialysis, LLC	Delaware
Ronan Dialysis, LLC	Delaware
Roose Dialysis, LLC	Delaware
Rophets Dialysis, LLC	Delaware
Roushe Dialysis, LLC	Delaware
Routt Dialysis, LLC	Delaware
Royale Dialysis, LLC	Delaware
Rusk Dialysis, LLC	Delaware
Rutland Dialysis, LLC	Delaware
RV Academy, LLC	Delaware
Sahara Dialysis, LLC	Delaware
SAKDC-DaVita Dialysis Partners, L.P.	Delaware
San Marcos Dialysis, LLC	Delaware
Sands Dialysis, LLC	Delaware
Sapelo Dialysis, LLC	Delaware
Saunders Dialysis, LLC	Delaware
Schuler Dialysis, LLC	Delaware
Seabay Dialysis, LLC	Delaware
Secour Dialysis, LLC	Delaware
Seneca Dialysis, LLC	Delaware
Sensiba Dialysis, LLC	Delaware
Shadow Dialysis, LLC	Delaware
Shelby Dialysis, LLC	Delaware
Shelling Dialysis, LLC	Delaware
Sherman Dialysis, LLC	Delaware
Shetek Dialysis, LLC	Delaware
Shining Star Dialysis, Inc.	New Jersey
Shoals Dialysis, LLC	Delaware
Shone Dialysis, LLC	Delaware
Shoshone Dialysis, LLC	Delaware
Sierra Rose Dialysis Center, LLC	Delaware
Silverwood Dialysis, LLC	Delaware
Simeon Dialysis, LLC	Delaware
Skagit Dialysis, LLC	Delaware
Sloss Dialysis, LLC	Delaware
Smithgall Dialysis, LLC	Delaware
South Central Florida Dialysis Partners, LLC	Delaware
South Fork Dialysis, LLC	Delaware
Southcrest Dialysis, LLC	Delaware
Southlake Dialysis, LLC	Delaware
Southwest Atlanta Dialysis Centers, LLC	Delaware
Sparda Dialysis, LLC	Delaware

Sprague Dialysis, LLC	Delaware
Springpond Dialysis, LLC	Delaware
St. Luke's Dialysis, LLC	Delaware
Star Dialysis, LLC	Delaware
Stines Dialysis, LLC	Delaware
Storrie Dialysis, LLC	Delaware
Sugarloaf Dialysis, LLC	Delaware
Sunapee Dialysis, LLC	Delaware
Sunset Dialysis, LLC	Delaware
Talimena Dialysis, LLC	Delaware
Tarleton Dialysis, LLC	Delaware
Terre Dialysis, LLC	Delaware
Tetona Dialysis, LLC	Delaware
Texas Renal Ventures, L.P.L.L.L.P.	Delaware
The DaVita Collection, Inc.	California
Tolland Dialysis, LLC	Delaware
Tolowa Dialysis, LLC	Delaware
Toltec Dialysis, LLC	Delaware
Total Acute Kidney Care, Inc.	Florida
Total Renal Care Of North Carolina, LLC	Delaware
Total Renal Care Texas Limited Partnership	Delaware
Total Renal Care, Inc.	California
Total Renal Laboratories, Inc.	Florida
Total Renal Research, Inc.	Delaware
Toulouse Dialysis, LLC	Delaware
Trailstone Dialysis, LLC	Delaware
Transmountain Dialysis, L.P.	Delaware
TRC - Indiana, LLC	Indiana
TRC - Petersburg, LLC	Delaware
TRC EL Paso Limited Partnership	Delaware
TRC of New York, Inc.	New York
TRC West, Inc.	Delaware
TRC-Georgetown Regional Dialysis, LLC	District Of Columbia
Tree City Dialysis, LLC	Delaware
Tross Dialysis, LLC	Delaware
Tunnel Dialysis, LLC	Delaware
Turlock Dialysis Center, LLC	Delaware
Twain Dialysis, LLC	Delaware
Tyler Dialysis, LLC	Delaware
Ukiah Dialysis, LLC	Delaware
Unicoi Dialysis, LLC	Delaware
University Dialysis Center, LLC	Delaware
Upper Valley Dialysis, L.P.	Delaware
USC-DaVita Dialysis Center, LLC	California
Valley Springs Dialysis, LLC	Delaware
Vancile Dialysis, LLC	Delaware
Vancleer Dialysis, LLC	Delaware

Victory Dialysis, LLC	Delaware
VillageHealth DM, LLC	Delaware
Villanueva Dialysis, LLC	Delaware
Vogel Dialysis, LLC	Delaware
Volo Dialysis, LLC	Delaware
Waddell Dialysis, LLC	Delaware
Wakoni Dialysis, LLC	Delaware
Walker Dialysis, LLC	Delaware
Walton Dialysis, LLC	Delaware
Watkins Dialysis, LLC	Delaware
Watson Dialysis, LLC	Delaware
Weldon Dialysis, LLC	California
West Sacramento Dialysis, LLC	Delaware
Williston Dialysis, LLC	Delaware
Willowbrook Dialysis Center, L.P.	Delaware
Winds Dialysis, LLC	Delaware
Woodford Dialysis, LLC	Delaware
Wyota Dialysis, LLC	Delaware
Yards Dialysis, LLC	Delaware
Zephyrhills Dialysis Center, LLC	Delaware
Zillmar Dialysis, LLC	Delaware
DaVita Medical Group:	
Coastal Physicians Management, Inc.	California
Colorado Innovative Physician Solutions, Inc.	Colorado
DaVita Clinical Trials, LLC	Delaware
DaVita Health Plan of California, Inc.	Delaware
DaVita Health Plan of Nevada, Inc.	Nevada
DaVita Magan Management, Inc.	California
DaVita Medical Colorado ASC, LLC	Colorado
DaVita Medical Colorado, LLC	Colorado
DaVita Medical Endoscopy Center New Mexico, LLC	New Mexico
DaVita Medical Florida, Inc.	Delaware
DaVita Medical Group Colorado Springs, LLC	Colorado
Davita Medical Group Florida CI, LLC	Delaware
DaVita Medical Group New Mexico, LLC	Delaware
DaVita Medical Group South Florida, LLC	Florida
DaVita Medical Holding Company, New Mexico, LLC	New Mexico
Davita Medical Holdings Colorado, LLC	Colorado
DaVita Medical Holdings Florida, Inc.	Delaware
DaVita Medical Holdings, LLC	California
DaVita Medical Management, LLC	California
Everett MSO, Inc.	Washington
HCP ACO California, LLC	California
HCP IPA Nevada, LLC	Nevada
HCP Medical LV, LLC	Nevada
HealthCare Partners ASC-LB, LLC	California

HealthCare Partners Management Services California, LLC	Delaware
HealthCare Partners Management Services Nevada, LLC	Nevada
HealthCare Partners of Nevada, LLC	Nevada
HealthCare Partners RE, LLC	Delaware
Mountain View Medical Group, LLC	Colorado
North Puget Sound Oncology Equipment Leasing Company, LLC	Washington

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors
DaVita Inc.:

We consent to the incorporation by reference in the registration statements on Forms S-8 (No. 333-213119, No. 333-190434, No. 333-169467, No. 333-158220, No. 333-144097, No. 333-86550, and No. 333-30736), and on Form S-4 (No. 333-182572) and on Forms S-3 (No. 333-203394, No. 333-196630, No. 333-183285, and No. 333-169690) of DaVita Inc. of our reports dated February 22, 2019 with respect to the consolidated balance sheets of DaVita Inc. as of December 31, 2018 and 2017, the related consolidated statements of income, comprehensive income, equity, and cash flows for each of the years in the three-year period ended December 31, 2018, and the related notes and financial statement Schedule II - Valuation and Qualifying Accounts (collectively, the consolidated financial statements), and the effectiveness of internal control over financial reporting as of December 31, 2018, which reports appear in the December 31, 2018 annual report on Form 10-K of DaVita Inc. Our report includes an explanatory paragraph that described the change in the Company's method of accounting for revenue recognition in 2018, as discussed in Notes 1 and 2 to the consolidated financial statements, due to the adoption of the Financial Accounting Standards Board's Accounting Standards Codification Topic 606 *Revenue from Contracts with Customers.*

/s/ KPMG LLP

Seattle, Washington
February 22, 2019

Exhibit 31.1

SECTION 302 CERTIFICATION

I, Kent J. Thiry, certify that:

1. I have reviewed this annual report on Form 10-K of DaVita Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/S/ KENT J. THIRY

Kent J. Thiry
Chief Executive Officer

Date: February 22, 2019

Exhibit 31.2

SECTION 302 CERTIFICATION

I, Joel Ackerman, certify that:

1. I have reviewed this annual report on Form 10-K of DaVita Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/S/ JOEL ACKERMAN

Joel Ackerman
Chief Financial Officer

Date: February 22, 2019

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of DaVita Inc. (the "Company") on Form 10-K for the year ending December 31, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Periodic Report"), I, Kent J. Thiry, Chief Executive Officer of the Company, certify, pursuant to 18.U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

1 The Periodic Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2 The information contained in the Periodic Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/S/ KENT J. THIRY

Kent J. Thiry
Chief Executive Officer

February 22, 2019

Exhibit 32.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of DaVita Inc. (the "Company") on Form 10-K for the year ending December 31, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Periodic Report"), I, Joel Ackerman, Chief Financial Officer of the Company, certify, pursuant to 18.U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

1 The Periodic Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2 The information contained in the Periodic Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/S/ JOEL ACKERMAN

Joel Ackerman
Chief Accounting Officer

February 22, 2019

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

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the Fiscal Year Ended December 31, 2019
or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____
Commission File Number: 1-14106

DAVITA INC.

(Exact name of registrant as specified in charter)

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

2000 16th Street
Denver, CO 80202
Telephone number (720) 631-2100

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

Title of each class:	**Trading symbol(s):**	**Name of each exchange on which registered:**
Common Stock, $0.001 par value	**DVA**	**New York Stock Exchange**

Securities registered pursuant to Section 12(g) of the Act:
None

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

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

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

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

Large accelerated filer ☒	Accelerated filer ☐
Non-accelerated filer ☐	Smaller reporting company
	Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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

As of June 28, 2019, the aggregate market value of the Registrant's common stock outstanding held by non-affiliates based upon the closing price on the New York Stock Exchange was approximately $9.3 billion.

As of January 31, 2020, the number of shares of the Registrant's common stock outstanding was approximately 125.6 million shares.

Documents incorporated by reference

Portions of the Registrant's proxy statement for its 2020 annual meeting of stockholders are incorporated by reference in Part III of this Form 10-K.

DAVITA INC.
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PART I

Item 1. Business

Unless otherwise indicated in this Annual Report on Form 10-K "DaVita", "the Company" "we", "us", "our" and other similar terms refer to DaVita Inc. and its consolidated subsidiaries. Our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports filed or furnished pursuant to section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, are made available free of charge through our website, located at http://www.davita.com, as soon as reasonably practicable after the reports are filed with or furnished to the Securities and Exchange Commission (SEC). The SEC also maintains a website at http://www.sec.gov where these reports and other information about us can be obtained. The contents of our website are not incorporated by reference into this report.

Overview of DaVita Inc.

DaVita is a leading healthcare provider focused on transforming care delivery to improve quality of life for patients globally. Incorporated as a Delaware corporation in 1994, we are one of the largest providers of kidney care services in the U.S. and have been a leader in clinical quality and innovation for over 20 years. DaVita is committed to bold, patient-centric care models, implementing the latest technologies and moving toward integrated care offerings. Over the years, we have established a value-based culture with a philosophy of caring that is focused on both our patients and teammates. This culture and philosophy fuel our continuous drive towards achieving our mission to be the provider, partner and employer of choice and fulfilling our vision to "build the greatest healthcare community the world has ever seen."

The loss of kidney function is normally irreversible. Kidney failure is typically caused by Type I and Type II diabetes, hypertension, polycystic kidney disease, long-term autoimmune attack on the kidneys and prolonged urinary tract obstruction. End stage renal disease or end stage kidney disease (ESRD or ESKD) is the stage of advanced kidney impairment that requires continued dialysis treatments or a kidney transplant to sustain life. Dialysis is the removal of toxins, fluids and salt from the blood of patients by artificial means. Patients suffering from ESRD generally require dialysis at least three times a week for the rest of their lives.

Our U.S. dialysis and related lab services (U.S. dialysis) business treats patients with chronic kidney failure and ESRD in the United States, and is our largest line of business. As of December 31, 2019, we provided dialysis and administrative services and related laboratory services throughout the U.S. via a network of 2,753 outpatient dialysis centers in 46 states and the District of Columbia, serving a total of approximately 206,900 patients and provided acute inpatient dialysis services in approximately 900 hospitals. Our robust platform to deliver kidney care services also includes established nephrology and payor relationships as well as home programs. In addition, as of December 31, 2019, we provided dialysis and administrative services to a total of 259 outpatient dialysis centers located in ten countries outside of the U.S., serving approximately 28,700 patients. The Company also consists of our ancillary services and strategic initiatives, which include the aforementioned international operations (collectively, our ancillary services), as well as our corporate administrative support.

Our patient-centric care model leverages our platform of kidney care services to maximize patient choice in both models and modalities of care. We believe that the flexibility we offer coupled with a focus on comprehensive kidney care supports our commitments to help improve clinical outcomes and quality of life for our patients. For the seventh consecutive year, we are an industry leader in the Centers for Medicare & Medicaid Services' (CMS) Quality Incentive Program (QIP), which promotes high quality services in outpatient dialysis facilities treating patients with ESRD. We are also an industry leader for the sixth consecutive year under CMS' Five-Star Quality Rating system, which rates eligible dialysis centers based on the quality of outcomes to help patients, their families, and caregivers make more informed decisions about where patients receive care. In addition, we are an industry leader for the total number of patients in home-based dialysis services.

Our quality clinical outcomes are driven by our experienced and knowledgeable teammates. We employ registered nurses, licensed practical or vocational nurses, patient care technicians, social workers, registered dietitians, biomedical technicians and other administrative and support teammates who strive to achieve superior clinical outcomes at our dialysis facilities. In addition to our teammates at our dialysis facilities, as of December 31, 2019, our Chief Medical Officer leads a team of 15 senior nephrologists in our physician leadership team as part of our Office of the Chief Medical Officer (OCMO). This team represents a variety of academic, clinical practice, and clinical research backgrounds. We also have a Physician Counsel that serves as an advisory body to senior management, which is composed of nine physicians with extensive experience in clinical practice, as well as eight Group Medical Directors as of December 31, 2019.

On June 19, 2019, we completed the sale of our DaVita Medical Group (DMG) business, a patient and physician-focused integrated healthcare delivery and management company, to Collaborative Care Holdings, LLC (Optum), a subsidiary of UnitedHealth Group Inc. As a result, the DMG business has been classified as discontinued operations and its results of

operations are reported as discontinued operations for all periods presented in the consolidated financial statements included in this report.

For financial information about DMG, see Note 22 to the consolidated financial statements included in this report.

U.S. dialysis business

Our U.S. dialysis business is a leading provider of kidney dialysis services for patients suffering from ESRD. As of December 31, 2019, we provided dialysis and administrative services in the U.S. through a network of 2,753 outpatient dialysis centers in 46 states and the District of Columbia, serving a total of approximately 206,900 patients. We also provide acute inpatient dialysis services in approximately 900 hospitals and related laboratory services throughout the U.S.

According to the United States Renal Data System (USRDS), there were over 523,000 ESRD dialysis patients in the U.S. in 2017. Based on the most recent 2019 annual data report from the USRDS, the underlying ESRD dialysis patient population has grown at an approximate compound rate of 3.6% from 2007 to 2017 and a compound rate of 3.3% from 2012 to 2017, which suggests that the rate of growth of the ESRD patient population is declining. A number of factors may impact ESRD growth rates, including, among others, the aging of the U.S. population, transplant rates, incidence rates for diseases that cause kidney failure such as diabetes and hypertension, mortality rates for dialysis patients and growth rates of minority populations with higher than average incidence rates of ESRD.

Since 1972, the federal government has provided healthcare coverage for ESRD patients under the Medicare ESRD program regardless of age or financial circumstances. ESRD is the first and only disease state eligible for Medicare coverage both for dialysis and dialysis-related services and for all benefits available under the Medicare program. For patients with Medicare coverage, all ESRD payments for dialysis treatments are made under a single bundled payment rate. See page 5 for further details.

Although Medicare reimbursement limits the allowable charge per treatment, it provides industry participants with a relatively predictable and recurring revenue stream for dialysis services provided to patients without commercial insurance. For the year ended December 31, 2019, approximately 90% of our total dialysis patients were covered under some form of government-based program, with approximately 74% of our dialysis patients covered under Medicare and Medicare-assigned plans.

Treatment options for ESRD

Treatment options for ESRD are dialysis and kidney transplantation.

Dialysis options

- *Hemodialysis*

Hemodialysis, the most common form of ESRD treatment, is usually performed at a freestanding outpatient dialysis center, at a hospital-based outpatient center, or at the patient's home. The hemodialysis machine uses an artificial kidney, called a dialyzer, to remove toxins, fluids and salt from the patient's blood. The dialysis process occurs across a semi-permeable membrane that divides the dialyzer into two distinct chambers. While blood is circulated through one chamber, a pre-mixed fluid is circulated through the other chamber. The toxins, salt and excess fluids from the blood cross the membrane into the fluid, allowing cleansed blood to return back into the patient's body. Each hemodialysis treatment that occurs in the outpatient dialysis centers typically lasts approximately three and one-half hours and is usually performed three times per week.

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

Some ESRD patients who are healthier and more independent may perform home hemodialysis in their home or residence through the use of a hemodialysis machine designed specifically for home therapy that is portable, smaller and easier to use. Patients receive training, support and monitoring from registered nurses, usually in our outpatient dialysis centers, in connection with their home hemodialysis treatment. Home hemodialysis is typically performed with greater frequency than dialysis treatments performed in outpatient dialysis centers and on varying schedules.

- *Peritoneal dialysis*

Peritoneal dialysis uses the patient's peritoneal or abdominal cavity to eliminate fluid and toxins and is typically performed at home. The most common methods of peritoneal dialysis are continuous ambulatory peritoneal dialysis (CAPD)

and continuous cycling peritoneal dialysis (CCPD). Because it does not involve going to an outpatient dialysis center three times a week for treatment, peritoneal dialysis is generally an alternative to hemodialysis for patients who are healthier, more independent and desire more flexibility in their lifestyle.

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

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

Kidney transplantation

Although kidney transplantation, when successful, is generally the most desirable form of therapeutic intervention, the shortage of suitable donors, side effects of immunosuppressive pharmaceuticals given to transplant recipients and dangers associated with transplant surgery for some patient populations have generally limited the use of this treatment option. An executive order signed in July 2019 (the 2019 Executive Order) directed the Department of Health and Human Services (HHS) to develop policies addressing, among other things, the goal of making more kidneys available for transplant. As directed by the 2019 Executive Order, the CMS, through its Center for Medicare and Medicaid Innovation (CMMI), subsequently released the framework for certain proposed voluntary payment models that would adjust payment incentives to encourage kidney transplants. For more information regarding the 2019 Executive Order and these payment models, please see the discussion below under the heading "*-New models of care and Medicare and Medicaid program reforms*."

U.S. dialysis services we provide

Outpatient hemodialysis services

As of December 31, 2019, we operated or provided administrative services through a network of2,753 outpatient dialysis centers in the U.S. that are designed specifically for outpatient hemodialysis. In 2019, our overall network of U.S. outpatient dialysis centers increased by89 primarily as a result of the opening of new dialysis centers and acquisitions, net of center closures, representing a total increase of approximately 3.3% from 2018.

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

Under Medicare regulations, we cannot promote, develop or maintain any kind of contractual relationship with our patients that would directly or indirectly obligate a patient to use or continue to use our dialysis services, or that would give us any preferential rights other than those related to collecting payments for our dialysis services. Our total patient turnover, which is based upon all causes, averaged approximately 24% in both 2019 and 2018. However, in 2019, the overall number of patients to whom we provided services in the U.S. increased by approximately 2.1% from 2018, primarily from the opening of new dialysis centers and acquisitions, and continued growth within the industry.

Hospital inpatient hemodialysis services

As of December 31, 2019, we provided hospital inpatient hemodialysis services, excluding physician services, to patients in approximately900 hospitals throughout the U.S. We render these services based on a contracted per-treatment fee that is individually negotiated with each hospital. When a hospital requests our services, we typically administer the dialysis treatment at the patient's bedside or in a dedicated treatment room in the hospital, as needed.

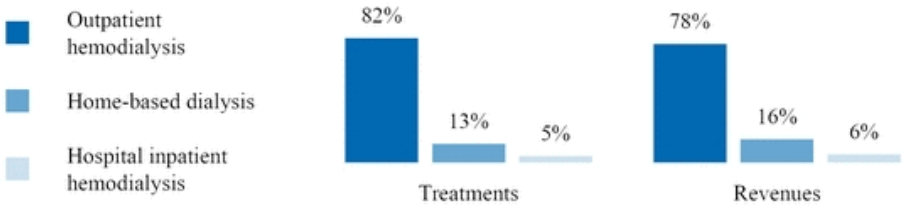
Home-based dialysis services

Home-based dialysis services includes home hemodialysis and peritoneal dialysis. Many of our outpatient dialysis centers offer certain support services for dialysis patients who prefer and are able to perform either home hemodialysis or peritoneal dialysis in their homes. Home-based hemodialysis support services consist of providing equipment and supplies, training, patient monitoring, on-call support services and follow-up assistance. Registered nurses train patients and their families or other caregivers to perform either home hemodialysis or peritoneal dialysis. The 2019 Executive Order and related HHS guidance described above also included a stated goal of increasing the relative number of new ESRD patients that receive dialysis at home as compared to those receiving dialysis in center or at a hospital.

According to the most recent 2019 annual data report from the USRDS, in 2017 approximately 12% of ESRD dialysis patients in the U.S. perform home-based dialysis.

The following graph summarizes our U.S. dialysis treatments by modality and U.S. dialysis patient services revenues by modality for the year ended December 31, 2019.

Treatments and revenues by modality:



Other

ESRD laboratory services

We operate one separately licensed and highly automated clinical laboratory which specializes in ESRD patient testing. This specialized laboratory provides routine laboratory tests for dialysis and other physician-prescribed laboratory tests for ESRD patients which are integral components of the overall dialysis services that we provide. Our laboratory provides these tests predominantly for our network of ESRD patients throughout the U.S. These tests are performed to monitor a patient's ESRD condition, including the adequacy of dialysis, as well as other medical conditions of the patient. Our laboratory utilizes information systems which provide information to certain members of the dialysis centers' staff and medical directors regarding critical outcome indicators.

Management services

We currently operate or provide management and administrative services pursuant to management and administrative services agreements to 44 outpatient dialysis centers located in the U.S. in which we either own a noncontrolling interest or which are wholly-owned by third parties. Management fees are established by contract and are recognized as earned typically based on a percentage of revenues or cash collections generated by the outpatient dialysis centers.

Sources of revenue—concentrations and risks

Our U.S. dialysis revenues represent approximately 92% of our consolidated revenues for the year ended December 31, 2019. Our U.S. dialysis revenues are derived primarily from our core business of providing dialysis services and related laboratory services and, to a lesser extent, the administration of pharmaceuticals and management fees generated from providing management and administrative services to certain outpatient dialysis centers, as discussed above.

The sources of our U.S. dialysis revenues are principally from government-based programs, including Medicare and Medicare-assigned plans and Medicaid and managed Medicaid plans and commercial insurance plans. Our largest source of revenue is from Medicare and Medicare-assigned plans which accounted for 59% of our overall U.S. dialysis patient services revenues for the year ended December 31, 2019. Other sources of our U.S. dialysis patient services revenues for the year ended December 31, 2019, were from commercial payors (including hospital dialysis services) accounting for 31% of revenues, Medicaid and Managed Medicaid plans accounting for 6% of our revenues and other government programs accounting for 4% of our revenues.

Medicare revenue

Government dialysis related payment rates in the U.S. are principally determined by federal Medicare and state Medicaid policy. For patients with Medicare coverage, all ESRD payments for dialysis treatments are made under a single bundled payment rate which provides a fixed payment rate to encompass all goods and services provided during the dialysis treatment that are related to the dialysis treatment, including certain pharmaceuticals, such as Epogen® (EPO), vitamin D analogs and iron supplements, irrespective of the level of pharmaceuticals administered to the patient or additional services performed except for calcimimetics, a drug class taken by many patients with ESRD to treat mineral bone disorder. As of

January 1, 2018, calcimimetics became part of the Medicare Part B ESRD payment, subject to a transitional drug add-on payment adjustment (TDAPA). Most lab services are also included in the bundled payment. Under the ESRD Prospective Payment System (PPS), the bundled payments to a dialysis facility may be reduced by as much as 2% based on the facility's performance in specified quality measures set annually by CMS through its Quality Incentive Program (QIP). CMS established QIP through the Medicare Improvements for Patients and Providers Act of 2008 to promote high quality services in outpatient dialysis facilities treating patients with ESRD. QIP associates a portion of Medicare reimbursement directly with a facility's performance on quality of care measures. Reductions in Medicare reimbursement result when a facility's overall score on applicable measures does not meet established standards. The bundled payment rate is also adjusted for certain patient characteristics, a geographic usage index and certain other factors.

Uncertainty about future payment rates remains a material risk to our business, as well as the potential implementation of or changes in coverage determinations or other rules or regulations by CMS or Medicare Administrative Contractors (MACs) that may impact reimbursement. An important provision in the Medicare ESRD statute is an annual adjustment, or market basket update, to the ESRD PPS base rate. Absent action by Congress, the ESRD PPS base rate is automatically updated annually by a formulaic inflation adjustment.

In November 2019, CMS issued a final rule to update the Medicare ESRD PPS payment rate and policies. Among other things, the final rule expands the transitional drug add-on payment to certain new renal dialysis drugs and biological products and amends the reporting measures in the ESRD QIP. CMS estimates the overall impact of the final rule will increase Medicare reimbursement to ESRD facilities by 1.7% in 2020.

As a result of the Budget Control Act of 2011 (BCA) and subsequent activity in Congress, a $1.2 trillion sequester (across-the-board spending cuts) in discretionary programs took effect in 2013 reducing Medicare payments by 2%, which was subsequently extended through fiscal year 2027. These across-the-board spending cuts have affected and will continue to adversely affect our business, results of operations, financial condition and cash flows. Although the Bipartisan Budget Act (BBA) of 2018 passed in February 2018 enacted a two-year federal spending agreement and raised the federal spending cap on non-defense spending for fiscal years 2018 and 2019, the Medicare program is frequently mentioned as a target for spending cuts.

ESRD patients receiving dialysis services become eligible for primary Medicare coverage at various times, depending on their age or disability status, as well as whether they are covered by a commercial insurance plan. Generally, for a patient not covered by a commercial insurance plan, Medicare becomes the primary payor for ESRD patients receiving dialysis services either immediately or after a three-month waiting period. For a patient covered by a commercial insurance plan, Medicare generally becomes the primary payor after 33 months, which includes the three-month waiting period, or earlier if the patient's commercial insurance plan coverage terminates. When Medicare becomes the primary payor, the payment rates we receive for that patient shift from the commercial insurance plan rates to Medicare payment rates, which are on average significantly lower than commercial insurance rates.

Medicare pays 80% of the amount set by the Medicare system for each covered dialysis treatment. The patient is responsible for the remaining 20%. In most cases, a secondary payor, such as Medicare supplemental insurance, a state Medicaid program or a commercial health plan, covers all or part of these balances. Some patients who do not qualify for Medicaid, but otherwise cannot afford secondary insurance in the form of a Medicare Supplement Plan, can apply for premium payment assistance from charitable organizations to obtain secondary coverage. If a patient does not have secondary insurance coverage, we are generally unsuccessful in our efforts to collect from the patient the remaining 20% portion of the ESRD composite rate that Medicare does not pay. However, we are able to recover some portion of this unpaid patient balance from Medicare through an established cost reporting process by identifying these Medicare bad debts on each center's Medicare cost report.

In recent years, federal legislative and executive action has been focused on developing new models of kidney care for Medicare beneficiaries. For example, CMMI is working with various healthcare providers to develop, refine and implement Accountable Care Organizations (ACOs) and other innovative models of care for Medicare and Medicaid beneficiaries, including ACOs, the Comprehensive ESRD Care (CEC) Model (which includes the development of ESRD Seamless Care Organizations (ESCOs)) and the Duals Demonstration. In addition, federal bipartisan legislation related to full capitation demonstration for ESRD was proposed in late 2017. Legislation, which has yet to secure introduction to the 116th Congress, would build on prior coordinated care models, such as the CEC Model, and would establish a demonstration program for the provision of integrated care to Medicare ESRD patients. More recently, the 2019 Executive Order directed CMS to create payment models to evaluate the effects of creating payment incentives for the greater use of home dialysis and kidney transplants for those already on dialysis. For additional detail on these and other developments in models of care, see the discussion below under the heading "*—New models of care and Medicare and Medicaid program reforms*."

Medicaid revenue

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

Commercial revenue

Before a patient becomes eligible to elect to have Medicare as their primary payor for dialysis services, a patient's commercial insurance plan, if any, is generally responsible for payment of such dialysis services for up to the first 33 months, as discussed above. Although commercial payment rates vary, average commercial payment rates established under commercial contracts are generally significantly higher than Medicare rates. The payments we receive from commercial payors generate nearly all of our profits and all of our nonacute dialysis profits come from commercial payors. Payment methods from commercial payors can include a single lump-sum per treatment, referred to as bundled rates, or in other cases separate payments for dialysis treatments and pharmaceuticals, if used as part of the treatment, referred to as FFS rates. Commercial payment rates are the result of negotiations between us and insurers or third-party administrators. Our out-of-network payment rates are on average higher than in-network commercial contract payment rates. Some of our commercial contracts pay us under a single bundled payment rate for all dialysis services provided to covered patients. However, some of our commercial contracts also pay us for certain other services and pharmaceuticals in addition to the bundled payment. Our commercial contracts typically contain annual price escalator provisions.

Approximately 25% of our U.S. dialysis patient services revenues and approximately 10% of our U.S. dialysis patients are associated with non-acute commercial payors for the year ended December 31, 2019. Non-acute commercial patients as a percentage of our total U.S. dialysis patients for 2019 were relatively flat compared to 2018. Less than 1% of our U.S. dialysis revenues are due directly from patients. There is no single commercial payor that accounted for more than 10% of total U.S. dialysis revenues for the year ended December 31, 2019. See Note 2 to the consolidated financial statements included in this report for disclosure on our concentration related to our commercial payors on a total consolidated revenue basis.

Both the number of our patients under commercial plans and the rates under these commercial plans are subject to change based on a number of factors. These factors include, among others, a highly competitive rate environment that shapes our ongoing negotiations with commercial payors; changes in commercial plan design; and the health of the U.S. economy. In addition, changes in state and federal legislation, regulations, rules, laws, guidance or other requirements may impact the availability and scope of commercial insurance, including, among others, developments that impact the healthcare exchanges introduced by the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010 (Affordable Care Act (ACA)) and commercial payor participation in that marketplace as well as developments that impact the availability of charitable premium assistance. For additional detail on the potential impact of these factors on our commercial revenue, see the risk factors in Item 1A Risk Factors under the headings "*Changes in federal and state healthcare legislation or regulations could have a material adverse effect on our business, results of operations, financial condition and cash flows*"; "*If the average rates that commercial payors pay us decline significantly or if patients in commercial plans are subject to restriction in plan designs, it would have a material adverse effect on our business, results of operations, financial condition and cash flows*"; and "*If the number of patients with higher-paying commercial insurance declines, it could have a material adverse effect on our business, results of operations, financial condition and cash flows.*"

Revenue from other pharmaceuticals

The impact of physician-prescribed pharmaceuticals on our overall revenues that are separately billable has significantly decreased since Medicare's single bundled payment system went into effect beginning in January 2011, and as a result of commercial contracts that pay us a single bundled payment rate.

Effective January 1, 2018, both oral and intravenous forms of calcimimetics, a drug class taken by many patients with ESRD to treat mineral bone disorder, became the financial responsibility of our U.S. dialysis business for our Medicare patients and are now reimbursed under Medicare Part B. Previously, calcimimetics were reimbursed for Medicare patients through Part D and dispensed through traditional pharmacies. Currently, the oral and intravenous forms of calcimimetics remain separately reimbursed and therefore are not part of the ESRD PPS bundled payment. During the initial pass-through period, Medicare payments for calcimimetics are based on a pass-through rate of the average sales price plus approximately 6% before sequestration (or 4% adjusted for sequestration), however, in 2020 they will be reimbursed at average sales price plus 0%, before sequestration. CMS has stated intentions to enter calcimimetics into the ESRD bundled payment as of January 1, 2021.

Physician relationships

Joint Venture Partners

We own and operate certain of our dialysis centers through entities that are structured as joint ventures. We generally hold controlling interests in these joint ventures, with certain nephrologists, hospitals, management services organizations, and/or other healthcare providers holding minority equity interests. These joint ventures are typically formed as limited liability companies. For the year ended December 31, 2019, revenues from joint ventures in which we have a controlling interest represented approximately 26% of our net U.S. dialysis revenues. We expect to continue to enter into new U.S. dialysis-related joint ventures in the ordinary course of business.

Community Physicians

An ESRD patient generally seeks treatment at an outpatient dialysis center near their home where their treating nephrologist has practice privileges. Our relationships with local nephrologists and our ability to provide quality dialysis services and to meet the needs of their patients are key factors in the success of our dialysis operations. Over 5,600 nephrologists currently refer patients to our outpatient dialysis centers.

Medical Directors

Participation in the Medicare ESRD program requires that dialysis services at an outpatient dialysis center be under the general supervision of a medical director. Per these requirements, this individual is usually a board certified nephrologist. We have engaged physicians or groups of physicians to serve as medical directors for each of our outpatient dialysis centers. At some outpatient dialysis centers, we also separately contract with one or more other physicians or groups to serve as assistant or associate medical directors over other modalities such as home dialysis. We have over 1,000 individual physicians and physician groups under contract to provide medical director services.

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

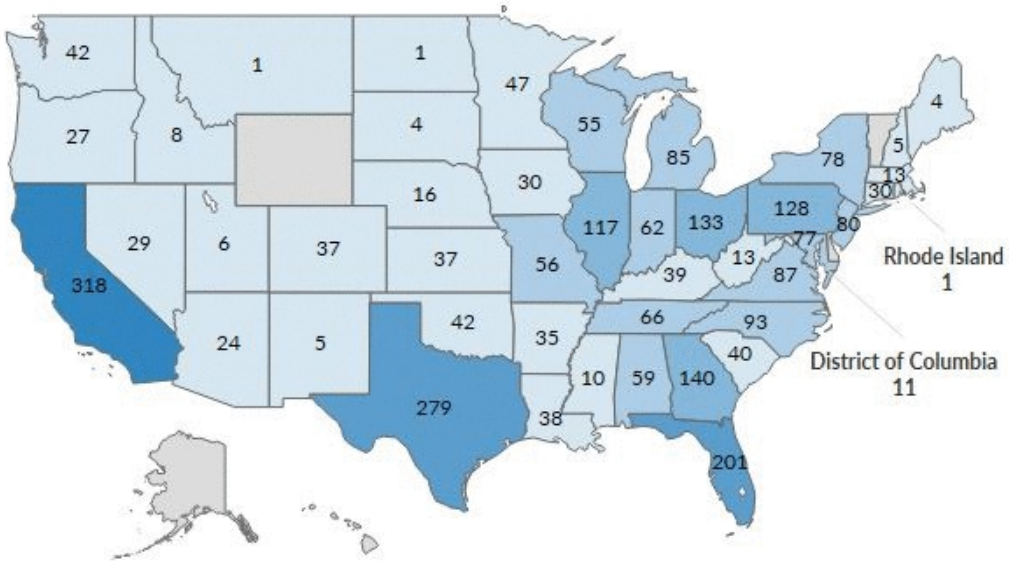
Our medical director contracts and joint venture operating agreements generally include covenants not to compete or own interests in other competing outpatient dialysis centers within a defined geographic area for various time periods, as applicable. These non-compete agreements do not restrict or limit the physicians from practicing medicine or prohibit the physicians from referring patients to any outpatient dialysis center, including competing centers.

As part of our Corporate Integrity Agreement, as described below, we agreed not to enforce investment non-compete restrictions relating to dialysis clinics or programs that were established pursuant to a partial divestiture joint venture transaction. Therefore, to the extent a joint venture partner or medical director has a contract(s) with us covering dialysis clinics or programs that were established pursuant to a partial divestiture, we will not enforce the investment non-compete provision relating to those clinics and/or programs.

Capacity and location of our U.S. dialysis centers

Typically we are able to increase our capacity by extending hours at our existing dialysis centers, expanding our existing dialysis centers, relocating our dialysis centers, developing new dialysis centers and by acquiring dialysis centers. The development of a typical outpatient dialysis center by us generally requires approximately $2.4 million for leasehold improvements and other capital expenditures. Based on our experience, a new outpatient dialysis center typically opens within a year after the property lease is signed, normally achieves operating profitability in the second year after Medicare certification and normally reaches maturity within three to five years. Acquiring an existing outpatient dialysis center requires a substantially greater initial investment, but profitability and cash flows are generally accelerated and more predictable. To a limited extent, we enter into agreements to provide management and administrative services to outpatient dialysis centers in which we own a noncontrolling interest or which are wholly-owned by third parties in return for management fees.

As of December 31, 2019, we operated or provided administrative services to a total of2,753 U.S. outpatient dialysis centers. A total of2,709 of such centers are consolidated in our financial statements. Of the remaining 44 non-consolidated U.S. outpatient dialysis centers, we own a noncontrolling interest in41 centers and provide management and administrative services to three centers that are wholly-owned by third parties. The locations of the2,709 U.S. outpatient dialysis centers consolidated in our financial statements at December 31, 2019, were as follows:



Ancillary services and strategic initiatives businesses, including our international operations

As of December 31, 2019, our ancillary services and strategic initiatives consisted primarily of disease management services, physician services, ESRD seamless care organizations, comprehensive care, vascular access services and clinical research programs, and our international operations and relate primarily to our core business of providing kidney care services.

Ancillary Services and Strategic Business Initiatives

Integrated Care and Chronic Kidney Care. We have made and continue to make investments in building our integrated care capabilities, including the operation of certain strategic business initiatives that are intended to integrate care amongst healthcare participants across the renal care continuum from chronic kidney disease (CKD) to ESRD to kidney transplant. Through improved technology and data sharing, as well as an increasing focus on value based contracting and care, these initiatives seek to bring together physicians, nurses, dieticians, pharmacists, hospitals, dialysis clinics, transplant centers and payors with a view towards improving clinical outcomes for our patients and reducing the overall cost of comprehensive kidney care.

- *Disease management services.* VillageHealth DM, LLC doing business as DaVita Integrated Kidney Care (DaVita IKC) provides advanced integrated care management services to health plans and government programs for members/beneficiaries diagnosed with ESRD, chronic kidney failure, and/or poly-comorbid conditions. Through a combination of clinical coordination, innovative interventions, medical claims analysis and information technology, we endeavor to assist our customers and patients in obtaining superior renal healthcare and improved clinical outcomes, as well as helping to reduce overall medical costs. Integrated kidney care management revenues from commercial and Medicare Advantage insurers can be based upon either an established contract fee recognized as earned over the contract period, or related to the operation of value-based programs, including pay for performance, shared savings, and capitation contracts. DaVita IKC also contracts with payors to operate Medicare Advantage ESRD Special Needs Plans to provide ESRD patients full service healthcare. We are at risk for all medical costs of the program in excess of the capitation payments. Furthermore, in October 2015, DaVita IKC entered into

management service agreements to support three ESCO joint ventures in which we are an investor through certain wholly- or majority-owned dialysis clinics.

- *Physician services.* Nephrology Practice Solutions (NPS) is an independent business that partners with physicians committed to providing outstanding clinical and integrated care to patients. NPS provides nephrologist recruitment and staffing services in select markets which are billed on a per search basis. NPS also offers physician practice management services to nephrologists under administrative services agreements. These services include physician practice management, billing and collections, credentialing, coding, and other support services that enable physician practices to increase efficiency and manage their administrative needs. Additionally, NPS owns and operates nephrology practices in multiple states. Fees generated from these services are recognized as earned typically based upon flat fees or cash collections generated by the physician practice.

- *ESRD Seamless Care Organization joint ventures (ESCO JVs).* In October 2015, certain of our dialysis clinics entered into partnerships with various nephrology practices, health systems, and other providers to establish three ESCO JVs in Phoenix-Tucson Arizona, South Florida, and Philadelphia Pennsylvania-Camden, New Jersey. The ESCO JVs were formed under the CMS Innovation Center's Comprehensive ESRD Care (CEC) Model, a demonstration to assess the impact of care coordination for ESRD patients in a dialysis-center oriented ACO setting. Each ESCO JV has a shared risk arrangement with CMS and the programs are evaluated on a performance year basis. The delivery of improved quality outcomes for patients and program savings depend on the contributions of the dialysis center teammates, nephrologists, health system and hospital partners, pharmacy providers, other primary care and specialty care providers and facilities, and integrated care management support from DaVita IKC, which is also the manager of the ESCO JVs. In 2019, CMS published the results for the 2017 performance year, and all three ESCO JVs earned shared savings payments. Results for 2018 and 2019 performance years are anticipated to be released in 2020.

- *Comprehensive care.* Vively Health (formerly known as DaVita Health Solutions) was created to provide comprehensive care through house calls and post-acute care programs to help chronically ill patients through use of community based, physician- and nurse practitioner-led care teams to deliver medical, behavioral, social and palliative care within the patient's home or skilled nursing facility.

Other Strategic Business Initiatives

- *Clinical research programs.* DaVita Clinical Research (DCR) is a provider-based specialty clinical research organization with a full spectrum of services for clinical drug research and device development. DCR uses its extensive, applied database and real-world healthcare experience to assist in the design, recruitment and completion of retrospective and prospective pragmatic and clinical trials. Revenues are based upon an established fee per study, as determined by contract with drug companies and other sponsors and are recognized as earned according to the contract terms.

- *Vascular access services.* Lifeline provides management and administrative services to physician-owned vascular access clinics that provide vascular services for dialysis and other patients. Lifeline is also the majority-owner of three vascular access clinics. Management fees generated from providing management and administrative services are recognized as earned typically based on a percentage of revenues or cash collections generated by the clinics. Revenues associated with the vascular access clinics that are majority-owned are recognized in the period when the services are provided.

During 2018, we transitioned the customer service and fulfillment functions of our pharmacy business, DaVita Rx, to third parties and ceased our related distribution operations. DaVita Rx was a pharmacy that specialized in providing oral medications and medication management services to patients with ESRD. In addition, effective June 1, 2018, we sold 100% of the stock of Paladina Health, our direct primary care business. For additional discussion of our ancillary services and strategic initiatives businesses, see Item 7 Management's Discussion and Analysis of Financial Condition and Results of Operations.

International dialysis operations

As of December 31, 2019, we operated or provided administrative services to a total of259 outpatient dialysis centers, which includes consolidated and nonconsolidated centers located in ten countries outside of the U.S., serving approximately 28,700 patients. Our international dialysis operations have continued to grow steadily and expand as a result of acquiring and developing outpatient dialysis centers in various strategic markets. Our international operations are included as part of our ancillary services and strategic initiatives.

The locations of our international outpatient dialysis centers are as follows:

Germany	59
Poland	50
Brazil	46
Malaysia[(1)]	39
Saudi Arabia	23
Colombia	22
Portugal	9
Taiwan[(1)]	7
China[(1)]	2
Singapore[(1)]	2
	259

(1) Includes centers that are operated or managed by our Asia Pacific Joint Venture (APAC JV).

Corporate Administrative Support

Corporate administrative support consists primarily of labor, benefits and long-term incentive compensation costs for departments which provide support to all of our different operating lines of business. These expenses are included in our consolidated general and administrative expenses and are partially offset by the allocation of management fees.

Government regulation

We operate in a complex regulatory environment and are subject to an extensive and evolving set of federal, state and local government laws, regulations and requirements. These laws and regulations require us to meet various standards relating to, among other things, government payment programs, dialysis facilities and equipment, management of centers, personnel qualifications, maintenance of proper records, and quality assurance programs and patient care. Additional discussion on certain of these laws, regulations and requirements is set forth below in this section.

If any of our personnel, representatives or operations are found to violate applicable laws, regulations or other requirements, we could suffer severe consequences that would have a material adverse effect on our business, results of operations, financial condition, cash flows, reputation and stock price, including, among others:

- Loss of required certifications, suspension or exclusion from, or termination of our participation in government payment programs;
- Refunds of amounts received in violation of law or applicable payment program requirements dating back to the applicable statute of limitation periods;
- Loss of licenses required to operate healthcare facilities or administer pharmaceuticals in the states in which we operate;
- Reductions in payment rates or coverage for dialysis and ancillary services and pharmaceuticals;
- Criminal or civil liability, fines, damages or monetary penalties, which could be material;
- Enforcement actions, investigations, or audits by governmental agencies and/or state law claims for monetary damages by patients who believe their protected health information (PHI) has been used, disclosed or not properly safeguarded in violation of federal or state patient privacy laws, including, among others, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy Act of 1974;
- Mandated changes to our practices or procedures that significantly increase operating expenses or that could subject us to ongoing audits and reporting requirements as well as increased scrutiny of our billing and business practices, any of which could lead to potential fines, among other things;
- Termination of various relationships and/or contracts related to our business, such as joint venture arrangements, medical director agreements, real estate leases and consulting agreements with physicians; and

- Harm to our reputation which could negatively impact our business relationships and stock price, affect our ability to attract and retain patients, physicians and teammates, affect our ability to obtain financing and decrease access to new business opportunities, among other things.

We expect that our industry will continue to be subject to extensive and complex regulation, the scope and effect of which are difficult to predict. We are currently subject to various legal proceedings, such as lawsuits, investigations, audits and inquiries by various government and regulatory agencies, all as further described in Note 16 to the consolidated financial statements. Our operations and activities could be reviewed or challenged by regulatory authorities at any time in the future. For additional detail on risks related to each of the foregoing, see the discussion in Item 1A. Risk Factors under the headings, "*If we fail to adhere to all of the complex government laws, regulations and requirements that apply to our business, we could suffer severe consequences that could have a material adverse effect on our business, results of operations, financial condition and cash flows, and could materially harm our reputation and stock price.*"; "*Changes in federal and state healthcare legislation or regulations could have a material adverse effect on our business, results of operations, financial condition and cash flows*"; and "*We are, and may in the future be, a party to various lawsuits, demands, claims, qui tam suits, governmental investigations and audits (including, without limitation, investigations or other actions resulting from our obligation to self-report suspected violations of law) and other legal matters, any of which could result in, among other things, substantial financial penalties or awards against us, mandated refunds, substantial payments made by us, required changes to our business practices, exclusion from future participation in Medicare, Medicaid and other healthcare programs and possible criminal penalties, any of which could have a material adverse effect on our business, results of operations, financial condition, cash flows, reputation and stock price.*"

Licensure and certification

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

We have experienced some delays in obtaining Medicare certifications from CMS, though recent changes by CMS in the prioritizing of dialysis providers as well as legislation allowing private entities to perform initial dialysis facilities certifications has helped to decrease or limit certain delays.

In addition, in November 2019, CMS finalized a Provider Enrollment Rule creating new onerous disclosure obligations for all providers enrolled in Medicare, Medicaid and the Children's Health Insurance Plan (CHIP). The final rule imposes a stronger revocation authority and increases the bar for re-enrollment for providers who submit incomplete or inaccurate information or who have affiliations with other providers that CMS has determined pose undue risk of fraud, waste or abuse. If we fail to comply with these and other applicable requirements on our licensure and certification programs, particularly in light of increased penalties that include a 10-year ban to re-enrollment, under certain circumstances it could have a material adverse impact on our business, results of operations, financial condition, cash flows and reputation.

Federal Anti-Kickback Statute

The federal Anti-Kickback Statute prohibits, among other things, knowingly and willfully offering, paying, soliciting or receiving remuneration, directly or indirectly, in cash or kind, to induce or reward either the referral of an individual for, or the purchase, or order or recommendation of, any good or service, for which payment may be made under federal and state healthcare programs such as Medicare and Medicaid.

Federal criminal penalties for the violation of the federal Anti-Kickback Statute include imprisonment, fines and exclusion of the provider from future participation in the federal healthcare programs, including Medicare and Medicaid. Violations of the federal Anti-Kickback Statute are punishable by imprisonment for up to ten years and fines of up to $100,000 or both. Larger fines can be imposed upon corporations under the provisions of the U.S. Sentencing Guidelines and the Alternate Fines Statute. Individuals and entities convicted of violating the federal Anti-Kickback Statute are subject to mandatory exclusion from participation in Medicare, Medicaid and other federal healthcare programs for a minimum of five years. Civil penalties for violation of this law include up to $100,000 in monetary penalties per violation, repayments of up to three times the total payments between the parties to the arrangement and suspension from future participation in Medicare and Medicaid. Court decisions have held that the statute may be violated even if only one purpose of remuneration is to induce referrals. The ACA amended the federal Anti-Kickback Statute to clarify the intent that is required to prove a violation. Under the statute as amended, the defendant may not need to have actual knowledge of the federal Anti-Kickback Statute or have the specific intent to violate it. In addition, the ACA amended the federal Anti-Kickback Statute to provide that any claims for

items or services resulting from a violation of the federal Anti-Kickback Statute are considered false or fraudulent for purposes of the False Claims Act (FCA).

The federal Anti-Kickback Statute includes statutory exceptions and regulatory safe harbors that protect certain arrangements. Business transactions and arrangements that are structured to comply fully with an applicable safe harbor do not violate the federal Anti-Kickback Statute. Transactions and arrangements that do not satisfy all elements of a relevant safe harbor do not necessarily violate the law. When an arrangement does not satisfy a safe harbor, the arrangement must be evaluated on a case-by-case basis in light of the parties' intent and the arrangement's potential for abuse. Arrangements that do not satisfy a safe harbor may be subject to greater scrutiny by enforcement agencies.

DaVita and its subsidiaries enter into several arrangements with physicians and other potential referral sources, that potentially implicate the Anti-Kickback Statute, such as:

Medical Director Agreements. Because our medical directors may refer patients to our dialysis centers, our arrangements with these physicians are designed to substantially comply with the safe harbor for personal service arrangements. Although we endeavor to structure the Medical Director Agreements we enter into with physicians to substantially comply with the safe harbor for personal service arrangements, including the requirement that compensation be consistent with fair market value, the safe harbor requires that when services are provided on a part-time basis, the agreement must specify the schedule of intervals of services, and their precise length and the exact charge for such services. Because of the nature of our medical directors' duties, it is impossible to fully satisfy this technical element of the safe harbor. As a result, these arrangements could be subject to scrutiny since they do not expressly describe the schedule of part-time services to be provided under the arrangement.

Joint Ventures. As noted above, we own a controlling interest in numerous U.S. dialysis related joint ventures. Our internal policies, procedures, and template agreements were developed and are utilized for compliance with the Anti-Kickback Statute. However, we recognize that at times these joint ventures do not fully satisfy all of the requirements of the safe harbor for investments in small entities. Although failure to comply with a safe harbor does not render an arrangement illegal under the federal Anti-Kickback Statute, an arrangement that does not operate within a safe harbor may be subject to scrutiny by both federal and state government enforcement agencies including the Department of Health and Human Services' Office of Inspector General (OIG) and the Department of Justice (DOJ). Joint ventures that fall outside the safe harbors are evaluated on a case-by-case basis under the federal Anti-Kickback Statute.

Lease Arrangements. We lease space from entities in which physicians, hospitals or medical groups hold ownership interests, and we sublease space to referring physicians. We endeavor to structure these arrangements to comply with the federal Anti-Kickback Statute safe harbor for space rentals in all material respects.

Consulting Agreements. From time to time, we enter into consulting agreements with physicians. Engaged physicians provide services including providing input on processes, services and protocols as well as providing education on assorted topics. We endeavor to structure these arrangements to comply with the federal Anti-Kickback Statute safe harbor for personal services in all material respects.

Employment Agreements. Our subsidiary Nephrology Practice Solutions employs physicians to provide administrative and clinical services. We endeavor to structure these arrangements to comply with the federal Anti-Kickback Statute safe harbor for employment in all material respects.

Common Stock. Some referring physicians may own our common stock. We believe that these interests materially satisfy the requirements of the Anti-Kickback Statute safe harbor for investments in large publicly traded companies.

Discounts. Our dialysis centers and subsidiaries sometimes acquire certain items and services at a discount that may be reimbursed by a federal healthcare program. We endeavor to structure our vendor contracts that include discount or rebate provisions to comply with the federal Anti-Kickback Statute safe harbor for discounts.

If any of our business transactions or arrangements, including those described above, were found to violate the federal Anti-Kickback Statute, we, among other things, could face criminal, civil or administrative sanctions, including possible exclusion from participation in Medicare, Medicaid and other state and federal healthcare programs. Any findings that we have violated these laws could have a material adverse impact on our business, results of operations, financial condition, cash flows, reputation and stock price.

As part of the Department of Health and Human Services (HHS) Regulatory Sprint to Coordinated Care (Regulatory Sprint), in October 2019, OIG issued proposed modifications to certain of its Anti-Kickback and Civil Monetary Penalties regulations. OIG has not issued final rules at this time so the impact on future modifications is unknown, but we will continue to monitor to assess the anticipated impact on our business, results of operations and financial condition.

Stark Law

The Stark Law prohibits a physician who has a financial relationship, or who has an immediate family member who has a financial relationship, with entities providing Designated Health Services (DHS), from referring Medicare and Medicaid patients to such entities for the furnishing of DHS, unless an exception applies. DHS is defined to mean any of the following enumerated items or services; clinical laboratory services; physical therapy services; occupational therapy services; radiology services, including magnetic resonance imaging, computerized axial tomography scans, and ultrasound services; radiation therapy services and supplies; durable medical equipment and supplies; parenteral and enteral nutrients, equipment, and supplies; prosthetics, orthotics and prosthetic devices and supplies; home health services; outpatient prescription drugs; inpatient and outpatient hospital services; and outpatient speech-language pathology services. The types of financial arrangements between a physician and a DHS entity that trigger the self-referral prohibitions of the Stark Law are broad and include direct and indirect ownership and investment interests and compensation arrangements. The Stark Law also prohibits the DHS entity receiving a prohibited referral from presenting, or causing to be presented, a claim or billing for the services arising out of the prohibited referral. The prohibition applies regardless of the reasons for the financial relationship and the referral; unlike the federal Anti-Kickback Statute, intent to induce referrals is not required. If the Stark Law is implicated, the financial relationship must fully satisfy a Stark Law exception. If an exception is not satisfied, then the parties to the arrangement could be subject to sanctions. Sanctions for violation of the Stark Law include denial of payment for claims for services provided in violation of the prohibition, refunds of amounts collected in violation of the prohibition, a civil penalty of up to $15,000 for each service arising out of the prohibited referral, a civil penalty of up to $100,000 against parties that enter into a scheme to circumvent the Stark Law prohibition, civil assessment of up to three times the amount claimed, and potential exclusion from the federal healthcare programs, including Medicare and Medicaid. Amounts collected for prohibited claims must be reported and refunded generally within 60 days after the date on which the overpayment was identified. Furthermore, Stark Law violations and failure to return overpayments timely can form the basis for FCA liability as discussed below.

The definition of DHS under the Stark Law excludes services paid under a composite rate, even if some of the components bundled in the composite rate are DHS. Although the ESRD bundled payment system is no longer titled a composite rate, we believe that the former composite rate payment system and the current bundled system are both composite systems excluded from the Stark Law. Since most services furnished to Medicare beneficiaries provided in our dialysis centers are reimbursed through a bundled rate, the services performed in our facilities generally are not DHS, and the Stark Law referral prohibition does not apply to those services. Certain separately billable drugs (drugs furnished to an ESRD patient that are not for the treatment of ESRD that CMS allows our centers to bill for using the so-called AY modifier) may be considered DHS. However, we have implemented certain billing controls designed to limit DHS being billed out of our dialysis clinics. Likewise, the definition of inpatient hospital services, for purposes of the Stark Law, also excludes inpatient dialysis performed in hospitals that are not certified to provide ESRD services. Consequently, our arrangements with such hospitals for the provision of dialysis services to hospital inpatients do not trigger the Stark Law referral prohibition.

In addition, although prescription drugs are DHS, there is an exception in the Stark Law for calcimimetics, EPO and other specifically enumerated dialysis drugs when furnished in or by an ESRD facility such that the arrangement for the furnishing of the drugs does not violate the Stark Law.

We have entered into several types of financial relationships with referring physicians, including compensation arrangements. If our dialysis centers were to bill for a non-exempted drug and the financial relationships with the referring physician did not satisfy an exception, we could be required to change our practices, face civil penalties, pay substantial fines, return certain payments received from Medicare and beneficiaries or otherwise experience a material adverse effect as a result of a challenge to payments made pursuant to referrals from these physicians under the Stark Law. Additionally, certain of our subsidiaries, were they to bill DHS, would implicate the Stark Law. As such we endeavor to structure arrangements with relevant physicians to fit within the existing exceptions to the Stark Law. If we were to fail to satisfy an applicable exception, we could similarly be required to change practices, face penalties and fines, return certain payments or otherwise face adverse consequences.

Medical Director Agreements. We endeavor to structure our medical director agreements to satisfy the personal services arrangement exception to the Stark Law. While we believe that the compensation provisions included in our medical director agreements are the result of arm's length negotiations and result in fair market value payments for medical director services, an enforcement agency could nevertheless challenge the level of compensation that we pay our medical directors.

Lease Agreements. We lease space from entities in which referring physicians hold interests and we sublease space to referring physicians at some of our dialysis centers. The Stark Law provides an exception for lease arrangements if specific requirements are met. We endeavor to structure our leases and subleases with referring physicians to satisfy the requirements for this exception.

Consulting Agreements. From time to time, we enter into consulting agreements with physicians. Engaged physicians provide services including providing input on processes, services and protocols as well as providing education on assorted topics. We endeavor to structure these arrangements to comply with the Stark Law exception for personal services.

Employment Agreements. We employ physicians to provide administrative and clinical services. We endeavor to structure these arrangements to comply with the relevant Stark Law exceptions.

Common Stock. Some referring physicians may own our common stock. We believe that these interests satisfy the Stark Law exception for investments in large publicly traded companies.

Joint Ventures. Some of our referring physicians also own equity interests in entities that operate our dialysis centers and subsidiaries. We believe that none of the Stark Law exceptions applicable to physician ownership interests in entities to which they make DHS referrals apply to the kinds of ownership arrangements that referring physicians hold in several of our subsidiaries that operate dialysis centers. Accordingly, these dialysis centers do not bill Medicare for DHS referrals from physician owners. If the dialysis centers bill for DHS referred by physician owners, the dialysis centers or subsidiaries would be subject to the Stark Law penalties described above.

Ancillary Services. The operations of our ancillary and subsidiary businesses are also subject to compliance with the Stark Law, and any failure to comply with these requirements, particularly in light of the strict liability nature of the Stark Law, could subject these operations to the Stark Law penalties and sanctions described above.

If CMS or other regulatory or enforcement authorities determined that we have submitted claims in violation of the Stark Law, or otherwise violated the Stark Law, we would be subject to the penalties described above. In addition, it might be necessary to restructure existing compensation agreements with our medical directors and to repurchase or to request the sale of ownership interests in subsidiaries and partnerships held by referring physicians or, alternatively, to refuse to accept referrals for DHS from these physicians, or take other actions to modify our operations. Any such penalties and restructuring or other required actions could have a material adverse effect on our business, results of operations, financial condition, cash flows, stock price and reputation.

Fraud and abuse under state law

Some states in which we operate dialysis centers have laws prohibiting physicians from holding financial interests in various types of medical facilities to which they refer patients. Some of these laws could potentially be interpreted broadly as prohibiting physicians who hold shares of our publicly traded stock or are physician owners from referring patients to our dialysis centers if the centers use our laboratory subsidiary to perform laboratory services for their patients or do not otherwise satisfy an exception to the law. States also have laws similar to or stricter than the federal Anti-Kickback Statute that may affect our ability to receive referrals from physicians with whom we have financial relationships, such as our medical directors. Some state anti-kickback laws also include civil and criminal penalties. Some of these laws include exemptions that may be applicable to our medical directors and other physician relationships or for financial interests limited to shares of publicly traded stock. Some, however, may include no explicit exemption for certain types of agreements and/or relationships entered into with physicians. If these laws are interpreted to apply to referring physicians with whom we contract for medical director and similar services, to referring physicians with whom we hold joint ownership interests or to referring physicians who hold interests in DaVita Inc. limited solely to our publicly traded stock, and for which no applicable exception exists, we may be required to terminate or restructure our relationships with or refuse referrals from these referring physicians and could be subject to criminal, civil and administrative sanctions, refund requirements and exclusions from government healthcare programs, including Medicare and Medicaid, which could have a material adverse effect on our business, results of operations, financial condition, cash flows, reputation and stock price.

Corporate Practice of Medicine and Fee-Splitting

There are states in which we operate that have laws that prohibit business entities, such as our Company and our subsidiaries, from practicing medicine, employing physicians to practice medicine or exercising control over medical decisions by physicians (known collectively as the corporate practice of medicine). These states also prohibit entities from engaging in certain financial arrangements, such as fee-splitting, with physicians. In some states these prohibitions are expressly stated in a statute or regulation, while in other states the prohibition is a matter of judicial or regulatory interpretation. Violations of the corporate practice of medicine vary by state and may result in physicians being subject to disciplinary action, as well as to forfeiture of revenues from payors for services rendered. For lay entities, violations may also bring both civil and, in more extreme cases, criminal liability for engaging in medical practice without a license. Some of the relevant laws, regulations, and agency interpretations in states with corporate practice of medicine restrictions have been subject to limited judicial and regulatory interpretation. Moreover, state laws are subject to change.

False Claims Act

The federal FCA is a means of policing false bills or false requests for payment in the healthcare delivery system. In part, the FCA authorizes the imposition of up to three times the government's damages and civil penalties on any person who, among other acts:

- Knowingly presents or causes to be presented to the federal government, a false or fraudulent claim for payment or approval;
- Knowingly makes, uses or causes to be made or used, a false record or statement material to a false or fraudulent claim;
- Knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay the government, or knowingly conceals or knowingly and improperly, avoids or decreases an obligation to pay or transmit money or property to the federal government; or
- Conspires to commit the above acts.

In addition, amendments to the FCA impose severe penalties for the knowing and improper retention of overpayments collected from government payors. Under these provisions, within 60 days of identifying and quantifying an overpayment, a provider is required to follow certain notification and repayment processes. An overpayment impermissibly retained could subject us to liability under the FCA, exclusion from government healthcare programs, and penalties under the federal Civil Monetary Penalty statute. As a result of these provisions, our procedures for identifying and processing overpayments may be subject to greater scrutiny.

On February 1, 2019, the DOJ issued a final rule announcing penalties for a violation of the FCA range from $11,463 to $22,927 for each false claim, plus up to three times the amount of damages caused by each false claim, which can be as much as the amounts received directly or indirectly from the government for each such false claim. The federal government has used the FCA to prosecute a wide variety of alleged false claims and fraud allegedly perpetrated against Medicare and state healthcare programs, including coding errors, billing for services not rendered, the submission of false cost reports, billing for services at a higher payment rate than appropriate, billing under a comprehensive code as well as under one or more component codes included in the comprehensive code and billing for care that is not considered medically necessary. The ACA provides that claims tainted by a violation of the federal Anti-Kickback Statute are false for purposes of the FCA. Some courts have held that filing claims or failing to refund amounts collected in violation of the Stark Law can form the basis for liability under the FCA. In addition to the provisions of the FCA, which provide for civil enforcement, the federal government can use several criminal statutes to prosecute persons who are alleged to have submitted false or fraudulent claims for payment to the federal government.

Civil Monetary Penalties Statute

The Civil Monetary Penalties Statute, 42 U.S.C. § 1320a-7a, authorizes the imposition of civil money penalties, assessments, and exclusion against an individual or entity based on a variety of prohibited conduct, including, but not limited to:

- Presenting, or causing to be presented, claims for payment to Medicare, Medicaid, or other third-party payors that the individual or entity knows or should know are for an item or service that was not provided as claimed or is false or fraudulent;
- Offering remuneration to a Federal healthcare program beneficiary that the individual or entity knows or should know is likely to influence the beneficiary to order or receive healthcare items or services form a particular provider;
- Arranging contracts with an entity or individual excluded from participation in the Federal healthcare programs;
- Violating the federal Anti-Kickback Statute;
- Making, using, or causing to be made or used, a false record or statement material to a false or fraudulent claim for payment for items and services furnished under a Federal healthcare program;
- Making, using, or causing to be made any false statement, omission, or misrepresentation of a material fact in any application, bid, or contract to participate or enroll as a provider of services or a supplier under a Federal healthcare program; and
- Failing to report and return an overpayment owed to the federal government.

Substantial civil monetary penalties may be imposed under the federal Civil Monetary Penalty Statute and vary, depending on the underlying violation. In addition, an assessment of not more than three times the total amount claimed for each item or service may also apply, and a violator may be subject to exclusion from Federal and state healthcare programs.

Foreign Corrupt Practices Act

We are subject to regulations imposed by the Foreign Corrupt Practices Act (FCPA) in the United States and similar laws in other countries, which generally prohibit companies and those acting on their behalf from making improper payments to foreign government officials for the purpose of obtaining or retaining business. A violation of specific laws and regulations by us and/or our agents or representatives could result in, among other things, the imposition of fines and penalties on us, changes to our business practices, the termination of our contracts or debarment from bidding on contracts, or harm to our reputation, any of which could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Privacy and Security

The Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations, as amended by the federal Health Information Technology for Economic and Clinical Health Act (HITECH Act), (collectively referred to as HIPAA), require us to provide certain protections to patients and their health information. The HIPAA privacy and security regulations extensively regulate the use and disclosure of PHI and require covered entities, which include healthcare providers, to implement and maintain administrative, physical and technical safeguards to protect the security of such information. Additional security requirements apply to electronic PHI. These regulations also provide patients with substantive rights with respect to their health information.

The HIPAA privacy and security regulations also require us to enter into written agreements with certain contractors, known as business associates, to whom we disclose PHI. Covered entities may be subject to penalties for, among other activities, failing to enter into a business associate agreement where required by law or as a result of a business associate violating HIPAA if the business associate is found to be an agent of the covered entity and acting within the scope of the agency. Business associates are also directly subject to liability under the HIPAA privacy and security regulations. In instances where we act as a business associate to a covered entity, there is the potential for additional liability beyond our status as a covered entity.

Covered entities must report breaches of unsecured PHI to affected individuals without unreasonable delay but not to exceed 60 days of discovery of the breach by a covered entity or its agents. Notification must also be made to the HHS, and, for breaches of unsecured PHI involving more than 500 residents of a state or jurisdiction, to the media. All non-permitted uses or disclosures of unsecured PHI are presumed to be breaches unless the covered entity or business associate establishes that there is a low probability the information has been compromised. Various state laws and regulations may also require us to notify affected individuals in the event of a data breach involving individually identifiable information without regard to whether there is a low probability of the information being compromised.

Penalties for impermissible use or disclosure of PHI were increased by the HITECH Act by imposing tiered penalties of more than $50,000 per violation and up to $1.5 million per year for identical violations. In addition, HIPAA provides for criminal penalties of up to $250,000 and ten years in prison, with the severest penalties for obtaining and disclosing PHI with the intent to sell, transfer or use such information for commercial advantage, personal gain or malicious harm. Further, state attorneys general may bring civil actions seeking either injunction or damages in response to violations of the HIPAA privacy and security regulations that threaten the privacy of state residents.

In addition to the protection of PHI, healthcare companies must meet privacy and security requirements applicable to other categories of personal information. Companies may process consumer information in conjunction with website and corporate operations. They may also handle employee information, including Social Security Numbers, payroll information, and other categories of sensitive information, to further their employment practices. In processing this additional information, companies must comply with the privacy and security requirements of consumer protection laws, labor and employment laws, and its publicly-available notices.

Data protection laws are evolving globally, and may add additional compliance costs and legal risks to our international operations. In Europe, the General Data Protection Regulation (GDPR) became effective on May 25, 2018. The GDPR applies to entities that are established in the European Union (EU), as well as extends the scope of EU data protection laws to foreign companies processing data of individuals in the EU. The GDPR imposes a comprehensive data protection regime with the potential for regulatory fines as well as data breach litigation by impacted data subjects. Under GDPR, regulatory penalties may be passed by data protection authorities for up to the greater of 4% of worldwide turnover or €20 million. The costs of compliance with, and other burdens imposed by, the GDPR and other new laws, regulations and policies implementing the

GDPR may impact our European operations and/or limit the ways in which we can provide services or use personal data collected while providing services. If we fail to comply with the requirements of GDPR, we could be subject to penalties that would have a material adverse impact on our business, results of operations, financial condition and cash flows.

Data protection laws are also evolving nationally, and may add additional compliance costs and legal risks to our U.S. operations. For example, the California legislature recently passed the California Consumer Protection Act (CCPA), which became effective January 1, 2020. The CCPA is a privacy law that requires certain companies doing business in California to enhance privacy disclosures regarding the collection, use and sharing of a consumer's personal data. The CCPA grants consumers additional privacy rights that are broader than current Federal privacy rights. The CCPA also permits the imposition of civil penalties, grants enforcement authority to the state Attorney General and provides a private right of action for consumers where certain personal information is breached due to unreasonable information security practices. Several other states, including Nevada and Maine, have passed data protection laws similar to CCPA. These laws would impose organizational requirements and grant individual rights that are comparable to those established in the CCPA, and other states may pass similar legislation in the future.

In addition to the breach reporting requirements under HIPAA, companies are subject to state breach notification laws. Each state enforces a law requiring companies to provide notice of a breach of certain categories of sensitive personal information, e.g. Social Security Number, financial account information, or username and password. A company impacted by a breach must notify affected individuals, attorney’s general or other agencies within a certain time frame. If a company does not provide timely notice with the required content, it may be subject to civil penalties brought by attorney’s generals or affected individuals.

Companies must also safeguard personal information in accordance with federal and state data security laws and requirements. These requirements are akin to the HIPAA requirements to safeguard PHI, described above. The Federal Trade Commission, for example, requires companies to implement reasonable data security measures relative to its operations and the volume and complexity of the information it processes. Also, various state data security laws require companies to safeguard data with technical security controls and underlying policies and processes. Due to the constant changes in the data security space, companies must continuously review and update data security practices to mitigate any potential operational or legal liabilities stemming from data security risks.

Healthcare reform

In March 2010, broad healthcare reform legislation was enacted in the U.S. through the ACA, but the ACA’s regulatory framework and other related healthcare reforms continue to evolve as a result of executive, legislative, regulatory and administrative developments and judicial proceedings. As such, there remains considerable uncertainty surrounding the continued implementation of the ACA and what similar healthcare reform measures or other changes might be enacted at the federal and/or state level. While legislative attempts to completely repeal the ACA have been unsuccessful to date, there have been multiple attempts to repeal or amend the ACA through legislative action and legal challenges. As a result, any specific changes to the ACA and related regulatory framework, as well as the timing of any such changes, are not possible to predict. Nevertheless, previously enacted reforms and future changes could have a material adverse effect on our business, results of operations, financial condition and cash flows. For example, the ACA's health insurance exchanges, which provide a marketplace for eligible individuals and small employers to purchase health insurance, initially increased the accessibility and availability of commercial insurance. However, certain legislative developments, such as the repeal of the individual mandate under the Tax Cuts and Jobs Act of 2017, have adversely impacted the risk pool in certain exchange markets, and the nature and extent of commercial payor participation in the exchanges has fluctuated as a result. Other proposed legislative developments or administrative decisions, such as moving to a universal health insurance or “single payor” system whereby health insurance is provided to all Americans by the government under government programs, or lowering or eliminating the cost-sharing reduction subsidies under the ACA, could impact the percentage of our patients with higher-paying commercial health insurance, impact the scope of coverage under commercial health plans and increase our expenses, among other things.

The ACA also requires that all non-grandfathered individual and small group health plans sold in a state, including plans sold through the state-based exchanges created pursuant to the healthcare reform laws, cover essential health benefits (EHBs) in ten general categories. The scope of the benefits is intended to equal the scope of benefits under a typical employer plan.

On February 25, 2013, HHS issued the final rule governing the standards applicable to EHB benchmark plans, including new definitions and actuarial value requirements and methodology, and published a list of plan benchmark options that states can use to develop EHBs. The rule describes specific coverage requirements that (i) prohibit discrimination against individuals because of pre-existing or chronic conditions, (ii) ensure network adequacy of essential health providers, and (iii) prohibit benefit designs that limit enrollment and that prohibit access to care for enrollees. Subsequent regulations relevant to the EHB have continued the benchmark plan approach for 2016 and future years and have implemented clarifications and modifications

to the existing EHB regulations, including the prohibition on discrimination, network adequacy standards and other requirements. In recent years, CMS has issued an annual Notice of Benefit and Payment Parameters rulemaking and related guidance setting forth standards for insurance plans provided through the exchanges.

Other aspects of the ACA may affect our business as well, including provisions that impact the Medicare and Medicaid programs. For example, the ACA broadened the potential for penalties under the FCA for the knowing and improper retention of overpayments collected from government payors and reduced the timeline to file Medicare claims. Nevertheless, as an example of how the healthcare regulatory environment continues to change in the wake of ACA, in February 2018 Congress passed the BBA, which included a provision that repealed an Independent Payment Advisory Board initially established by the ACA. While certain provisions of the BBA may increase the scope of benefits available for certain chronically ill federal healthcare program beneficiaries beginning in 2020, the ultimate impact of such changes cannot be predicted.

New models of care and Medicare and Medicaid program reforms

CMMI is working with various healthcare providers to develop, refine and implement ACOs and other innovative models of care for Medicare and Medicaid beneficiaries. We are uncertain of the extent to which the long-term operation and evolution of these models of care, including ACOs, the CEC Model (which includes the development of ESCOs), the Duals Demonstration, or other models, will impact the healthcare market over time. We may choose to participate in one or several of these models either as a partner with other providers or independently. We are currently participating in the CEC Model with CMMI, including with organizations in Arizona, Florida, and adjacent markets in New Jersey and Pennsylvania. We may choose to participate in additional models either as a partner with other providers or independently. Even in areas where we are not directly participating in these or other CMMI models, some of our patients may be assigned to an ACO, another ESRD Care Model, or another program, in which case the quality and cost of care that we furnish will be included in an ACO's, another ESRD Care Model's, or other program's calculations.

In addition, as noted above, federal bipartisan legislation related to full capitation demonstration for ESRD was proposed in late 2017. Legislation, which has yet to secure introduction to the 116th Congress, would build on prior coordinated care models, such as the CEC Model, and would establish a demonstration program for the provision of integrated care to Medicare ESRD patients. We have made and continue to make investments in building our integrated care capabilities, but there can be no assurances that initiatives such as this or similar legislation will be introduced or passed into law. If such legislation is passed, there can be no assurances that we will be able to successfully execute on the required strategic initiatives that would allow us to provide a competitive and successful integrated care program on the broader scale contemplated by this legislation, and in the desired time frame. Additionally, the ultimate terms and conditions of any such potential legislation remain unclear-for example, our costs of care could exceed our associated reimbursement rates under such legislation.

More recently, the 2019 Executive Order directed CMS to create payment models to evaluate the effects of creating payment incentives for the greater use of home dialysis and kidney transplants for those already on dialysis. CMS subsequently announced in a proposed rule the ESRD Treatment Choices (ETC) mandatory payment model, which will be administered through the CMMI and is proposed to launch in 50% of dialysis clinics across the country in 2020. Under the proposed rule, which was subject to a comment period that ended in September 2019, CMS would select ESRD facilities and clinicians to participate in the model according to their location in randomly selected geographic areas and would require participation to minimize the potential for selection effect. We support the administration's emphasis on and move towards home dialysis and kidney transplant; however, we believe that if launched as proposed, the ETC model would negatively impact patient clinical care, Medicare coverage and/or payment for ESRD claims and, depending on the final requirements of the ETC model, ultimately could have a material adverse effect on our business, results of operations, financial condition and cash flows.

In connection with the 2019 Executive Order, CMS also announced the implementation of four voluntary payment models with the stated goal of helping healthcare providers reduce the cost and improve the quality of care for patients with late-stage chronic kidney disease and ESRD. CMS has stated these payment models are aimed to prevent or delay the need for dialysis and encourage kidney transplantation. These payment models are scheduled to run from 2020 through December 2023. In October 2019, CMS released initial guidance around the voluntary payment models, and we expect additional guidance in the coming months. The details and specifics of these voluntary models have not yet been provided, and we anticipate that such details will be released in the second half of 2020. We continue to assess these models and their viability for us and the industry, and our assessment will continue to develop as additional details become available.

The 21st Century Cures Act, enacted in December 2016, includes a provision that will allow Medicare beneficiaries with ESRD to choose to obtain coverage under a Medicare Advantage (MA) plan, which could broaden access to certain enhanced benefits offered by MA plans. We continue to evaluate the potential impact of this change in benefit eligibility, as there is significant uncertainty as to how many or which newly eligible ESRD patients will seek to enroll in MA plans for their ESRD

benefits and how quickly any such changes would occur. Until the effective date of this law, January 1, 2021, this choice is available only to Medicare beneficiaries without ESRD.

For additional discussion on the risks associated with the evolving payment and regulatory landscape for kidney care, see the discussion in Item 1A Risk Factors, including the discussion under the heading, "*Changes in federal and state healthcare legislation or regulations could have a material adverse effect on our business, results of operations, financial condition and cash flows.*"

Other regulations

Our U.S. dialysis and related lab services operations are subject to various state hazardous waste and non-hazardous medical waste disposal laws. These laws do not classify as hazardous most of the waste produced from dialysis services. Occupational Safety and Health Administration regulations require employers to provide workers who are occupationally subject to blood or other potentially infectious materials with prescribed protections. These regulatory requirements apply to all healthcare facilities, including dialysis centers, and require employers to make a determination as to which employees may be exposed to blood or other potentially infectious materials and to have in effect a written exposure control plan. In addition, employers are required to provide or employ hepatitis B vaccinations, personal protective equipment and other safety devices, infection control training, post-exposure evaluation and follow-up, waste disposal techniques and procedures and work practice controls. Employers are also required to comply with various record-keeping requirements.

In addition, a few states in which we do business have certificate of need programs regulating the establishment or expansion of healthcare facilities, including dialysis centers.

Corporate compliance program

Our businesses are subject to extensive regulations. Management has designed and implemented a corporate compliance program as part of our commitment to comply fully with applicable criminal, civil and administrative laws and regulations and to maintain the high standards of conduct we expect from all of our teammates. We continuously review this program and enhance it as appropriate. The primary purposes of the program include:

- Assessing and identifying risks for existing and new businesses;
- Training and educating our teammates and affiliated professionals to promote awareness of legal and regulatory requirements, a culture of compliance, and the necessity of complying with all these laws;
- Developing and implementing compliance policies and procedures and creating controls to support compliance with these laws and our policies and procedures;
- Auditing and monitoring the activities of our operating units and business support functions to identify and mitigate risks and potential instances of noncompliance in a timely manner; and
- Ensuring that we promptly take steps to resolve any instances of noncompliance and address areas of weakness or potential noncompliance.

We have a code of conduct that each of our teammates, members of our Board of Directors, affiliated professionals and certain third parties must follow, and we have an anonymous compliance hotline for teammates and patients to report potential instances of noncompliance that is managed by a third party. Our Chief Compliance Officer administers the compliance program. The Chief Compliance Officer reports directly to our Chief Executive Officer and the Chair of the Compliance Committee of our Board of Directors (Board Compliance Committee).

On October 22, 2014, DaVita entered into a Corporate Integrity Agreement (CIA) with HHS and the OIG. The term of the CIA expired on October 22, 2019, and the independent monitor is completing both her annual review and annual report. We are in the process of preparing our final annual report, which we will submit to HHA-OIG by March 11, 2020. The CIA (i) required that we maintain certain elements of our compliance programs; (ii) imposed certain expanded compliance-related requirements during the term of the CIA; (iii) required ongoing monitoring and reporting by an independent monitor, imposed certain reporting, certification, records retention and training obligations, allocated certain oversight responsibility to the Board's Compliance Committee, and necessitated the creation of a Management Compliance Committee and the retention of an independent compliance advisor to the Board; and (iv) contained certain business restrictions related to a subset of our joint venture arrangements.

Until OIG closes out the CIA following review of the aforementioned final annual reports, OIG retains the right to impose penalties, sanctions and other consequences on us under the CIA, including, without limitation, potential exclusion from federal healthcare programs.

Any future penalties, sanctions or other consequences under the CIA or otherwise could be more severe in circumstances in which OIG or a similar regulatory authority determines that we have repeatedly failed to comply with applicable laws, regulations or requirements that apply to our business, including substantial penalties and exclusion from participation in federal healthcare programs that could have a material adverse effect on our business, results of operations, financial condition and cash flows, reputation and stock price.

Competition

The U.S. dialysis industry has experienced some consolidation over the last few years, but remains highly competitive. Patient retention and the continued referrals of patients from referral sources such as hospitals and nephrologists, as well as acquiring or developing new outpatient dialysis centers are some of the important parts of our growth strategy. In our U.S. dialysis business, we continue to face intense competition from large and medium-sized providers, among others, which compete directly with us for limited acquisition targets, for individual patients who may choose to dialyze with us and for physicians qualified to provide required medical director services. Competition for growth in existing and expanding geographies or areas is intense and is not limited to large competitors with substantial financial resources or established participants in the dialysis space. We also compete with individual nephrologists, former medical directors or physicians that have opened their own dialysis units or facilities. Moreover, as we continue our international dialysis expansion into various international markets, we face competition from large and medium-sized providers, among others, for acquisition targets as well as physician relationships. We also experience competitive pressures from other dialysis providers in recruiting and retaining qualified skilled clinical personnel as well as in connection with negotiating contracts with commercial healthcare payors and inpatient dialysis service agreements with hospitals. Acquisitions, developing new outpatient dialysis centers, patient retention and physician relationships are significant components of our growth strategy and our business could be adversely affected if we are not able to continue to make dialysis acquisitions on reasonable and acceptable terms, continue to develop new outpatient dialysis centers, maintain or establish new relationships with physicians or if we experience significant patient attrition relative to our competitors.

Together with our largest competitor, Fresenius Medical Group (FMC), we account for approximately73% of outpatient dialysis centers in the U.S. Many of the centers not owned by us, FMC or other large for profit dialysis providers are owned or controlled by hospitals or non-profit organizations. Hospital-based and non-profit dialysis units typically are more difficult to acquire than physician-owned dialysis centers.

FMC also manufactures a full line of dialysis supplies and equipment in addition to owning and operating outpatient dialysis centers worldwide. This may give FMC cost advantages over us because of its ability to manufacture its own products or prevent us from accessing existing or new technology on a cost-effective basis. Additionally, FMC has been one of our largest suppliers of dialysis products and equipment over the last several years. In 2018, we entered into and subsequently extended an agreement with FMC to purchase a certain amount of dialysis equipment, parts and supplies from FMC through December 31, 2020. The amount of purchases from FMC over the remaining term of this agreement will depend upon a number of factors, including the operating requirements of our centers, the number of centers we acquire, and growth of our existing centers.

There have been a number of announcements by non-traditional dialysis providers and others, which relate to entry into the dialysis and pre-dialysis space, the development of innovative technologies, or the commencement of new business activities that could be disruptive to the industry. These developments over time may shift the competitive landscape in which we operate. For additional discussion on these developments and associated risks, see the risk factor in Item 1A Risk Factors under the heading, "*If we are unable to compete successfully, including, without limitation, implementing our growth strategy and/or retaining patients and physicians willing to serve as medical directors, it could materially adversely affect our business, results of operations, financial condition and cash flows.*"

Insurance

We are predominantly self-insured with respect to professional and general liability and workers' compensation risks through wholly-owned captive insurance companies. We are also predominantly self-insured with respect to employee medical and other health benefits. We also maintain insurance, excess coverage, or reinsurance for property and general liability, professional liability, directors' and officers' liability, workers' compensation, cybersecurity and other coverage in amounts and on terms deemed adequate by management, based on our actual claims experience and expectations for future claims. Future claims could, however, exceed our applicable insurance coverage. Physicians practicing at our dialysis centers are required to maintain their own malpractice insurance, and our medical directors are required to maintain coverage for their individual

private medical practices. Our liability policies cover our medical directors for the performance of their duties as medical directors at our outpatient dialysis centers.

Teammates

As of December 31, 2019, we employed approximately 65,000 teammates, including our international teammates.

Our businesses require skilled healthcare professionals with specialized training for treating patients with complex care needs. Recruitment and retention of nurses are continuing concerns for healthcare providers due to short supply. We have an active program of investing in our professional healthcare teammates to help ensure we meet our recruitment and retention targets, including expanded training opportunities, tuition reimbursements and other incentives, but there can be no assurances that we will meet our goals in this regard. For additional information, see the risk factor in Item 1A Risk Factors under the heading, *"If our labor costs continue to rise, including due to shortages, changes in certification requirements and higher than normal turnover rates in skilled clinical personnel; or currently pending or future rules, regulations, legislation or initiatives impose additional requirements or limitations on our operations or profitability; or, if we are unable to attract and retain key leadership talent, we may experience disruptions in our business operations and increases in operating expenses, among other things, which could have a material adverse effect on our business, results of operations, financial condition and cash flows."*

Item 1A. Risk Factors

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

If we fail to adhere to all of the complex governmental laws, regulations and requirements that apply to our business, we could suffer severe consequences that could have a material adverse effect on our business, results of operations, financial condition and cash flows, and could materially harm our reputation and stock price.

We operate in a complex regulatory environment with an extensive and evolving set of federal, state and local governmental laws, regulations and requirements. These laws, regulations and requirements are promulgated and overseen by a number of different legislative, administrative, regulatory, and quasi-regulatory bodies, each of which may have varying interpretations, judgments or related guidance. As such, we utilize considerable resources on an ongoing basis to monitor, assess and respond to applicable legislative, regulatory and administrative requirements, but there is no guarantee that we will be successful in our efforts to adhere to all of these requirements. Laws, regulations and requirements that apply to or impact our business include, but are not limited to:

- Medicare and Medicaid reimbursement statutes, rules and regulations (including, but not limited to, manual provisions, local coverage determinations, national coverage determinations, payment schedules and agency guidance);
- federal and state anti-kickback laws, including, without limitation, any applicable exceptions or regulatory safe harbors thereunder;
- the Physician Self-Referral Law (the Stark Law) and analogous state self-referral prohibition laws;
- the 21st Century Cures Act;
- Federal Acquisition Regulations;
- the False Claims Act (FCA) and associated regulations;
- the Civil Monetary Penalty statute (CMP) and associated regulations;
- the Foreign Corrupt Practices Act (FCPA);
- Medicare and Medicaid provider requirements, including requirements associated with providing and updating certain information about the Medicare or Medicaid entity, as applicable, and its direct and indirect affiliates;
- antitrust and competition laws and regulations; and
- federal and state laws regarding the collection, use and disclosure of patient health information (e.g., Health Insurance Portability and Accountability Act of 1996 (HIPAA)) and the storage, handling, shipment, disposal and/or dispensing of pharmaceuticals and blood products and other biological materials.

In addition, on October 9, 2019, the U.S. Department of Health and Human Services, Office of Inspector General (OIG) and the Centers for Medicare & Medicaid Services (CMS) released a pair of proposed rules that, if adopted, would change the Federal Anti-Kickback Statute (AKS), CMP and Stark Law regulations to promote certain value-based and coordinated care arrangements. The proposed rules were subject to a comment period ending in December 2019 and remain subject to change until the publication of any final rules, the date and content of which are currently unknown.

We have historically been subject to a five-year Corporate Integrity Agreement (CIA) with OIG. The term of the CIA expired on October 22, 2019, and the Company is in the process of working with the independent monitor and OIG to close out the review of the final annual reports by the independent monitor and the Company. The CIA (i) required that we maintain certain elements of our compliance programs; (ii) imposed certain expanded compliance-related requirements during the term of the CIA; (iii) required ongoing monitoring and reporting by an independent monitor, imposed certain reporting, certification, records retention and training obligations, allocated certain oversight responsibility to the Board's Compliance Committee, and necessitated the creation of a Management Compliance Committee and the retention of an independent compliance advisor to the Board; and (iv) contained certain business restrictions related to a subset of our joint venture arrangements. Until OIG closes out the CIA following review of the aforementioned final annual reports, OIG retains the right to impose penalties,

sanctions and other consequences on us under the CIA, including, without limitation, potential exclusion from federal healthcare programs. Any future penalties, sanctions or other consequences under the CIA or otherwise could be more severe in circumstances in which OIG or a similar regulatory authority determines that we have repeatedly failed to comply with applicable laws, regulations or requirements.

If any of our personnel, representatives or operations are found to violate these or other laws, regulations or requirements, we could suffer severe consequences that would have a material adverse effect on our business, results of operations, financial condition and cash flows, and could materially harm our reputation and stock price, including, among others:

- Loss of required certifications or suspension or exclusion from or termination of our participation in government payment programs;
- Refunds of amounts received in violation of law or applicable payment program requirements dating back to the applicable statute of limitation periods;
- Loss of licenses required to operate healthcare facilities or administer pharmaceuticals in the states in which we operate;
- Reductions in payment rates or coverage for dialysis and ancillary services and pharmaceuticals;
- Criminal or civil liability, fines, damages or monetary penalties, which could be material;
- Enforcement actions, investigations, or audits by governmental agencies and/or state law claims for monetary damages by patients who believe their protected health information (PHI) has been used, disclosed or not properly safeguarded in violation of federal or state patient privacy laws, including, among others, HIPAA and the Privacy Act of 1974;
- Mandated changes to our practices or procedures that significantly increase operating expenses that could subject us to ongoing audits and reporting requirements as well as increased scrutiny of our billing and business practices which could lead to potential fines, among other things;
- Termination of various relationships and/or contracts related to our business, such as joint venture arrangements, medical director agreements, real estate leases and consulting agreements with physicians; and
- Harm to our reputation which could negatively impact our business relationships and stock price, affect our ability to attract and retain patients, physicians and teammates, affect our ability to obtain financing and decrease access to new business opportunities, among other things.

Additionally, the healthcare sector, including the dialysis industry, is regularly subject to negative publicity, including as a result of governmental investigations, adverse media coverage and political debate surrounding industry regulation. Negative publicity, regardless of merit, regarding the dialysis industry generally, the U.S. healthcare system or DaVita in particular may adversely affect us.

See Note 16 to the consolidated financial statements included in this report for further details regarding the pending legal proceedings and regulatory matters to which we are or may be subject from time to time, any of which may include allegations of violations of applicable laws, regulations and requirements.

We are, and may in the future be, a party to various lawsuits, demands, claims, *qui tam* suits, governmental investigations and audits (including, without limitation, investigations or other actions resulting from our obligation to self-report suspected violations of law) and other legal matters, any of which could result in, among other things, substantial financial penalties or awards against us, mandated refunds, substantial payments made by us, required changes to our business practices, exclusion from future participation in Medicare, Medicaid and other healthcare programs and possible criminal penalties, any of which could have a material adverse effect on our business, results of operations, financial condition, cash flows, reputation and stock price.

We are, and may in the future be, subject to investigations and audits by governmental agencies and/or private civil *qui tam* complaints filed by relators and other lawsuits, demands, claims and legal proceedings, including, without limitation, investigations or other actions resulting from our obligation to self-report suspected violations of law.

Responding to subpoenas, investigations and other lawsuits, claims and legal proceedings as well as defending ourselves in such matters will continue to require management's attention and cause us to incur significant legal expense. Negative

findings or terms and conditions that we might agree to accept as part of a negotiated resolution of pending or future legal or regulatory matters could result in, among other things, substantial financial penalties or awards against us, substantial payments made by us, harm to our reputation, required changes to our business practices, exclusion from future participation in Medicare, Medicaid and other healthcare programs and, in certain cases, criminal penalties, any of which could have a material adverse effect on us. It is possible that criminal proceedings may be initiated against us and/or individuals in our business in connection with governmental investigations. Other than as may be described in Note 16 to the consolidated financial statements included in this report, we cannot predict the ultimate outcomes of the various legal proceedings and regulatory matters to which we are or may be subject from time to time, or the timing of their resolution or the ultimate losses or impact of developments in those matters, which could have a material adverse effect on our business, results of operations, financial condition, cash flows, reputation and stock price. See Note 16 to the consolidated financial statements included in this report for further details regarding these and other legal proceedings and regulatory matters.

Changes in federal and state healthcare legislation or regulations could have a material adverse effect on our business, results of operations, financial condition and cash flows.

The extensive federal and state laws, regulations and requirements that govern our business may continue to change over time, and there is no assurance that we will be able to accurately predict the nature, timing or extent of such changes or the impact of such changes on the markets in which we conduct business or on the other participants that operate in those markets.

For example, the regulatory framework of the Patient Protection and Affordable Care Act and the Health Care Reconciliation Act of 2010, as amended (ACA), and other healthcare reforms continues to evolve as a result of executive, legislative, regulatory and administrative developments and judicial proceedings. As such, there remains considerable uncertainty surrounding the continued implementation of the ACA and what similar healthcare reform measures or other changes might be enacted at the federal and/or state level. While legislative attempts to completely repeal the ACA have been unsuccessful to date, there have been multiple attempts to repeal or amend the ACA through legislative action and legal challenges. For example, in December 2017, the Tax Cuts and Jobs Act of 2017 was signed into law which, among other things, repealed the penalty under ACA's individual mandate, which had required individuals to pay a fee if they failed to obtain a qualifying health insurance plan. In December 2018, a federal district court in Texas ruled the individual mandate was unconstitutional and inseverable from the ACA. As a result, the court ruled the remaining provisions of the ACA were also invalid, though the court declined to issue a preliminary injunction with respect to the ACA. In December 2019, the Fifth Circuit Court of Appeals agreed that the individual mandate was unconstitutional, but remanded the case back to the district court to reassess how much of the ACA would be damaged without the individual mandate provision, and if the individual mandate could indeed be severed from the ACA. This litigation is still ongoing, but places great uncertainty upon the longevity and nature of the ACA moving forward.

While there may be significant changes to the healthcare environment in the future, including, without limitation, as a result of potential changes to the political environment in connection with the current election year or otherwise, the specific changes and their timing are not yet apparent. Nevertheless, previously enacted reforms and future changes, including among others, any changes in legislation, regulation or market conditions in connection with or resulting from the upcoming elections, could have a material adverse effect on our business, results of operations, financial condition and cash flows. For example, our revenue levels are sensitive to the percentage of our patients with higher-paying commercial health insurance, and as such, legislative, regulatory or other changes that decrease the accessibility and availability, including the duration, of commercial insurance may have a material adverse impact on our business. The ACA's health insurance exchanges, which provide a marketplace for eligible individuals and small employers to purchase health insurance, initially increased the accessibility and availability of commercial insurance. However, certain legislative developments, such as the repeal of the individual mandate described above, have adversely impacted the risk pool in certain exchange markets, and the nature and extent of commercial payor participation in the exchanges has fluctuated as a result. Other proposed legislative developments or administrative decisions, such as moving to a universal health insurance or "single payor" system whereby health insurance is provided to all Americans by the government under government programs, or lowering or eliminating the cost-sharing reduction subsidies under the ACA, could impact the percentage of our patients with higher-paying commercial health insurance, impact the scope of coverage under commercial health plans and increase our expenses, among other things. Although we cannot predict the short- or long-term effects of legislative or regulatory changes or the potential outcome or impact of the upcoming elections, we believe that future market changes could result in more restrictive commercial plans with lower reimbursement rates or higher deductibles and co-payments that patients may not be able to pay. To the extent that changes in statutes, regulations or related guidance or changes in other market conditions result in a reduction in the percentage of our patients with commercial insurance, limit the scope or nature of coverage through the exchanges or other health insurance programs or otherwise reduce reimbursement rates for our services from commercial and/or government payors, it could have a material adverse effect on our business, results of operations, financial condition and cash flows. For additional information on the impact of legislative or regulatory changes on the percentage of our patients with commercial insurance, see the risk factor under the heading *"If the*

number of patients with higher-paying commercial insurance declines, it could have a material adverse effect on our business, results of operations, financial condition and cash flows."

The ACA also added several new tax provisions that, among other things, impose various fees and excise taxes, and limit compensation deductions for health insurance providers and their affiliates. These rules could negatively impact our cash flow and tax liabilities. In addition, the ACA broadened the potential for penalties under the FCA for the knowing and improper retention of overpayments collected from government payors and reduced the timeline to file Medicare claims. Failure to timely identify, quantify and return overpayments may result in significant penalties, which could have a material adverse effect on our business, results of operations, financial condition, cash flows and reputation. Failure to file a claim within the one year window could result in payments denials, adversely affecting our business, results of operations, financial condition and cash flows.

In addition to the ACA, changing legislation and other regulatory and executive developments have led to the emergence of new models of care and other initiatives in both the government and private sector. Any failure on our part to adequately implement strategic initiatives to adjust to these marketplace developments could have a material adverse impact on our business. For example, as noted above, the July 10, 2019 executive order (the 2019 Executive Order) related to kidney care directed CMS to create payment models to evaluate the effects of creating payment incentives for the greater use of home dialysis and kidney transplants for those already on dialysis. CMS subsequently announced in a proposed rule the ETC mandatory payment model, which will be administered through the CMMI and is proposed to launch in 50% of dialysis clinics across the country beginning in 2020. Under the proposed rule, which was subject to a comment period that ended in September 2019, CMS would select ESRD facilities and clinicians to participate in the model according to their location in randomly selected geographic areas and would require participation to minimize the potential for selection effect. We support the administration's emphasis on and move towards home dialysis and kidney transplant; however, we believe that if launched as proposed, the ETC model would negatively impact patient clinical care, Medicare coverage and/or payment for ESRD claims and, depending on the final requirements of the ETC model, ultimately could have a material adverse effect on our business, results of operations, financial condition and cash flows. With home dialysis as a focus of the ETC model and the industry generally, any failure to successfully implement our strategy or build on our abilities to offer home dialysis options could have a material adverse impact on our business, results of operation, financial condition and cash flows. For additional detail on the risks related to our home dialysis services, see the discussion under the heading "*If we are not able to successfully implement our strategy with respect to home-based dialysis, including maintaining and further developing our capabilities in a complex and highly regulated environment, it could have a material adverse effect on our business, results of operations, financial condition and cash flows, and could materially harm our reputation.*"

In connection with the 2019 Executive Order, CMS also announced the implementation of four voluntary payment models with the stated goal of helping healthcare providers reduce the cost and improve the quality of care for patients with late-stage chronic kidney disease and ESRD. CMS has stated these payment models are aimed to prevent or delay the need for dialysis and encourage kidney transplantation. These payment models were initially proposed to run from 2020 through December 2023. The details and specifics of these voluntary models have not yet been provided, and we anticipate that such details will be released in the second half of 2020. We continue to assess these models and their viability for us and the industry, and our assessment will continue to develop as additional details become available.

In addition, CMMI is currently working with various healthcare providers to develop, refine and implement Accountable Care Organizations (ACOs) and other innovative models of care for Medicare and Medicaid beneficiaries, including, without limitation, the Comprehensive ESRD Care Model (CEC Model) (which includes the development of end stage renal disease (ESRD) Seamless Care Organizations), the Duals Demonstration, and other models. We are currently participating in the CEC Model with CMMI, including with organizations in Arizona, Florida, and adjacent markets in New Jersey and Pennsylvania. We may choose to participate in additional models either as a partner with other providers or independently. Even in areas where we are not directly participating in these or other CMMI models, some of our patients may be assigned to an ACO, another ESRD Care Model, or another program, in which case the quality and cost of care that we furnish will be included in an ACO's, another ESRD Care Model's, or other program's calculations.

In addition to the aforementioned new models of care, federal bipartisan legislation related to full capitation demonstration for ESRD was proposed in late 2017. Legislation, which has yet to secure introduction to the 116th Congress, would build on prior coordinated care models, such as the CEC Model, and would establish a demonstration program for the provision of integrated care to Medicare ESRD patients. We have made and continue to make investments in building our integrated care capabilities, but there can be no assurances that initiatives such as this or similar legislation will be introduced or passed into law. If such legislation is passed, there can be no assurances that we will be able to successfully execute on the required strategic initiatives that would allow us to provide a competitive and successful integrated care program on the broader scale contemplated by this legislation, and in the desired time frame. Additionally, the ultimate terms and conditions of any such potential legislation remain unclear—for example, our costs of care could exceed our associated reimbursement rates

under such legislation. The new and evolving landscape for integrated kidney care also has led to opportunities with relative ease of entry for certain smaller and/or non-traditional providers, and we may be competing with them for patients in an asymmetrical environment with respect to data and/or regulatory requirements given our status as an ESRD service provider. For additional detail on our evolving competitive environment, see the risk factor under the heading *"If we are unable to compete successfully, including, without limitation, implementing our growth strategy and/or retaining patients and physicians willing to serve as medical directors, it could materially adversely affect our business, results of operations, financial condition and cash flows."* In general, if we are unable to efficiently adjust to these and other new models of care, it may, among other things, erode our patient base or reimbursement rates, which could have a material adverse impact on our business, results of operation, financial condition and cash flows.

There have also been several state initiatives to limit payments to dialysis providers or impose other burdensome operational requirements, which, if passed, could have a material adverse impact on our business, results of operation, financial condition and cash flow. For example, on October 24, 2019, the Service Employees International Union - United Healthcare Workers West (SEIU) proposed a California statewide ballot initiative for the November 2020 election that seeks to impose certain regulatory requirements on dialysis clinics, including requirements related to physician staffing levels, clinical reporting, clinical treatment options and the ability to make decisions on closing or reducing services for dialysis clinics. We expect to incur costs in connection with this new proposal, should it become eligible for the November 2020 election, and other potential legislative or ballot initiatives, and these costs may be substantial. Similar initiatives were also proposed in Ohio and Arizona in the 2018 election cycle; however, neither of these initiatives met the applicable requirements for inclusion on the state ballot for the November 2018 elections. We may face similar ballot initiatives or other legislation in the future in these or other states.

There have also been rule making and legislative efforts at both the federal and state level concerning charitable premium assistance. In December 2016, CMS published an interim final rule that questioned the use of charitable premium assistance for ESRD patients and would have established new conditions for coverage standards for dialysis facilities. In January 2017, a federal district court in Texas issued a preliminary injunction on CMS' interim final rule and in June 2017, at the request of CMS, the court stayed the proceedings while CMS pursues new rulemaking options. In June 2019, CMS sent to the White House Office of Management and Budget a proposed rule entitled *"Conditions for Coverage for End-Stage Renal Disease Facilities-Third Party Payments."*We do not know if or when this proposed rule will be released. In addition, on October 13, 2019 a California bill (AB 290) was signed into law that limits the amount of reimbursement paid to certain providers for services provided to patients with commercial insurance who receive charitable premium assistance. AB 290 was expected to become effective in January 2020. The American Kidney Fund (AKF), an organization that provides charitable premium assistance, announced that it would be withdrawing from California as a result of AB 290. On November 1, 2019, AKF filed a lawsuit in federal court challenging the law on several grounds. A group of providers, including DaVita, also filed a lawsuit challenging the law in federal court on November 5, 2019. The parties to each suit also filed motions for preliminary injunctions shortly after filing the lawsuits, seeking to prevent AB 290's implementation during litigation. On December 30, 2019, the district court granted a preliminary injunction. The preliminary injunction will remain in place until a final judgment is made in the case, which is expected to occur in 2020.

In the event AB 290 becomes effective and the AKF withdraws from California, we expect an adverse impact on the ability of patients to afford Medicare premiums and Medicare supplemental (Medigap) and commercial coverage, which we expect will in turn result in an adverse impact on our business, results of operations, financial condition and cash flows. In addition, bills similar to AB 290 were introduced in Illinois (SB 650) and Oregon (SB 900), but have not been successfully passed to date. If these or similar bills are introduced and implemented in other jurisdictions, and organizations that provide charitable premium assistance in those jurisdictions are similarly impacted, it could in the aggregate have a material adverse impact on our business, results of operations, financial condition and cash flows. For additional information on the impact of decreases to the percentage of our patients with commercial insurance, see the risk factor under the heading *"If the number of patients with higher-paying commercial insurance declines, it could have a material adverse effect on our business, results of operations, financial condition and cash flows"*.

Any law, rule or guidance proposed or issued by CMS or other federal or state regulatory or legislative authorities or others, including, without limitation, any initiatives similar to the proposed legislation and ballot initiatives described above, or other future ballot or other initiatives restricting or prohibiting the ability of patients with access to alternative coverage from selecting a marketplace plan on or off exchange, limiting the amount of revenue that a dialysis provider can retain for caring for patients with commercial insurance, imposing burdensome operational requirements, affecting payments made to providers for services provided to patients who receive charitable premium assistance and/or otherwise restricting or prohibiting the use of charitable premium assistance, could cause us to incur substantial costs to oppose any such proposed measures, impact our dialysis center development plans, and if passed and/or implemented, could adversely impact dialysis centers across the U.S. making certain centers economically unviable, lead to the closure of certain centers, restrict the ability of dialysis patients to

obtain and maintain optimal insurance coverage, and in some cases, have a material adverse effect on our business, results of operations, financial condition and cash flows.

Privacy and information security laws are complex, and if we fail to comply with applicable laws, regulations and standards, including with respect to third-party service providers that utilize sensitive personal information on our behalf, or if we fail to properly maintain the integrity of our data, protect our proprietary rights to our systems or defend against cybersecurity attacks, we may be subject to government or private actions due to privacy and security breaches, any of which could have a material adverse effect on our business, results of operations, financial condition and cash flows or materially harm our reputation.

We must comply with numerous federal and state laws and regulations in both the U.S. and the foreign jurisdictions in which we operate governing the collection, dissemination, access, use, security and privacy of PHI, including, without limitation, HIPAA and its implementing privacy, security, and related regulations, as amended by the federal Health Information Technology for Economic and Clinical Health Act (HITECH) and collectively referred to as HIPAA. We are also required to report known breaches of PHI consistent with applicable breach reporting requirements set forth in applicable laws and regulations. From time to time, we may be subject to both federal and state inquiries or audits related to HIPAA, HITECH and related state laws associated with complaints, desk audits, and self-reported breaches. If we fail to comply with applicable privacy and security laws, regulations and standards, including with respect to third-party service providers that utilize sensitive personal information, including PHI, on our behalf, properly maintain the integrity of our data, protect our proprietary rights, or defend against cybersecurity attacks, it could materially harm our reputation or have a material adverse effect on our business, results of operations, financial condition and cash flows. These risks may be intensified to the extent that the laws change or to the extent that we increase our use of third-party service providers that utilize sensitive personal information, including PHI, on our behalf.

Data protection laws are evolving globally, and may continue to add additional compliance costs and legal risks to our international operations. In Europe, the General Data Protection Regulation (GDPR) became effective on May 25, 2018. The GDPR applies to entities that are established in the European Union (EU), as well as extends the scope of EU data protection laws to foreign companies processing data of individuals in the EU. The GDPR imposes a comprehensive data protection regime with the potential for regulatory fines as well as data breach litigation by impacted data subjects. Under the GDPR, regulatory penalties may be assessed by data protection authorities for up to the greater of 4% of worldwide turnover or €20 million. The costs of compliance with, and other burdens imposed by, the GDPR and other new laws, regulations and policies implementing the GDPR may impact our European operations and/or limit the ways in which we can provide services or use personal data collected while providing services. If we fail to comply with the requirements of GDPR, we could be subject to penalties that would have a material adverse impact on our business, results of operations, financial condition and cash flows.

Data protection laws are also evolving nationally, and may add additional compliance costs and legal risks to our U.S. operations. For example, the California legislature recently passed the California Consumer Protection Act (CCPA), which became effective January 1, 2020. The CCPA is a privacy law that requires certain companies doing business in California to enhance privacy disclosures regarding the collection, use and sharing of a consumer's personal data. The CCPA grants consumers additional privacy rights that are broader than current Federal privacy rights. The CCPA also permits the imposition of civil penalties, grants enforcement authority to the state Attorney General and provides a private right of action for consumers where certain personal information is breached due to unreasonable information security practices. Several other states, including Nevada and Maine, have passed data protection laws similar to CCPA. These laws would impose organizational requirements and grant individual rights that are comparable to those established in the CCPA, and other states may pass similar legislation in the future. In particular, the U.S. Department of Health and Human Services (HHS) Office for Civil Rights, in partnership with the Healthcare and Public Health Sector Coordinating Council (HSCC), recently issued cybersecurity guidelines for healthcare organizations that reflect consensus-based, voluntary practices to cost-effectively reduce cybersecurity risks for organizations of varying sizes. Although these HHS-backed guidelines, entitled *"Health Industry Cybersecurity Practices: Managing Threats and Protecting Patients,"* are voluntary, they are likely to serve as an important reference point for the healthcare industry, and may cause us to invest additional resources in technology, personnel and programmatic cybersecurity controls as the cybersecurity risks we face continue to evolve.

Information security risks have significantly increased in recent years in part because of the proliferation of new technologies, the use of the Internet and telecommunications technologies to conduct our operations, and the increased sophistication and activities of organized crime, hackers, terrorists and other external parties, including, among others, foreign state agents. Our business and operations rely on the secure processing, transmission and storage of confidential, proprietary and other information in our computer systems and networks, including sensitive personal information, including PHI, social security numbers, and credit card information of our patients, teammates, physicians, business partners and others.

We regularly review, monitor and implement multiple layers of security measures through technology, processes and our people. We utilize security technologies designed to protect and maintain the integrity of our information systems and data, and our defenses are monitored and routinely tested internally and by external parties. Despite these efforts, our facilities and systems and those of our third-party service providers may be vulnerable to privacy and security incidents; security attacks and breaches; acts of vandalism or theft; computer viruses and other malicious code; coordinated attacks by a variety of actors, including, among others, activist entities or state sponsored cyberattacks; emerging cybersecurity risks; cyber risk related to connected devices; misplaced or lost data; programming and/or human errors; or other similar events that could impact the security, reliability and availability of our systems. Internal or external parties may attempt to circumvent our security systems, and we have in the past, and expect that we will in the future, experience external attacks on our network including, without limitation, reconnaissance probes, denial of service attempts, malicious software attacks including ransomware or other attacks intended to render our internal operating systems or data unavailable, and phishing attacks or business email compromise. Cybersecurity requires ongoing investment and diligence against evolving threats. Emerging and advanced security threats, including, without limitation, coordinated attacks, require additional layers of security which may disrupt or impact efficiency of operations. As with any security program, there always exists the risk that employees will violate our policies despite our compliance efforts or that certain attacks may be beyond the ability of our security and other systems to detect. There can be no assurance that investments, diligence and/or our internal controls will be sufficient to prevent or timely discover an attack.

Any security breach involving the misappropriation, loss or other unauthorized disclosure or use of confidential information, including, among others, PHI, financial data, competitively sensitive information, or other proprietary data, whether by us or a third party, could have a material adverse effect on our business, results of operations, financial condition, cash flows and materially harm our reputation. We may be required to expend significant additional resources to modify our protective measures, to investigate and remediate vulnerabilities or other exposures, or to make required notifications. The occurrence of any of these events could, among other things, result in interruptions, delays, the loss or corruption of data, cessations in the availability of systems and liability under privacy and security laws, all of which could have a material adverse effect on our business, results of operations, financial condition and cash flows, or materially harm our reputation and trigger regulatory actions and private party litigation. If we are unable to protect the physical and electronic security and privacy of our databases and transactions, we could be subject to potential liability and regulatory action, our reputation and relationships with our patients, physicians, vendors and other business partners would be harmed, and our business, results of operations, financial condition and cash flows could be materially and adversely affected. Failure to adequately protect and maintain the integrity of our information systems (including our networks) and data, or to defend against cybersecurity attacks, could subject us to monetary fines, civil suits, civil penalties or criminal sanctions and requirements to disclose the breach publicly, and could further result in a material adverse effect on our business, results of operations, financial condition and cash flows or harm our reputation. As malicious cyber activity escalates, including activity that originates outside of the U.S., the risks we face relating to transmission of data and our use of service providers outside of our network, as well as the storing or processing of data within our network, intensify. There have been increased international, federal and state and other privacy, data protection and security enforcement efforts and we expect this trend to continue. While we intend to maintain cyber liability insurance, this insurance may not cover us for all types of losses and may not be sufficient to protect us against the amount of all losses.

If the average rates that commercial payors pay us decline significantly or if patients in commercial plans are subject to restriction in plan designs, it would have a material adverse effect on our business, results of operations, financial condition and cash flows.

Approximately 31% of our U.S. dialysis net patient services revenues for the year ended December 31, 2019, were generated from patients who have commercial payors (including hospital dialysis services) as their primary payor. The majority of these patients have insurance policies that pay us on terms and at rates that are generally significantly higher than Medicare rates. The payments we receive from commercial payors generate nearly all of our profit and all of our nonacute dialysis profits come from commercial payors. We continue to experience downward pressure on some of our commercial payment rates as a result of general conditions in the market, including as employers shift to less expensive options for medical services, recent and future consolidations among commercial payors, increased focus on dialysis services and other factors. Commercial payment rates could be materially lower in the future due to these or other factors.

We continuously are in the process of negotiating existing and potential new agreements with commercial payors who aggressively negotiate terms with us, and we can make no assurances about the ultimate results of these negotiations or the timing of any potential rate changes resulting from these negotiations. Sometimes many significant agreements are being renegotiated at the same time. In the event that our continual negotiations result in overall commercial rate reductions in excess of overall commercial rate increases, the cumulative effect could have a material adverse effect on our business, results of operations, financial condition and cash flows. We believe payor consolidations have significantly increased the negotiating leverage of commercial payors, and ongoing consolidations may continue to increase this leverage in the future. Our negotiations with payors are also influenced by competitive pressures, and we may experience decreased contracted rates with

commercial payors or experience decreases in patient volume, including if we turn away new patients in instances where we are unable to come to agreement with commercial payors on rates, as our negotiations with commercial payors continue.

Certain payors have also been attempting to design and implement plans that restrict access to ESRD coverage both in the commercial and individual market. Among other things, these restrictive plan designs seek to limit the duration and/or the breadth of ESRD benefits, limit the number of in-network providers, set arbitrary provider reimbursement rates, or otherwise restrict access to care, all of which may result in a decrease in the number of patients covered by commercial insurance. Payors may also dispute the scope and duration of ESRD benefit coverage under their plans. Any of the foregoing, including developments in plan design or new business activities of commercial payors, may lead to a significant decrease in the number of patients with commercial plans, the duration of benefits for patients under commercial plans and/or a significant decrease in the payment rates we receive, which would have a material adverse effect on our business, results of operations, financial condition and cash flows.

In addition, some commercial payors are pursuing or have incorporated policies into their provider manuals limiting or refusing to accept charitable premium assistance from non-profit organizations, such as the American Kidney Fund, which may impact the number of patients who are able to afford commercial plans. Paying for coverage is a significant financial burden for many patients, and ESRD disproportionately affects the low-income population. Charitable premium assistance supports continuity of coverage and access to care for patients, many of whom are unable to continue working full-time as a result of their severe condition. A material restriction in patients' ability to access charitable premium assistance may restrict the ability of dialysis patients to obtain and maintain optimal insurance coverage, and may adversely impact a large number of dialysis centers across the U.S. by making certain centers economically unviable, and may have a material adverse effect on our business, results of operations, financial condition and cash flows.

For additional details regarding the impact of a decline in our patients under commercial plans, see the risk factor under the heading *"If the number of patients with higher-paying commercial insurance declines, it could have a material adverse effect on our business, results of operations, financial condition and cash flows."* For additional details regarding specific risks we face regarding potential legislative or regulatory changes that, among other things, could result in fewer patients covered under commercial plans or an increase of patients covered under more restrictive commercial plans with lower reimbursement rates, see the discussion in the risk factor under the heading *"Changes in federal and state healthcare legislation or regulations could have a material adverse effect on our business, results of operations, financial condition and cash flows."*

If the number of patients with higher-paying commercial insurance declines, it could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Our revenue levels are sensitive to the percentage of our patients with higher-paying commercial insurance coverage. A patient's insurance coverage may change for a number of reasons, including changes in the patient's or a family member's employment status. A material portion of our commercial revenue is concentrated with a limited number of commercial payors, and any changes impacting our highest paying commercial payors will have a disproportionate impact on us. In addition, many patients with commercial and government insurance rely on financial assistance from charitable organizations, such as the American Kidney Fund. Certain payors have challenged our patients' and other providers' patients' ability to utilize assistance from charitable organizations for the payment of premiums, including, without limitation, through litigation and other legal proceedings. The use of charitable premium assistance for ESRD patients has also faced challenges and inquiries from legislators, regulators and other governmental authorities, and this may continue. In addition, CMS or another regulatory agency or legislative authority may issue a new rule or guidance that challenges or restricts charitable premium assistance. For additional details, see the discussion under the heading *"Changes in federal and state healthcare legislation or regulations could have a material adverse effect on our business, results of operations, financial condition and cash flows."* If any of these challenges to kidney patients' use of premium assistance are successful or restrictions are imposed on the use of financial assistance from such charitable organizations or if organizations providing such assistance are no longer available such that kidney patients are unable to obtain, or continue to receive or receive for a limited duration, such financial assistance, it could have a material adverse effect on our business, results of operations, financial condition and cash flows. In addition, if our assumptions about how kidney patients will respond to any change in financial assistance from charitable organizations are incorrect, it could have a material adverse effect on our business, results of operations, financial condition and cash flows.

When Medicare becomes the primary payor, the payment rate we receive for that patient decreases from the employer group health plan or commercial plan rate to the lower Medicare payment rate. If the number of our patients who have Medicare or another government-based program as their primary payor increases, it could negatively impact the percentage of our patients covered under commercial insurance plans. There are a number of factors that could drive a decline in the percentage of our patients covered under commercial insurance plans, including, among others, a continued decline in the rate of growth of the ESRD patient population, continued improved mortality or the reduced availability of commercial health plans or reduced coverage by such plans through the ACA exchanges or otherwise due to changes to the marketplace, healthcare

regulatory system or otherwise. Commercial payors could also cease paying in the primary position after providing 30 months of coverage resulting in potentially material reductions in payment as the patient moves to Medicare primary. Moreover, declining macroeconomic conditions could also negatively impact the percentage of our patients covered under commercial insurance plans. To the extent there are sustained or increased job losses in the U.S., we could experience a decrease in the number of patients covered under commercial plans and/or an increase in uninsured and underinsured patients independent of whether general economic conditions improve. We could also experience higher numbers of uninsured and underinsured patients, which would result in an increase in uncollectible accounts.

Finally, the ultimate results of our continual negotiations with commercial payors under existing and potential new agreements cannot be predicted and, among other things, could result in a decrease in the number of our patients covered by commercial plans to the extent that we cannot reach agreement with commercial payors on rates and other terms, resulting in termination or non-renewals of existing agreements and our inability to enter into new agreements. Our agreements and rates with commercial payors may be impacted by new business activities of these commercial payors as well as steps that these commercial payors have taken and may continue to take to control the cost of and/or the eligibility for access to the services that we provide, including, without limitation, relative to products on and off the healthcare exchanges. These efforts could impact the number of our patients who are eligible to enroll in commercial insurance plans, and remain on the plans, including plans offered through healthcare exchanges. For additional detail on the risks related to commercial payor activity, including restrictive plan design, see the discussion under the heading *"If the average rates that commercial payors pay us decline significantly or if patients in commercial plans are subject to restriction in plan designs, it would have a material adverse effect on our business, results of operations, financial condition and cash flows."* We could also experience a further decrease in the payments we receive for services if changes to the marketplace or the healthcare regulatory system result in fewer patients covered under commercial plans or an increase of patients covered under more restrictive commercial plans with lower reimbursement rates, among other things.

If there is a significant reduction in the number of patients under higher-paying commercial plans relative to government-based programs that pay at lower rates or a significant increase in the number of patients that are uninsured and underinsured, it would have a material adverse effect on our business, results of operations, financial condition and cash flows.

If we are not able to successfully implement our strategy with respect to home-based dialysis, including maintaining our existing business and further developing our capabilities in a complex and highly regulated environment, it could have a material adverse effect on our business, results of operations, financial condition and cash flows, and could materially harm our reputation.

Our home-based dialysis services, which include home hemodialysis and peritoneal dialysis (PD), represented approximately 16% of our U.S. dialysis patient services revenues for the year ended December 31, 2019, and have increasingly become an important part of our overall strategy. In addition, home-based dialysis recently has been the subject of increased political and industry focus. For example, in connection with the 2019 Executive Order, HHS set out specific goals related to home dialysis and CMMI announced a proposed mandatory model that included new incentives to encourage dialysis at home. We are a leader in home-based dialysis and have made investments in processes and infrastructure to continue to grow this modality. There are, however, risks associated with this growth, including, among other things, financial, legal and operational risks related to our ability to design and develop infrastructure and to plan for capacity in a modality that is part of an evolving marketplace. We may also be subject to associated risks related to our ability to successfully manage related operational initiatives, find, train and retain appropriate staff, contract with payors for appropriate reimbursement, and maintain processes to adhere to the complex regulatory and legal requirements, including without limitation those associated with billing Medicare. For additional detail on risks associated with operating in a highly regulated environment, see "*If we fail to adhere to all of the complex governmental laws, regulations and requirements that apply to our business, we could suffer severe consequences that could have a material adverse effect on our business, results of operations, financial condition and cash flows, and could materially harm our reputation and stock price.*" In addition to the above risks, certain risks inherent to home-based dialysis will increase as we expand our home-based dialysis offerings, including risks related to managing transitions between in-center and home-based dialysis, billing and telehealth systems, among others. For additional detail on risks associated with information systems and new technology generally, see the discussion under the heading "*Failing to effectively maintain, operate or upgrade our information systems or those of third-party service providers upon which we rely, including, without limitation, our clinical, billing and collections systems could materially adversely affect our business, results of operations, financial condition and cash flows.*"

An increased focus on home-based dialysis is also indicative of the generally evolving market for kidney care. This developing market may create additional opportunities for competition with relative ease of entry, and if we are unable to successfully adapt to these marketplace developments in a timely and compliant manner, we may see a reduction in our overall number of patients, among other things. For additional detail on the competitive landscape in kidney care, see the discussion under the heading "*If we are unable to compete successfully, including, without limitation, implementing our growth strategy*

and/or retaining patients and physicians willing to serve as medical directors, it could materially adversely affect our business, results of operations, financial condition and cash flows." If we are not able to successfully implement our strategy with respect to home-based dialysis, including maintaining our existing business and further developing our capabilities in a complex and highly regulated environment, it could have a material adverse effect on our business, results of operations, financial condition and cash flows, and could materially harm our reputation.

Changes in the structure of and payment rates under the Medicare ESRD program could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Approximately 42% of our U.S. dialysis net patient services revenues for the year ended December 31, 2019, were generated from patients who have Medicare as their primary payor. For patients with Medicare coverage, all ESRD payments for dialysis treatments are currently made under a single bundled payment rate which provides a fixed payment rate to encompass all goods and services provided during the dialysis treatment that are related to the treatment of dialysis, including pharmaceuticals that were historically separately reimbursed to the dialysis providers, such as erythropoietin (EPO), vitamin D analogs and iron supplements, irrespective of the level of pharmaceuticals administered or additional services performed, except in the case of calcimimetics, which are subject to a transitional drug add-on payment adjustment for the Medicare Part B ESRD payment. Most lab services are also included in the bundled payment. Under the ESRD Prospective Payment System (PPS), the bundled payments to a dialysis facility may be reduced by as much as 2% based on the facility's performance in specified quality measures set annually by CMS through the ESRD Quality Incentive Program, which was established by the Medicare Improvements for Patients and Providers Act of 2008. The bundled payment rate is also adjusted for certain patient characteristics, a geographic usage index and certain other factors. In addition, the ESRD PPS is subject to rebasing, which can have a positive financial effect, or a negative one if the government fails to rebase in a manner that adequately addresses the costs borne by dialysis facilities. Similarly, as new drugs, services or labs are added to the ESRD bundle, CMS' failure to adequately calculate the costs associated with the drugs, services or labs could have a material adverse effect on our business, results of operations, financial condition and cash flows.

The current bundled payment system presents certain operating, clinical and financial risks, which include, without limitation:

- Risk that our rates are reduced by CMS. Uncertainty about future payment rates remains a material risk to our business. CMS publishes a final rule for the ESRD PPS each year; the final rule for 2020 was issued on October 31, 2019.

- Risk that CMS, on its own or through its contracted Medicare Administrative Contractors (MACs) or otherwise, implements Local Coverage Determinations (LCDs) or implements payment provisions, policy or regulatory mandates, including changes to the existing or future PPS, that limit our ability to either be paid for covered dialysis services or bill for treatments or other drugs and services or other rules that may impact reimbursement. Such payment rules and regulations and coverage determinations or related decisions could have an adverse impact on our operations and revenue. There is also risk commercial insurers could seek to incorporate the requirements or limitations associated with such LCDs or CMS guidance into their contracted terms with dialysis providers, which could have an adverse impact on our revenue.

- Risk that a MAC, or multiple MACs, change their interpretations of existing regulations, manual provisions and/or guidance, or seek to implement or enforce new interpretations that are inconsistent with how we have interpreted existing regulations, manual provisions and/or guidance.

- Risk that increases in our operating costs will outpace the Medicare rate increases we receive. We expect operating costs to continue to increase due to inflationary factors, such as increases in labor and supply costs, including, without limitation, increases in maintenance costs and capital expenditures to improve, renovate and maintain our facilities, equipment and information technology to meet changing regulatory requirements and business needs, regardless of whether there is a compensating inflation-based increase in Medicare payment rates or in payments under the bundled payment rate system.

- Risk of continued federal budget sequestration cuts. As a result of the Budget Control Act of 2011 and the BBA, an annual 2% reduction to Medicare payments took effect on April 1, 2013, and has been extended through 2027. These across-the-board spending cuts have affected and will continue to adversely affect our business, results of operations, financial condition and cash flows.

- Risk that failure to adequately develop and maintain our clinical systems or failure of our clinical systems to operate effectively could have a material adverse effect on our business, results of operations, financial condition and cash flows. For example, in connection with claims for which at least part of the government's payments to us is based on clinical performance or patient outcomes or co-morbidities, if our clinical systems fail to accurately capture the data we report to CMS or we otherwise have data integrity issues with respect to the reported information, we might be over-reimbursed by the government, which could subject us to liability. For example, CMS published a final rule that implemented a provision of the ACA, requiring providers to report and return Medicare and Medicaid overpayments within the later of (a) 60 days after the overpayment is identified and quantified, or (b) the date any corresponding cost report is due, if applicable. An overpayment impermissibly retained under this statute could, among other things, subject us to liability under the FCA, exclusion from participation in the federal healthcare programs, and penalties under the federal Civil Monetary Penalty statute and could adversely impact our reputation.

We are subject to similar risks for services billed separately from the ESRD bundled payment, including, without limitation, the risk that a MAC, or multiple MACs, change their interpretations of existing regulations, manual provisions and/or guidance; or seek to implement or enforce new interpretations that are inconsistent with how we have interpreted existing regulations, manual provisions and/or guidance. For additional details regarding the risks we face for failing to adhere to our Medicare and Medicaid regulatory compliance obligations, see the risk factor above under the heading *"If we fail to adhere to all of the complex governmental laws, regulations and requirements that apply to our business, we could suffer severe consequences that could have a material adverse effect on our business, results of operations, financial condition and cash flows, and could materially harm our reputation and stock price."*

In addition, changing legislation and other regulatory and executive developments have led and may continue to lead to the emergence of new models of care and other initiatives in both the government and private sector that, among other things, impact the structure of, and payment rates under, the Medicare ESRD program. For additional details regarding the risks we face for failing to adequately implement strategic initiatives to adjust to these marketplace developments, see the risk factor above under the heading *"Changes in federal and state healthcare legislation or regulations could have a material adverse effect on our business, results of operations, financial condition and cash flows."*

Moreover, the number of our patients with primary Medicare coverage may be subject to change, particularly with the upcoming January 1, 2021 effective date under the 21st Century Cures Act, which will allow Medicare-eligible individuals with ESRD to enroll in Medicare Part C Medicare Advantage (MA) managed care plans. We continue to evaluate the potential impact of this change in benefit eligibility, as there is significant uncertainty as to how many or which newly eligible ESRD patients will seek to enroll in MA plans for their ESRD benefits and how quickly any such changes would occur. If we fail to maintain contracts with MA payors with competitive rates, if our assumptions about how kidney patients will respond to the 21st Century Cures Act are incorrect or if we fail to provide education to kidney patients in the manner specified by CMS, we could be subject to certain clinical, operational, financial and legal risks, which could be material.

Changes in state Medicaid or other non-Medicare government-based programs or payment rates could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Approximately 27% of our U.S. dialysis net patient services revenues for the year ended December 31, 2019, were generated from patients who have state Medicaid or other non-Medicare government-based programs, such as coverage through the Department of Veterans Affairs (VA), as their primary coverage. As state governments and other governmental organizations face increasing budgetary pressure, we may in turn face reductions in payment rates, delays in the receipt of payments, limitations on enrollee eligibility or other changes to the applicable programs. For example, certain state Medicaid programs and the VA have recently considered, proposed or implemented payment rate reductions.

The VA adopted Medicare's bundled PPS pricing methodology for any veterans receiving treatment from non-VA providers under a national contracting initiative. Since we are a non-VA provider, these reimbursements are tied to a percentage of Medicare reimbursement, and we have exposure to any dialysis reimbursement changes made by CMS. Approximately 3% of our U.S. dialysis net patient services revenues for the year ended December 31, 2019 were generated by the VA.

In 2019, we entered into a Nationwide Dialysis Services contract with the VA that includes five separate one-year renewal periods throughout the term of the contract. The term structure is similar to our prior five-year agreement with the VA, and is consistent with VA practice for similar provider agreements. With this contract award, the VA has agreed to keep our percentage of Medicare reimbursement consistent with that under our prior agreement with the VA during the term of the contract. As with that prior agreement, this agreement provides the VA with the right to terminate the agreements without cause on short notice. Should the VA renegotiate, or not renew or cancel these agreements for any reason, we may cease accepting patients under this program and may be forced to close centers or experience lower reimbursement rates, which could have a material adverse effect on our business, results of operations, financial condition and cash flows.

State Medicaid programs are increasingly adopting Medicare-like bundled payment systems, but sometimes these payment systems are poorly defined and are implemented without any claims processing infrastructure, or patient or facility adjusters. If these payment systems are implemented without any adjusters and claims processing infrastructure, Medicaid payments will be substantially reduced and the costs to submit such claims may increase, which will have a negative impact on our business, results of operations, financial condition and cash flows. In addition, some state Medicaid program eligibility requirements mandate that citizen enrollees in such programs provide documented proof of citizenship. If our patients cannot meet these proof of citizenship documentation requirements, they may be denied coverage under these programs, resulting in decreased patient volumes and revenue. These Medicaid payment and enrollment changes, along with similar changes to other non-Medicare government programs could reduce the rates paid by these programs for dialysis and related services, delay the receipt of payment for services provided and further limit eligibility for coverage which could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Changes in clinical practices, payment rates or regulations impacting pharmaceuticals could have a material adverse effect on our business, results of operations, financial condition, and cash flows and negatively impact our ability to care for patients.

Medicare bundles certain pharmaceuticals into the ESRD PPS payment rate at industry average doses and prices. Variations above the industry average may be subject to partial reimbursement through the PPS outlier reimbursement policy.

Changes to industry averages, which can be caused by, among other things, changes in physician prescribing practices, including in response to the introduction of new drugs, treatments or technologies, changes in best and/or accepted clinical practice, changes in private or governmental payment criteria regarding pharmaceuticals, or the introduction of administration policies may negatively impact our ability to obtain sufficient reimbursement levels for the care we provide, and all of these factors could have a material adverse effect on our business, results of operations, financial condition and cash flows. Physician practice patterns, including their independent determinations as to appropriate pharmaceuticals and dosing, are subject to change, including, for example, as a result of changes in labeling of pharmaceuticals or the introduction of new pharmaceuticals. Additionally, commercial payors have increasingly examined their administration policies for pharmaceuticals and, in some cases, have modified those policies. If such policy and practice trends or other changes to private and governmental payment criteria make it more difficult to preserve our margins per treatment, it could have a material adverse effect on our business, results of operations, financial condition and cash flows. Further, increased utilization of certain pharmaceuticals whose costs are included in a bundled reimbursement rate, or decreases in reimbursement for pharmaceuticals whose costs are not included in a bundled reimbursement rate, could also have a material adverse effect on our business, results of operation, financial condition and cash flows.

Changes in regulations impacting pharmaceuticals could similarly affect our operating results. For example, as of January 1, 2018, calcimimetics became part of the Medicare Part B ESRD payment, subject to a transitional drug add-on payment adjustment (TDAPA). We implemented operational and clinical processes designed to provide the drug as required under the applicable regulations and as prescribed by physicians, and also worked to contract with payors and manufacturers to provide for access to and distribution of the drug. If the government or other payors implement new requirements for patients to receive the drug, if we are not adequately reimbursed for the cost of the drug, or the processes we have implemented to provide the drug do not perform as anticipated, then we could be subject to both financial and operational risk, among other things. During this transitional period, the wider availability of generic supplies of oral calcimimetics has driven the acquisition cost of that drug down, which will in turn continue to lower associated reimbursement rates. CMS intends to add calcimimetics into the bundle as of January 1, 2021, but at this time we cannot predict the specifics of how CMS will incorporate oral and intravenous calcimimetics into the Medicare bundle. Each of these factors could lead to significant fluctuations in our associated levels of operating income, among other things.

Similar operating and clinical rigor and processes will be needed for other potential new drugs, treatments or technologies that are approved and come onto the market. Any failure to successfully contract with manufacturers for competitive pricing, failure to successfully contract with the government or other payors for appropriate reimbursement, or failure to prepare, develop and implement processes that provide for appropriate availability and use in our clinics could have a material adverse impact on our business, results of operations, financial condition and cash flows. Additionally, as new kidney care drugs, treatments or technologies are introduced over time, we expect that the use of transitional payment adjustments to incorporate certain of these new drugs, treatments or technologies as defined by the CMS policy into the bundled Medicare Part B ESRD payment may lead to fluctuations in associated levels of operating income and risk that the reimbursement levels of such drugs, treatments or technologies may not adequately cover our cost to obtain the drug or other associated costs due to, among other things, the risk that CMS may not provide adequate funding in the Medicare Part B ESRD payment in the post-transitional period or such items are not covered by transitional add on pricing, in which case there may be less clarity on the reimbursement, either of which may in turn adversely impact our business, results of operations, financial condition and cash flows.

We may also be subject to increased inquiries or audits from a variety of governmental bodies or claims by third parties related to pharmaceuticals, which would require management's attention and could result in significant legal expense. Any negative findings could result in, among other things, substantial financial penalties or repayment obligations, the imposition of certain obligations on and changes to our practices and procedures as well as the attendant financial burden on us to comply with the obligations, or exclusion from future participation in the Medicare and Medicaid programs, and could have a material adverse effect on our business, results of operations, financial condition, cash flows and reputation. For additional details, see the risk factor under the heading *"If we fail to adhere to all of the complex governmental laws, regulations and requirements that apply to our business, we could suffer severe consequences that could have a material adverse effect on our business, results of operations, financial condition and cash flows, and could materially harm our reputation and stock price."*

If we are unable to compete successfully, including, without limitation, implementing our growth strategy and/or retaining patients and physicians willing to serve as medical directors, it could materially adversely affect our business, results of operations, financial condition and cash flows.

Patient retention and the continued referrals of patients from referral sources such as hospitals and nephrologists, as well as acquisitions are some of the important parts of our growth strategy. In our U.S. dialysis business, we continue to face intense competition from large and medium-sized providers, among others, which compete directly with us for the limited acquisition targets as well as for individual patients and physicians qualified to serve as medical directors. U.S. regulations require medical directors for each center. As we and our competitors continue to grow and open new dialysis centers, we may not be able to retain an adequate number of nephrologists to serve as medical directors. Competition in existing and expanding geographies or areas is intense, and is not limited to large competitors with substantial financial resources or to established participants in the dialysis space. We also compete with individual nephrologists who have opened their own dialysis units or facilities. Moreover, as we continue our expansion into various international markets, we will continue to face competition from large and medium-sized providers, among others, for acquisition targets.

In addition, Fresenius USA, our largest competitor, manufactures a full line of dialysis supplies and equipment in addition to owning and operating dialysis centers. This may give it cost advantages over us because of its ability to manufacture its own products or prevent us from accessing existing or new technology on a cost-effective basis. See further discussion regarding risks associated with our suppliers and new technologies under the heading *"If certain of our suppliers do not meet our needs, if there are material price increases on supplies, if we are not reimbursed or adequately reimbursed for drugs we purchase or if we are unable to effectively access new technology or superior products, it could negatively impact our ability to effectively provide the services we offer and could have a material adverse effect on our business, results of operations, financial condition and cash flows."*

In addition to traditional dialysis providers, there have been a number of announcements by non-traditional dialysis providers and others, which relate to entry into the dialysis and pre-dialysis space, the development of innovative technologies, or the commencement of new business activities that could be disruptive to the industry. Some of these new entrants have considerable financial resources. Although these and other potential competitors may face operational or financial challenges, the highly-competitive and evolving dialysis and pre-dialysis marketplaces have presented some opportunities for relative ease of entry for these and other potential competitors. As a result, we may compete with these smaller or non-traditional providers or others in an asymmetrical environment with respect to data and regulatory requirements that we face as an ESRD service provider, thereby negatively impacting our ability to effectively compete. These and other factors have continued to drive change in the dialysis and pre-dialysis space, and if we are unable to successfully adapt to these dynamics, it could have a material adverse impact on our business, results of operations, financial condition and cash flows.

Furthermore, each of the aforementioned competitive pressures and related risks may be impacted by a continued decline in the rate of growth of the ESRD patient population or other reductions in demand for dialysis treatments. Based on the recent 2019 annual data report from the United States Renal Data System (USRDS), the underlying ESRD dialysis patient population has grown at an approximate compound rate of 3.6% from 2007 to 2017 and a compound rate of 3.3% from 2012 to 2017, which suggests that the rate of growth of the ESRD patient population is declining. A number of factors may impact ESRD growth rates, including, without limitation, the aging of the U.S. population, incidence rates for diseases that cause kidney failure such as diabetes and hypertension, mortality rates for dialysis patients and growth rates of minority populations with higher than average incidence rates of ESRD. In addition, the number of kidney transplants has been increasing in recent years and the historical improvement in the mortality rate of patients with ESRD appears to be plateauing, each of which may impact ESRD growth rates. This transplant rate may continue to increase in future years, particularly in light of the recent 2019 Executive Order and CMMI's proposed new goals and measures to increase access to kidney transplants. In addition, one of the stated goals of the 2019 Executive Order and CMMI's proposed rule is to reduce ESRD. For additional information, see the discussion under the heading *"Changes in the structure of and payment rates under the Medicare ESRD program could have a material adverse effect on our business, results of operations, financial condition and cash flows."*

If we are not able to effectively implement our growth strategy, including by making acquisitions at the desired pace or at all; if we are not able to continue to maintain the expected or desired level of non-acquired growth; or if we experience significant patient attrition either as a result of new business activities in the dialysis or pre-dialysis space by our existing competitors, other market participants, new entrants, new technology or other forms of competition, or as a result of reductions in demand for dialysis treatments, including, without limitation, reduced prevalence of ESRD or an increase in the number of kidney transplants, it could materially adversely affect our business, results of operations, financial condition and cash flows.

We may engage in acquisitions, mergers, joint ventures or dispositions, which may materially affect our results of operations, debt-to-capital ratio, capital expenditures or other aspects of our business, and, under certain circumstances, could have a material adverse effect on our business, results of operations, financial condition and cash flows and could materially harm our reputation.

Our business strategy includes growth through acquisitions of dialysis centers and other businesses, as well as through entry into joint ventures. We may engage in acquisitions, mergers, joint ventures or dispositions or expand into new business lines or models, which may affect our results of operations, debt-to-capital ratio, capital expenditures or other aspects of our business. There can be no assurance that we will be able to identify suitable acquisition targets or merger partners or buyers for dispositions or that, if identified, we will be able to agree to terms with merger partners, acquire these targets or make these dispositions on acceptable terms or on the desired timetable. There can also be no assurance that we will be successful in completing any acquisitions, mergers or dispositions that we announce, executing new business lines or models or integrating any acquired business into our overall operations. There is no guarantee that we will be able to operate acquired businesses successfully as stand-alone businesses, or that any such acquired business will operate profitably or will not otherwise have a material adverse effect on our business, results of operations, financial condition and cash flows or materially harm our reputation. In addition, acquisition, merger or joint venture activity conducted as part of our overall growth strategy is subject to antitrust and competition laws, and antitrust regulators can investigate future (or pending) and consummated transactions. These laws could impact our ability to pursue these transactions, and under certain circumstances, could result in mandated divestitures, among other things. If a proposed transaction or series of transactions is subject to challenge under antitrust or competition laws, we may incur substantial legal costs, management's attention and resources may be diverted, and if we are found to have violated these or other related laws, regulations or requirements, we could suffer severe consequences that could have a material adverse effect on our business, results of operations, financial condition and cash flows and could materially harm our reputation and stock price. For additional detail, see the discussion under the heading "*If we fail to adhere to all of the complex governmental laws, regulations and requirements that apply to our business, we could suffer severe consequences that could have a material adverse effect on our business, results of operations, financial condition and cash flows, and could materially harm our reputation and stock price.*" Further, we cannot be certain that key talented individuals at the business being acquired will continue to work for us after the acquisition or that they will be able to continue to successfully manage or have adequate resources to successfully operate any acquired business. In addition, certain of our acquired dialysis centers and facilities have been in service for many years, which may result in a higher level of maintenance costs. Further, our facilities, equipment and information technology may need to be improved or renovated to maintain or increase operational efficiency, compete for patients and medical directors, or meet changing regulatory requirements. Increases in maintenance costs and any continued increases in capital expenditures could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Businesses we acquire may have unknown or contingent liabilities or liabilities that are in excess of the amounts that we originally estimated, and may have other issues, including, without limitation, those related to internal controls over financial reporting or issues that could affect our ability to comply with healthcare laws and regulations and other laws applicable to our expanded business, which could harm our reputation. As a result, we cannot make any assurances that the acquisitions we consummate will be successful. Although we generally seek indemnification from the sellers of businesses we acquire for matters that are not properly disclosed to us, we are not always successful. In addition, even in cases where we are able to obtain indemnification, we may discover liabilities greater than the contractual limits, the amounts held in escrow for our benefit (if any), or the financial resources of the indemnifying party. In the event that we are responsible for liabilities substantially in excess of any amounts recovered through rights to indemnification or alternative remedies that might be available to us, or any applicable insurance, we could suffer severe consequences that would have a material adverse effect on our business, results of operations, financial condition and cash flows and could materially harm our reputation.

We have in the past decided, and may in the future decide, to dispose of certain assets or businesses, such as the disposition of our DMG business, which we completed in June 2019. The sale of DMG results in a less diversified portfolio of businesses, and we have a greater dependency on the performance of our kidney care business for our financial results, which makes us more susceptible to market fluctuations and other adverse events than if we had retained the DMG business.

In addition, under the terms of the equity purchase agreement in connection with the DMG sale agreement, as amended (the DMG sale agreement) (and subject to the limitations therein), we agreed to certain indemnification obligations. As a result,

we may become obligated to make payments to the buyer relating to our previous ownership and operation of the DMG business. Claims giving rise to these potential payments include, without limitation, claims related to breaches of our representations and warranties and covenants, including claims for breaches of our representations and warranties regarding compliance with law, litigation, absence of undisclosed liabilities, employee benefit matters, labor matters, or taxes, among others, and other claims for which we provided the buyer with a special indemnity. Any such post-closing liabilities and required payments under the DMG sale agreement, or otherwise, or in connection with any other past or future disposition of material assets or businesses could individually or in the aggregate have a material adverse effect on our business, results of operations, financial condition and cash flows and could materially harm our reputation. Further, the purchase price in the DMG sale agreement is subject to customary post-closing adjustments, including, without limitation, as a result of certain net working capital adjustments. We are currently engaged with Optum concerning what, if any, net working capital adjustment or other potential adjustments to the purchase price are appropriate, via the process set forth in the DMG sale agreement. Any negative adjustments to the purchase price, including, without limitation, as a result of this ongoing engagement with Optum, could result in a material adverse change in the amount of consideration that we are able to retain.

Additionally, joint ventures, including, without limitation, our Asia Pacific joint venture, and minority investments inherently involve a lesser degree of control over business operations, thereby potentially increasing the financial, legal, operational and/or compliance risks associated with the joint venture or minority investment. In addition, we may be dependent on joint venture partners, controlling shareholders or management who may have business interests, strategies or goals that are inconsistent with ours. Business decisions or other actions or omissions of the joint venture partner, controlling shareholders or management may require us to make capital contributions or necessitate other payments, result in litigation or regulatory action against us, result in reputational harm to us or adversely affect the value of our investment or partnership, among other things. In addition, we have potential obligations to purchase the interests held by third parties in many of our joint ventures as a result of put provisions that are exercisable at the third party's discretion within specified time periods, pursuant to the applicable agreement. If these put provisions were exercised, we would be required to purchase the third party owner's equity interest, generally at the appraised market value. There can be no assurances that these joint ventures and/or minority investments, including, without limitation, our Asia Pacific joint venture, ultimately will be successful.

If certain of our suppliers do not meet our needs, if there are material price increases on supplies, if we are not reimbursed or adequately reimbursed for drugs we purchase or if we are unable to effectively access new technology or superior products, it could negatively impact our ability to effectively provide the services we offer and could have a material adverse effect on our business, results of operations, financial condition and cash flows.

We have significant suppliers, with a substantial portion of our total vendor spend concentrated with a limited number of third party suppliers. These third party suppliers include, without limitation, suppliers of pharmaceuticals that may be the primary source of products critical to the services we provide, or to which we have committed obligations to make purchases, sometimes at particular prices. If any of these suppliers do not meet our needs for the products they supply, including, without limitation, in the event of a product recall, shortage or dispute, and we are not able to find adequate alternative sources, if we experience material price increases from these suppliers that we are unable to mitigate, or if some of the drugs that we purchase from our suppliers are not reimbursed or not adequately reimbursed by commercial or government payors, or if we are unable to secure products, including pharmaceuticals at competitive rates and within the desired time frame, it could have a material adverse impact on our business, results of operations, financial condition and cash flows. In addition, the technology related to the products critical to the services we provide is subject to new developments which may result in superior products. If we are not able to access superior products on a cost-effective basis or if suppliers are not able to fulfill our requirements for such products, we could face patient attrition and other negative consequences which could have a material adverse effect on our business, results of operations, financial condition and cash flows.

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

We have a substantial amount of indebtedness outstanding and we may incur substantial additional indebtedness in the future, including indebtedness incurred to finance repurchases of our common stock pursuant to our share repurchase authorization discussed under "Stock Repurchases" in Part II, Item 7, *"Management's Discussion and Analysis of Financial Condition and Results of* Operations." As described in Note 13 to the consolidated financial statements included in this report, we are party to a $5.5 billion senior secured credit agreement (the Credit Agreement), which consists of a secured term loan A facility in the aggregate principal amount of $1.75 billion with a delayed draw feature, a secured term loan B facility in the aggregate principal amount of approximately $2.75 billion and a secured revolving line of credit in the aggregate principal amount of $1 billion. Our long-term indebtedness also includes $3.25 billion aggregate principal amount of senior notes.

If we are unable to generate sufficient cash to service our indebtedness and for other intended purposes, it could, for example:

- make it difficult for us to make payments on our debt;
- increase our vulnerability to general adverse economic and industry conditions;
- require us to dedicate a substantial portion of our cash flows from operations to payments on our indebtedness, thereby reducing the availability of our cash flow to fund working capital, capital expenditures, acquisitions and investments, repurchases of stock at the levels intended or announced, or at all, and other general corporate purposes;
- limit our flexibility in planning for, or reacting to, changes in our business and the markets in which we operate;
- expose us to interest rate volatility that could adversely affect our business, results of operations, financial condition and cash flows, and our ability to service our indebtedness;
- place us at a competitive disadvantage compared to our competitors that have less debt; and
- limit our ability to borrow additional funds, or to refinance existing debt on favorable terms when otherwise available or at all.

In addition, we may continue to incur indebtedness in the future, and the amount of that additional indebtedness may be substantial. Although the indentures governing our senior notes and the Credit Agreement include covenants that could limit our indebtedness, we currently have, and expect to continue to have, the ability to incur substantial additional debt. The risks described in this risk factor could intensify as new debt is added to current debt levels.

Our senior secured credit facilities bear, and other indebtedness we may incur in the future may bear, interest at a variable rate. As a result, at any given time interest rates on the senior secured credit facilities and any other variable rate debt could be higher or lower than current levels. If interest rates increase, our debt service obligations on our variable rate indebtedness will increase even though the amount borrowed remains the same, and therefore net income and associated cash flows, including cash available for servicing our indebtedness, will correspondingly decrease.

Our indebtedness levels and the required payments on such indebtedness may also be impacted by expected reforms related to LIBOR. The variable interest rates payable under our senior secured credit facilities are linked to LIBOR as the benchmark for establishing such rates. Recent national, international and other regulatory guidance and reform proposals regarding LIBOR are expected to ultimately cause LIBOR to be discontinued or become unavailable as a rate benchmark. This resultant uncertainty may cause LIBOR to perform differently than in the past. The consequences of these developments with respect to LIBOR cannot be entirely predicted, but could disrupt the financial and credit markets or adversely affect the variable interest rates associated with our current or future indebtedness. Our senior secured credit facilities include mechanics to facilitate the adoption by us and our lenders of an alternative benchmark rate for use in place of LIBOR; however, no assurance can be made that we and our lenders will agree on such an alternative rate and, even if agreed upon, such alternative rate may not perform in a manner similar to LIBOR and may result in interest rates that are higher or lower than those that would have resulted had LIBOR remained in effect.

Our ability to make payments on our indebtedness, to fund planned capital expenditures and expansion efforts, including, without limitation, any strategic acquisitions we may make in the future, to repurchase our stock at the levels intended or announced and to meet our other liquidity needs, will depend on our ability to generate cash. This depends not only on the success of our business but is also subject to economic, financial, competitive, regulatory and other factors that are beyond our control. With the closing of the sale of DMG, our cash flows have been reduced accordingly. We cannot provide assurances that our business will generate sufficient cash flows from operations in the future or that future borrowings will be available to us in amounts sufficient to enable us to service our indebtedness or to fund our working capital and other liquidity needs, including those described above. If we are unable to generate sufficient funds to service our outstanding indebtedness or to meet our working capital or other liquidity needs, including those described above, we would be required to refinance, restructure, or otherwise amend some or all of such indebtedness, sell assets, change or reduce our intended or announced uses or strategy for capital deployment, including, without limitation, for stock repurchases, reduce capital expenditures, planned expansions or other strategic initiatives, or raise additional cash through the sale of our equity or equity-related securities. We cannot make any assurances that any such refinancing, restructurings, amendments, sales of assets, or issuances of equity or equity-related securities can be accomplished or, if accomplished, will be on favorable terms or would raise sufficient funds to meet these obligations or our other liquidity needs. Any failure to pay any of our indebtedness when due could have a material adverse effect on our business, results of operations, financial condition and cash flows, and could trigger cross default or cross

acceleration provisions in our other debt instruments, thereby permitting the holders of that other indebtedness to demand immediate repayment, and, in the case of secured indebtedness, to take possession of and sell the collateral securing such indebtedness to satisfy our obligations.

The borrowings under our current senior secured credit facilities and senior indentures are guaranteed by certain of our domestic subsidiaries, and borrowings under our senior secured credit facilities are secured by substantially all of our and certain of our domestic subsidiaries' assets. Such guarantees and the fact that we have pledged such assets may make it more difficult and expensive for us to make, or under certain circumstances could effectively prevent us from making, additional secured and unsecured borrowings.

We may be subject to liability claims for damages and other expenses that are not covered by insurance or exceed our existing insurance coverage that could have a material adverse effect on our business, results of operations, financial condition, cash flows and reputation.

Our operations and how we manage our business may subject us, as well as our officers and directors to whom we owe certain defense and indemnity obligations, to litigation and liability for damages. Our business, profitability and growth prospects could suffer if we face negative publicity or we pay damages or defense costs in connection with a claim that is outside the scope or limits of coverage of any applicable insurance coverage, including, without limitation, claims related to adverse patient events, cybersecurity incidents, contractual disputes, antitrust and competition laws and regulations, professional and general liability and directors' and officers' duties. In addition, we have received notices of claims from commercial payors and other third parties, as well as subpoenas and CIDs from the federal government, related to our business practices, including, without limitation, our historical billing practices and the historical billing practices of acquired businesses. Although the ultimate outcome of these claims cannot be predicted, an adverse result with respect to one or more of these claims could have a material adverse effect on our business, results of operations, financial condition and cash flows. We maintain insurance coverage for those risks we deem are appropriate to insure against and make determinations about whether to self-insure as to other risks or layers of coverage. However, a successful claim, including, without limitation, a professional liability, malpractice or negligence claim or a claim related to a cybersecurity incident, which is in excess of any applicable insurance coverage, or that is subject to our self-insurance retentions, could have a material adverse effect on our business, results of operations, financial condition, cash flows and reputation.

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

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

Expansion of our operations to and offering our services in markets outside of the U.S. subjects us to political, economic, legal, operational and other risks that could have a material adverse effect on our business, results of operations, financial condition, cash flows and reputation.

We are continuing to expand our operations by offering our services and entering new lines of business in certain markets outside of the U.S., which increases our exposure to the inherent risks of doing business in international markets. Depending on the market, these risks include those relating to:

- changes in the local economic environment;
- political instability, armed conflicts or terrorism;
- public health crises, such as pandemics or epidemics;
- social changes;
- intellectual property legal protections and remedies;
- trade regulations;

- procedures and actions affecting approval, production, pricing, reimbursement and marketing of products and services;
- foreign currency;
- additional U.S. and foreign taxes;
- export controls;
- antitrust and competition laws and regulations;
- lack of reliable legal systems which may affect our ability to enforce contractual rights;
- changes in local laws or regulations, or interpretation or enforcement thereof;
- potentially longer ramp-up times for starting up new operations and for payment and collection cycles;
- financial and operational, and information technology systems integration;
- failure to comply with U.S. laws, such as the FCPA, or local laws that prohibit us, our partners, or our partners' or our agents or intermediaries from making improper payments to foreign officials or any third party for the purpose of obtaining or retaining business; and
- data and privacy restrictions.

Issues relating to the failure to comply with applicable non-U.S. laws, requirements or restrictions may also impact our domestic business and/or raise scrutiny on our domestic practices.

Additionally, some factors that will be critical to the success of our international business and operations will be different than those affecting our domestic business and operations. For example, conducting international operations requires us to devote significant management resources to implement our controls and systems in new markets, to comply with local laws and regulations, including to fulfill financial reporting requirements, and to overcome the numerous new challenges inherent in managing international operations, including, without limitation, challenges based on differing languages and cultures, challenges related to establishing clinical operations in differing regulatory and compliance environments, and challenges related to the timely hiring, integration and retention of a sufficient number of skilled personnel to carry out operations in an environment with which we are not familiar.

Any expansion of our international operations through acquisitions or through organic growth could increase these risks. Additionally, while we may invest material amounts of capital and incur significant costs in connection with the growth and development of our international operations, including to start up or acquire new operations, we may not be able to operate them profitably on the anticipated timeline, or at all.

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

Delays in state Medicare and Medicaid certification, changes to other enrollment/provider requirements and/or anything impacting the licensing of our dialysis centers could adversely affect our business, results of operations, financial condition, cash flows and reputation.

Before we can begin billing for patients treated in our outpatient dialysis centers who are enrolled in government-based programs, we are required to obtain state and federal certification for participation in the Medicare and Medicaid programs. As state agencies responsible for surveying dialysis centers on behalf of the state and Medicare program face increasing budgetary pressure, certain states are having difficulty keeping up with certifying dialysis centers in the normal course resulting in significant delays in certification. If state governments continue to have difficulty keeping up with certifying new centers in the normal course and we continue to experience significant delays in our ability to treat and bill for services provided to patients covered under government programs, it could cause us to incur write-offs of investments in the event we have to close centers or our centers' operating performance deteriorates, and it could have an adverse effect on our business, results of operations, financial condition and cash flows. The BBA passed in February 2018 allows organizations approved by the HHS to accredit dialysis facilities and imposes certain timing requirements regarding the initiation of initial surveys to determine if certain conditions and requirements for payment have been satisfied. While we have made use of these HHS-approved parties for accreditation on a case-by-case basis, there can be no assurance that such changes will significantly reduce or eliminate certification and licensure delays over the long term. In addition to certifications for Medicare and Medicaid, some states have

licensing requirements for ESRD facilities. Delays in licensure, denials of licensure, or withdrawal of licensure could also adversely affect our business, results of operations, financial condition and cash flows.

In addition, in November 2019, CMS finalized a Provider Enrollment Rule creating new onerous disclosure obligations for all providers enrolled in Medicare, Medicaid and the Children's Health Insurance Plan (CHIP). The final rule imposes a stronger revocation authority and increases the bar for re-enrollment for providers who submit incomplete or inaccurate information or who have affiliations with other providers that CMS has determined pose undue risk of fraud, waste or abuse. If we fail to comply with these and other applicable requirements on our licensure and certification programs, particularly in light of increased penalties that include a 10-year ban to re-enrollment, under certain circumstances it could have a material adverse on our business, results of operations, financial condition, cash flows and reputation.

If our joint ventures were found to violate the law, we could suffer severe consequences that would have a material adverse effect on our business, results of operations, financial condition and cash flows.

As of December 31, 2019, we owned a controlling interest in numerous dialysis-related joint ventures, which represented approximately 26% of our U.S. dialysis revenues for the year ended December 31, 2019. In addition, we also owned noncontrolling equity investments in several other dialysis related joint ventures. We expect to continue to increase the number of our joint ventures. Many of our joint ventures with physicians or physician groups also have certain physician owners providing medical director services to centers we own and operate. Because our relationships with physicians are governed by the federal and state anti-kickback statutes, we have sought to structure our joint venture arrangements to satisfy as many federal safe harbor requirements as we believe are commercially reasonable. Our joint venture arrangements do not satisfy all of the elements of any safe harbor under the federal Anti-Kickback Statute, however, and therefore are susceptible to government scrutiny. For example, in October 2014, we entered into a settlement agreement to resolve the then pending 2010 and 2011 U.S. Attorney physician relationship investigations regarding certain of our joint ventures and paid $406 million in settlement amounts, civil forfeiture, and interest to the U.S. and certain states. For further details on the settlement agreement, see the risk factor under the heading *"If we fail to adhere to all of the complex governmental laws, regulations and requirements that apply to our business, we could suffer severe consequences that could have a material adverse effect on our business, results of operations, financial condition and cash flows, and could materially harm our reputation and stock price."*

There are significant risks associated with estimating the amount of dialysis revenues and related refund liabilities that we recognize, and if our estimates of revenues and related refund liabilities are materially inaccurate, it could impact the timing and the amount of our revenues recognition or have a material adverse effect on our business, results of operations, financial condition and cash flows.

There are significant risks associated with estimating the amount of U.S. dialysis net patient services revenues and related refund liabilities that we recognize in a reporting period. The billing and collection process is complex due to ongoing insurance coverage changes, geographic coverage differences, differing interpretations of contract coverage and other payor issues, such as ensuring appropriate documentation. Determining applicable primary and secondary coverage for approximately 206,900 U.S. patients at any point in time, together with the changes in patient coverage that occur each month, requires complex, resource-intensive processes. Errors in determining the correct coordination of benefits may result in refunds to payors. Revenues associated with Medicare and Medicaid programs are also subject to estimating risk related to the amounts not paid by the primary government payor that will ultimately be collectible from other government programs paying secondary coverage, the patient's commercial health plan secondary coverage or the patient. Collections, refunds and payor retractions typically continue to occur for up to three years and longer after services are provided. We generally expect our range of U.S. dialysis net patient services revenues estimating risk to be within 1% of net revenues for the segment. If our estimates of U.S. dialysis net patient services revenues and related refund liabilities are materially inaccurate, it could impact the timing and the amount of our revenues recognition and have a material adverse impact on our business, results of operations, financial condition and cash flows.

Our ancillary services and strategic initiatives, including, without limitation, our international operations, that we operate or invest in now or in the future may generate losses and may ultimately be unsuccessful. In the event that one or more of these activities is unsuccessful, our business, results of operations, financial condition and cash flows may be negatively impacted and we may have to write off our investment and incur other exit costs.

Our ancillary services and strategic initiatives are subject to many of the same risks, regulations and laws, as described in the risk factors related to our dialysis business set forth in this Part II, Item 1A, and are also subject to additional risks, regulations and laws specific to the nature of the particular strategic initiative. We expect to add additional service offerings to our business and pursue additional strategic initiatives in the future as circumstances warrant, which could include healthcare services not related to dialysis. Many of these initiatives require or would require investments of both management and financial resources and can generate significant losses for a substantial period of time and may not become profitable in the

expected timeframe or at all. There can be no assurance that any such strategic initiative will ultimately be successful. Any significant change in market conditions, or business performance, or in the political, legislative or regulatory environment, may impact the economic viability of any of these strategic initiatives. For example, changes in the oral pharmacy space, including reimbursement rate pressures, negatively impacted the economics of our pharmacy services business. As a result, in the second half of 2018 we transitioned the customer service and fulfillment functions of this business to third parties and wound down our distribution operation, which resulted in a decrease in revenues and costs. In 2018, we recognized restructuring charges of $11 million and incurred asset impairment charges of $17 million related to the restructuring of our pharmacy business.

If any of our ancillary services or strategic initiatives, including our international operations, are unsuccessful, it would have a negative impact on our business, results of operations, financial condition and cash flows, and we may determine to exit that line of business. We could incur significant termination costs if we were to exit certain of these lines of business. In addition, we may incur a material write-off or an impairment of our investment, including, without limitation, goodwill or other assets, in one or more of our ancillary services or strategic initiatives. In that regard, we have taken, and may in the future take, impairment and restructuring charges in addition to those described above related to our ancillary services and strategic initiatives, including, without limitation, in our international and pharmacy businesses.

If a significant number of physicians were to cease referring patients to our dialysis centers, whether due to law, rule or regulation, new competition, a perceived decrease in the quality of service levels at our centers or other reasons, it would have a material adverse effect on our business, results of operations, financial condition and cash flows.

Physicians, including medical directors, choose where they refer their patients. Some physicians prefer to have their patients treated at dialysis centers where they or other members of their practice supervise the overall care provided as medical director of the center. As a result, referral sources for many of our centers include the physician or physician group providing medical director services to the center.

Our medical director contracts are for fixed periods, generally ten years, and at any given time a large number of them could be up for renewal at the same time. Medical directors have no obligation to extend their agreements with us and, under certain circumstances, our former medical directors may choose to provide medical director services for competing providers or establish their own dialysis centers in competition with ours. Neither our current nor former medical directors have an obligation to refer their patients to our centers. In addition, there are a number of new entrants into the dialysis space, and physicians, including medical directors, may refer patients to these new entrants rather than the Company.

The aging of the nephrologist population and opportunities presented by our competitors may negatively impact a medical director's decision to enter into or extend his or her agreement with us. Moreover, a perceived decrease in the quality of service levels at our centers or different affiliation models in the changing healthcare environment that limit a nephrologist's choice in where he or she can refer patients, such as an increase in the number of physicians becoming employed by hospitals, may limit a nephrologist's ability or desire to refer patients to our centers or otherwise negatively impact treatment volumes.

In addition, if the terms of any existing agreement are found to violate applicable laws, there can be no assurances that we would be successful in restructuring the relationship, which would lead to the early termination of the agreement. If we are unable to obtain qualified medical directors to provide supervision of the operations and care provided at our dialysis centers, it could affect physicians' desire to refer patients to our dialysis centers. If a significant number of physicians were to cease referring patients to our dialysis centers, it would have a material adverse effect on our business, results of operations, financial condition and cash flows.

If our labor costs continue to rise, including due to shortages, changes in certification requirements and higher than normal turnover rates in skilled clinical personnel; or currently pending or future rules, regulations, legislation or initiatives impose additional requirements or limitations on our operations or profitability; or, if we are unable to attract and retain key leadership talent, we may experience disruptions in our business operations and increases in operating expenses, among other things, which could have a material adverse effect on our business, results of operations, financial condition and cash flows.

We face increasing labor costs generally, and in particular, we continue to face increased labor costs and difficulties in hiring nurses due to a nationwide shortage of skilled clinical personnel. We compete for nurses with hospitals and other healthcare providers. This nursing shortage may limit our ability to expand our operations. Furthermore, changes in certification requirements can impact our ability to maintain sufficient staff levels, including to the extent our teammates are not able to meet new requirements, among other things. In addition, if we experience a higher than normal turnover rate for our skilled clinical personnel, our operations and treatment growth may be negatively impacted, which could adversely affect our business, results of operations, financial condition and cash flows. We also face competition in attracting and retaining talent for key leadership positions. If we are unable to attract and retain qualified individuals, we may experience disruptions in our

business operations, including, without limitation, our ability to achieve strategic goals, which could have a material adverse effect on our business, results of operations, financial condition and cash flows.

In addition, proposed ballot initiatives or referendums, legislation, regulations or policy changes could cause us to incur substantial costs to challenge and prepare for and, if implemented, impose additional requirements on our operations, including, without limitation, increases in the required staffing levels or staffing ratios for clinical personnel, minimum transition times between treatments, limits on how much patients may be charged for care, limitations as to the amount that can be spent on certain medical costs, and limitations on the amount of revenue that providers can retain. Changes such as those mandated by proposed ballot initiatives or referendums, legislation, regulations or policy changes could materially reduce our revenues and increase our operating and other costs, require us to close or consolidate existing dialysis centers, postpone or not build new dialysis centers, reduce shifts or negatively impact employee relations, treatment growth and productivity, and could have a material adverse effect on our business, results of operations, financial condition and cash flows. Additionally, there can be no assurances that we would be successful in staffing our clinics to any new, elevated staffing levels, in particular given the ongoing nationwide shortage of healthcare workers, especially nurses. For additional information on these risks, see the risk factor under the heading *"Changes in federal and state healthcare legislation or regulations could have a material adverse effect on our business, results of operations, financial condition and cash flows."*

Our business is labor intensive and could be materially adversely affected if we are unable to attract and retain employees or if union organizing activities or legislative or other changes result in significant increases in our operating costs or decreases in productivity.

Our business is labor intensive, and our financial and operating results have been and continue to be subject to variations in labor-related costs, productivity and the number of pending or potential claims against us related to labor and employment practices. Political or other efforts at the national or local level could result in actions or proposals that increase the likelihood of success of union organizing activities at our facilities and ongoing union organizing activities at our facilities could continue or increase for other reasons. We could experience an upward trend in wages and benefits and labor and employment claims, including, without limitation, the filing of class action suits, or adverse outcomes of such claims, or face work stoppages. In addition, we are and may continue to be subject to targeted corporate campaigns by union organizers in response to which we have been and may continue to be required to expend substantial resources, both time and financial. Any of these events or circumstances could have a material adverse effect on our employee relations, treatment growth, productivity, business, results of operations, financial condition and cash flows.

Failing to effectively maintain, operate or upgrade our information systems or those of third-party service providers upon which we rely, including, without limitation, our clinical, billing and collections systems could materially adversely affect our business, results of operations, financial condition and cash flows.

Our business depends significantly on effective information systems. Our information systems require an ongoing commitment of significant resources to maintain and enhance existing systems and develop or contract for new systems in order to keep pace with continuing changes in information processing technology, emerging cybersecurity risks and threats, evolving industry, legal and regulatory standards and requirements, and new models of care, and other changes in our business, among other things. There can be no assurances that we will ultimately realize anticipated benefits from investments in new or existing information systems. In addition, we may from time to time obtain significant portions of our systems-related support, technology or other services from independent third parties, which may make our operations vulnerable if such third parties fail to perform adequately.

Failure to successfully implement, operate and maintain effective and efficient information systems with adequate technological capabilities, deficiencies or defects in the systems and related technology, or our failure to efficiently and effectively consolidate our information systems to eliminate redundant or obsolete applications, could result in competitive disadvantages, which could have a material adverse effect on our business, financial condition and results of operations. For additional information on the risks we face in a highly competitive market, see the risk factor under the heading, *"If we are unable to compete successfully, including, without limitation, implementing our growth strategy and/or retaining patients and physicians willing to serve as medical directors, it could materially adversely affect our business, results of operations, financial condition and cash flows."* If the information we rely upon to run our business were found to be inaccurate or unreliable or if we or third parties on which we rely fail to adequately maintain our information systems and data integrity effectively, whether due to software deficiencies, human coding or implementation error or otherwise, we could experience difficulty meeting clinical outcome goals, face regulatory problems, including sanctions and penalties, incur increases in operating expenses or suffer other adverse consequences, any of which could be material. Moreover, failure to adequately protect and maintain the integrity of our information systems (including our networks) and data, or information systems and data hosted by third parties upon which we rely, could subject us to severe consequences as described in the risk factor under the heading *"Privacy and information security laws are complex, and if we fail to comply with applicable laws, regulations and*

standards, including with respect to third-party service providers that utilize sensitive personal information on our behalf, or if we fail to properly maintain the integrity of our data, protect our proprietary rights to our systems or defend against cybersecurity attacks, we may be subject to government or private actions due to privacy and security breaches, any of which could have a material adverse effect on our business, results of operations, financial condition and cash flows or materially harm our reputation."

Our billing system, among others, is critical to our billing operations. If there are defects in the billing system, or billing systems or services of third parties upon which we rely, we may experience difficulties in our ability to successfully bill and collect for services rendered, including, without limitation, a delay in collections, a reduction in the amounts collected, increased risk of retractions from and refunds to commercial and government payors, an increase in our provision for uncollectible accounts receivable and noncompliance with reimbursement laws and related requirements, any or all of which could materially adversely affect our results of operations.

In the clinical environment, a failure of our clinical systems, or the systems of our third-party service providers, to operate effectively could have a material adverse effect on our business, the clinical care provided to patients, results of operations, financial condition and cash flows. For example, in connection with claims for which at least part of the government's payments to us is based on clinical performance or patient outcomes or co-morbidities, if relevant clinical systems fail to accurately capture the data we report to CMS or we otherwise have data integrity issues with respect to the reported information, this could impact our payments from government payors as well as our ability to retain funds paid to us based on the inaccurate information.

Additionally, we expect the highly competitive environment in which we operate to become increasingly more competitive as the market evolves and new technologies are introduced. This dynamic environment requires continuous investment in new technologies and clinical applications. Machine learning and artificial intelligence are increasingly driving innovations in technology, and parts of our operations may employ robotics. If these technologies or applications fail to operate as anticipated or do not perform as specified, including due to potential design defects and defects in the development of algorithms or other technologies, human error or otherwise, our clinical operations, business and reputation may be harmed. If we are unable to successfully maintain, operate or implement such technologies or applications in our clinical operations and laboratory, we may be, among other things, unable to efficiently adapt to evolving laws and requirements, unable to remain competitive with others who successfully implement and advance this technology, subject to increased risk under existing laws, regulations and requirements that apply to our business, and our patients' safety may be adversely impacted, any of which could have a material adverse impact on our business, results of operations and financial condition and could materially harm our reputation. For additional detail, see the discussion in the risk factor under the heading *"If we fail to adhere to all of the complex governmental laws, regulations and requirements that apply to our business, we could suffer severe consequences that could have a material adverse effect on our business, results of operations, financial condition and cash flows, and could materially harm our reputation and stock price."*

Disruptions in federal government operations and funding create uncertainty in our industry and could have a material adverse effect on our business, results of operations, financial condition and cash flows.

A substantial portion of our revenues is dependent on federal healthcare program reimbursement, and any disruptions in federal government operations could have a material adverse effect on our business, results of operations, financial condition and cash flows. If the U.S. government defaults on its debt, there could be broad macroeconomic effects that could raise our cost of borrowing funds, and delay or prevent our future growth and expansion. Any future federal government shutdown, U.S. government default on its debt and/or failure of the U.S. government to enact annual appropriations could have a material adverse effect on our business, results of operations, financial condition and cash flows. Additionally, disruptions in federal government operations may negatively impact regulatory approvals and guidance that are important to our operations, and create uncertainty about the pace of upcoming regulatory developments.

We could be subject to adverse changes in tax laws, regulations and interpretations or challenges to our tax positions.

We are subject to tax laws and regulations of the U.S. federal, state and local governments as well as various foreign jurisdictions. We compute our income tax provision based on enacted tax rates in the jurisdictions in which we operate. As the tax rates vary among jurisdictions, a change in earnings attributable to the various jurisdictions in which we operate could result in an unfavorable or favorable change in our overall tax provision.

From time to time, changes in tax laws or regulations may be proposed or enacted that could adversely affect our overall tax liability. There can be no assurance that changes in tax laws or regulations, both within the U.S. and the other jurisdictions in which we operate, will not materially and adversely affect our effective tax rate, tax payments, results of operations, financial condition and cash flows. Similarly, changes in tax laws and regulations that impact our patients, business partners and counterparties or the economy generally may also impact our results of operations, financial condition and cash flows.

In addition, tax laws and regulations are complex and subject to varying interpretations, and any significant failure to comply with applicable tax laws and regulations in all relevant jurisdictions could give rise to substantial penalties and liabilities. We are regularly subject to audits by tax authorities. For example, we are currently under audit by the Internal Revenue Service for the years 2014–2017, among other things. Although we believe our tax estimates and related reporting are appropriate, the final determination of this and other tax audits and any related litigation could be materially different from our historical income tax provisions and accruals. Any changes in enacted tax laws (such as the recent U.S. tax legislation), rules or regulatory or judicial interpretations; any adverse development or outcome in connection with tax audits in any jurisdiction; or any change in the pronouncements relating to accounting for income taxes could materially and adversely impact our effective tax rate, tax payments, results of operations, financial condition and cash flows.

Laws regulating the corporate practice of medicine could restrict the manner in which our subsidiaries are permitted to conduct their business, and the failure to comply with such laws could subject these entities to penalties or require a restructuring of these businesses.

Some states have laws that prohibit business entities, such as certain of our subsidiaries, including but not limited to, Nephrology Practice Solutions, Vively, VillageHealth DM (DaVita IKC), and Lifeline Vascular Access, from practicing medicine, employing physicians to practice medicine, exercising control over medical decisions by physicians (also known collectively as the corporate practice of medicine) or engaging in certain arrangements, such as fee-splitting, with physicians. In some states these prohibitions are expressly stated in a statute or regulation, while in other states the prohibition is a matter of judicial or regulatory interpretation. Some of the states in which DaVita entities currently operate, generally prohibit the corporate practice of medicine, and other states may do so in the future as well. DaVita believes it has structured its entities appropriately; however, it is possible that a state regulatory agency or a court could determine DaVita and/or associated physician entities are in violation of the corporate practice of medicine doctrine. As a result, these arrangements could be deemed invalid, potentially resulting in a loss of revenues and an adverse effect on results of operations derived from these entities.

If we fail to successfully maintain an effective internal control over financial reporting, the integrity of our financial reporting could be compromised, which could have a material adverse effect on our ability to accurately report our financial results, the market's perception of our business and our stock price.

The integration of acquisitions and addition of new business lines into our internal control over financial reporting has required and will continue to require significant time and resources from our management and other personnel and has increased and will continue to, increase our compliance costs. Failure to maintain an effective internal control environment could have a material adverse effect on our ability to accurately report our financial results, the market's perception of our business and our stock price. In addition, we could be required to restate our financial results in the event of a significant failure of our internal control over financial reporting or in the event of inappropriate application of accounting principles.

Deterioration in economic conditions, disruptions in the financial markets or the effects of natural or other disasters, political instability, public health crises or adverse weather events such as hurricanes, earthquakes, fires or flooding could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Deterioration in economic conditions could have a material adverse effect on our business, results of operations, financial condition and cash flows. Among other things, the potential decline in federal and state revenues that may result from such conditions may create additional pressures to contain or reduce reimbursements for our services from Medicare, Medicaid and other government sponsored programs. Increases in job losses in the U.S. as a result of adverse economic conditions has and may continue to result in a smaller percentage of our patients being covered by an employer group health plan and a larger percentage being covered by lower paying Medicare and Medicaid programs. Employers may also select more restrictive commercial plans with lower reimbursement rates. To the extent that payors are negatively impacted by a decline in the economy, we may experience further pressure on commercial rates, a further slowdown in collections and a reduction in the amounts we expect to collect. In addition, uncertainty in the financial markets could adversely affect the variable interest rates payable under our credit facilities or could make it more difficult to obtain or renew such facilities or to obtain other forms of financing in the future, if at all. For additional information regarding the risks related to our indebtedness, see the discussion in the risk factor under the heading *"The level of our current and future debt could have an adverse impact on our business, and our ability to generate cash to service our indebtedness and for other intended purposes depends on many factors beyond our control."*

Moreover, as of December 31, 2019, we had approximately$6.788 billion of goodwill recorded on our consolidated balance sheet. We account for impairments of goodwill in accordance with the provisions of applicable accounting guidance, and record impairment charges when and to the extent a reporting unit's carrying amount is determined to exceed its estimated fair value. We use a variety of factors to assess changes in the financial condition, future prospects and other circumstances

concerning our businesses and to estimate their fair value when applicable. These assessments and the related valuations can involve significant uncertainties and require significant judgment on various matters, some of which could be subject to reasonable disagreement.

Should our revenues and financial results be materially, unfavorably impacted due to, among other things, a worsening of the economic and employment conditions in the United States that negatively impacts reimbursement rates or the availability of insurance coverage for our patients, we may incur future charges to recognize impairment in the carrying amount of our goodwill and other intangible assets, which could have a material adverse effect on our business, results of operation and financial condition.

Further, some of our operations, including our clinical laboratory, dialysis centers and other facilities, may be adversely impacted by the effects of natural or other disasters, political instability, public health crises such as global pandemics or epidemics, or adverse weather events such as hurricanes, earthquakes, fires or flooding. Patients with chronic illness may be more susceptible to epidemics or other public health crises. Any such event or other occurrence that results in a failure of the fitness of our clinical laboratory, dialysis centers and related operations and/or other facilities or otherwise adversely impacts the safety of our teammates or patients at any of those locations could lead us to face adverse consequences, including, without limitation, compliance or regulatory investigations, any of which could materially impact our business, results of operation and financial condition, and could materially harm our reputation. For example, our clinical laboratory is located in Florida, a state that has in the past experienced and may in the future experience hurricanes. Natural or other disasters or adverse weather events could significantly damage or destroy our facilities, disrupt operations, increase our costs to maintain operations and require substantial expenditures and recovery time to fully resume operations. In addition, our presence in markets outside the U.S. may increase our exposure to certain risks related to such natural disasters, public health crises, political instability or other catastrophic event outside our control. For additional information regarding the risks related to our international business, see the discussion in the risk factor under the heading "*Expansion of our operations to and offering our services in markets outside of the U.S. subjects us to political, economic, legal, operational and other risks that could have a material adverse effect on our business, results of operations, financial condition, cash flows and reputation.*"

Any or all of these factors, as well as other consequences of these events, none of which we can currently predict, could have a material adverse effect on our business, results of operations, financial condition and cash flows or materially harm our reputation.

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

Our charter documents include provisions that may deter hostile takeovers, delay or prevent changes of control or changes in our management, or limit the ability of our stockholders to approve transactions that they may otherwise determine to be in their best interests. These include provisions prohibiting our stockholders from acting by written consent; requiring 90 days advance notice of stockholder proposals or nominations to our Board of Directors (or 120 days for nominations made using proxy access); and granting our Board of Directors the authority to issue preferred stock and to determine the rights and preferences of the preferred stock without the need for further stockholder approval.

Most of our outstanding employee stock-based compensation awards include a provision accelerating the vesting of the awards in the event of a change of control. These and any other change of control provisions may affect the price an acquirer would be willing to pay for our Company.

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

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

Item 1B. Unresolved Staff Comments.

None.

Item 2. Properties.

Our corporate headquarters are located in Denver, Colorado, consisting of one owned 240,000 square foot building and one leased 345,900 square foot location. Our headquarters are occupied by teammates engaged in management, finance, marketing, strategy, legal, compliance and other administrative functions. We lease six business offices located in California,

Pennsylvania, Tennessee and Washington for our U.S. dialysis business. Our laboratory is based in Florida where we operate our lab services out of one leased building. We also lease other administrative offices in the U.S. and worldwide.

For our U.S. dialysis business we own the land and buildings for seven outpatient dialysis centers. We also own 22 properties for development, including operating outpatient dialysis centers and properties we hold for sale. In addition, we lease a total of four owned properties to third-party tenants. Our remaining outpatient dialysis centers are located on premises that we lease.

The majority of our leases for our U.S. dialysis business cover periods from five years to 15 years and typically contain renewal options of five years to ten years at the fair rental value at the time of renewal. Our leases are generally subject to periodic consumer price index increases, or contain fixed escalation clauses. Our outpatient dialysis centers range in size from approximately 900 to 33,000 square feet, with an average size of approximately 7,700 square feet. Our international leases generally range from one to ten years.

Some of our outpatient dialysis centers are operating at or near capacity. However, we believe that we have adequate capacity within most of our existing dialysis centers to accommodate additional patient volume through increased hours and/or days of operation, or, if additional space is available within an existing facility, by adding dialysis stations. We can usually relocate existing centers to larger facilities or open new centers if existing centers reach capacity. With respect to relocating centers or building new centers, we believe that we can generally lease space at economically reasonable rates in the areas planned for each of these centers, although there can be no assurances in this regard. Expansion of existing centers or relocation of our dialysis centers is subject to review for compliance with conditions relating to participation in the Medicare ESRD program. In states that require a certificate of need or center license, additional approvals would generally be necessary for expansion or relocation.

Item 3. Legal Proceedings.

The information required by this Part I, Item 3 is incorporated herein by reference to the information set forth under the caption "Contingencies" in Note 16 to the consolidated financial statements included in this report.

Item 4. Mine Safety Disclosures.

Not applicable.

PART II

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

Our common stock is traded on the New York Stock Exchange under the symbol DVA. The closing price of our common stock on January 31, 2020 was $79.87 per share. According to Computershare, our registrar and transfer agent, as of January 31, 2020, there were8,070 holders of record of our common stock. This figure does not include the indeterminate number of beneficial holders whose shares are held of record by brokerage firms and clearing agencies.

We have not declared or paid cash dividends to holders of our common stock since 1994. We have no current plans to pay cash dividends and we are restricted from paying dividends under the terms of our senior secured credit facilities and the indentures governing our senior notes. See "Liquidity and capital resources" under "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" and the notes to the consolidated financial statements.

Stock Repurchases

The following table summarizes our repurchases of our common stock during thefourth quarter of 2019:

Period	Total number of shares purchased	Average price paid per share	Total number of shares purchased as part of publicly announced plans or programs	Approximate dollar value of shares that may yet be purchased under the plans or programs
	(dollars and shares in thousands, except for per share data)			
October 1-31, 2019	4,028	$ 57.13	4,028	$ 261,792
November 1-30, 2019	1,407	69.41	1,407	$ 1,918,055
December 1-31, 2019	2,934	73.13	2,934	$ 1,703,495
Total	8,369	$ 64.80	8,369	

The following table summarizes our repurchases of our common stock during2019:

Period	Total number of shares purchased	Average price paid per share	Total number of shares purchased as part of publicly announced plans or programs	Approximate dollar value of shares that may yet be purchased under the plans or programs
	(dollars and shares in thousands, except for per share data)			
January 1 - March 31, 2019	—	$ —	—	$ 1,355,605
April 1 - June 30, 2019	2,060	54.46	2,060	$ 1,243,416
July 1 - September 30, 2019	30,592	57.14	30,592	$ 491,917
October 1 - December 31, 2019	8,369	64.80	8,369	$ 1,703,495
Total	41,020	$ 58.57	41,020	

On July 11, 2018, our Board of Directors approved an additional share repurchase authorization in the amount of approximately$1.39 billion. This share repurchase authorization was in addition to the approximately $110 million remaining at that time under our Board of Directors' prior share repurchase authorization approved in October 2017.

Effective July 17, 2019, the Board terminated all remaining prior share repurchase authorizations available to the Company at that time and approved a new share repurchase authorization of $2.0 billion.

Effective as of the close of business on November 4, 2019, the Board terminated all remaining prior share repurchase authorizations available to us under the aforementioned July 17, 2019 authorization and approved a new share repurchase authorization of $2.0 billion. We are authorized to make purchases from time to time in the open market or in privately negotiated transactions, including without limitation, through accelerated share repurchase transactions, derivative transactions, tender offers, Rule 10b5-1 plans or any combination of the foregoing, depending upon market conditions and other considerations.

As of February 20, 2020, we have a total of$1.68 billion available under the current repurchase authorization for additional share repurchases. Although this share repurchase authorization does not have an expiration date, we remain subject to share repurchase limitations, including under the terms of our senior secured credit facilities and the indentures governing our senior notes.

Item 6. Selected Financial Data.

The following financial and operating data should be read in conjunction with "Item7. Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements filed as part of this report. The following table presents selected consolidated financial and operating data for the periods indicated:

	Year ended December 31,				
	2019	2018	2017	2016	2015
	(dollars and shares in thousands, except per share data)				
Income statement data:					
Total revenues[1]	$ 11,388,479	$ 11,404,851	$ 10,876,634	$ 10,707,467	$ 9,982,245
Operating expenses and charges[2]	9,745,162	9,879,027	9,063,879	8,677,757	8,845,479
Operating income	1,643,317	1,525,824	1,812,755	2,029,710	1,136,766
Debt expense	(443,824)	(487,435)	(430,634)	(414,116)	(408,380)
Debt prepayment, refinancing and redemption charges	(33,402)	—	—	—	(48,072)
Other income, net	29,348	10,089	17,665	7,511	8,073
Income from continuing operations before income taxes	1,195,439	1,048,478	1,399,786	1,623,105	688,387
Income tax expense[3]	279,628	258,400	323,859	431,761	207,510
Net income from continuing operations	915,811	790,078	1,075,927	1,191,344	480,877
Net (loss) income from discontinued operations, net of tax[4]	105,483	(457,038)	(245,372)	(158,262)	(53,467)
Net income	1,021,294	333,040	830,555	1,033,082	427,410
Less: Net income attributable to noncontrolling interests	(210,313)	(173,646)	(166,937)	(153,208)	(157,678)
Net income attributable to DaVita Inc.	$ 810,981	$ 159,394	$ 663,618	$ 879,874	$ 269,732
Basic income from continuing operations per share attributable to DaVita Inc.[5]	$ 4.61	$ 3.66	$ 4.78	$ 5.12	$ 1.53
Diluted income from continuing operations per share attributable to DaVita Inc.[5]	$ 4.60	$ 3.62	$ 4.71	$ 5.04	$ 1.49
Weighted average shares outstanding:[5]					
Basic	153,181	170,786	188,626	201,641	211,868
Diluted	153,812	172,365	191,349	204,905	216,252
Balance sheet data (as of period end):					
Working capital	$ 1,318,072	$ 3,532,998	$ 5,703,181	$ 1,283,784	$ 2,104,143
Total assets	$ 17,311,394	$ 19,110,252	$ 18,974,536	$ 18,755,776	$ 18,524,224
Long-term debt	$ 7,977,526	$ 8,172,847	$ 9,158,018	$ 8,944,676	$ 9,000,482
Total DaVita Inc. shareholders' equity[5]	$ 2,133,409	$ 3,703,442	$ 4,690,029	$ 4,648,047	$ 4,870,781

(1) On January 1, 2018, we adopted *Revenue from Contracts with Customers* (Topic 606) using the cumulative effect method for those contracts that were not substantially completed as of January 1, 2018. See Notes 1 and 2 of the consolidated financial statements for further discussion of our adoption of Topic 606.

(2) The following table summarizes impairment charges, gain on changes in ownership interest, legal matters accrual and settlement charges, restructuring charges and gain on settlement included in operating expenses and charges:

	Year ended December 31,				
	2019	2018	2017	2016	2015
	(in thousands)				
Certain operating expenses and charges:					
Impairment charges	$ 124,892	$ 27,969	$ 336,223	$ 43,408	$ 4,066
Gain on changes in ownership interests, net		$ (51,888)	$ (6,273)	$ (374,374)	
Legal matters accrual and settlement charges				$ 15,770	$ 517,530
Restructuring charges		$ 11,366	$ 2,700		
Gain on settlement			$ (529,504)		

(3) Tax expense for 2017 included a net tax benefit of $251,510 related to U.S. tax legislation passed in December 2017.

(4) On June 19, 2019, we completed the sale of our DMG business to Collaborative Care Holdings, LLC (Optum), a subsidiary of UnitedHealth Group Inc. Accordingly, DMG's results of operations are reported as net income (loss) from discontinued operations, net of tax for all periods presented and its assets and liabilities were classified as held for sale for the periods reported prior to close of the transaction.

(5) Share repurchases consisted of 41,020 shares of common stock for $2,402,475 in 2019, 16,844 shares of common stock for $1,153,511 in 2018, 12,967 shares of common stock for $810,949 in 2017, 16,649 shares of common stock for $1,072,377 in 2016, and 7,780 shares of common stock for $575,380 in 2015. Shares issued in connection with stock awards were 161 in 2019, 371 in 2018, 514 in 2017, 1,011 in 2016, and 1,479 in 2015.

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

Forward-looking statements

This Annual Report on Form 10-K, including this Management's Discussion and Analysis of Financial Condition and Results of Operations, contains statements that are forward-looking statements within the meaning of the federal securities laws. All statements in this report, other than statements of historical fact, are forward-looking statements. Without limiting the foregoing, statements including the words "expect," "intend," "will," "plan," "anticipate," "believe," "forecast," "guidance," "outlook," "goals," and similar expressions are intended to identify forward-looking statements. These forward-looking statements include but are not limited to statements regarding our future operations, financial condition and prospects, such as expectations for operating cash flow, estimated charges and accruals, the development of new dialysis centers and dialysis center acquisitions or other new service offerings, government and commercial payment rates, and our stock repurchase program. Our actual results and other events could differ materially from any forward-looking statements due to numerous factors that involve substantial known and unknown risks and uncertainties. These risks and uncertainties include, among other things:

- *the concentration of profits generated by higher-paying commercial payor plans for which there is continued downward pressure on realized payment rates, and a reduction in the number of patients under such plans, including as a result of restrictions or prohibitions on the use and/or availability of charitable premium assistance, which may result in the loss of revenues or patients, or our making incorrect assumptions about how our patients will respond to any change in financial assistance from charitable organizations;*
- *the extent to which the ongoing implementation of healthcare reform, or changes in or new legislation, regulations or guidance, enforcement thereof or related litigation result in a reduction in coverage or reimbursement rates for our services, a reduction in the number of patients enrolled in higher-paying commercial plans, or other material impacts to our business; or our making incorrect assumptions about how our patients will respond to any such developments;*
- *a reduction in government payment rates under the Medicare End Stage Renal Disease program or other government-based programs and the impact of the Medicare Advantage benchmark structure;*
- *risks arising from potential and proposed federal and/or state legislation, regulation, ballot, executive action or other initiatives, including such initiatives related to healthcare and/or labor matters;*
- *the impact of the political environment and related developments on the current healthcare marketplace and on our business, including with respect to the future of the Affordable Care Act, the exchanges and many other core aspects of the current healthcare marketplace;*
- *our ability to successfully implement our strategy with respect to home-based dialysis, including maintaining our existing business and further developing our capabilities in a complex and highly regulated environment;*
- *changes in pharmaceutical practice patterns, reimbursement and payment policies and processes, or pharmaceutical pricing, including with respect to calcimimetics;*
- *legal and compliance risks, such as our continued compliance with complex government regulations;*
- *continued increased competition from dialysis providers and others, and other potential marketplace changes;*
- *our ability to maintain contracts with physician medical directors, changing affiliation models for physicians, and the emergence of new models of care introduced by the government or private sector that may erode our patient base and reimbursement rates, such as accountable care organizations, independent practice associations and integrated delivery systems;*
- *our ability to complete acquisitions, mergers or dispositions that we might announce or be considering, on terms favorable to us or at all, or to integrate and successfully operate any business we may acquire or have acquired, or to successfully expand our operations and services in markets outside the United States, or to businesses outside of dialysis;*
- *uncertainties related to potential payments and/or adjustments under certain provisions of the equity purchase agreement for the sale of our DaVita Medical Group (DMG) business, such as post-closing adjustments and indemnification obligations;*

- *noncompliance by us or our business associates with any privacy or security laws or any security breach by us or a third party involving the misappropriation, loss or other unauthorized use or disclosure of confidential information;*

- *the variability of our cash flows; the risk that we may not be able to generate sufficient cash in the future to service our indebtedness or to fund our other liquidity needs; and the risk that we may not be able to refinance our indebtedness as it becomes due, on terms favorable to us or at all;*

- *factors that may impact our ability to repurchase stock under our stock repurchase program and the timing of any such stock repurchases, as well as our use of a considerable amount of available funds to repurchase stock;*

- *risks arising from the use of accounting estimates, judgments and interpretations in our financial statements;*

- *impairment of our goodwill, investments or other assets;*

- *uncertainties related to our use of the proceeds from the DMG sale transaction and other available funds, including external financing and cash flow from operations, which may be or have been used in ways that we cannot assure will improve our results of operations or enhance the value of our common stock; and*

- *uncertainties associated with the other risk factors set forth in Part I, Item1A. of this Annual Report on Form 10-K, and the other risks and uncertainties discussed in any subsequent reports that we file or furnish with the SEC from time to time.*

The forward-looking statements should be considered in light of these risks and uncertainties. All forward-looking statements in this report are based solely on information available to us on the date of this report. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of changed circumstances, new information, future events or otherwise, except as required by law.

The following should be read in conjunction with our consolidated financial statements.

Company overview

Our principal business is to provide dialysis and related lab services to patients in the United States, which we refer to as our U.S. dialysis business. We also operate various ancillary services and strategic initiatives including our international operations, which we collectively refer to as our ancillary services, as well as our corporate administrative support. Our U.S. dialysis business is a leading provider of kidney dialysis services in the U.S. for patients suffering from chronic kidney failure, also known as end stage renal disease (ESRD).

On June 19, 2019, we completed the sale of our DaVita Medical Group (DMG) business to Collaborative Care Holdings, LLC (Optum), a subsidiary of UnitedHealth Group Inc. As a result of this transaction, DMG's results of operations have been reported as discontinued operations for all periods presented and DMG is not included below in this Management's Discussion and Analysis.

Our overall financial performance in 2019 benefited from increased treatment volume from acquired and non-acquired growth in both our U.S. dialysis and international businesses and a corresponding increase in revenue, as well as improved operating margins due to a decrease in the cost of calcimimetics from the introduction of lower cost oral generics, a decrease in other pharmaceutical unit costs, and a decrease in advocacy costs as compared to the prior year. This was partially offset by increases in labor and benefits costs, other center related costs, a decrease in revenues from the closure of our pharmaceutical business in 2018. The year-over-year comparison was also adversely impacted by $36 million of additional Medicare bad debt revenue recognized in 2018 due to a policy election on adoption of the new revenue recognition accounting standard.

Drivers of our financial performance in 2019 included the following:

- improved key clinical outcomes in our U.S. dialysis business, including our recognition as an industry leader for the seventh consecutive year in CMS' Quality Incentive Program and for the last six years under the CMS Five-Star Quality Rating system;
- U.S. dialysis revenue growth of 2.2% and international revenue growth of 13.6%;
- a year-over-year increase in our normalized non-acquired U.S. dialysis treatment growth of 2.2%, which contributed to an increase of approximately 2.5% in our overall U.S. dialysis treatment count for 2019;
- a net increase of 89 U.S. and 18 international dialysis centers;
- operating cash flows of $2.0 billion from continuing operations;
- a $174 million or 19.3% reduction in routine maintenance and development capital expenditures from continuing operations, consistent with our capital efficient growth strategies;
- repurchase of 41,020,232 shares of our common stock for aggregate consideration of $2.4 billion and reduction of our share count by approximately 24.4% year-over-year; and
- entry into a new $5.5 billion senior secured credit agreement and redemption of our 5.75% senior notes.

In 2020, we expect the fundamentals of our U.S. dialysis business to generally be similar to the dynamics that we faced in 2019. On treatment volume, we continue to face pressure due to slowing industry growth as well as competitive activity. On reimbursement rate, we expect modest growth in aggregate, primarily due to the expected net market basket update for Medicare treatments. On cost, we continue to expect inflationary pressure on wage rates and other costs, offset by continued savings on drug costs. We expect to continue making investments to grow our home-based dialysis services in 2020. We anticipate two notable differences in 2020 versus 2019 - we expect to generate significantly less income on calcimimetics due to expected decreases in Medicare reimbursement throughout 2020, and we plan to incur costs in 2020, which could be significant, to counter a proposed union-backed ballot initiative in California.

The discussion below includes analysis of our financial condition and results of operations for the years ended December 31, 2019 compared to December 31, 2018. Our Annual Report on Form 10-K for the year ended December 31, 2018, includes a discussion and analysis of our financial condition and results of operations for the year ended December 31, 2017, in Part II Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations".

References to the "Notes" in the discussion below refer to the notes to the Company's consolidated financial statements included in this Annual Report on Form 10-K at Item 15, "Exhibits, Financial Statement Schedules" as referred from Part II Item 8, "Financial Statements and Supplementary Data."

Consolidated results of operations

The following table summarizes our revenues, operating income and adjusted operating income by line of business. See the discussion of our results for each line of business following this table.

	Year ended December 31,		Annual change	
	2019	2018	Amount	Percent
	(dollars in millions)			
Revenues:				
U.S. dialysis	$ 10,563	$ 10,336	$ 227	2.2 %
Other - ancillary services	972	1,196	(224)	(18.7)%
Elimination of intersegment revenues	(146)	(127)	(19)	(15.0)%
Total consolidated revenues	$ 11,388	$ 11,405	$ (17)	(0.1)%
Operating income (loss):				
U.S. dialysis	$ 1,925	$ 1,710	$ 215	12.6 %
Other - Ancillary services	(189)	(94)	(95)	(101.1)%
Corporate administrative support	(92)	(90)	(2)	(2.2)%
Operating income	$ 1,643	$ 1,526	$ 117	7.7 %
Adjusted operating income (loss):[1]				
U.S. dialysis	$ 1,925	$ 1,682	$ 243	14.4 %
Other - Ancillary services	(64)	(78)	14	17.9 %
Corporate administrative support	(92)	(90)	(2)	(2.2)%
Adjusted operating income[1]	$ 1,768	$ 1,513	$ 255	16.9 %

Certain columns, rows or percentages may not sum or recalculate due to the use of rounded numbers.

(1) For a reconciliation of adjusted operating income (loss) by reportable segment, see "Reconciliations of non-GAAP measures" section below.

U.S. dialysis business

Our U.S. dialysis business is a leading provider of kidney dialysis services, operating2,753 outpatient dialysis centers, serving a total of approximately 206,900 patients. We also provide acute inpatient dialysis services in approximately900 hospitals. We estimate that we have approximately a38% share of the U.S. dialysis market based upon the number of patients we serve.

Approximately 92% of our 2019 consolidated revenues were derived directly from our U.S. dialysis business. The principal drivers of our U.S. dialysis revenues include :

- the number of treatments, which is primarily a function of the number of chronic patients requiring approximately three treatments per week, as well as, to a lesser extent, the number of treatments for peritoneal dialysis, home dialysis and hospital inpatient dialysis; and
- average dialysis net patient service revenue per treatment, including the mix of commercial and government patients.

Within our U.S. dialysis business, our home-based dialysis and hospital inpatient dialysis services are operationally integrated with our outpatient dialysis centers and related laboratory services. Our outpatient, home-based, and hospital inpatient dialysis services comprise approximately 78%, 16% and 6% of our U.S. dialysis revenues, respectively.

In the U.S., government dialysis-related payment rates are principally determined by federal Medicare and state Medicaid policy. For2019, approximately 69% of our total U.S. dialysis patient services revenues were generated from government-based programs for services to approximately90% of our total patients. These government-based programs are principally Medicare and Medicare-assigned, Medicaid and managed Medicaid plans, and other government plans, representing approximately 59%, 6% and 4% of our U.S. dialysis patient services revenues, respectively.

Dialysis payment rates from commercial payors vary and a major portion of our commercial rates are set at contracted amounts with payors and are subject to intense negotiation pressure. On average, dialysis-related payment rates from contracted commercial payors are significantly higher than Medicare, Medicaid and other government program payment rates, and therefore the percentage of commercial patients in relation to total patients represents a major driver of our total average dialysis net patient service revenue per treatment. Commercial payors (including hospital dialysis services) represent approximately 31% of U.S. dialysis patient services revenues. Over the last two years, we have seen a slight decline in the growth of our commercial patients, which has been outpaced by the growth of our government-based patients.

For further discussion of government reimbursement, the Medicare ESRD bundled payment system and commercial reimbursement, see the discussion in Item 1. Business under the heading “U.S. dialysis business – Sources of revenue-concentrations and risks.” For a discussion of operational, clinical and financial risks and uncertainties that we face in connection with the Medicare ESRD bundled payment system, see the risk factor in Item 1A. Risk Factors under the heading “Changes in the structure of and payment rates under the Medicare ESRD program could have a material adverse effect on our business, results of operations, financial condition and cash flows.” For a discussion of operational, clinical and financial risks and uncertainties that we face in connection with commercial payors, see the risk factors in Item 1A. Risk Factors under the headings "*If the average rates that commercial payors pay us decline significantly or if patients in commercial plans are subject to restriction in plan designs, it would have a material adverse effect on our business, results of operations, financial condition and cash flows*"; and "*If the number of patients with higher-paying commercial insurance declines, it could have a material adverse effect on our business, results of operations, financial condition and cash flows*."

The impact of physician-prescribed pharmaceuticals on our overall revenues that are separately billable has significantly decreased since Medicare’s single bundled payment system went into effect beginning in January 2011, and as a result of commercial contracts that pay us a single bundled payment rate.

Effective January 1, 2018, both oral and intravenous forms of calcimimetics, a drug class taken by many patients with ESRD to treat mineral bone disorder, became the financial responsibility of our U.S. dialysis business for our Medicare patients and are now reimbursed under Medicare Part B. Previously, calcimimetics were reimbursed for Medicare patients through Part D once dispensed from traditional pharmacies. Currently, the oral and intravenous forms of calcimimetics remain separately reimbursed and therefore are not part of the ESRD Prospective Payment System (PPS) bundled payment. During the initial pass-through period, Medicare payment for calcimimetics was based on a pass-through rate of the average sales price plus approximately 6% before sequestration (or 4% adjusted for sequestration), however, in 2020 calcimimetics are reimbursed at average sales price plus 0% before sequestration. CMS has stated intentions to enter calcimimetics into the ESRD bundled payment as of January 1, 2021. We do not know the rate at which CMS will include calcimimetics into the bundle. If there is a reduction from the current amount of reimbursement or if CMS fails to increase the bundle in a sufficient manner to appropriately and adequately reimburse for the drug, it could have a material adverse effect on our business, results of operations, financial condition and cash flows. In addition, during the period in which we are separately reimbursed for calcimimetics, we expect our average revenue per treatment related to these pharmaceuticals to decline in future periods as CMS adjusts the reimbursement amount to more closely match the cost of these pharmaceuticals in accordance with their rules. We therefore expect to realize significantly reduced levels of operating income from calcimimetics in the future as compared to 2019.

Approximately 6% and 7% of our total U.S. dialysis net patient services revenues for the years2019 and 2018, respectively, are associated with the administration of separately-billable physician-prescribed pharmaceuticals, of which approximately 4% and 5% relate to the administration of calcimimetics, respectively.

We anticipate that we will continue to experience increases in our operating costs in 2020 that may outpace any net Medicare rate increases that we may receive, which could significantly impact our operating results. In particular, we expect to continue experiencing increases in operating costs that are subject to inflation, such as labor and supply costs, including increases in maintenance costs, regardless of whether there is a compensating inflation-based increase in Medicare payment rates or in payments under the ESRD bundled payment rate system. We also expect to continue to incur capital expenditures to improve, renovate and maintain our facilities, equipment and information technology to meet evolving regulatory requirements and otherwise.

U.S. dialysis patient care costs are those costs directly associated with operating and supporting our dialysis centers, home-based programs and hospital inpatient programs, and consist principally of labor, benefits, pharmaceuticals, medical supplies and other operating costs of the dialysis centers.

The principal drivers of our U.S. dialysis patient care costs include:

- clinical hours per treatment, labor rates and benefit costs;
- vendor pricing and utilization levels of pharmaceuticals;
- business infrastructure costs, which include the operating costs of our dialysis centers; and
- certain professional fees.

Other cost categories that can present significant variability include employee benefit costs, insurance costs and medical supply costs. In addition, proposed ballot initiatives or referendums, legislation, regulations or policy changes could cause us to incur substantial costs for related advocacy or to prepare for, or implement changes required. Any such changes could result in, among other things, increases in our labor costs or limitations on the amount of revenue that we can retain. For additional detail on risks associated with potential and proposed ballot initiatives, referendums, legislation, regulations or policy changes, see the risk factor in Item 1A. Risk Factors under the heading, "*Changes in federal and state healthcare legislation or regulations could have a material adverse effect on our business, results of operations, financial condition and cash flows.*"

Our average clinical hours per treatment decreased in2019 compared to 2018. We are always striving for improved productivity levels, however, changes in things such as federal and state policies or regulatory billing requirements can lead to increased labor costs. Improvements in the U.S. economy have stimulated additional competition for skilled clinical personnel resulting in slightly higher clinical teammate turnover over the last few years, which we believe has negatively affected productivity levels. In both 2019 and 2018, we experienced an increase in our clinical labor rates of approximately 2.0% and 3.0%, respectively, consistent with general industry trends. We also continue to experience increases in the infrastructure and operating costs of our dialysis centers, primarily due to the number of new dialysis centers opened, and general increases in rent, utilities and repairs and maintenance. In 2019, we continued to implement certain cost control initiatives to help manage our overall operating costs, including labor productivity.

Our U.S. dialysis general and administrative expenses represented 8.1% of our U.S. dialysis revenues in both2019 and 2018. Increases in general and administrative expenses over the last several years were primarily related to strengthening our dialysis business and related compliance and operational processes, responding to certain legal and compliance matters, professional fees associated with enhancing our information technology systems and more recent costs to counter union policy efforts. We expect these levels of general and administrative expenses will continue in 2020 and could possibly increase as we seek out new business opportunities and continue to invest in improving our information technology infrastructure and maintain our regulatory compliance program, among other things. In addition, our general administrative expenses could increase in 2020 as compared to the prior year due to additional anticipated advocacy costs to challenge ballot initiatives, which could be significant.

U.S. dialysis results of operations

Revenues:

	Year ended December 31,		Annual change	
	2019	2018	Amount	Percent
	(dollars in millions, except per treatment data)			
Total revenues	$ 10,563	$ 10,336	$ 227	2.2 %
Dialysis treatments	30,172,699	29,435,304	737,395	2.5 %
Average treatments per day	96,398	94,073	2,325	2.5 %
Treatment days	313.0	312.9	0.1	— %
Average net patient service revenue per treatment	$ 349.02	$ 350.47	$ (1.45)	(0.4)%
Normalized non acquired treatment growth	2.2%	3.2%		(1.0)%

U.S. dialysis revenues increased primarily due to volume growth from additional treatments of2.5% due to an increase in acquired and non-acquired treatments. Our U.S. dialysis revenues were negatively impacted by a decrease in our average net patient service revenue per treatment due to a rate decline related to calcimimetics which was partially offset by an increase in Medicare rates in 2019. In addition, 2018 was favorably impacted by $36 million of additional Medicare bad debt revenue due to a policy election made in 2018 under the new revenue recognition accounting standards.

Operating expenses and charges:

	Year ended December 31,		Annual change	
	2019	2018	Amount	Percent
	(dollars in millions, except per treatment data)			
Patient care costs	$ 7,219	$ 7,280	$ (61)	(0.8)%
General and administrative	857	836	21	2.5 %
Depreciation and amortization	583	559	24	4.3 %
Equity investment income	(22)	(20)	(2)	(10.0)%
Gain on changes in ownership interests	—	(28)	28	
Total operating expenses and charges	$ 8,638	$ 8,626	$ 12	0.1 %
Patient care costs per treatment	$ 239.27	$ 247.32	$ (8.05)	(3.3)%

Certain columns, rows or percentages may not sum or recalculate due to the use of rounded numbers.

Patient care costs. U.S. dialysis patient care costs are those costs directly associated with operating and supporting our dialysis centers and consist principally of labor, benefits, pharmaceuticals, medical supplies and other operating costs of the dialysis centers.

U.S. dialysis patient care costs per treatment decreased primarily due to a decrease in calcimimetics unit costs as oral generic products have entered the market lowering the cost of products we acquire, as well as decreases in other pharmaceutical unit costs. These decreases were partially offset by increases in benefits costs and other direct operating expenses associated with our dialysis centers.

General and administrative expenses. U.S. dialysis general and administrative expenses in 2019 increased primarily due to increases in labor and benefit costs, and long-term incentive compensation expense driven by compensation plans based on operating income performance. These increases were partially offset by a decrease in advocacy costs to oppose certain legislative and ballot initiatives as well as a decline in asset impairments related to expected center closures.

Depreciation and amortization. Depreciation and amortization expense is directly impacted by the number of dialysis centers we develop and acquire. U.S. dialysis depreciation and amortization expenses increased primarily due to growth in the number of dialysis centers we operate, as well as additional informational technology initiatives.

Equity investment income. U.S. dialysis equity investment income increased primarily due to an increase in the profitability at certain joint ventures, as well as an increase in the number of our nonconsolidated dialysis joint ventures.

Gain on changes in ownership interests, net. During 2018, we acquired a controlling interest in a previously nonconsolidated dialysis partnership. As a result of this transaction, we consolidated this partnership and recognized a non-cash gain of $28 million on our previously held ownership interest in the partnership.

Operating income and adjusted operating income

	Year ended December 31,		Annual change	
	2019	2018	Amount	Percent
	(dollars in millions)			
Operating income	$ 1,925	$ 1,710	$ 215	12.6%
Adjusted operating income[1]	$ 1,925	$ 1,682	$ 243	14.4%

(1) For a reconciliation of adjusted operating income by reportable segment, see "Reconciliations of non-GAAP measures" section below.

U.S. dialysis operating income and adjusted operating income in 2019 increased as compared to the prior year due to an increase in our margin on calcimimetics, treatment growth and Medicare rates, as described above, as well as decreases in advocacy costs and other pharmaceutical unit costs. These increases were partially offset by increases in other direct operating expenses associated with our dialysis centers, labor and benefits costs and long-term compensation expense.

Other - Ancillary services

Our other operations include ancillary services which are primarily aligned with our core business of providing dialysis services to our network of patients. As of December 31, 2019, these consisted primarily of integrated care and disease management (DaVita IKC), ESRD seamless care organizations (ESCOs), clinical research programs (DaVita Clinical Research), vascular access services, physician services, and comprehensive kidney care (Vively Health formerly known as DaVita Health Solutions), as well as our international operations. These ancillary services, including our international operations, generated approximately $972 million of revenues in 2019, representing approximately 8% of our consolidated revenues. As further described in the risk factor in Item 1A. Risk Factors under the heading, "*Our ancillary services and strategic initiatives, including, without limitation, our international operations, that we operate or invest in now or in the future may generate losses and may ultimately be unsuccessful. In the event that one or more of these activities is unsuccessful, our business, results of operations, financial condition and cash flows may be negatively impacted and we may have to write off our investment and incur other exit costs*," if any of our ancillary services or strategic initiatives, such as our international operations, are unsuccessful, it could have a negative impact on our business, results of operations, financial condition and cash flows, and we may determine to exit that line of business, which could result in significant termination costs. In addition, we have in the past and may in the future incur a material write-off or an impairment of our investment, including goodwill, in one or more of these ancillary services. In that regard, we may in the future incur impairment and restructuring charges in addition to those incurred by our pharmacy business in 2018, described below.

We expect to add additional service offerings to our business and pursue additional strategic initiatives in the future as circumstances warrant, which could include healthcare services not related to dialysis.

As of December 31, 2019, our international dialysis operations provided dialysis and administrative services through a network of259 outpatient dialysis centers located in ten countries outside of the U.S. For 2019, total revenues generated from our international operations were approximately4% of our consolidated revenues.

Ancillary services results of operations

	Year ended December 31,		Annual change	
	2019	2018	Amount	Percent
	(dollars in millions)			
Revenues:				
U.S. ancillary	$ 464	$ 749	$ (285)	(38.1)%
International	508	447	61	13.6 %
Total ancillary services revenues	$ 972	$ 1,196	$ (224)	(18.7)%
Operating income (loss):				
U.S. ancillary	$ (66)	$ (70)	$ 4	5.7 %
International	(123)	(23)	(100)	(434.8)%
Total ancillary services loss	$ (189)	$ (94)	$ (95)	(101.1)%
Adjusted operating income (loss)[1]:				
U.S. ancillary	$ (66)	$ (75)	$ 9	12.0 %
International	2	(3)	5	166.7 %
Total adjusted operating income (loss)[1]:	$ (64)	$ (78)	$ 14	17.9 %

Certain columns, rows or percentages may not sum or recalculate due to the use of rounded numbers.

(1) For a reconciliation of adjusted operating income by reportable segment, see "Reconciliations of non-GAAP measures" section below.

Revenues:

U.S. ancillary services revenues decreased due to the closure of our pharmacy distribution operations in 2018 and the sale of our primary care business in the second quarter of 2018, as well as decreases in revenues at Vively Health, our ESCO joint ventures and DaVita Clinical Research. These decreases were partially offset by an increase in revenues at DaVita IKC,

primarily due to an increase in special needs plans revenues. In addition, international revenues increased due to acquired and non-acquired treatment growth as we continue to expand internationally.

Charges impacting operating income:

Goodwill impairment charges. During the first and third quarter of 2019, we recognized goodwill impairment charges of $41 million and $79 million, respectively, in our German kidney care business. The first quarter charge resulted primarily from a change in relevant discount rates, as well as a decline in current and expected future patient census and an increase in first quarter and expected future costs, principally due to wage increases expected to result from recently announced legislation. The third quarter incremental charge recognized in the Germany kidney care business resulted from changes and developments in our outlook for this business since our last assessment. These primarily concern developments in the business in response to evolving market conditions and changes in our expected timing and ability to mitigate them.

During 2019 and 2018, we also recognized goodwill impairment charges of $5 million and $3 million, respectively, at our German other health operations. See further discussion of these impairment charges and our reporting units that remain at risk of goodwill impairment in Note 10 to the consolidated financial statements.

Restructuring charges and other impairments. During 2018, we announced a plan to restructure our pharmacy business due to changes in the oral pharmacy space, including reimbursement rate pressures that negatively affected the economics of our pharmacy services business. This included transitioning the customer service and fulfillment functions of this business to third parties and closing our distribution operation, which resulted in a decline in revenues and costs in 2018. As a result of this closure, in 2018 we recognized restructuring charges of $11 million and asset impairment charges of $17 million related to the restructuring of our pharmacy business.

Gain on changes in ownership interests, net. Effective June 1, 2018, we sold 100% of the stock of Paladina Health, our direct primary care business and recognized a gain of approximately $34 million on this transaction. In addition, we recognized a loss of approximately $1 million related to the unwinding of an international business in the second quarter of 2018.

Operating loss and adjusted operating loss:

U.S. ancillary services operating loss was impacted by the charges discussed above, in addition to an equity investment loss on the sale of our India business in our APAC JV of $9 million and an equity investment loss of $8 million related to impairments at our APAC JV. Both U.S. ancillary services operating loss and adjusted operating loss were impacted by a decrease related to our pharmacy distribution ceasing operations in 2018, as described above, and increases in operating results for DaVita IKC and DaVita Clinical Research, partially offset by decreases in operating results at Vively Health and at our ESCO joint ventures. International operating losses increased due to the goodwill impairment in our Germany businesses. International adjusted operating results improved over 2018 due to growth in our international business and benefited from cost efficiencies implemented.

Corporate administrative support

Corporate administrative support consists primarily of labor, benefits and long-term incentive compensation expense, as well as professional fees for departments which provide support to all of our various operating lines of business. These expenses are partially offset by internal management fees charged to our other lines of business for that support. Corporate administrative support expenses are included in general and administrative expenses on our consolidated income statement.

Corporate administrative support expenses increased $2 million or 2.2% in 2019 primarily due to a reduction in internal management fees charged to our pharmacy business which ceased operations in 2018. This increase was offset by a decrease in long-term incentive compensation expense in 2019 resulting from the adoption of a retirement policy for certain officers of the Company in 2018.

Corporate level charges

	Year ended December 31,		Annual change	
	2019	2018	Amount	Percent
	(dollars in millions)			
Debt expense	$ (444)	$ (487)	$ 43	8.8 %
Debt prepayment, refinancing and redemption charges	$ (33)	$ —	$ (33)	
Other income	$ 29	$ 10	$ 19	190.9 %
Effective income tax rate	23.4%	24.6%		(1.2)%
Effective income tax rate from continuing operations attributable to DaVita Inc.(1)	28.3%	29.2%		(0.9)%
Net income attributable to noncontrolling interests	$ 210	$ 174	$ 36	20.7 %

(1) For a reconciliation of effective income tax rate from continuing operations attributable to DaVita Inc., see "Reconciliations of non-GAAP measures" section below.

Debt expense

Debt expense decreased primarily due to a decrease in our outstanding debt balance, partially offset by an increase in the overall weighted average effective interest rate on our debt in 2019. Our overall weighted average effective interest rate in 2019 was 5.01% compared to 4.96% in 2018. See Note 13 to the consolidated financial statements for further information on components of our debt.

Debt prepayment, refinancing and redemption charges

We incurred debt prepayment, refinancing and redemption charges of $33 million in 2019 as a result of the repayment of all principal balances outstanding on our prior senior secured credit facilities and the redemption of our 5.75% senior notes. This consisted of $21 million recognized in the third quarter of 2019 related to debt discount and deferred financing cost write-offs associated with the portion of our prior senior secured debt that was paid in full and redemption charges on our 5.75% senior notes, as well as $12 million recognized in the second quarter of 2019 related to the accelerated amortization of debt discount and deferred financing costs associated with the portion of our prior senior secured debt that was mandatorily prepaid in or shortly after the second quarter of 2019 using proceeds from the sale of DMG and prior extensions of that debt.

Other income

Other income consists primarily of interest income on cash and cash equivalents and short- and long-term investments, realized and unrealized gains and losses recognized on investments, and foreign currency transaction gains and losses. Other income increased in 2019 primarily due to the increase in our holdings of cash and cash equivalents and short-term investments in 2019.

Provision for income taxes

The effective income tax rate and effective income tax rate from continuing operations attributable to DaVita Inc. decreased in 2019 primarily due to a decrease in our estimated blended state tax rate and the lower nondeductible advocacy costs in 2019 as compared to the costs incurred in 2018 to oppose certain legislative and ballot initiatives.

Net income attributable to noncontrolling interests

The increase in income attributable to noncontrolling interests in 2019 as compared to 2018 was due to improved earnings at certain U.S. dialysis partnerships and an increase in the number of such partnerships.

Reconciliations of non-GAAP measures

The following tables provide reconciliations of adjusted operating income to operating income as presented on a U.S. generally accepted accounting principles (GAAP) basis for our U.S. dialysis reportable segment as well as for our U.S. ancillary services, our international business, and for our total ancillary services which combines them and is disclosed as our other segments category. These non-GAAP or “adjusted” measures are presented because management believes these measures are useful adjuncts to, but not alternatives for, our GAAP results.

Specifically, management uses adjusted operating income to compare and evaluate our performance period over period and relative to competitors, to analyze the underlying trends in our business, to establish operational budgets and forecasts and for incentive compensation purposes. We believe this non-GAAP measure is also useful to investors and analysts in evaluating our performance over time and relative to competitors, as well as in analyzing the underlying trends in our business. We also believe this presentation enhances a user's understanding of our normal operating income by excluding certain items which we do not believe are indicative of our ordinary results of operations.

In addition, our effective income tax rate on income from continuing operations attributable to DaVita Inc. excludes noncontrolling owners' income, which primarily relates to non-tax paying entities. We believe this adjusted effective income tax rate is useful to management, investors and analysts in evaluating our performance and establishing expectations for income taxes incurred on our ordinary results attributable to DaVita Inc.

It is important to bear in mind that these non-GAAP "adjusted" measures are not measures of financial performance under GAAP and should not be considered in isolation from, nor as substitutes for, their most comparable GAAP measures.

	Year ended December 31, 2019					
	U.S. dialysis	Ancillary services			Corporate administration	Consolidated
		U.S.	International	Total		
	(dollars in millions)					
Operating income	$ 1,925	$ (66)	$ (123)	$ (189)	$ (92)	$ 1,643
Goodwill impairment			125	125		125
Adjusted operating income	$ 1,925	$ (66)	$ 2	$ (64)	$ (92)	$ 1,768

Certain columns or rows may not sum or recalculate due to the use of rounded numbers.

	Year ended December 31, 2018					
	U.S. dialysis	Ancillary services			Corporate administration	Consolidated
		U.S.	International	Total		
	(dollars in millions)					
Operating income	$ 1,710	$ (70)	$ (23)	$ (94)	$ (90)	$ 1,526
Restructuring charges		11		11		11
(Gain) loss on changes in ownership interests, net	(28)	(34)	1	(33)		(61)
Goodwill impairment			3	3		3
Impairment of assets		17		17		17
Equity investment loss due to business sale in APAC JV			9	9		9
Equity investment loss due to impairments in APAC JV			8	8		8
Adjusted operating income	$ 1,682	$ (75)	$ (3)	$ (78)	$ (90)	$ 1,513

Certain columns or rows may not sum or recalculate due to the use of rounded numbers.

	Year ended December 31,	
	2019	2018
	(dollars in millions)	
Income from continuing operations before income taxes	$ 1,195	$ 1,048
Less: Noncontrolling owners' income primarily attributable to non-tax paying entities	(210)	(167)
Income from continuing operations before income taxes attributable to DaVita Inc.	$ 986	$ 881
Income tax expense for continuing operations	$ 280	$ 258
Less: Income tax attributable to noncontrolling interests	(1)	(1)
Income tax expense from continuing operations attributable to DaVita Inc.	$ 279	$ 257
Effective income tax rate on income from continuing operations attributable to DaVita Inc.	28.3%	29.2%

Certain columns or rows may not sum or recalculate due to the use of rounded numbers.

Accounts receivable

Our consolidated accounts receivable balances at December 31, 2019 and December 31, 2018, were $1.796 billion and $1.859 billion, respectively, representing approximately 58 days and 62 days of revenue (DSO), respectively, net of the allowance for uncollectible accounts. The decrease in consolidated DSO was primarily due to a decrease of two days of DSO in our U.S. dialysis business primarily due to improved collections related to certain payors as well as improved DSO at our international operations. Our DSO calculation is based on the current quarter's average revenues per day. There were no significant changes during 2019 from 2018 in the amount of unreserved accounts receivable over one year old or the amounts pending approval from third-party payors.

As of December 31, 2019 and 2018, our net patient services accounts receivable balances that are more than six months old represents approximately 18% of our dialysis accounts receivable balances. Substantially all revenue realized is from government and commercial payors, as discussed above. There were no significant unreserved balances over one year old. Less than 1% of our revenues are classified as patient pay.

Amounts pending approval from third-party payors associated with Medicare bad debt claims as of December 31, 2019 and 2018, other than the standard monthly billing, consisted of approximately $138 million and $136 million, respectively, and are classified as other receivables. A significant portion of our Medicare bad debt claims are typically paid to us before the Medicare fiscal intermediary audits the claims but are subject to adjustment based upon the actual results of these audits. Such audits typically occur one to four years after the claims are filed.

Liquidity and capital resources

The following table summarizes our major sources and uses of cash, cash equivalents and restricted cash:

	Year ended December 31,		Annual change	
	2019	2018	Amount	Percent
	(dollars in millions)			
Net cash provided by operating activities:				
Net income	$ 1,021	$ 333	$ 688	206.6 %
Non-cash items	964	1,340	(376)	(28.1)%
Working capital	111	96	15	15.6 %
Other	(24)	2	(26)	(1,300.0)%
	$ 2,072	$ 1,772	$ 300	16.9 %
Net cash provided by (used in) investing activities:				
Capital expenditures:				
Routine maintenance/IT/other	$ (375)	$ (459)	$ 84	18.3 %
Development and relocations	(391)	(528)	137	25.9 %
Acquisition expenditures	(101)	(183)	82	44.8 %
Proceeds from sale of self-developed properties	58	45	13	28.9 %
DMG sale net proceeds received at closing, net of DMG cash divested	3,825	—	3,825	
Other	(20)	119	(139)	(116.8)%
	$ 2,995	$ (1,006)	$ 4,001	397.7 %
Net cash used in financing activities:				
Debt (payments) issuances, net	$ (2,080)	$ 695	$ (2,775)	(399.3)%
Distributions to noncontrolling interest	(233)	(196)	(37)	(18.9)%
Contributions from noncontrolling interest	57	52	5	9.6 %
Stock award exercises and other share issuances	11	14	(3)	(21.4)%
Share repurchases	(2,384)	(1,162)	(1,222)	(105.2)%
Other	(68)	(28)	(40)	(142.9)%
	$ (4,696)	$ (625)	$ (4,071)	(651.4)%
Total number of shares repurchased	41,020,232	16,844,067	24,176,165	143.5 %

Certain columns or rows may not sum or recalculate due to the use of rounded numbers.

Consolidated cash flows

Consolidated cash flows from operating activities for 2019 were $2,072 million, of which $1,973 million was from continuing operations, compared with consolidated operating cash flows for the same period in 2018 of $1,772 million, of which $1,481 million was from continuing operations. The increase in cash flow from continuing operations was primarily driven by an increase in operating income in 2019 as compared to 2018, driven by decreases in pharmaceutical and advocacy costs, as well as a decrease in DSO of approximately four days and cash tax payments.

Cash flows from investing activities in 2019 increased $4,001 million compared to 2018 primarily due to the net cash proceeds received from the DMG sale, which closed in June 2019, as well as a decrease in capital and acquisition expenditures. We developed 38 fewer centers and acquired 23 fewer centers in 2019 compared to 2018. See below for additional information regarding the growth in our dialysis centers.

Cash flows used in financing activities increased $4,071 million in 2019 compared to 2018. Significant financing activities included net payments of $2,080 million on debt during 2019. Net debt payments primarily consisted of principal prepayments totaling $5,142 million on our term debt under our prior senior secured credit facility funded primarily by the net proceeds from the DMG sale and the redemption of all of our outstanding 5.75% senior notes due in 2022 for an aggregate cash payment consisting of principal and redemption premium of $1,262 million, partially offset by funding of our term debt of $4,500 million under our new senior secured credit facility. In addition, we incurred deferred financing costs related to our new

term debt and a cap premium fee for our forward interest rate cap agreements. By comparison, 2018 included net advances of $695 million, which included a $995 million draw on our prior Term Loan A-2 and net payments of $125 million on our prior revolving line of credit, net of scheduled principal payments on our term debt under our prior senior secured credit facility. See further discussion in Note 13 to the consolidated financial statements related to debt activities. Cash flows used for share repurchases increased in 2019 as compared to 2018 primarily due to our modified Dutch auction tender offer (Tender Offer). See below for further information on our share repurchases.

Dialysis center capacity and growth

The table below shows the growth in our dialysis operations by number of dialysis centers owned or operated:

	U.S.		International	
	2019	2018	2019	2018
Number of centers operated at beginning of year	2,664	2,510	241	237
Acquired centers	7	18	16	28
Developed centers	115	152	2	3
Net change in non-owned managed or administered centers[1]	(1)	(5)	—	—
Sold and closed centers[2]	(10)	(2)	(1)	(2)
Closed centers[3]	(22)	(9)	—	—
Net change in Asia Pacific joint venture centers	—	—	1	(25)
Number of centers operated at end of year	2,753	2,664	259	241

(1) Includes dialysis centers in which we own a noncontrolling interest or which are wholly-owned by third parties.

(2) Dialysis centers that were sold and/or closed for which patients were not retained.

(3) Dialysis centers that were closed for which the majority of patients were retained and transferred to existing outpatient dialysis centers.

Stock repurchases

The following table summarizes our repurchases of our common stock during the years ended December 31, 2019 and 2018:

	2019			2018		
	Shares repurchased	Amount paid (in millions)	Paid per share	Shares repurchased	Amount paid (in millions)	Paid per share
Tender Offer[1]	21,801,975	$ 1,234	$ 56.61	—	$ —	$ —
Open market	19,218,257	1,168	60.79	16,844,067	1,154	68.48
	41,020,232	$ 2,402	$ 58.57	16,844.067	$ 1,154	$ 68.48

(1) The amount paid for shares repurchased associated with our Tender Offer during the year ended December 31, 2019 includes the clearing price of $56.50 per share plus related fees and expenses of $2 million.

Subsequent to December 31, 2019, we have repurchased 290,904 shares of our common stock for $22 million at an average cost of $74.92 per share from January 1, 2020 through February 20, 2020. We retired all shares of common stock held in treasury effective December 31, 2019 and December 31, 2018.

See further discussion in Note 19 to the consolidated financial statements.

Available liquidity

As of December 31, 2019, our cash balance was $1.102 billion and we had approximately $12 million in short-term investments. As of December 31, 2019, we also had an undrawn $1.0 billion revolving line of credit under our senior secured credit facilities, of which approximately $13 million was committed for outstanding letters of credit. We also have approximately $60 million of additional outstanding letters of credit under a separate bilateral secured letter of credit facility.

See Note 13 to the consolidated financial statements for components of our long-term debt and their interest rates.

We believe that our cash flow from operations and other sources of liquidity, including from amounts available under our new senior secured credit facilities and our access to the capital markets, will be sufficient to fund our scheduled debt service

under the terms of our debt agreements and other obligations for the foreseeable future, including the next 12 months. Our primary recurrent sources of liquidity are cash from operations and cash from borrowings, which are subject to general, economic, financial, competitive, regulatory and other factors that are beyond our control, as described in Item 1A Risk Factors under the heading "The level of our current and future debt could have an adverse impact on our business, and our ability to generate cash to service our indebtedness and for other intended purposes depends on many factors beyond our control."

Off-balance sheet arrangements and aggregate contractual obligations

In addition to the debt obligations and operating lease liabilities reflected on our balance sheet, we have commitments associated with letters of credit, as well as potential obligations associated with our equity investments in nonconsolidated businesses and to dialysis ventures that are wholly-owned by third parties. We have potential obligations to purchase the noncontrolling interests held by third parties in many of our majority-owned partnerships and other nonconsolidated entities. These obligations are in the form of put provisions that are exercisable at the third-party owners' discretion within specified periods as outlined in each specific put provision. If these put provisions were exercised, we would be required to purchase the third-party owners' equity interests, generally at the appraised fair market value of the equity interests or in certain cases at a predetermined multiple of earnings or cash flows attributable to the equity interests put to us, intended to approximate fair value. The methodology we use to estimate the fair values of noncontrolling interests subject to put provisions assumes the higher of either a liquidation value of net assets or an average multiple of earnings, based on historical earnings, patient mix and other performance indicators that can affect future results, as well as other factors. The estimated fair values of noncontrolling interests subject to put provisions are a critical accounting estimate that involves significant judgments and assumptions and may not be indicative of the actual values at which the noncontrolling interests may ultimately be settled, which could vary significantly from our current estimates. The estimated fair values of noncontrolling interests subject to put provisions can fluctuate and the implicit multiple of earnings at which these noncontrolling interests obligations may be settled will vary significantly depending upon market conditions including potential purchasers' access to the capital markets, which can impact the level of competition for dialysis and non-dialysis related businesses, the economic performance of these businesses and the restricted marketability of the third-party owners' equity interests. The amount of noncontrolling interests subject to put provisions that employ a contractually predetermined multiple of earnings rather than fair value are immaterial. For additional information see Note 17 to the consolidated financial statements.

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

The following is a summary of these contractual obligations and commitments as of December 31, 2019:

	2020	2021-2022	2023-2024	Thereafter	Total
	(dollars in millions)				
Scheduled payments under contractual obligations:					
Long-term debt[1]:					
Principal payments	$ 105	$ 279	$ 3,348	$ 4,180	$ 7,912
Interest payments on credit facilities and senior notes[1]	336	657	622	209	1,824
Financing leases[2]	25	43	49	152	269
Operating leases, including imputed interest[2]	462	945	768	1,511	3,685
	$ 928	$ 1,924	$ 4,787	$ 6,052	$ 13,690
Potential cash requirements under other commitments:					
Letters of credit	$ 73	$ —	$ —	$ —	$ 73
Noncontrolling interests subject to put provisions	829	188	106	57	1,180
Non-owned and minority owned put provisions	108	—	7	—	115
Operating capital advances	1	2	2	5	10
Purchase commitments	399	624	—	—	1,023
	$ 1,410	$ 814	$ 115	$ 62	$ 2,401

(1) See Note 13 to the consolidated financial statements for components of our long-term debt and related interest rates.

(2) See Note 14 to the consolidated financial statements for components of our leases and related interest rates.

In 2017, the Company entered into a Sourcing and Supply Agreement with Amgen USA Inc. (Amgen) that expires onDecember 31, 2022. Under the terms of the agreement, the Company will purchase EPO from Amgen in amounts necessary to meet no less than 90% of its requirements for erythropoiesis-stimulating agents (ESAs) through the expiration of the contract. The actual amount of EPO that the Company will purchase will depend upon the amount of EPO administered during dialysis as prescribed by physicians and the overall number of patients that the Company serves.

The Company has an agreement with Fresenius Medical Care (FMC) to purchase a certain amount of dialysis equipment, parts and supplies from FMC, which extends through December 31, 2020. The Company also has agreements with Baxter Healthcare Corporation (Baxter) that commit the Company to purchase certain amounts of dialysis supplies at fixed prices through 2022. If the Company fails to meet the minimum purchase commitments under these contracts during any year, it is required to pay the difference to the supplier.

Settlements of approximately $83 million of existing income tax liabilities for unrecognized tax benefits, including interest, penalties and other long-term tax liabilities, are excluded from the above table as reasonably reliable estimates of their timing cannot be made.

Contingencies

The information in Note 16 to the consolidated financial statements included in this report is incorporated by reference in response to this item.

Critical accounting policies, estimates and judgments

Our consolidated financial statements and accompanying notes are prepared in accordance with United States generally accepted accounting principles. These accounting principles require us to make estimates, judgments and assumptions that affect the reported amounts of revenues, expenses, assets, liabilities, contingencies and noncontrolling interests subject to put provisions (redeemable equity interests). All significant estimates, judgments and assumptions are developed based on the best information available to us at the time made and are regularly reviewed and updated when necessary. Actual results will generally differ from these estimates, and such differences may be material. Changes in estimates are reflected in our financial statements in the period of change based upon on-going actual experience trends or subsequent settlements and realizations depending on the nature and predictability of the estimates and contingencies. Interim changes in estimates are applied prospectively within annual periods. Certain accounting estimates, including those concerning revenue recognition and accounts receivable, impairments of goodwill, accounting for income taxes, and fair value estimates are considered to be critical to evaluating and understanding our financial results because they involve inherently uncertain matters and their application requires the most difficult and complex judgments and estimates. For additional information, see Part II Item 15, "Exhibits, Financial Statement Schedules" – Note 1 – "Organization and summary of significant accounting policies" as referred from Part II Item 8, "Financial Statements and Supplementary Data."

U.S. dialysis revenue recognition and accounts receivable. There are significant estimating risks associated with the amount of U.S. dialysis revenue that we recognize in a given reporting period. Payment rates are often subject to significant uncertainties related to wide variations in the coverage terms of the commercial healthcare plans under which we receive payments. In addition, ongoing insurance coverage changes, geographic coverage differences, differing interpretations of contract coverage, and other payor issues complicate the billing and collection process. Net revenue recognition and allowances for uncollectible billings require the use of estimates of the amounts that will ultimately be realized considering, among other items, retroactive adjustments that may be associated with regulatory reviews, audits, billing reviews and other matters.

Revenues associated with Medicare and Medicaid programs are recognized based on (a) the payment rates that are established by statute or regulation for the portion of the payment rates paid by the government payor (e.g., 80% for Medicare patients) and (b) for the portion not paid by the primary government payor, the estimated amounts that will ultimately be collectible from other government programs providing secondary coverage (e.g., Medicaid secondary coverage), the patient’s commercial health plan secondary coverage, or the patient. Our dialysis related reimbursements from Medicare are subject to certain variations under Medicare’s single bundled payment rate system whereby our reimbursements can be adjusted for certain patient characteristics and other variable factors. Our revenue recognition depends upon our ability to effectively capture, document and bill for Medicare’s base payment rate and these other factors. In addition, as a result of the potential range of variations that can occur in our dialysis-related reimbursements from Medicare under the single bundled payment rate system, our revenue recognition is subject to a greater degree of estimating risk.

Commercial healthcare plans, including contracted managed-care payors, are billed at our usual and customary rates; however, revenue is recognized based on estimated net realizable revenue for the services provided. Net realizable revenue is estimated based on contractual terms for the patients covered under commercial healthcare plans with which we have formal agreements, non-contracted commercial healthcare plan coverage terms if known, estimated secondary collections, historical collection experience, historical trends of refunds and payor payment adjustments (retractions), inefficiencies in our billing and collection processes that can result in denied claims for payments, the estimated timing of collections, changes in our expectations of the amounts that we expect to collect and regulatory compliance matters. Determining applicable primary and secondary coverage for our approximately 206,900 U.S. dialysis patients at any point in time, together with the changes in patient coverages that occur each month, requires complex, resource-intensive processes. Collections, refunds and payor retractions typically continue to occur for up to three years or longer after services are provided.

We generally expect the range of our U.S. dialysis revenue estimating risk to be within 1% of revenue, which can represent as much as approximately 5% of our U.S. dialysis business's adjusted operating income. Changes in estimates are reflected in the then-current financial statements based on on-going actual experience trends, or subsequent settlements and realizations depending on the nature and predictability of the estimates and contingencies. Changes in revenue estimates for prior periods are separately disclosed and reported if material to the current reporting period and longer term trend analyses, and have not been significant.

Revenues for laboratory services, which are integrally related to our dialysis services, are recognized in the period services are provided at the estimated net realizable amounts to be received.

Impairments of goodwill. We account for impairments of goodwill in accordance with the provisions of applicable accounting guidance. Goodwill is not amortized, but is assessed for impairment when changes in circumstances warrant and at least annually. An impairment charge is recorded when and to the extent a reporting unit's carrying amount is determined to exceed its estimated fair value.

Changes in circumstance that may trigger a goodwill impairment assessment for one of our business units can include, among others, changes in the legal environment, addressable market, business strategy, development or business plans, reimbursement structure, operating performance, future prospects, relationships with partners, and/or market value indications for the subject business. We use a variety of factors to assess changes in the financial condition, future prospects and other circumstances concerning the subject businesses and to estimate their fair value when applicable. Any change in the factors, assessments or assumptions involved could affect a determination of whether and when to assess goodwill for impairment as well as the outcome of such an assessment. These assessments and the related valuations can involve significant uncertainties and require significant judgment on various matters, some of which could be subject to reasonable disagreement.

Accounting for income taxes. Our income tax expense, deferred tax assets and liabilities, and liabilities for unrecognized tax benefits reflect management's best assessment of estimated current and future taxes to be paid. We are subject to income taxes in the United States and numerous state and foreign jurisdictions, and changes in tax laws or regulations may be proposed or enacted that could adversely affect our overall tax liability. The actual impact of any such laws or regulations could be materially different from our current estimates.

Significant judgments and estimates are required in determining our consolidated income tax expense. Deferred income taxes arise from temporary differences between the tax basis of assets and liabilities and their reported amounts in the financial statements, which will result in taxable or deductible amounts in the future. In evaluating our ability to recover our deferred tax assets within the jurisdiction from which they arise, we consider all available positive and negative evidence, including scheduled reversals of deferred tax liabilities, projected future taxable income, tax planning strategies, results of recent operations, and assumptions about the amount of future federal, state, and foreign pre-tax operating income adjusted for items that do not have tax consequences. The assumptions about future taxable income require significant judgments and are consistent with the plans and estimates we use to manage the underlying businesses. To the extent that recovery is not likely, a valuation allowance is established. The allowance is regularly reviewed and updated for changes in circumstances that would cause a change in judgment about the realizability of the related deferred tax assets.

Fair value estimates. The FASB defines fair value generally as the amount at which an asset (or liability) could be bought (or incurred) or sold (or settled) in a current transaction between willing parties, that is, other than in a forced or liquidation sale. It also defines fair value more specifically for most purposes as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

We rely on fair value measurements and estimates for purposes that require the recording, reassessment, or adjustment of the carrying amounts of certain assets, liabilities and noncontrolling interests subject to put provisions (redeemable equity interests). These purposes can include purchase accounting for business combination transactions; impairment assessments for goodwill, other intangible assets, and other long-lived assets; recurrent revaluation of investments in debt and equity securities,

interest rate cap agreements or other derivative instruments, contingent earn-out obligations, and noncontrolling interests subject to put provisions; and the accounting for equity method and other investments and stock-based compensation, among others. The criticality of a particular fair value estimate to our consolidated financial statements depends upon the nature and size of the item being measured, the extent of uncertainties involved and the nature and magnitude or potential effect of assumptions and judgments required. Critical fair value estimates can involve significant uncertainties and require significant judgment on various matters, some of which could be subject to reasonable disagreement.

Loss contingencies. As discussed in Notes 1 and 16 to the consolidated financial statements, we operate in a highly regulated industry and are party to various lawsuits, claims, qui tam suits, governmental investigations and audits (including investigations resulting from our obligation to self-report suspected violations of law), contract disputes and other legal proceedings. Assessments of such matters can involve a series of complex judgments about future events and can rely heavily on estimates and assumptions. We record accruals for loss contingencies on such matters to the extent that we determine an unfavorable outcome is probable and the amount of the loss can be reasonably estimated. See Note 16 to the consolidated financial statements included in this report for further discussion. As described in Note 22 to the consolidated financial statements, the final sale price for our DMG business remains subject to certain post-closing adjustments under its equity purchase agreement which could have a material effect on the total sale proceeds we retain or the total amount of our loss on sale of this business.

Significant new accounting standards

See Note 1 to the consolidated financial statements included in this report for information regarding certain recent financial accounting standards that have been issued by the FASB.

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

Interest rate sensitivity

The tables below provide information about our financial instruments that are sensitive to changes in interest rates. The table below presents principal repayments and current weighted average interest rates on our debt obligations as of December 31, 2019. The variable rates presented reflect the weighted average LIBOR rates in effect for all debt tranches plus interest rate margins in effect as of December 31, 2019. The Term Loan A interest rate margin in effect at December 31, 2019, was 1.50%, and along with our revolving line of credit, is subject to adjustment depending upon changes in certain of our financial ratios, including a leverage ratio. At December 31, 2019, the Term Loan B interest rate margin in effect was LIBOR plus an interest rate margin of 2.25%.

	Expected maturity date							Average interest rate	Fair value
	2020	2021	2022	2023	2024	Thereafter	Total		
	(dollars in millions)								
Long term debt:									
Fixed rate	$ 32	$ 27	$ 29	$ 42	$ 1,777	$ 1,717	$ 3,624	5.11%	$ 3,702
Variable rate	$ 98	$ 126	$ 140	$ 183	$ 1,395	$ 2,615	$ 4,557	3.94%	$ 4,585

	Notional amount	Contract maturity date					Receive variable	Fair value
		2020	2021	2022	2023	2024		
	(dollars in millions)							
2015 cap agreements	$ 3,500	$ 3,500	$ —	$ —	$ —	$ —	LIBOR above 3.5%	$ —
2019 cap agreements	$ 3,500	$ —	$ —	$ —	$ —	$ 3,500	LIBOR above 2.0%	$ 24

For a further discussion of our debt, see Note 13 to our consolidated financial statements at Part II Item 15, "Exhibits, Financial Statement Schedules" – Note 13 – "Long-term debt" as referred from Part II Item 8, "Financial Statements and Supplementary Data."

We believe that our cash flow from operations and other sources of liquidity, including from amounts available under our current credit facilities and our access to the capital markets, will be sufficient to fund our scheduled debt service under the terms of our debt agreements and other obligations for the foreseeable future, including the next 12 months. Our primary recurrent sources of liquidity are cash from operations and cash from borrowings.

One means of assessing exposure to debt-related interest rate changes is a duration-based analysis that measures the potential loss in net income resulting from a hypothetical increase in interest rates of 100 basis points across all variable rate maturities (referred to as a parallel shift in the yield curve). Under this model, with all else constant, it is estimated that such an increase would have reduced net income by approximately $32.4 million, $37.8 million, and $27.6 million, net of tax, for the years ended December 31, 2019, 2018, and 2017, respectively.

Exchange rate sensitivity

While our business is predominantly conducted in the U.S., we have developing operations in nine other countries as well. For financial reporting purposes, the U.S. dollar is our reporting currency. However, the functional currencies of our operating businesses in other countries are typically those of the countries in which they operate. Therefore, changes in the rate of exchange between the U.S. dollar and the local currencies in which our international operations are conducted affect our results of operations and financial position as reported in our consolidated financial statements.

We have consolidated the balance sheets of our non-U.S. dollar denominated operations into U.S. dollars at the exchange rates prevailing at the balance sheet dates and have translated their revenues and expense at average exchange rates during each period. Additionally, our individual subsidiaries are exposed to transactional risks mainly resulting from intercompany transactions between and among subsidiaries with different functional currencies. This exposes the subsidiaries to fluctuations in the rate of exchange between the invoicing or obligation currencies and the currency in which their local operations are conducted.

We evaluate our exposure to foreign exchange risk through the judgment of our international and corporate management teams. Through 2019, our international operations remained fairly small relative to the size of our consolidated financial statements, constituting approximately 8% of our consolidated assets as of December 31, 2019, and approximately 4% of our consolidated revenues for the year ended December 31, 2019. In addition, our foreign currency translation (losses) gains were approximately (1)%, (3)%, and 6% of our consolidated operating income for the years ended December 31, 2019, 2018 and 2017.

Given the small size of our international operations, management does not consider our exposure to foreign exchange risk to be significant to the consolidated enterprise. As such, through December 31, 2019, we have not engaged in transactions to hedge the exposure of our international transactions or net investments to foreign currency risk.

Item 8. Financial Statements and Supplementary Data.

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

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

None.

Item 9A. Controls and Procedures.

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

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

Beginning January 1, 2019, we adopted FASB Accounting Standards Codification Topic 842, *Leases*. As a result of adopting this new standard, we implemented new business processes and related control activities in order to maintain appropriate controls over financial reporting. There was no other change in our internal control over financial reporting that was identified during the evaluation that occurred during the fourth fiscal quarter of 2019 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

Item 9B. Other Information.

None.

PART III

Item 10. Directors, Executive Officers and Corporate Governance.

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

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

The other information required to be disclosed by this item will appear in, and is incorporated by reference from, the sections entitled "Proposal 1 Election of Directors", "Corporate Governance", and "Security Ownership of Certain Beneficial Owners and Management" to be included in our definitive proxy statement relating to our 2020 annual stockholder meeting.

Item 11. Executive Compensation.

The information required by this item will appear in, and is incorporated by reference from, the sections entitled "Executive Compensation", "Pay Ratio Disclosure", "Compensation of Directors" and "Compensation Committee Interlocks and Insider Participation" included in our definitive proxy statement relating to our 2020 annual stockholder meeting. The information required by Item 407(e)(5) of Regulation S-K will appear in and is incorporated by reference from the section entitled "Compensation Committee Report" to be included in our definitive proxy statement relating to our 2020 annual stockholder meeting; however, this information shall not be deemed to be filed.

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

The following table provides information about our common stock that may be issued upon the exercise of stock-settled stock appreciation rights, restricted stock units and other rights under all of our existing equity compensation plans as of December 31, 2019, which consist of our 2011 Incentive Award Plan and our Employee Stock Purchase Plan. The material terms of these plans are described in Note 18 to the consolidated financial statements.

Plan category	Number of shares to be issued upon exercise of outstanding options, warrants and rights[1][2]	Weighted average exercise price of outstanding options, warrants and rights[3]	Number of shares remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))	Total of shares reflected in columns (a) and (c)
	(a)	*(b)*	*(c)*	*(d)*
Equity compensation plans approved by shareholders	10,606,446	$ 64.10	21,958,174	32,564,620
Equity compensation plans not requiring shareholder approval	—	—	—	—
Total	10,606,446	$ 64.10	21,958,174	32,564,620

(1) Does not include the Premium Priced Award described in Note 18, as that Board-approved award remained contingent on stockholder approval of an amendment to our 2011 Incentive Award Plan which did not occur until January 2020.

(2) Includes 1,073,051 shares of common stock reserved for issuance in connection with performance share units at the maximum number of shares issuable thereunder.

(3) This weighted-average excludes full value awards such as restricted stock units and performance share units.

Other information required to be disclosed by Item12 will appear in, and is incorporated by reference from, the section entitled “Security Ownership of Certain Beneficial Owners and Management” to be included in our definitive proxy statement relating to our 2020 annual stockholder meeting.

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

The information required by this item will appear in, and is incorporated by reference from, the section entitled “Certain Relationships and Related Transactions” and the section entitled “Corporate Governance” to be included in our definitive proxy statement relating to our 2020 annual stockholder meeting.

Item 14. Principal Accounting Fees and Services.

The information required by this item will appear in, and is incorporated by reference from, the section entitled “Proposal 2 Ratification of the Appointment of our Independent Registered Public Accounting Firm” to be included in our definitive proxy statement relating to our 2020 annual stockholder meeting.

PART IV

Item 15. Exhibits, Financial Statement Schedules.

(a) Documents filed as part of this Report:

(1) Index to Financial Statements:

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Management's Report on Internal Control Over Financial Reporting	F-1
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Consolidated Statements of Income for the years ended December 31, 2019, 2018, and 2017	F-6
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(2) Index to Financial Statement Schedules:

Schedule II—Valuation and Qualifying Accounts	S-3

(3) Exhibits

The information required by this Item is set forth in the Exhibit Index that precedes the signature pages of this Annual Report on Form 10-K.

Item 16. Form 10-K Summary.

None.

DAVITA INC.
MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

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

During the last fiscal year, the Company conducted an evaluation, under the oversight of the Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's internal control over financial reporting. This evaluation was completed based on the criteria established in the report titled "Internal Control—Integrated Framework (2013)" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

Based upon our evaluation under the COSO framework, we have concluded that the Company's internal control over financial reporting was effective as of December 31, 2019.

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

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors

DaVita Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of DaVita Inc. and subsidiaries (the Company) as of December 31, 2019 and 2018, the related consolidated statements of income, comprehensive income, equity, and cash flow for each of the years in the three-year period ended December 31, 2019, and the related notes and financial statement Schedule II - Valuation and Qualifying Accounts (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2019 and 2018, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2019, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2019, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 21, 2020 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Change in Accounting Principle

As discussed in Notes 1 and 14 to the consolidated financial statements, the Company changed its method of accounting for leases as of January 1, 2019 due to the adoption of the Financial Accounting Standards Board's Accounting Standards Codification Topic 842 *Leases.*

As discussed in Notes 1 and 2 to the consolidated financial statements, the Company changed its method of accounting for revenue recognition as of January 1, 2018 due to the adoption of the Financial Accounting Standards Board's Accounting Standards Codification Topic 606 *Revenue from Contracts with Customers.*

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

U.S. dialysis revenue recognition

As discussed in Notes 1 and 2 to the consolidated financial statements, the Company recognized $10,531 million in U.S. dialysis patient service revenue for the year ended December 31, 2019. There are significant uncertainties associated with

estimating revenue, which generally take several years to resolve. As these estimates are refined over time, both positive and negative adjustments are recognized in the current period.

We identified the evaluation of the recognition of the transaction price the Company expects to collect as a result of satisfying its performance obligations related to U.S. dialysis revenue as a critical audit matter because it involves significant estimation requiring complex auditor judgment. The key assumptions and inputs used to estimate the transaction price relate to ongoing insurance coverage changes, differing interpretations of contract coverage, determination of applicable primary and secondary coverage, coordination of benefits, and varying patient characteristics impacting Medicare reimbursements. Changes to the key assumptions and inputs used in the methodology may have a significant effect on the Company's determination of the estimate.

The primary procedures we performed to address this critical audit matter included the following. We tested certain internal controls over the Company's U.S. dialysis revenue recognition process, including controls related to the methodology used to estimate the transaction price, and the key assumptions and inputs. We developed an independent estimate of the transaction price based on actual and expected cash collections. We evaluated the Company's key assumptions and inputs to estimate the transaction price the Company expects to collect as a result of satisfying its performance obligations by comparing key assumptions to historical collection experience, trends of refunds and payor payment adjustments, delays in the Company's billing and collection process and regulatory compliance matters. Additionally, we compared revenue related to the transaction price estimates recognized in prior periods to actual cash collections related to performance obligations satisfied in prior periods to analyze the Company's ability to estimate the transaction price the Company expects to collect as a result of satisfying its performance obligations.

Evaluation of the goodwill impairment analyses for the Germany kidney care reporting unit

As discussed in Note 10 to the consolidated financial statements, the Company performed annual and other impairment assessments for their reporting units throughout 2019. As a result of these assessments, the Company recognized goodwill impairment charges totaling $119 million related to its Germany kidney care reporting unit during 2019. The goodwill balance for the Germany kidney care reporting unit as ofDecember 31, 2019 was $295 million.

We identified the evaluation of the goodwill impairment analyses for the Germany kidney care reporting unit as a critical audit matter. The evaluations included assessing the key assumptions used in estimating the fair value of the reporting unit, such as forecasted revenue growth, projected profit margins, discount rates, and revenue and clinical earnings before interest, taxes, depreciation, and amortization (EBITDA) multiples. Evaluation of these key assumptions involved a high degree of subjectivity and auditor judgment as changes to these assumptions could have a significant impact on the goodwill impairment charges recognized.

The primary procedures we performed to address this critical audit matter included the following. We tested certain internal controls over the Company's goodwill impairment assessment process, including controls over the development of key assumptions as described above. We assessed the Company's ability to forecast by comparing prior year actual results of the reporting unit to previously forecasted amounts for the reporting unit. We evaluated the Company's forecasted revenue growth rates and projected profit margins for the reporting unit by comparing the projections to the Company's underlying business strategies and operating plans for the reporting unit and other industry and market data. In addition, we involved valuation professionals with specialized skills and knowledge, who assisted in:

- evaluating the revenue growth rates and projected profit margins for the reporting unit by comparing projected rates with comparable companies;
- comparing the discount rates for the reporting unit to a discount rate range that was independently developed using publicly available market data for comparable companies;
- evaluating the revenue and clinical EBITDA multiples utilized in the Company's valuation of the reporting unit by comparing the multiples selected to a range of multiples from comparable transactions; and
- assessing the valuation methodology used by the Company to estimate the fair value of the reporting unit.

Evaluation of legal proceedings and regulatory matters

As discussed in Notes 1 and 16 to the consolidated financial statements, the Company operates in a highly regulated industry and is a party to various lawsuits, claims, *qui tam* suits, governmental investigations and audits (including investigations resulting from its obligation to self-report suspected violations of law) and other legal proceedings. The Company records accruals for certain legal proceedings and regulatory matters to the extent that the Company determines an unfavorable outcome is probable and the amount of the loss can be reasonably estimated.

We identified the evaluation of the recorded amounts or related disclosures for these legal proceedings and regulatory matters as a critical audit matter. A high degree of auditor judgment was required due to the nature of the estimates and assumptions that are part of the Company's process. Such estimates and assumptions primarily relate to the probability and corresponding estimate of the monetary loss in the event of an unfavorable outcome for the Company.

The primary procedures we performed to address this critical audit matter included the following. We tested certain internal controls over the Company's legal proceedings and regulatory matters process, including controls over the development of significant judgments used to estimate, record, and disclose the Company's exposure related to legal proceedings and regulatory matters. We tested existing legal proceedings and regulatory matters by 1) reading certain written correspondence received from outside parties, 2) reading certain written responses provided to outside parties, and 3) obtaining invoice and cash payment documentation for a sample of transactions. We read letters received directly from the Company's external and internal legal counsel that described certain legal proceedings and regulatory matters. We also evaluated the Company's ability to estimate its monetary losses relating to legal proceedings and regulatory matters by comparing historically recorded liabilities for certain prior legal proceedings and regulatory matters to actual monetary losses incurred upon resolution of such prior legal proceedings and regulatory matters. We involved forensic professionals with specialized skills and knowledge who assisted in evaluating the Company's compliance hotline records. Additionally, we assessed the population of legal proceedings and regulatory matters, as well as the sufficiency of the recorded amounts or related disclosures 1) by making inquiries of certain key executives and directors and 2) based on information received through procedures described above and through publicly available information about the Company, its competitors, and the industry.

/s/ KPMG LLP

We have served as the Company's auditor since 2000.

Seattle, Washington
February 21, 2020

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors
DaVita Inc.:

Opinion on Internal Control Over Financial Reporting

We have audited DaVita Inc. and subsidiaries' (the Company) internal control over financial reporting as ofDecember 31, 2019, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2019, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2019 and 2018, the related consolidated statements of income, comprehensive income, equity, and cash flow for each of the years in the three-year period ended December 31, 2019, and the related notes and financial statement Schedule II - Valuation and Qualifying Accounts (collectively, the consolidated financial statements), and our report dated February 21, 2020 expressed an unqualified opinion on those consolidated financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. 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 of internal control over financial reporting 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.

Definition and Limitations of Internal Control Over Financial Reporting

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.

/s/ KPMG LLP

Seattle, Washington
February 21, 2020

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

	Year ended December 31,		
	2019	**2018**	**2017**
Dialysis patient service revenues	$ 10,918,421	$ 10,709,981	$ 10,093,670
Provision for uncollectible accounts	(21,715)	(49,587)	(485,364)
Net dialysis patient service revenues	10,896,706	10,660,394	9,608,306
Other revenues	491,773	744,457	1,268,328
Total revenues	11,388,479	11,404,851	10,876,634
Operating expenses and charges:			
Patient care costs	7,914,485	8,195,513	7,640,005
General and administrative	1,103,312	1,135,454	1,064,026
Depreciation and amortization	615,152	591,035	559,911
Provision for uncollectible accounts	—	(7,300)	(7,033)
Equity investment (income) loss	(12,679)	4,484	8,640
Investment and other asset impairments	—	17,338	295,234
Goodwill impairment charges	124,892	3,106	36,196
Gain on changes in ownership interest, net	—	(60,603)	(6,273)
Gain on settlement, net	—	—	(526,827)
Total operating expenses and charges	9,745,162	9,879,027	9,063,879
Operating income	1,643,317	1,525,824	1,812,755
Debt expense	(443,824)	(487,435)	(430,634)
Debt prepayment, refinancing and redemption charges	(33,402)	—	—
Other income, net	29,348	10,089	17,665
Income from continuing operations before income taxes	1,195,439	1,048,478	1,399,786
Income tax expense	279,628	258,400	323,859
Net income from continuing operations	915,811	790,078	1,075,927
Net income (loss) from discontinuing operations, net of tax	105,483	(457,038)	(245,372)
Net income	1,021,294	333,040	830,555
Less: Net income attributable to noncontrolling interests	(210,313)	(173,646)	(166,937)
Net income attributable to DaVita Inc.	$ 810,981	$ 159,394	$ 663,618
Earnings per share attributable to DaVita Inc.:			
Basic net income from continuing operations per share	$ 4.61	$ 3.66	$ 4.78
Basic net income per share	$ 5.29	$ 0.93	$ 3.52
Diluted net income from continuing operations per share	$ 4.60	$ 3.62	$ 4.71
Diluted net income per share	$ 5.27	$ 0.92	$ 3.47
Weighted average shares for earnings per share:			
Basic	153,180,908	170,785,999	188,625,559
Diluted	153,812,064	172,364,581	191,348,533
Amounts attributable to DaVita Inc.:			
Net income from continuing operations	$ 706,832	$ 624,321	$ 901,277
Net income (loss) from discontinued operations	104,149	(464,927)	(237,659)
Net income attributable to DaVita Inc.	$ 810,981	$ 159,394	$ 663,618

See notes to consolidated financial statements.

DAVITA INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(dollars in thousands)

	Year ended December 31,		
	2019	**2018**	**2017**
Net income	$ 1,021,294	$ 333,040	$ 830,555
Other comprehensive (loss) income:			
Unrealized gains (losses) on interest rate cap agreements, net:			
Unrealized gains (losses)	1,151	(133)	(5,437)
Reclassification into net income	6,377	6,286	5,058
Unrealized losses on investments, net:			
Unrealized losses	—	—	3,705
Reclassification into net income	—	—	(220)
Unrealized (losses) gains on foreign currency translation:			
Foreign currency translation adjustments	(20,102)	(45,944)	99,770
Other comprehensive (loss) income	(12,574)	(39,791)	102,876
Total comprehensive income	1,008,720	293,249	933,431
Less: Comprehensive income attributable to noncontrolling interests	(210,313)	(173,646)	(166,935)
Comprehensive income attributable to DaVita Inc.	$ 798,407	$ 119,603	$ 766,496

See notes to consolidated financial statements.

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

	December 31, 2019	December 31, 2018
ASSETS		
Cash and cash equivalents	$ 1,102,372	$ 323,038
Restricted cash and equivalents	106,346	92,382
Short-term investments	11,572	2,935
Accounts receivable, net	1,795,598	1,858,608
Inventories	97,949	107,381
Other receivables	489,695	469,796
Prepaid and other current assets	66,866	111,840
Income tax receivable	19,772	68,614
Current assets held for sale, net	—	5,389,565
Total current assets	3,690,170	8,424,159
Property and equipment, net	3,473,384	3,393,669
Operating lease right-of-use assets	2,830,047	—
Intangible assets, net	135,684	118,846
Equity method and other investments	241,983	224,611
Long-term investments	36,519	35,424
Other long-term assets	115,972	71,583
Goodwill	6,787,635	6,841,960
	$ 17,311,394	$ 19,110,252
LIABILITIES AND EQUITY		
Accounts payable	$ 403,840	$ 463,270
Other liabilities	756,174	595,850
Accrued compensation and benefits	695,052	658,913
Current portion of operating lease liabilities	343,912	—
Current portion of long-term debt	130,708	1,929,369
Income tax payable	42,412	—
Current liabilities held for sale	—	1,243,759
Total current liabilities	2,372,098	4,891,161
Long-term operating lease liabilities	2,723,800	—
Long-term debt	7,977,526	8,172,847
Other long-term liabilities	160,809	450,669
Deferred income taxes	577,543	562,536
Total liabilities	13,811,776	14,077,213
Commitments and contingencies		
Noncontrolling interests subject to put provisions	1,180,376	1,124,641
Equity:		
Preferred stock ($0.001 par value, 5,000,000 shares authorized; none issued)		
Common stock ($0.001 par value, 450,000,000 shares authorized; 125,842,853 and 166,387,307 shares issued and outstanding at December 31, 2019 and 2018, respectively)	126	166
Additional paid-in capital	749,043	995,006
Retained earnings	1,431,738	2,743,194
Accumulated other comprehensive loss	(47,498)	(34,924)
Total DaVita Inc. shareholders' equity	2,133,409	3,703,442
Noncontrolling interests not subject to put provisions	185,833	204,956
Total equity	2,319,242	3,908,398
	$ 17,311,394	$ 19,110,252

See notes to consolidated financial statements.

DAVITA INC.
CONSOLIDATED STATEMENTS OF CASH FLOW
(dollars in thousands)

	Year ended December 31,		
	2019	**2018**	**2017**
Cash flows from operating activities:			
Net income	$ 1,021,294	$ 333,040	$ 830,555
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	615,152	591,035	777,485
Impairment charges	124,892	61,981	981,589
Valuation adjustment on disposal group	—	316,840	—
Debt prepayment, refinancing and redemption charges	33,402	—	—
Stock-based compensation expense	67,850	73,061	35,092
Deferred income taxes	41,723	273,660	(395,217)
Equity investment income, net	8,582	26,449	28,925
Loss (gain) on sales of business interests, net	23,022	(85,699)	(23,402)
Other non-cash charges, net	49,579	82,374	66,920
Changes in operating assets and liabilities, net of effect of acquisitions and divestitures:			
Accounts receivable	(79,957)	(81,176)	(156,305)
Inventories	10,158	73,505	(18,625)
Other receivables and other current assets	2,790	236,995	(111,432)
Other long-term assets	6,965	3,497	(11,945)
Accounts payable	(84,539)	(35,959)	26,876
Accrued compensation and benefits	(14,697)	84,165	(78,239)
Other current liabilities	181,940	(157,462)	1,908
Income taxes	95,645	(23,635)	(52,176)
Other long-term liabilities	(31,446)	(1,031)	11,157
Net cash provided by operating activities	2,072,355	1,771,640	1,913,166
Cash flows from investing activities:			
Additions of property and equipment	(766,546)	(987,138)	(905,250)
Acquisitions	(100,861)	(183,156)	(803,879)
Proceeds from asset and business sales	3,877,392	150,205	92,336
Purchase of other debt and equity investments	(5,458)	(8,448)	(13,117)
Purchase of investments held-to-maturity	(101,462)	(5,963)	(228,990)
Proceeds from sale of other debt and equity investments	3,676	9,526	6,408
Proceeds from investments held-to-maturity	95,376	34,862	492,470
Purchase of equity investments	(9,366)	(19,177)	(4,816)
Distributions received on equity investments	2,589	3,646	106
Net cash provided by (used in) investing activities	2,995,340	(1,005,643)	(1,364,732)
Cash flows from financing activities:			
Borrowings	38,525,850	59,934,750	50,991,960
Payments on long-term debt and other financing costs	(40,606,041)	(59,239,973)	(50,837,112)
Purchase of treasury stock	(2,383,816)	(1,161,511)	(802,949)
Distributions to noncontrolling interests	(233,123)	(196,441)	(211,467)
Stock award exercises and other share issuances, net	11,382	13,577	21,252
Contributions from noncontrolling interests	57,317	52,311	74,552
Proceeds from sales of additional noncontrolling interest	—	15	2,864
Purchases of noncontrolling interests	(68,019)	(28,082)	(5,357)
Net cash used in financing activities	(4,696,450)	(625,354)	(766,257)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(1,760)	(3,350)	254
Net increase (decrease) in cash, cash equivalents and restricted cash	369,485	137,293	(217,569)
Less: Net (decrease) increase in cash, cash equivalents and restricted cash from discontinued operations	(423,813)	240,793	(53,026)
Net increase (decrease) in cash, cash equivalents and restricted cash from continuing operations	793,298	(103,500)	(164,543)
Cash, cash equivalents and restricted cash of continuing operations at beginning of the year	415,420	518,920	683,463
Cash, cash equivalents and restricted cash of continuing operations at end of the year	$ 1,208,718	$ 415,420	$ 518,920

See notes to consolidated financial statements.

DAVITA INC.
CONSOLIDATED STATEMENTS OF EQUITY
(dollars and shares in thousands)

	Non-controlling interests subject to put provisions	DaVita Inc. Shareholders' Equity								Non-controlling interests not subject to put provisions
		Common stock		Additional paid-in capital	Retained earnings	Treasury stock		Accumulated other comprehensive income (loss)	Total	
		Shares	Amount			Shares	Amount			
Balance at December 31, 2016	$ 973,258	194,554	$ 195	$ 1,027,182	$ 3,710,313	—	$ —	$ (89,643)	$ 4,648,047	$ 201,694
Comprehensive income:										
Net income	103,641				663,618				663,618	63,296
Other comprehensive income								102,878	102,878	(2)
Stock purchase shares issued		360		22,131					22,131	
Stock unit shares issued		117		(101)					(101)	
Stock-settled SAR shares issued		398		—					—	
Stock-settled stock-based compensation expense				34,981					34,981	
Changes in noncontrolling interest from:										
Distributions	(128,853)									(82,614)
Contributions	52,911									21,641
Acquisitions and divestitures	43,799			(823)					(823)	(5,770)
Partial purchases	(397)			(2,752)					(2,752)	(2,208)
Fair value remeasurements	(32,999)			32,999					32,999	
Purchase of treasury stock						(12,967)	(810,949)		(810,949)	
Retirement of treasury stock		(12,967)	(13)	(70,718)	(740,218)	12,967	810,949			
Balance at December 31, 2017	$ 1,011,360	182,462	$ 182	$ 1,042,899	$ 3,633,713	—	$ —	$ 13,235	$ 4,690,029	$ 196,037
Cumulative effect of change in accounting principle					8,368			(8,368)	—	
Comprehensive income:										
Net income	105,531				159,394				159,394	68,115
Other comprehensive income								(39,791)	(39,791)	
Stock purchase shares issued		398		17,398					17,398	
Stock unit shares issued		158		(448)					(448)	
Stock-settled SAR shares issued		213	1	(4,887)					(4,886)	
Stock-settled stock-based compensation expense				73,081					73,081	
Changes in noncontrolling interest from:										
Distributions	(119,173)									(77,268)
Contributions	32,918									19,393
Acquisitions and divestitures	79,078			3,546					3,546	318
Partial purchases	(8,546)			(17,897)					(17,897)	(1,639)
Fair value remeasurements	23,473			(23,473)					(23,473)	
Purchase of treasury stock						(16,844)	(1,153,511)		(1,153,511)	
Retirement of treasury stock		(16,844)	(17)	(95,213)	(1,058,281)	16,844	1,153,511		—	
Balance at December 31, 2018	$ 1,124,641	166,387	$ 166	$ 995,006	$ 2,743,194	—	$ —	$ (34,924)	$ 3,703,442	$ 204,956

DAVITA INC.
CONSOLIDATED STATEMENTS OF EQUITY - continued
(dollars and shares in thousands)

	Non-controlling interests subject to put provisions	DaVita Inc. Shareholders' Equity								Non-controlling interests not subject to put provisions
		Common stock		Additional paid-in capital	Retained earnings	Treasury stock		Accumulated other comprehensive income (loss)	Total	
		Shares	Amount			Shares	Amount			
Cumulative effect of change in accounting principle	(38)				39,876				39,876	(6)
Comprehensive income:										
Net income	143,413				810,981				810,981	66,900
Other comprehensive income								(12,574)	(12,574)	
Stock purchase shares issued		315	1	16,569					16,570	
Stock unit shares issued		160		(3,246)					(3,246)	
Stock-settled SAR shares issued		1		(44)					(44)	
Stock-settled stock-based compensation expense				67,549					67,549	
Changes in noncontrolling interest from:										
Distributions	(155,011)									(78,112)
Contributions	35,572									21,745
Acquisitions and divestitures	(6,332)									(10,170)
Partial purchases	(11,394)			(37,145)					(37,145)	(19,480)
Fair value remeasurements	49,525			(49,525)					(49,525)	
Purchase of treasury stock						(41,020)	(2,402,475)		(2,402,475)	
Retirement of treasury stock		(41,020)	(41)	(240,121)	(2,162,313)	41,020	2,402,475		—	
Balance at December 31, 2019	$ 1,180,376	125,843	$ 126	$ 749,043	$ 1,431,738	—	$ —	$ (47,498)	$ 2,133,409	$ 185,833

See notes to consolidated financial statements.

1. Organization and summary of significant accounting policies

Organization

The Company's operations are comprised of its dialysis and related lab services to patients in the United States (its U.S. dialysis business), its ancillary services and strategic initiatives including its international operations (collectively, its ancillary services), and its corporate administrative support.

The Company's largest line of business is its U.S. dialysis business, which operates kidney dialysis centers in the U.S. for patients suffering from chronic kidney failure, also known as end stage renal disease (ESRD). As of December 31, 2019, the Company operated or provided administrative services through a network of 2,753 U.S. outpatient dialysis centers in 46 states and the District of Columbia, serving a total of approximately 206,900 patients. In addition, as of December 31, 2019, the Company operated or provided administrative services to a total of 259 outpatient dialysis centers serving approximately 28,700 patients located in ten countries outside of the U.S.

On June 19, 2019, the Company completed the sale of its DaVita Medical Group (DMG) business to Collaborative Care Holdings, LLC (Optum), a subsidiary of UnitedHealth Group Inc. As a result of this transaction, DMG's results of operations have been reported as discontinued operations for all periods presented in these consolidated financial statements. For financial information about the DMG business, see Note 22.

The Company's U.S. dialysis business qualifies as a separately reportable segment and the Company's ancillary services, including its international operations, have been combined and disclosed in the other segments category.

Basis of presentation

These consolidated financial statements are prepared in accordance with United States generally accepted accounting principles (U.S. GAAP). The financial statements include DaVita Inc. and its subsidiaries, partnerships and other entities in which it maintains a majority voting or other controlling financial interest (collectively, the Company). All significant intercompany transactions and balances have been eliminated. Equity investments in investees over which the Company only has significant influence are recorded on the equity method, while investments in other equity securities are recorded at fair value or on the adjusted cost method, as applicable. For the Company's international subsidiaries, local currencies are considered their functional currencies. Translation adjustments result from translating the financial statements of the Company's international subsidiaries from their functional currencies into the Company's reporting currency (the U.S. dollar, or USD). Prior year balances and amounts have been reclassified to conform to the current year presentation.

The Company has evaluated subsequent events through the date these consolidated financial statements were issued and has included all necessary adjustments and disclosures.

Use of estimates

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

The most significant assumptions and estimates underlying these consolidated financial statements and accompanying notes involve revenue recognition and accounts receivable, contingencies, impairments of goodwill and investments, accounting for income taxes and certain fair value estimates. Specific estimating risks and contingencies are further addressed within these notes to the consolidated financial statements.

Revenues

On January 1, 2018, the Company adopted Financial Accounting Standards Board (FASB) Accounting Standards Codification Topic 606*Revenue from Contracts with Customers* (Topic 606) using the cumulative effect method for those

contracts that were not substantially completed as of January 1, 2018. Results for reporting periods beginning on and after January 1, 2018 are presented under Topic 606, while prior period amounts continue to be presented in accordance with the Company's historical accounting under *Revenue Recognition* (Topic 605).

The adoption of this new standard primarily changed the Company's presentation of revenues, provision for uncollectible accounts and allowance for doubtful accounts. Topic 606 requires revenue to be recognized based on the Company's estimate of the transaction price the Company expects to collect as a result of satisfying its performance obligations. Accordingly, for performance obligations satisfied after the adoption of Topic 606, the Company no longer separately presents a provision for uncollectible accounts on the consolidated income statement and no longer presents the related allowance for doubtful accounts on the consolidated balance sheet. However, as a result of the Company's election to apply Topic 606 only to contracts not substantially completed as of January 1, 2018, the Company continues to maintain an allowance for doubtful accounts related to performance obligations satisfied prior to the adoption of Topic 606. Net collections or write-offs of accounts receivable generated prior to January 1, 2018, beyond amounts previously reserved thereon, are presented in the provision for uncollectible accounts on the consolidated income statement in accordance with Topic 605.

Dialysis patient service revenues

Revenues are recognized based on the Company's estimate of the transaction price the Company expects to collect as a result of satisfying its performance obligations. Dialysis patient service revenues are recognized in the period services are provided based on these estimates. Revenues consist primarily of payments from government and commercial health plans for dialysis services provided to patients. A usual and customary fee schedule is maintained for the Company's dialysis treatments and related lab services; however, actual collectible revenue is normally recognized at a discount from the fee schedule.

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

Under Medicare's bundled payment rate system, services covered by Medicare are subject to estimating risk, whereby reimbursements from Medicare can vary significantly depending upon certain patient characteristics and other variable factors. Even with the bundled payment rate system, Medicare payments for bad debt claims as established by cost reports require evidence of collection efforts. As a result, billing and collection of Medicare bad debt claims can be delayed significantly and final payment is subject to audit. The Company's revenue recognition is estimated based on its judgment regarding its ability to collect, which depends upon its ability to effectively capture, document and bill for Medicare's base payment rate as well as these other variable factors.

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

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

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

Other revenues

Other revenues consist of fees for management and administrative support services provided to outpatient dialysis centers that the Company does not own or in which the Company owns a noncontrolling interest, revenues associated with the Company's non-dialysis ancillary services and strategic initiatives, and administrative and management support services to certain non-dialysis joint ventures in which the Company owns a noncontrolling interest. Revenues associated with dialysis management services, disease management services, clinical research programs, physician services, ESRD seamless care

organizations, and comprehensive care are estimated in the period services are provided. Revenues associated with pharmacy services were estimated as prescriptions were filled and shipped to patients. Revenues associated with direct primary care were estimated over the membership period.

Other income

Other income includes interest income on cash and cash equivalents and short- and long-term investments, realized and unrealized gains and losses recognized on investments, and foreign currency transaction gains and losses.

Cash and cash equivalents

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

Restricted cash and equivalents

Restricted cash and cash equivalents are primarily held in trust to satisfy insurer and state regulatory requirements related to the wholly-owned captive insurance companies that bear professional and general liability and workers' compensation risks for the Company.

Investments in debt and equity securities

The Company classifies certain debt securities as held-to-maturity and records them at amortized cost based on the Company’s intentions and strategies concerning those investments. Equity securities that have readily determinable fair values or redemption values are classified as short-term or long-term investments and recorded at estimated fair value with changes in fair value recognized in current earnings.

Inventories

Inventories are stated at the lower of cost (first-in, first-out) or net realizable value and consist principally of pharmaceuticals and dialysis-related supplies. Rebates related to inventory purchases are recorded when earned and are based on certain qualification requirements which are dependent on a variety of factors including future pricing levels from the manufacturer and related data submission.

Property and equipment

Property and equipment is stated at cost less accumulated depreciation and amortization and is further reduced by any impairments. Maintenance and repairs are charged to expense as incurred. Depreciation and amortization expenses are computed using the straight-line method over the useful lives of the assets estimated as follows: buildings, 25 years to 40 years; leasehold improvements, the shorter of ten years or the expected lease term; and equipment and information systems, principally three years to 15 years. Disposition gains and losses are included in current operating expenses. Property and equipment assets are reviewed for possible impairment whenever significant events or changes in circumstances indicate that an impairment may have occurred.

Leases

The Company leases substantially all of its U.S. dialysis facilities. The Company categorizes leases with contractual terms longer than twelve months as either operating or finance leases. Finance leases are generally those leases that allow the Company to substantially utilize or pay for the entire asset over its estimated life. All other leases are categorized as operating leases.

Assets acquired under finance leases are recorded on the balance sheet within property and equipment, net and liabilities for finance lease obligations are recorded within long-term debt. Finance lease assets are amortized to depreciation expense on a straight-line basis over the shorter of their estimated useful lives or the lease term.

Rights to use assets under operating leases are recorded on the balance sheet as operating lease right-of-use assets and liabilities for operating lease obligations are recorded as operating lease liabilities. Reductions in the carrying amount of operating lease right-of-use assets are recorded to rent expense over the lease term.

The majority of the Company’s facilities are leased under non-cancellable operating leases ranging in terms fromfive years to 15 years and which contain renewal options of five years to ten years at the fair rental value at the time of renewal. The

Company has elected the practical expedient to not separate lease components from non-lease components for its financing and operating leases.

Amortizable intangibles

Amortizable intangible assets and liabilities include noncompetition agreements and hospital acute services contracts, each of which have finite useful lives. Amortization expense is computed using the straight-line method over the useful lives of the assets estimated as follows: non-competition agreements over three years to ten years, and hospital acute service contracts over the contract period. Amortizable intangible assets are reviewed for possible impairment whenever significant events or changes in circumstances indicate that an impairment may have occurred.

Indefinite-lived intangibles

Indefinite-lived intangible assets include international licenses and accreditations that allow the Company to be reimbursed for providing dialysis services to patients, each of which has an indefinite useful life. Indefinite-lived intangibles are not amortized, but are assessed for impairment at least annually and whenever significant events or changes in circumstances indicate that an impairment may have occurred.

Equity method and other investments

Equity investments that do not have readily determinable fair values are carried on the equity method if the Company maintains significant influence over the investee or on the adjusted cost method if it does not. The adjusted cost method represents the Company's cost for an investment, net of any other-than-temporary impairment, or a subsequent observation of the investment's fair value. The Company classifies its equity and adjusted cost method investments as “Equity method and other investments” on its balance sheet. See Note 9 for further details, including recent changes to the Company's accounting for these investments.

Equity method and other investments are assessed for other-than-temporary impairment when significant events or changes in circumstances indicate that an other-than-temporary impairment may have occurred. An other-than-temporary impairment charge is recorded when the fair value of an investment has fallen below its carrying amount and the shortfall is expected to be indefinitely or permanently unrecoverable.

Goodwill

Goodwill represents the difference between the fair value of businesses acquired and the fair value of the identifiable tangible and intangible net assets acquired. Goodwill is not amortized, but is assessed by individual reporting unit for impairment as circumstances warrant and at least annually. An impairment charge is recognized when and to the extent a reporting unit's carrying amount is determined to exceed its fair value. The Company operates multiple reporting units. See Note 10 for further details.

Self-insurance

The Company predominantly self-insures its professional and general liability and workers' compensation risks through its wholly-owned captive insurance companies, with excess or reinsurance coverage for additional risk. The Company is also predominantly self-insured with respect to employee medical and other health benefits. The Company records insurance liabilities for the professional and general liability, workers’ compensation, and employee health benefit risks that it retains and estimates its liability for those risks using third party actuarial calculations that are based upon historical claims experience and expectations for future claims.

Income taxes

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

The Company uses a recognition threshold of more-likely-than-not and a measurement attribute on all tax positions taken or expected to be taken in a tax return in order to be recognized in the financial statements. Once the recognition threshold is met, the tax position is then measured to determine the actual amount of benefit to recognize in the financial statements.

Stock-based compensation

The Company's stock-based compensation expense for stock-settled awards is measured at the estimated fair value of awards on the date of grant and recognized on a cumulative straight-line basis over the vesting terms of the awards, unless the stock awards are based on non-market based performance metrics, in which case expense is adjusted for the ultimate number of shares expected to be issued as of the end of each reporting period. Stock-based compensation expense for cash-settled awards is based on their estimated fair values as of the end of each reporting period. The expense for all stock-based awards is recognized net of expected forfeitures.

Interest rate cap agreements

The Company often carries a combination of current or forward interest rate caps on portions of its variable rate debt as a means of hedging its exposure to changes in LIBOR interest rates as part of its overall interest rate risk management strategy. These interest rate caps are not held for trading or speculative purposes and are designated as qualifying cash flow hedges. See Note 13 for further details.

Noncontrolling interests

Noncontrolling interests represent third-party equity ownership interests in entities which are consolidated by the Company for financial statement reporting purposes. As of December 31, 2019, third parties held noncontrolling equity interests in 672 consolidated legal entities.

Fair value estimates

The Company relies on fair value measurements and estimates for purposes that require the recording, reassessment, or adjustment of the carrying amounts of certain assets, liabilities, and noncontrolling interests subject to put provisions (redeemable equity interests classified as temporary equity). These purposes can include the accounting for business combination transactions; impairment assessments for goodwill, other intangible assets, or other long-lived assets; recurrent revaluation of investments in debt and equity securities, contingent earn-out obligations, interest rate cap agreements or other derivative instruments, and noncontrolling interests subject to put provisions; and the accounting for equity method and other investments and stock-based compensation, as applicable. The Company has also classified its assets, liabilities and temporary equity into the appropriate fair value hierarchy levels as defined by the FASB. See Note 24 for further details.

New accounting standards

New standards recently adopted

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*. The amendments in Topic 842 revise lessee accounting for leases. Under the new guidance, lessees are required to recognize a lease liability and a right-of-use asset for substantially all leases with lease terms in excess of twelve months. The new lease guidance also simplifies the accounting for sale leaseback transactions primarily because lessees must recognize lease assets and lease liabilities. The Company adopted Topic 842 as of January 1, 2019 using a modified retrospective transition approach with a cumulative effect adjustment for leases existing at the adoption date. The Company elected to apply the package of practical expedients to not reassess prior conclusions related to contracts containing leases, lease classification and initial direct costs. Adoption of Topic 842 as of January 1, 2019 resulted in the recognition of operating right-of-use assets of $2,783,784, operating lease liabilities of $3,001,354 and a cumulative effect adjustment to retained earnings of $39,876, primarily related to deferred gains on prior sale leaseback transactions. Adoption of this new lease guidance did not materially impact the Company's consolidated net earnings and had no impact on cash flows. See Note 14 for further details.

In August 2017, the FASB issued ASU No. 2017-12, *Derivatives and Hedging (Topic 815): Targeted Improvements to Accounting for Hedging Activities.* The amendments in this ASU better align an entity's risk management activities and financial reporting for hedging relationships through changes to both the designation and measurement guidance for qualifying hedging relationships and the presentation of hedge results. The amendments in this ASU were effective for the Company on January 1, 2019. Adoption of this ASU did not have a material impact on the Company's consolidated financial statements.

New standards not yet adopted

In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments.* The amendments in this ASU change the approach for recognizing credit losses on financial assets from the incurred loss methodology in current U.S. GAAP to a methodology that reflects current expected credit losses, which requires consideration of a broader range of reasonable and supportable information to inform those credit loss estimates. The current incurred loss model delays recognition of credit losses until it is probable that a loss has been incurred, while this ASU's new current expected credit loss model requires estimation of credit losses expected over the life of the financial asset or group of similar financial assets. The amendments in this ASU are effective for the Company on January 1, 2020 and are to be applied on a modified retrospective approach. The Company has evaluated the impact of this standard on its consolidated financial statements, including accounting policies, processes, and systems, and does not expect the impact to be material.

In August 2018, the FASB issued ASU No. 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework -Changes to the Disclosure Requirements for Fair Value Measurement*. The applicable amendments in this ASU remove requirements for disclosures concerning transfers between fair value measurement Levels 1, 2 and 3 and disclosures concerning valuation processes for Level 3 fair value measurements. The applicable amendments also add a requirement to separately disclose the changes in unrealized gains and losses included in other comprehensive income for the reporting period for Level 3 items measured at fair value on a recurring basis, and require disclosure of the range and weighted average of significant unobservable inputs used to develop Level 3 fair value measurements. The amendments in this ASU are effective for the Company beginning on January 1, 2020 and its new requirements are to be applied on a prospective basis. Adoption of this ASU is not expected to have a material impact on the Company's consolidated financial statements.

In December 2019, the FASB issued ASU 2019-12 *Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes* ASU 2019-12 attempts to simplify aspects of accounting for franchise taxes and enacted changes in tax laws or rates, and clarifies the accounting for transactions that result in a step-up in the tax basis of goodwill. ASU 2019-12 is effective for public business entities for fiscal years beginning after December 15, 2020, including interim periods within that fiscal year. Early adoption is permitted for all entities. The Company is currently assessing the effect this guidance may have on its consolidated financial statements.

2. Revenue recognition and accounts receivable

The following table summarizes the Company's segment revenues by primary payor source:

	Year ended December 31, 2019		
	U.S. dialysis	Other - Ancillary services	Consolidated
Patient service revenues:			
Medicare and Medicare Advantage	$ 6,129,697	$	$ 6,129,697
Medicaid and Managed Medicaid	669,089		669,089
Other government	446,010	352,765	798,775
Commercial	3,286,089	144,256	3,430,345
Other revenues:			
Medicare and Medicare Advantage		264,538	264,538
Medicaid and Managed Medicaid		606	606
Commercial		130,823	130,823
Other[(1)]	32,021	78,940	110,961
Eliminations of intersegment revenues	(132,325)	(14,030)	(146,355)
Total	$ 10,430,581	$ 957,898	$ 11,388,479

(1) Other consists of management service fees earned in the respective Company line of business as well as other revenue from the Company's ancillary services.

	Year ended December 31, 2018		
	U.S. dialysis	Other - Ancillary services	Consolidated
Patient service revenues:			
Medicare and Medicare Advantage	$ 6,063,891	$	$ 6,063,891
Medicaid and Managed Medicaid	628,766		628,766
Other government	446,999	335,594	782,593
Commercial	3,176,413	101,681	3,278,094
Other revenues:			
Medicare and Medicare Advantage		492,812	492,812
Medicaid and Managed Medicaid		44,246	44,246
Commercial		90,890	90,890
Other[1]	19,880	130,865	150,745
Eliminations of intersegment revenues	(92,950)	(34,236)	(127,186)
Total	$ 10,242,999	$ 1,161,852	$ 11,404,851

(1) Other consists of management service fees earned in the respective Company line of business as well as other revenue from the Company's ancillary services.

	Year ended December 31, 2017[1]		
	U.S. dialysis	Other - Ancillary services	Consolidated
Patient service revenues:			
Medicare and Medicare Advantage	$ 5,253,012	$	$ 5,253,012
Medicaid and Managed Medicaid	606,827		606,827
Other government	362,567	259,651	622,218
Commercial	3,117,920	63,505	3,181,425
Other revenues:			
Medicare and Medicare Advantage		902,289	902,289
Medicaid and Managed Medicaid		71,426	71,426
Commercial		116,503	116,503
Other[2]	19,739	182,974	202,713
Eliminations of intersegment revenues	(55,176)	(24,603)	(79,779)
Total	$ 9,304,889	$ 1,571,745	$ 10,876,634

(1) As noted above, prior period amounts have not been adjusted under the cumulative effect method. In this table, the Company's U.S. dialysis revenues for the year ended December 31, 2017 has been presented net of the provision for uncollectible accounts of $485,364 to conform to the current period presentation.

(2) Other consists of management service fees earned in the respective Company line of business as well as other revenue from the Company's ancillary services.

The Company's allowance for doubtful accounts related to performance obligations satisfied prior to the adoption of Topic 606 was $8,328 and $52,924 as of December 31, 2019 and 2018, respectively.

As described in Note 1, there are significant risks associated with estimating revenue, many of which take several years to resolve. These estimates are subject to ongoing insurance coverage changes, geographic coverage differences, differing interpretations of contract coverage and other payor issues, as well as patient issues including determining applicable primary and secondary coverage, changes in patient coverage and coordination of benefits. As these estimates are refined over time, both positive and negative adjustments to revenue are recognized in the current period. As a result of these changes in estimates, additional revenue of $37,274 was recognized during the year ended December 31, 2019 associated with performance obligations satisfied prior to January 1,2019 and additional revenue of $88,495 was recognized during the year ended December 31, 2018 associated with performance obligations satisfied in years prior to the adoption of Topic 606, which

included a benefit of $36,000 from electing to apply Topic 606 only to contracts not substantially completed as of January 1,2018.

There is no single commercial payor that accounted for more than 10% of total consolidated accounts receivable or consolidated revenues at or for the years ended December 31, 2019 or 2018.

Net dialysis services accounts receivable and other receivables from Medicare, including Medicare-assigned plans, and Medicaid, including managed Medicaid plans, were approximately $1,038,248 and $1,080,561 as of December 31, 2019 and 2018, respectively. Approximately 18% of the Company's net patient services accounts receivable balances as of both December 31, 2019 and 2018, were more than six months old. There were no significant balances over one year old at December 31, 2019. The Company's accounts receivable are principally due from Medicare and Medicaid programs and commercial insurance plans.

3. Earnings per share

Basic earnings per share is calculated by dividing net income attributable to the Company, adjusted for any change in noncontrolling interest redemption rights in excess of fair value, by the weighted average number of common shares outstanding, reduced for 2018 and 2017 by the weighted average shares held in escrow that under certain circumstances may have been returned to the Company. Weighted average common shares outstanding include restricted stock unit awards that are no longer subject to forfeiture because the recipients have satisfied either their explicit vesting terms or retirement eligibility requirements.

Diluted earnings per share includes the dilutive effect of outstanding stock-settled stock appreciation rights and unvested stock units (under the treasury stock method) and, for 2018 and 2017, the weighted average contingently returnable shares held in escrow that were outstanding during the period.

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

	Year ended December 31,		
	2019	2018	2017
Numerators:			
Net income from continuing operations attributable to DaVita Inc.	$ 706,832	$ 624,321	$ 901,277
Net income (loss) from discontinued operations attributable to DaVita Inc.	104,149	(464,927)	(237,659)
Net income attributable to DaVita Inc. for earnings per share calculation	$ 810,981	$ 159,394	$ 663,618
Basic:			
Weighted average shares outstanding during the period	153,181	171,886	190,820
Weighted average contingently returnable shares previously held in escrow for the DaVita HealthCare Partners merger	—	(1,100)	(2,194)
Weighted average shares for basic earnings per share calculation	153,181	170,786	188,626
Basic net income (loss) attributable to DaVita Inc. from:			
Continuing operations per share	$ 4.61	$ 3.66	$ 4.78
Discontinued operations per share	0.68	(2.73)	(1.26)
Basic net income per share attributable to DaVita Inc.	$ 5.29	$ 0.93	$ 3.52
Diluted:			
Weighted average shares outstanding during the period	153,181	171,886	190,820
Assumed incremental shares from stock plans	631	479	529
Weighted average shares for diluted earnings per share calculation	153,812	172,365	$ 191,349
Diluted net income (loss) attributable to DaVita Inc. from:			
Continuing operations per share	$ 4.60	$ 3.62	$ 4.71
Discontinued operations per share	0.67	(2.70)	(1.24)
Diluted net income per share attributable to DaVita Inc.	$ 5.27	$ 0.92	$ 3.47
Anti-dilutive stock-settled awards excluded from calculation[(1)]	5,936	5,295	4,350

(1) Shares associated with stock-settled stock appreciation rights excluded from the diluted denominator calculation because they were anti-dilutive under the treasury stock method.

4. Restricted cash and equivalents

The Company had restricted cash and cash equivalents of $106,346 and $92,382 at December 31, 2019 and 2018, respectively. Approximately $91,847 of the balance at December 31, 2019 represents restricted cash equivalents held in trust to satisfy insurer and state regulatory requirements related to the wholly-owned captive insurance companies that bear professional and general liability and workers' compensation risks for the Company. The remaining restricted cash and cash equivalents held at December 31, 2019 primarily represent cash pledged to third parties in connection with one of the Company's ancillary and strategic initiatives businesses.

5. Short-term and long-term investments

The Company adopted ASU No. 2016-01, *Financial Instruments - Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities,* and related ASU 2018-03 concerning certain technical corrections and improvements, effective January 1, 2018 Under ASU 2016-01 all changes in the fair values of equity securities with readily determinable fair values are to be recognized in current earnings. Adoption of these ASUs, in conjunction with ASU 2018-02, resulted in a cumulative effect of change in accounting principle effective January 1, 2018 which decreased accumulated other comprehensive income and increased retained earnings by $5,662 in after-tax unrealized gains accumulated

in other comprehensive income through December 31, 2017 from equity securities previously classified as available-for-sale investments.

From January 1, 2018, equity securities that have readily determinable fair values or redemption values are recorded at estimated fair value with changes in their value recognized in current earnings within "Other income, net". The Company classifies its debt securities as held-to-maturity and records them at amortized cost based on its intentions and strategy concerning those investments.

The Company classifies these debt and equity investments as "Short-term investments" or "Long-term investments" on its consolidated balance sheet, as applicable, based on the characteristics of the financial instrument or the Company's intentions or expectations for the investment.

The Company's investments in these short-term and long-term debt and equity investments consist of the following:

	December 31, 2019			December 31, 2018		
	Debt securities	Equity securities	Total	Debt securities	Equity securities	Total
Certificates of deposit and other time deposits	$ 8,140	$ —	$ 8,140	$ 2,235	$ —	$ 2,235
Investments in mutual funds and common stock	—	39,951	39,951	—	36,124	36,124
	$ 8,140	$ 39,951	$ 48,091	$ 2,235	$ 36,124	$ 38,359
Short-term investments	$ 8,140	$ 3,432	$ 11,572	$ 2,235	$ 700	$ 2,935
Long-term investments	—	36,519	36,519	—	35,424	35,424
	$ 8,140	$ 39,951	$ 48,091	$ 2,235	$ 36,124	$ 38,359

Debt securities: The Company's short-term debt investments are principally bank certificates of deposit with contractual maturities longer than three months but shorter than one year. These debt securities are accounted for as held-to-maturity and recorded at amortized cost, which approximated their fair values at December 31, 2019 and 2018.

Equity securities: The Company's equity investments in mutual funds and common stock are held within a trust to fund existing obligations associated with several of the Company's non-qualified deferred compensation plans. During 2019, the Company recognized pre-tax net gains of $4,383 in other income associated with changes in the fair value of these equity securities, comprised of pre-tax realized gains of $1,459 and a net increase in unrealized gains of $2,924. During 2018, the Company recognized pre-tax net losses of $1,208 in other income associated with changes in the fair value of these equity securities, comprised of pre-tax realized gains of $4,490 and a net decrease in unrealized gains of $5,698.

6. Other receivables

Other receivables were comprised of the following:

	December 31,	
	2019	2018
Supplier rebates and non-trade receivables	$ 351,650	$ 334,156
Medicare bad debt claims	138,045	135,640
	$ 489,695	$ 469,796

7. Property and equipment

Property and equipment were comprised of the following:

	December 31,	
	2019	2018
Land	$ 36,480	$ 37,384
Buildings	392,256	467,181
Leasehold improvements	3,545,224	3,164,943
Equipment and information systems, including internally developed software	2,880,645	2,586,564
New center and capital asset projects in progress	588,345	661,695
	7,442,950	6,917,767
Less accumulated depreciation	(3,969,566)	(3,524,098)
	$ 3,473,384	$ 3,393,669

Depreciation expense on property and equipment was $600,905, $574,799, and $544,129 for 2019, 2018 and 2017, respectively.

Interest on debt incurred during the development of new centers and other capital asset projects is capitalized as a component of the asset cost based on the respective in-process capital asset balances. Interest capitalized was $27,322, $25,978 and $19,176 for 2019, 2018 and 2017, respectively.

During 2018, the Company recognized asset impairment charges of $17,338 related to the restructuring of its pharmacy business.

8. Intangibles

Intangible assets other than goodwill were comprised of the following:

	December 31,	
	2019	2018
Noncompetition agreements	$ 103,510	$ 107,726
Indefinite-lived licenses	90,209	59,885
Other	23,887	31,801
	217,606	199,412
Less accumulated amortization	(81,922)	(80,566)
	$ 135,684	$ 118,846

Amortization expense from amortizable intangible assets other than lease agreements was $14,247, $16,236, and $15,782 for 2019, 2018 and 2017, respectively. Lease agreement intangible assets and liabilities, previously recognized apart from lease right-of-use assets and liabilities prior to adoption of Topic 842, were amortized to rent expense in the amounts of $(296) and $(203) for December 31, 2018 and 2017, respectively.

For the years ended December 31, 2019, 2018 and 2017, the Company recognized no impairment charges on any intangible assets other than goodwill.

Amortizable intangible liabilities as of December 31, 2018 were comprised of lease agreements of $5,930, which were net of accumulated amortization of $4,362. With the adoption of Topic 842 on January 1, 2019, the Company no longer classifies these as intangible assets or intangible liabilities on its balance sheet. See Notes 1 and 14 for further discussion of our adoption of Topic 842.

Scheduled amortization charges from amortizable intangible assets and liabilities as of December 31, 2019 were as follows:

	Noncompetition agreements	Other
2020	$ 11,470	$ 1,779
2021	9,703	1,335
2022	6,141	1,330
2023	3,118	1,294
2024	1,429	1,046
Thereafter	525	6,305
Total	$ 32,386	$ 13,089

9. Equity method and other investments

Equity investments in nonconsolidated businesses over which the Company maintains significant influence, but which do not have readily determinable fair values, are carried on the equity method.

As described in Note 5 to these consolidated financial statements, effective January 1, 2018, the Company adopted ASU 2016-01 and related ASU 2018-03 concerning recognition and measurement of financial assets and financial liabilities. In adopting ASU 2016-01, the Company elected to adopt an adjusted cost method measurement alternative for investments in equity securities without readily determinable fair values that do not qualify for the equity method. Under this alternative, unless elected otherwise for a particular investment, the Company initially records such equity investments at cost but remeasures them to fair value through earnings when there is an observable transaction involving the same or a similar investment with the same issuer or upon an impairment.

The Company maintains equity method and minor adjusted cost method investments in the private securities of certain other healthcare and healthcare-related businesses. The Company classifies these investments as "Equity method and other investments" on its consolidated balance sheet.

The Company's equity method and other investments were comprised of the following:

	December 31,	
	2019	2018
APAC joint venture	$ 116,924	$ 129,173
Other equity method partnerships	114,611	83,052
Adjusted cost method investments	10,448	12,386
	$ 241,983	$ 224,611

During 2019, 2018 and 2017, the Company recognized equity investment income (loss) of $12,679, $(4,484) and $(8,640), respectively, from its equity method investments in nonconsolidated businesses.

The Company's largest equity method investment is its ownership interest in DaVita Care Pte. Ltd. (the APAC joint venture, or APAC JV). During the fourth quarter of 2019, one of the third party noncontrolling investors in the APAC JV made its final subscribed capital contribution to the joint venture and the other third party noncontrolling investor elected to exit the joint venture. As a result, the Company now holds a 75% voting and economic interest in the APAC JV and its other noncontrolling investor holds a 25% voting and economic interest in the joint venture. The governance structure and voting rights established for the APAC JV, which remain unchanged since its formation on August 1, 2016, provide that certain key decisions affecting the joint venture’s operations are not subject to the unilateral discretion of the Company but rather are shared with the joint venture's other noncontrolling investor. As a result, the Company does not consolidate the APAC JV.

Prior to the transactions described above and as of December 31, 2018, the Company held a 60% voting interest and a 73.3% economic interest in the APAC JV, while the other two noncontrolling investors collectively held a 40% voting interest and a 26.7% economic interest in the APAC JV.

During the year ended December 31, 2017, the Company recognized a non-cash other-than-temporary impairment charge of $280,066 on its investment in the APAC JV. This charge resulted from changes in then-current expectations for the

joint venture based on continuing market research and assessments by both the Company and the APAC JV concerning the size of the addressable market available to the joint venture at attractive risk-adjusted returns.

The Company's other equity method investments include 20 legal entities over which the Company has significant influence but in which it does not maintain a controlling financial interest. Almost all of these are U.S. partnerships in the form of limited liability companies. The Company's ownership interests in these partnerships vary, but typically range from 30% to 50%.

There were no significant impairments or other valuation adjustments on the Company's adjusted cost method investments during 2019 or 2018.

10. Goodwill

Changes in the carrying value of goodwill by reportable segments were as follows:

	U.S. dialysis	Other - Ancillary services	Consolidated
Balance at December 31, 2017	$ 6,144,761	$ 465,518	$ 6,610,279
Acquisitions	130,574	147,774	278,348
Divestitures	(331)	(15,166)	(15,497)
Impairment charges	—	(3,106)	(3,106)
Foreign currency and other adjustments	—	(28,064)	(28,064)
Balance at December 31, 2018	$ 6,275,004	$ 566,956	$ 6,841,960
Acquisitions	18,089	72,137	90,226
Impairment charges	—	(124,892)	(124,892)
Foreign currency and other adjustments	(5,993)	(13,666)	(19,659)
Balance at December 31, 2019	$ 6,287,100	$ 500,535	$ 6,787,635
Goodwill	$ 6,287,100	$ 653,870	$ 6,940,970
Accumulated impairment charges	—	(153,335)	(153,335)
	$ 6,287,100	$ 500,535	$ 6,787,635

The Company elected to early adopt ASU No. 2017-04, *Intangibles-Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment* effective January 1, 2017. The amendments in this ASU simplify the test for goodwill impairment by eliminating the second step in the assessment. All goodwill impairment tests performed since adoption of this ASU were performed under this new guidance. When performing quantitative goodwill impairment assessments, the Company estimates fair value using either appraisals developed with an independent third party valuation firm which consider both discounted cash flow estimates for the subject business and observed market multiples for similar businesses, or offer prices received for the subject business that would be acceptable to the Company.

Each of the Company’s operating segments described in Note 25 to these consolidated financial statements represents an individual reporting unit for goodwill impairment assessment purposes and each sovereign jurisdiction within the Company’s international operating segments is considered a separate reporting unit.

Within the U.S. dialysis operating segment, the Company considers each of its dialysis centers to constitute an individual business for which discrete financial information is available. However, since these dialysis centers have similar operating and economic characteristics, and the allocation of resources and significant investment decisions concerning these businesses are highly centralized and the benefits broadly distributed, the Company has aggregated these centers and deemed them to constitute a single reporting unit.

The Company has applied a similar aggregation to the vascular access service centers in its vascular access services reporting unit, to the physician practices in its physician services reporting units, and to the dialysis centers and other health operations within each international reporting unit. For the Company’s other operating segments, discrete business components below the operating segment level constitute individual reporting units.

During the three months ended March 31, 2019 and September 30, 2019, the Company recognized goodwill impairment charges of $41,037 and $78,439, respectively, in its Germany kidney care business. The first quarter of 2019 charge resulted primarily from a change in relevant discount rates, as well as a decline in current and expected future patient census and an

increase in first quarter of 2019 and expected future costs, principally due to wage increases expected to result from recently announced legislation. The incremental charge recognized during the third quarter of 2019 resulted from changes and developments in the Company's outlook for this business since its last assessment. These primarily concerned developments in the business in response to evolving market conditions and changes in the Company's expected timing and ability to mitigate them, which was based on results of in-depth operating and strategic reviews completed by the Company's new Germany management team during the third quarter of 2019. During the year ended December 31, 2019, the Company also recognized a goodwill impairment charge of $5,416 in its German other health operations.

The impairment charges recognized in 2019 at the Company's Germany kidney care business and its German other health operations include increases of $25,621 and $1,013, respectively, to the goodwill impairment charges, and reductions to deferred tax expense, related to deferred tax assets that the impairments themselves generated. The result was $124,892 in total goodwill impairment charges to operating income and reductions of $26,634 in tax expense, for a net $98,258 impact on net income.

Based on the most recent assessments, the Company determined that further changes in expected patient census, increases in operating costs, reductions in reimbursement rates, changes in actual or expected growth rates, or other significant adverse changes in expected future cash flows or valuation assumptions could result in goodwill impairment charges in the future for the following reporting units, which remain at risk of goodwill impairment as of December 31, 2019:

			Sensitivities	
Reporting unit	Goodwill balance	Carrying amount coverage[1]	Operating income[2]	Discount rate[3]
Germany kidney care	$ 295,151	—%	(1.3)%	(11.0)%
Brazil kidney care	$ 88,551	4.4%	(2.8)%	(7.0)%

(1) Excess of estimated fair value of the reporting unit over its carrying amount as of the latest assessment date.

(2) Potential impact on estimated fair value of a sustained, long-term reduction of 3% in operating income as of the latest assessment date.

(3) Potential impact on estimated fair value of an increase in discount rates of 100 basis points as of the latest assessment date.

During the year ended December 31, 2018, the Company recognized a goodwill impairment charge of $3,106 at its German other health operations.

During the year ended December 31, 2017, the Company recognized goodwill impairment charge of $34,696 at its vascular access reporting unit. This charge resulted primarily from changes in future governmental reimbursement rates for this business and the Company's then-evolving plans and expected ability to mitigate them. As of December 31, 2017, there was no goodwill remaining at the Company's vascular access reporting unit. The Company also recognized a goodwill impairment charge of $1,500 at one of its international reporting units during the year ended December 31, 2017.

Except as described above, none of the Company's other reporting units were considered at risk of significant goodwill impairment as of December 31, 2019. Since the dates of the Company's last annual goodwill impairment assessments, there have been certain developments, events, changes in operating performance and other changes in key circumstances that have affected the Company's businesses. However, these did not cause management to believe it is more likely than not that the fair values of any of the Company's reporting units would be less than their respective carrying amounts as of December 31, 2019.

11. Other liabilities

Other liabilities were comprised of the following:

	December 31,	
	2019	2018
Payor refunds and retractions	$ 377,044	$ 302,244
Insurance and self-insurance accruals	58,941	58,569
Accrued interest	54,899	82,827
Accrued non-income tax liabilities	36,285	28,663
Other	229,005	123,547
	$ 756,174	$ 595,850

12. Income taxes

The Company accounts for income taxes under the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements. Under this method, deferred tax assets and liabilities are determined on the basis of the differences between the financial statement and tax basis of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse.

Income before income taxes from continuing operations consisted of the following:

	Year ended December 31,		
	2019	2018	2017
Domestic	$ 1,307,299	$ 1,083,578	$ 1,725,822
International	(111,860)	(35,100)	(326,036)
	$ 1,195,439	$ 1,048,478	$ 1,399,786

Income tax expense for continuing operations consisted of the following:

	Year ended December 31,		
	2019	2018	2017
Current:			
Federal	$ 208,339	$ 140,064	$ 330,191
State	58,026	32,990	47,228
International	15,545	7,557	3,422
Total current income tax	281,910	180,611	380,841
Deferred:			
Federal	44,263	52,034	(98,760)
State	(25,836)	21,096	37,347
International	(20,709)	4,659	4,431
Total deferred income tax	(2,282)	77,789	(56,982)
	$ 279,628	$ 258,400	$ 323,859

Income taxes are allocated between continuing and discontinued operations as follows:

	Year ended December 31,		
	2019	2018	2017
Continuing operations	$ 279,628	$ 258,400	$ 323,859
Discontinued operations	40,689	99,768	(364,856)
	$ 320,317	$ 358,168	$ (40,997)

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

	Year ended December 31,		
	2019	2018	2017
Federal income tax rate	21.0 %	21.0 %	35.0 %
State income taxes, net of federal benefit	2.3	4.1	3.7
Change in International valuation allowance	1.3	0.9	0.4
Gain on APAC JV ownership changes	—	—	(0.2)
Political advocacy costs	0.2	2.3	—
APAC investment impairment	—	—	6.4
Impact of 2017 Tax Act	—	(0.1)	(20.5)
Unrecognized tax benefits	2.4	0.2	0.1
Other	1.1	0.8	1.5
Impact of noncontrolling interests primarily attributable to non-tax paying entities	(4.9)	(4.6)	(3.3)
Effective tax rate	23.4 %	24.6 %	23.1 %

On December 22, 2017, the President signed into law tax legislation known as the Tax Cuts and Jobs Act (2017 Tax Act). Consistent with Securities and Exchange Commission (SEC) Staff Accounting Bulletin No. 118, the Company completed its analysis of certain aspects of the 2017 Tax Act in 2017 and recorded provisional amounts for those items for which the accounting was not complete as of December 31, 2017. The Company completed its analysis of these provisional items in 2018 and recorded immaterial adjustments to the original estimates.

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

	December 31,	
	2019	2018
Receivables	$ 19,095	$ 19,327
Accrued liabilities	64,458	106,506
Operating lease liabilities	580,110	—
Net operating loss carryforwards	139,690	117,511
Other	55,108	36,712
Deferred tax assets	858,461	280,056
Valuation allowance	(91,925)	(70,474)
Net deferred tax assets	766,536	209,582
Intangible assets	(563,914)	(555,822)
Property and equipment	(162,628)	(118,008)
Operating lease assets	(527,056)	—
Investments in partnerships	(64,960)	(67,354)
Other	(25,521)	(30,934)
Deferred tax liabilities	(1,344,079)	(772,118)
Net deferred tax liabilities	$ (577,543)	$ (562,536)

At December 31, 2019, the Company had federal net operating loss carryforwards of approximately $111,322 that expire through 2036, although a substantial amount expire by 2028. The Company also had state net operating loss carryforwards of $434,030, some of which have an indefinite life, although a substantial amount expire by 2039 and international net operating loss carryforwards of $224,197, some of which will begin to expire in 2021 though the majority have an indefinite life. We have a state capital loss carryover of $188,823 that expires in 2024. The utilization of a portion of these losses may be limited in future years based on the profitability of certain entities. A valuation allowance is recorded to account for the unrealizable balances in the table above. The net increase of $21,451 in the valuation allowance is primarily due to newly created net operating loss carryforwards in state and foreign jurisdictions that the Company does not anticipate being able to utilize.

The Company's foreign earnings continue to be indefinitely reinvested as of December 31, 2019. As a result of the passage of the 2017 Tax Act, the Company does not expect such earnings to be taxable if remitted.

Unrecognized tax benefits

A reconciliation of the beginning and ending liability for unrecognized tax benefits that do not meet the more-likely-than-not threshold is as follows:

	Year ended December 31,	
	2019	2018
Beginning balance	$ 40,382	$ 32,776
Additions for tax positions related to current year	3,378	6,111
Additions for tax positions related to prior years	24,722	4,134
Reductions related to lapse of applicable statute	(268)	(338)
Reductions related to settlements with taxing authorities	—	(2,301)
Ending balance	$ 68,214	$ 40,382

As of December 31, 2019, the Company’s total liability for unrecognized tax benefits relating to tax positions that do not meet the more-likely-than-not threshold is $68,214, of which $63,968 would impact the Company’s effective tax rate if recognized. This balance represents an increase of $27,832 from the December 31, 2018 balance of $40,382, primarily due to additions for tax positions related to prior years.

The Company recognizes accrued interest and penalties related to unrecognized tax benefits in income tax expense. At December 31, 2019 and 2018, the Company had approximately $14,428 and $9,019, respectively, accrued for interest and penalties related to unrecognized tax benefits, net of federal tax benefit.

The Company and its subsidiaries file U.S. federal and state income tax returns and various foreign income tax returns. The Company is no longer subject to U.S. federal and state examinations by tax authorities for years before 2014 and 2009, respectively. In addition to being under audit in various state and local tax jurisdictions, the Company’s federal tax returns are under audit by the Internal Revenue Service for the years 2014-2017.

13. Long-term debt

Long-term debt was comprised of the following:

	December 31,			As of December 31, 2019	
	2019	2018	Maturity date	Interest rate	Estimated fair value[5]
Senior Secured Credit Facilities[1]:					
New Term Loan A	$ 1,739,063	$ —	8/12/2024	LIBOR + 1.50%	$ 1,739,063
New Term Loan B[2]	2,743,125	—	8/12/2026	LIBOR + 2.25%	$ 2,770,556
Prior Term Loan A[3]	—	675,000	12/24/2019	[4]	$ —
Prior Term Loan A-2[3]	—	995,000	12/24/2019	[4]	$ —
Prior Term Loan B	—	3,342,500	6/24/2021	[4]	$ —
Prior revolving line of credit[3]	—	175,000	12/24/2019	[4]	$ —
Senior Notes:					
5 1/8% Senior Notes	1,750,000	1,750,000	7/15/2024	5.125%	$ 1,789,375
5% Senior Notes	1,500,000	1,500,000	5/1/2025	5.00%	$ 1,538,700
5 3/4% Senior Notes	—	1,250,000	8/15/2022		
Acquisition obligations and other notes payable[6]	180,352	183,979	2019-2027	5.35%	$ 180,352
Financing lease obligations[7]	268,534	282,737	2019-2036	5.39%	$ 268,534
Total debt principal outstanding	8,181,074	10,154,216			
Discount and deferred financing costs[8]	(72,840)	(52,000)			
	8,108,234	10,102,216			
Less current portion	(130,708)	(1,929,369)			
	$ 7,977,526	$ 8,172,847			

(1) As of December 31, 2019, the Company has an undrawn new revolving line of credit under its new senior secured credit facilities of $1,000,000. The new revolving line of credit interest rate in effect at December 31, 2019 was 1.50% plus London Interbank Offered Rate (LIBOR) and it matures on August 12, 2024.

(2) On February 13, 2020, the Company entered into an amendment to its credit agreement governing its senior secured credit facilities to refinance the new Term Loan B with a $2,743,125 secured Term Loan B-1 that bears interest at a rate equal to LIBOR plus an applicable margin of 1.75% and matures on August 12, 2026.

(3) On May 6, 2019, the Company entered into an agreement to extend the maturity dates of its then existing Term Loan A, Term Loan A-2 and revolving line of credit under its prior senior secured credit facilities by six months, to December 24, 2019.

(4) At June 30, 2019, the interest rate on the Company's then existing term loan debt was LIBOR plus interest rate margins in effect of 2.00% for the prior Term Loan A and prior revolving line of credit, 1.00% for the prior Term Loan A-2 and 2.75% for the prior Term Loan B.

(5) Fair value estimates are based upon quoted bid and ask prices for these instruments, typically a level 2 input. The balances of acquisition obligations and other notes payable and financing lease obligations are presented in the consolidated financial statements as of December 31, 2019 at their approximate fair values due to the short-term nature of their settlements.

(6) The interest rate presented for acquisition obligations and other notes payable is their weighted average interest rate based on the current interest rate in effect and assuming no changes to the LIBOR based interest rates.

(7) The interest rate presented for financing lease obligations is their weighted average discount rate.

(8) As of December 31, 2019, the carrying amount of the Company's current senior secured credit facilities includes a discount of $6,457 and deferred financing costs of $45,444, and the carrying amount of the Company's senior notes includes deferred financing costs of $20,939. As of December 31, 2018, the carrying amount of the Company's then existing senior secured credit facilities included a discount of $6,104 and deferred financing costs of $12,580, and the carrying amount of the Company's senior notes included deferred financing costs of $33,316.

Scheduled maturities of long-term debt at December 31, 2019 were as follows:

2020	$	130,708
2021	$	153,110
2022	$	168,951
2023	$	224,437
2024	$	3,172,298
Thereafter	$	4,331,570

The Company completed the sale of its DMG business to Optum on June 19, 2019, and, in accordance with the terms of its prior senior secured credit agreement, used all of the net proceeds from the sale of DMG to prepay term debt outstanding under that credit agreement. During the year ended December 31, 2019, the Company made mandatory principal prepayments of $647,424 on the prior Term Loan A, $995,000 on the prior Term Loan A-2 and $2,823,447 on the prior Term Loan B.

On August 12, 2019, the Company entered into a new $5,500,000 senior secured credit agreement (the New Credit Agreement) consisting of a secured term loan A facility in the aggregate principal amount of $1,750,000 with a delayed draw feature, a secured term loan B facility in the aggregate principal amount of $2,750,000 and a secured revolving line of credit in the aggregate principal amount of $1,000,000 (the foregoing referred to as the new Term Loan A, new Term Loan B and new revolving line of credit, respectively). In addition, the Company can increase the existing revolving commitments and enter into one or more incremental term loan facilities in an amount not to exceed the sum of $1,500,000 (less the amount of other permitted indebtedness incurred or issued in reliance on such amount), plus an amount of indebtedness such that the senior secured leverage ratio is not in excess of 3.50:1.00 after giving effect to such borrowings.

The new Term Loan A and new revolving line of credit initially bear interest at LIBOR plus an interest rate margin of 1.50%, which is subject to adjustment depending upon the Company's leverage ratio under the New Credit Agreement and can range from 1.00% to 2.00%. The new Term Loan A requires amortizing quarterly principal payments beginning on December 31, 2019, in annual amounts of $10,937 in 2019, $54,689 in 2020, $87,500 in 2021, $98,437 in 2022 and $142,187 in 2023, with the balance of $1,356,250 due in 2024. The new Term Loan B bears interest at LIBOR plus an interest rate margin of 2.25%. The new Term Loan B requires amortizing quarterly principal payments beginning on December 31, 2019, in annual amounts of $6,875 in 2019 and $27,500 for each year from 2020 through 2025, with the balance of $2,578,125 due in 2026.

The Company's term loans and revolving line of credit under its New Credit Agreement are guaranteed by certain of the Company’s direct and indirect wholly-owned domestic subsidiaries, which hold most of the Company’s domestic assets, and are secured by substantially all of the assets of DaVita Inc. and these guarantors. Contemporaneous with the Company entering into the New Credit Agreement and pursuant to the indentures governing the Company’s senior notes, certain subsidiaries of the Company were released from their guarantees of the Company's senior notes such that, after that release, the remaining subsidiary guarantors of the senior notes were the same subsidiaries guaranteeing the New Credit Agreement. The New Credit Agreement contains certain customary affirmative and negative covenants such as various restrictions or limitations on permitted amounts of investments, acquisitions, share repurchases, payment of dividends, and redemptions and incurrence of other indebtedness. Many of these restrictions and limitations will not apply as long as the Company’s leverage ratio calculated in accordance with the New Credit Agreement is below 4.00:1.00. In addition, the New Credit Agreement places limitations on the amount of gross revenue from individual immaterial subsidiaries and also requires compliance with a maximum leverage ratio covenant of 5.00:1.00 through 2022 and 4.50:1.00 thereafter.

The senior notes are unsecured obligations, rank equally in right of payment with the Company’s existing and future unsecured senior indebtedness, are guaranteed by certain of the Company’s direct and indirect wholly-owned domestic subsidiaries, and require semi-annual interest payments. The Company may redeem some or all of the senior notes at any time on or after certain specific dates and at certain specific redemption prices as outlined in each senior note agreement. Interest rates on the senior notes are fixed by their terms, and the Company is restricted from paying dividends under the indentures governing its senior notes.

In 2019, the Company used a portion of the proceeds from the new Term Loan A and new Term Loan B to pay off the remaining principal balances outstanding and accrued interest and fees on its prior Term Loan B and prior revolving line of credit in the amount of $1,153,274; to redeem all of its outstanding 5.75% senior notes due in 2022 for an aggregate cash payment consisting of principal, redemption premium and accrued but unpaid interest to the redemption date of $1,267,565; and to repurchase 21,802 shares of common stock under its modified Dutch auction tender offer (Tender Offer) for a total cost of $1,234,154, including fees and expenses, as described in Note 19 of these consolidated financial statements. The remaining

debt borrowings added cash to the balance sheet for potential acquisitions, share repurchases and other general corporate purposes.

In addition to the prepayments described above, during the year ended December 31, 2019, the Company made regularly scheduled principal payments under its then existing senior secured credit facilities of $27,576 on its prior Term Loan A and $17,500 on its prior Term Loan B, as well as $10,937 on its new Term Loan A and $6,875 on its new Term Loan B.

As a result of the transactions described above, the Company recognized debt prepayment, refinancing and redemption charges of $33,402 in the year ended December 31, 2019, as a result of the repayment of all principal balances outstanding on the Company's prior senior secured credit facilities and the redemption of its 5.75% senior notes, of which $21,242 represented debt discount and deferred financing cost write-offs associated with the portion of the Company's prior senior secured debt that was paid in full in the third quarter of 2019 as well as redemption charges on its 5.75% senior notes redeemed in the third quarter of 2019, and $12,160 represented accelerated amortization of debt discount and deferred financing costs associated with the portion of the Company's prior senior secured debt that was mandatorily prepaid in or shortly after the second quarter of 2019 and prior extensions of that debt.

On February 13, 2020, (the “Amendment Date”), the Company entered into an amendment to its credit agreement (the “Repricing Amendment”) governing the senior secured credit facilities to refinance the new Term Loan B with a $2,743,125 secured Term Loan B-1 that bears interest at a rate equal to LIBOR plus an applicable margin of 1.75% and matures on August 12, 2026. The Repricing Amendment did not change the interest rate on the new Term Loan A or the new revolving line of credit. No additional debt was incurred, nor any proceeds received, by the Company in connection with the Repricing Amendment.

As of December 31, 2019, the Company maintains several interest rate cap agreements that have the economic effect of capping the Company's maximum exposure to LIBOR variable interest rate changes on specific portions of the Company's floating rate debt, including all of the new Term Loan B and a portion of the new Term Loan A. The remaining $982,188 outstanding principal balance of the new Term Loan A is subject to LIBOR-based interest rate volatility. The cap agreements are designated as cash flow hedges and, as a result, changes in their fair values are reported in other comprehensive income. The amortization of the original cap premium is recognized as a component of debt expense on the interest method over the terms of the cap agreements. These cap agreements do not contain credit-risk contingent features.

In August 2019, the Company entered into several forward interest rate cap agreements with a notional amount of $3,500,000 that have the economic effect of capping the Company's maximum exposure to LIBOR variable interest rate changes on specific portions of the Company's floating rate debt (2019 cap agreements). These 2019 cap agreements are designated as cash flow hedges and, as a result, changes in their fair values are reported in other comprehensive income. These 2019 cap agreements do not contain credit-risk contingent features and become effective on June 30, 2020.

The following table summarizes the Company’s interest rate cap agreements outstanding as of December 31, 2019 and December 31, 2018, which are classified in "Other long-term assets" on its consolidated balance sheet:

					Year ended December 31, 2019		December 31,	
							2019	2018
	Notional amount	LIBOR maximum rate	Effective date	Expiration date	Debt expense	Recorded OCI (loss) gain	Fair value	
2015 cap agreements	$ 3,500,000	3.50%	6/29/2018	6/30/2020	$ 8,654	$ (851)	$ —	$ 851
2019 cap agreements	$ 3,500,000	2.00%	6/30/2020	6/30/2024		$ 2,417	$ 24,452	

The following table summarizes the effects of the Company’s interest rate cap and swap agreements for the years ended December 31, 2019, 2018 and 2017:

	Amount of unrealized gains (losses) in OCI on interest rate cap and swap agreements				Reclassification from accumulated other comprehensive income into net income		
	Year ended December 31,				Year ended December 31,		
Derivatives designated as cash flow hedges	2019	2018	2017	Location of losses	2019	2018	2017
Interest rate cap agreements	$ 1,566	$ (181)	$ (8,897)	Debt expense	$ 8,591	$ 8,466	$ 8,278
Tax (expense) benefit	(415)	48	3,460	Tax expense	(2,214)	(2,180)	(3,220)
Total	$ 1,151	$ (133)	$ (5,437)		$ 6,377	$ 6,286	$ 5,058

See Note 20 for further details on amounts recorded and reclassified from accumulated other comprehensive (loss) income.

The Company's weighted average effective interest rate on the senior secured credit facilities at the end of 2019 was 3.93%, based upon the current margins in effect for the new Term Loan A and the new Term Loan B as of December 31, 2019.

The Company's overall weighted average effective interest rate during the year ended December 31, 2019 was 5.01% and as of December 31, 2019 was 4.46%.

As of December 31, 2019, the Company's interest rates were fixed on approximately 44.29% of its total debt.

As of December 31, 2019, the Company had an undrawn revolving line of credit under its new senior secured credit facilities of $1,000,000, of which approximately $13,055 was committed for outstanding letters of credit. The Company also had approximately $59,705 of outstanding letters of credit under a separate bilateral secured letter of credit facility.

Debt expense

Debt expense consisted of interest expense of $419,639, $461,897 and $406,341 and the amortization and accretion of debt discounts and premiums, amortization of deferred financing costs and the amortization of interest rate cap agreements of $24,185, $25,538 and $24,293 for 2019, 2018 and 2017, respectively. These interest expense amounts are net of capitalized interest.

14. Leases

The Company leases substantially all of its U.S. dialysis facilities. The majority of the Company's facilities are leased under non-cancellable operating leases ranging in terms from five years to 15 years and which contain renewal options of five years to ten years at the fair rental value at the time of renewal. These renewal options are included in the Company's determination of the right-of-use assets and related lease liabilities when renewal is considered reasonably certain at the commencement date. Certain of the Company's leases are subject to periodic consumer price index increases or contain fixed escalation clauses. The Company also leases certain facilities and equipment under finance leases. The Company has elected the practical expedient to not separate lease components from non-lease components for its financing and operating leases.

Financing and operating right-of-use assets are recognized based on the net present value of lease payments over the lease term at the commencement date. Since most of the Company's leases do not provide an implicit rate of return, the Company uses its incremental borrowing rate based on information available at the commencement date or remeasurement date in determining the present value of lease payments.

As of December 31, 2019 and December 31, 2018, assets recorded under finance leases were $247,246 and $367,164, respectively, and accumulated amortization associated with finance leases was $27,193 and $131,971, respectively, included in property and equipment, net, on the Company's consolidated balance sheet.

In certain markets, the Company acquires and develops dialysis centers. Upon completion, the Company sells the center to a third party and leases the space back with the intent of operating the center on a long term basis. Both the sale and leaseback terms are generally market terms. The lease terms are consistent with the Company's other operating leases with the majority of the leases under non-cancellable operating leases ranging in terms from five years to 15 years and which contain renewal options of five years to ten years at the fair rental value at the time of renewal.

The Company adopted Topic 842, *Leases* beginning on January 1, 2019 through a modified retrospective approach for leases existing at the adoption date with a cumulative effect adjustment. Consequently, financial information was not updated for dates and periods before January 1, 2019.

The components of lease expense were as follows:

Lease cost	Year ended December 31, 2019
Operating lease cost[1]:	
Fixed lease expense	$ 526,352
Variable lease expense	119,740
Financing lease cost:	
Amortization of leased assets	23,724
Interest on lease liabilities	14,932
Net lease cost	$ 684,748

(1) Includes short-term lease expense and sublease income, which are immaterial.

Other information related to leases was as follows:

Lease term and discount rate	December 31, 2019
Weighted average remaining lease term (years):	
Operating leases	9.0
Finance leases	10.2
Weighted average discount rate:	
Operating leases	4.1%
Finance leases	5.4%

Other information	Year ended December 31, 2019
Gains on sale leasebacks, net	$ 20,833
Cash paid for amounts included in the measurement of lease liabilities:	
Operating cash flows for operating leases	$ 637,655
Operating cash flows for finance leases	$ 22,257
Financing cash flows for finance leases	$ 25,692
Net operating lease assets obtained in exchange for new or modified operating lease liabilities	$ 432,074

Future minimum lease payments under non-cancellable leases as of December 31, 2019 are as follows:

	Operating leases	Finance leases
2020	$ 462,131	$ 37,624
2021	489,799	33,267
2022	454,753	33,677
2023	409,655	33,825
2024	358,009	33,841
Thereafter	1,510,665	178,434
Total future minimum lease payments	3,685,012	350,668
Less portion representing interest	(617,300)	(82,134)
Present value of lease liabilities	$ 3,067,712	$ 268,534

Rent expense under all operating leases for 2019, 2018, and 2017 was $646,092, $596,117 and $530,748, respectively. Rent expense is recorded on a straight-line basis over the term of the lease, including leases that contain fixed escalation clauses or include abatement provisions. Leasehold improvement incentives are deferred and amortized to rent expense over the term of the lease. Finance lease obligations are included in long-term debt. See Note 13 for further details on long-term debt.

15. Employee benefit plans

The Company has a 401(k) retirement savings plan for substantially all of its U.S. employees which has been established pursuant to the applicable provisions of the Internal Revenue Code (IRC). The plan allows for employees to contribute a percentage of their base annual salaries on a tax-deferred basis not to exceed IRC limitations. Beginning in 2018, the Company implemented a 401(k) matching program under which the Company matches 50% of the employee's contribution up to 6% of the employee's salary, subject to certain limitations. The matching contributions are subject to certain eligibility and vesting conditions. For the years ended December 31, 2019 and 2018, the Company accrued matching contributions totaling approximately $64,988 and $67,807, respectively. Prior to 2018, the Company did not provide matching contributions in connection with the 401(k) savings plan.

The Company also maintains a voluntary compensation deferral plan, the Deferred Compensation Plan, as well as other legacy deferral plans. The Deferred Compensation Plan is non-qualified and permits certain employees whose annualized base salary equals or exceeds a minimum annual threshold amount as set by the Company to elect to defer all or a portion of their annual bonus payment and up to 50% of their base salary into a deferral account maintained by the Company. Total contributions to this plan in 2019, 2018 and 2017 were $1,751, $3,090 and $4,497, respectively. Deferred amounts are generally paid out in cash at the participant’s election either in the first or second year following retirement or in a specified future period at least three to four years after the deferral election was effective. During 2019, 2018 and 2017 the Company distributed $2,730, $4,652 and $2,789, respectively, to participants from its deferred compensation plans. Participants are credited with their proportional amount of annual earnings from the plans. The assets of these plans are held in rabbi trusts subject to the claims of the Company’s general creditors in the event of its bankruptcy. As of December 31, 2019 and 2018, the total fair value of assets held in these plans' trusts was $39,527 and $36,124, respectively. The assets of these plans are recorded at fair value with changes in fair value recorded in other comprehensive income prior to 2018 and recognized in "Other income, net" since January 1, 2018. Any fair value changes to the corresponding liability balance are recorded as compensation expense. See Note 5 for further details.

16. Contingencies

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

The Company operates in a highly regulated industry and is a party to various lawsuits, demands, claims,*qui tam* suits, governmental investigations and audits (including, without limitation, investigations or other actions resulting from its obligation to self-report suspected violations of law) and other legal proceedings. The Company records accruals for certain legal proceedings and regulatory matters to the extent that the Company determines an unfavorable outcome is probable and the amount of the loss can be reasonably estimated. As of December 31, 2019 and December 31, 2018, the Company’s total recorded accruals with respect to legal proceedings and regulatory matters, net of anticipated third party recoveries, were immaterial. While these accruals reflect the Company’s best estimate of the probable loss for those matters as of the dates of those accruals, the recorded amounts may differ materially from the actual amount of the losses for those matters, and any anticipated third party recoveries for any such losses may not ultimately be recoverable. Additionally, in some cases, no estimate of the possible loss or range of loss in excess of amounts accrued, if any, can be made because of the inherently unpredictable nature of legal proceedings and regulatory matters, which also may be impacted by various factors, including, without limitation, that they may involve indeterminate claims for monetary damages or may involve fines, penalties or non-monetary remedies; present novel legal theories or legal uncertainties; involve disputed facts; represent a shift in regulatory policy; are in the early stages of the proceedings; or may result in a change of business practices. Further, there may be various levels of judicial review available to the Company in connection with any such proceeding.

The following is a description of certain lawsuits, claims, governmental investigations and audits and other legal proceedings to which the Company is subject.

Governmental Inquiries and Certain Related Proceedings

2016 U.S. Attorney Texas Investigation: In February 2016, DaVita Rx, LLC (DaVita Rx), a wholly-owned subsidiary of the Company, received a Civil Investigative Demand (CID) from the U.S. Attorney’s Office, Northern District of Texas. The

government is conducting a federal False Claims Act (FCA) investigation concerning allegations that DaVita Rx presented or caused to be presented false claims for payment to the government for prescription medications, as well as an investigation into the Company's relationships with pharmaceutical manufacturers. The CID covers the period from January 1, 2006 through the present. In connection with the Company's ongoing efforts working with the government, the Company learned that a *qui tam* complaint had been filed covering some of the issues in the CID and practices that had been identified by the Company in a self-disclosure filed with the Office of Inspector General (OIG) for the U.S. Department of Health and Human Services (HHS) in February 2016. In December 2017, the Company finalized and executed a settlement agreement with the government and relators in the *qui tam* matter that included total monetary consideration of $63,700, as previously disclosed, of which $41,500 was an incremental cash payment and $22,200 was for amounts previously refunded, and all of which was previously accrued. The government's investigation into certain of the Company's relationships with pharmaceutical manufacturers is ongoing, and in July 2018 the OIG served the Company with a subpoena seeking additional documents and information relating to those relationships. The Company is continuing to cooperate with the government in this investigation.

2017 U.S. Attorney Massachusetts Investigation: In January 2017, the Company was served with an administrative subpoena for records by the U.S. Attorney's Office, District of Massachusetts, relating to an investigation into possible federal health care offenses. The subpoena covered the period from January 1, 2007 to the present, and sought documents relevant to charitable patient assistance organizations, particularly the American Kidney Fund, including documents related to efforts to provide patients with information concerning the availability of charitable assistance. The Department of Justice notified the court on July 23, 2019 of its decision to elect not to intervene in the matter of *U.S. ex rel. David Gonzalez v. DaVita Healthcare Partners, et al.* The complaint then was unsealed in the U.S. District Court, District of Massachusetts by order entered on August 1, 2019. The Department of Justice has confirmed that the complaint, which alleges violations of the FCA and various state false claims acts, was the basis of its investigation initiated in January 2017. The Company has not been served with the complaint.

2017 U.S. Attorney Colorado Investigation: In November 2017, the U.S. Attorney's Office, District of Colorado informed the Company of an investigation it was conducting into possible federal healthcare offenses involving DaVita Kidney Care, as well as several of the Company's wholly-owned subsidiaries. In addition to DaVita Kidney Care, the matter currently includes an investigation into DaVita Rx, DaVita Laboratory Services, Inc. (DaVita Labs), and RMS Lifeline Inc. (Lifeline). In each of August 2018 and May 2019, the Company received a CID pursuant to the FCA from the U.S. Attorney's Office relating to this investigation. The Company is continuing to cooperate with the government in this investigation.

2018 U.S. Attorney Florida Investigation: In March 2018, DaVita Labs received two CIDs from the U.S. Attorney's Office, Middle District of Florida that were identical in nature but directed to the two different labs. According to the face of the CIDs, the U.S. Attorney's Office is conducting an investigation as to whether the Company's subsidiary submitted claims for blood, urine, and fecal testing, where there were insufficient test validation or stability studies to ensure accurate results, in violation of the FCA. In October 2018, DaVita Labs received a subpoena from the OIG in connection with this matter requesting certain patient records linked to clinical laboratory tests. On September 30, 2019, the U.S. Attorney's Office notified the U.S. District Court, Middle District of Florida, of its decision not to elect to intervene at this time in the matter of *U.S. ex rel. Lorne Holland, et al. v. DaVita Healthcare Partners, Inc. et al* The court then unsealed the complaint, which alleges violations of the FCA, by order dated the same day. In January 2020, the private party relators served the Company and DaVita Labs with an amended complaint. The Company and DaVita Labs dispute these allegations and intend to defend this action accordingly.

* * *

Although the Company cannot predict whether or when proceedings might be initiated or when these matters may be resolved (other than as may be described above), it is not unusual for inquiries such as these to continue for a considerable period of time through the various phases of document and witness requests and on-going discussions with regulators and to develop over the course of time. In addition to the inquiries and proceedings specifically identified above, the Company frequently is subject to other inquiries by state or federal government agencies and/or private civil *qui tam* complaints filed by relators. Negative findings or terms and conditions that the Company might agree to accept as part of a negotiated resolution of pending or future government inquiries or relator proceedings could result in, among other things, substantial financial penalties or awards against the Company, substantial payments made by the Company, harm to the Company's reputation, required changes to the Company's business practices, exclusion from future participation in the Medicare, Medicaid and other federal health care programs and, if criminal proceedings were initiated against the Company, members of its board of directors or management, possible criminal penalties, any of which could have a material adverse effect on the Company.

Shareholder and Derivative Claims

Peace Officers' Annuity and Benefit Fund of Georgia Securities Class Action Civil Suit: On February 1, 2017, the Peace Officers' Annuity and Benefit Fund of Georgia filed a putative federal securities class action complaint in the U.S. District Court for the District of Colorado against the Company and certain executives. The complaint covers the time period of August 2015 to October 2016 and alleges, generally, that the Company and its executives violated federal securities laws concerning the Company's financial results and revenue derived from patients who received charitable premium assistance from an industry-funded non-profit organization. The complaint further alleges that the process by which patients obtained commercial insurance and received charitable premium assistance was improper and "created a false impression of DaVita's business and operational status and future growth prospects." In November 2017, the court appointed the lead plaintiff and an amended complaint was filed on January 12, 2018. On March 27, 2018, the Company and various individual defendants filed a motion to dismiss. On March 28, 2019, the U.S. District Court for the District of Colorado denied the motion to dismiss. The Company answered the complaint on May 28, 2019. The Company disputes these allegations and intends to defend this action accordingly.

In re DaVita Inc. Stockholder Derivative Litigation: On August 15, 2017, the U.S. District Court for the District of Delaware consolidated three previously disclosed shareholder derivative lawsuits: the Blackburn Shareholder action filed on February 10, 2017, the Gabilondo Shareholder action filed on May 30, 2017, and the City of Warren Police and Fire Retirement System Shareholder action filed on June 9, 2017. The complaint covers the time period from 2015 to present and alleges, generally, breach of fiduciary duty, unjust enrichment, abuse of control, gross mismanagement, corporate waste, and misrepresentations and/or failures to disclose certain information in violation of the federal securities laws in connection with an alleged practice to direct patients with government-subsidized health insurance into private health insurance plans to maximize the Company's profits. An amended complaint was filed in September 2017, and on December 18, 2017, the Company filed a motion to dismiss and a motion to stay proceedings in the alternative. On April 25, 2019, the court denied the Company's motion to dismiss. The Company answered the complaint on May 28, 2019. On January 31, 2020, the plaintiffs filed a motion for class certification that the Company intends to oppose. The Company disputes these allegations and intends to defend this action accordingly.

Other Proceedings

In addition to the foregoing, from time to time the Company is subject to other lawsuits, demands, claims, governmental investigations and audits and legal proceedings that arise due to the nature of its business, including, without limitation, contractual disputes, such as with payors, suppliers and others, employee-related matters and professional and general liability claims. From time to time, the Company also initiates litigation or other legal proceedings as a plaintiff arising out of contracts or other matters.

* * *

Other than as may be described above, the Company cannot predict the ultimate outcomes of the various legal proceedings and regulatory matters to which the Company is or may be subject from time to time, including those described in this Note 16 to these consolidated financial statements, or the timing of their resolution or the ultimate losses or impact of developments in those matters, which could have a material adverse effect on the Company's revenues, earnings and cash flows. Further, any legal proceedings or regulatory matters involving the Company, whether meritorious or not, are time consuming, and often require management's attention and result in significant legal expense, and may result in the diversion of significant operational resources, or otherwise harm the Company's business, results of operations, financial condition, cash flows or reputation.

17. Noncontrolling interests subject to put provisions and other commitments

Noncontrolling interests subject to put provisions

The Company has potential obligations to purchase the equity interests held by third parties in many of its majority-owned dialysis partnerships and other nonconsolidated entities. These noncontrolling interests subject to put provisions constitute redeemable equity interests and are therefore classified as temporary equity and carried at estimated fair value on the Company's balance sheet.

Specifically, these obligations are in the form of put provisions that are exercisable at the third-party owners' discretion within specified periods outlined in each specific put provision. If these put provisions were exercised, the Company would be required to purchase the third-party owners' equity interests, generally at the appraised fair market value of the equity interests or in certain cases at a predetermined multiple of earnings or cash flows attributable to the equity interests put to the Company,

intended to approximate fair value. The methodology the Company uses to estimate the fair values of noncontrolling interests subject to put provisions assumes the higher of either a liquidation value of net assets or an average multiple of earnings, based on historical earnings, patient mix and other performance indicators that can affect future results, as well as other factors. The estimated fair values of noncontrolling interests subject to put provisions are a critical accounting estimate that involves significant judgments and assumptions and may not be indicative of the actual values at which the noncontrolling interests may ultimately be settled, which could vary significantly from the Company's current estimates. The estimated fair values of noncontrolling interests subject to put provisions can fluctuate and the implicit multiple of earnings at which these noncontrolling interests obligations may be settled will vary significantly depending upon market conditions including potential purchasers' access to the capital markets, which can impact the level of competition for dialysis and non-dialysis related businesses, the economic performance of these businesses and the restricted marketability of the third-party owners' equity interests. The amount of noncontrolling interests subject to put provisions that employ a contractually predetermined multiple of earnings rather than fair value is immaterial.

The Company has certain other potential commitments to provide operating capital to a number of dialysis businesses that are wholly-owned by third parties or in which the Company owns a noncontrolling equity interest as well as to physician-owned vascular access clinics or medical practices that the Company operates under management and administrative service agreements of approximately $9,669.

Certain consolidated dialysis partnerships are originally contractually scheduled to dissolve after terms ranging from ten years to 50 years. While noncontrolling interests in these limited life entities qualify as mandatorily redeemable financial instruments, they are subject to a classification and measurement scope exception from the accounting guidance generally applicable to other mandatorily redeemable financial instruments. Future distributions upon dissolution of these entities would be valued below the related noncontrolling interest carrying balances in the consolidated balance sheet.

Other commitments

In 2017, the Company entered into a Sourcing and Supply Agreement with Amgen USA Inc. (Amgen) that expires on December 31, 2022. Under the terms of the agreement, the Company will purchase EPO from Amgen in amounts necessary to meet no less than 90% of its requirements for erythropoiesis-stimulating agents (ESAs) through the expiration of the contract. The actual amount of EPO that the Company will purchase will depend upon the amount of EPO administered during dialysis as prescribed by physicians and the overall number of patients that the Company serves.

The Company has an agreement with Fresenius Medical Care (FMC) to purchase a certain amount of dialysis equipment, parts and supplies from FMC, which extends through December 31, 2020. The Company also has agreements with Baxter Healthcare Corporation (Baxter) that commit the Company to purchase certain amounts of dialysis supplies at fixed prices through 2022.

As of December 31, 2019, the remaining minimum purchase commitments under these arrangements was approximately $399,042, $312,119 and $312,101, for the years 2020, 2021 and 2022, respectively. If the Company fails to meet the minimum purchase commitments under these contracts during any year, it is required to pay the difference to the supplier.

Other than the letters of credit disclosed in Note 13 to these consolidated financial statements, and the arrangements as described above, the Company has no off balance sheet financing arrangements as of December 31, 2019.

18. Long-term incentive compensation

Long-term incentive compensation

Long-term incentive program (LTIP) compensation includes both stock-based awards (principally stock-settled stock appreciation rights, restricted stock units and performance stock units) and long-term performance-based cash awards. Long-term incentive compensation expense, which is primarily general and administrative in nature, is attributed to the Company's U.S. dialysis business, its corporate administrative support, and its ancillary services.

The Company's stock-based compensation expense for stock-settled awards is measured at the estimated fair value of awards on the date of grant and recognized on a cumulative straight-line basis over the vesting terms of the awards, unless the stock awards are based on non-market-based performance metrics, in which case expense is adjusted for the ultimate number of shares expected to be issued as of the end of each reporting period. Stock-based compensation expense for cash-settled awards is based on their estimated fair values as of the end of each reporting period. The expense for all stock-based awards is recognized net of expected forfeitures.

Stock-based compensation to be settled in shares is recorded to the Company's shareholders' contributed capital, while stock-based compensation to be settled in cash is recorded to a liability. Shares issued upon exercise of stock awards are issued from authorized but unissued shares.

Long-term incentive compensation plans

The Company's 2011 Incentive Award Plan (the 2011 Plan) is the Company's omnibus equity compensation plan and provides for grants of stock-based awards to employees, directors and other individuals providing services to the Company, except that incentive stock options may only be awarded to employees. The 2011 Plan authorizes the Company to award stock options, stock appreciation rights, restricted stock units, restricted stock, and other stock-based or performance-based awards. The 2011 Plan mandates a maximum award term of five years and stipulates that stock appreciation rights and stock options be granted with prices not less than fair market value on the date of grant. The 2011 Plan also requires that full value share awards such as restricted stock units reduce shares available under the 2011 Plan at a ratio of 3.5:1. The Company's nonqualified stock appreciation rights and stock units awarded under the 2011 Plan generally vest over 36 months to 48 months from the date of grant. At December 31, 2019, there were 15,547 shares available for future grants under the 2011 Plan. This number of shares available does not reflect reduction for the Premium Priced Award described below, as that Board-approved award remained contingent on stockholder approval of an amendment to the 2011 Plan which did not occur until January 2020.

A combined summary of the status of the Company's stock-settled awards under the 2011 Plan, including base shares for stock-settled stock appreciation rights (SSARs) and stock-settled stock unit awards is as follows:

	Year ended December 31, 2019				
	Stock appreciation rights			Stock units	
	Awards	Weighted average exercise price	Weighted average remaining contractual life	Awards	Weighted average remaining contractual life
Outstanding at beginning of year	6,163	$ 69.90		1,860	
Granted [1] [2]	2,389	$ 52.45		1,961	
Exercised	(20)	$ 64.17		(225)	
Expired	(1,058)	$ 70.97		—	
Canceled	(521)	$ 65.23		(436)	
Outstanding at end of period [1]	6,953	$ 64.10	3.0	3,160	2.3
Exercisable at end of period	1,254	$ 77.68	1.1	—	—
Weighted-average fair value of grants					
2019	$ 14.04			$ 50.58	
2018	$ 16.24			$ 66.23	
2017	$ 14.51			$ 65.73	

(1) Awards granted and outstanding do not reflect the Premium Priced Award described below, as that Board-approved award remained contingent on stockholder approval of an amendment to the 2011 Plan which did not occur until January 2020.
(2) Includes approximately 8 shares resulting from the payout of the first tranche of fiscal year 2016 PSU grants due to exceeding target payout.

Range of SSARs base prices	Awards Outstanding	Weighted average exercise price	Awards exercisable	Weighted average exercise price
$50.01–$60.00	2,400	$ 52.63	—	$ —
$60.01–$70.00	3,069	$ 66.16	186	$ 65.92
$70.01–$80.00	925	$ 75.28	509	$ 75.50
$80.01–$90.00	559	$ 83.59	559	$ 83.59
Total	6,953	$ 64.10	1,254	$ 77.68

For the years ended December 31, 2019, 2018, and 2017, the aggregate intrinsic value of stock-based awards exercised was $11,475, $31,045 and $34,895, respectively. At December 31, 2019, the aggregate intrinsic value of stock-based awards outstanding was $319,486 and the aggregate intrinsic value of stock awards exercisable was $1,783.

Estimated fair value of stock-based compensation awards

The Company has estimated the grant-date fair value of stock-settled stock appreciation rights awards using the Black-Scholes-Merton valuation model and stock-settled stock unit awards at intrinsic value on the date of grant, except for portions of the Company's performance stock unit awards for which a Monte Carlo simulation was used to estimate the grant-date fair value. The following assumptions were used in estimating these values and determining the related stock-based compensation expense attributable to the current period:

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

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

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

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

A summary of the weighted average valuation inputs described above used for estimating the grant-date fair value of SSAR awards granted in the periods indicated is as follows:

	Year ended December 31,		
	2019	2018	2017
Expected term	4.0	4.2	4.2
Expected volatility	29.5%	23.8%	23.9%
Expected dividend yield	—%	—%	—%
Risk-free interest rate	2.2%	2.9%	1.7%

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

On November 4, 2019, the independent members of the Company's Board of Directors (Board) approved an award of 2,500 premium-priced stock-settled stock appreciation rights (Premium-Priced Award) to the Company's Chief Executive Officer (CEO), which award was subject to stockholder approval of a related amendment to the 2011 Plan. Stockholders approved such amendment to the 2011 Plan on January 23, 2020, authorizing the grant to our CEO. Since stockholder approval occurred in 2020, this award was treated as granted in 2020 for accounting purposes.

The base price of the Premium-Priced Award was $67.80 per share, which was a 20% premium to the clearing price of the Company's recent modified Dutch auction tender offer (Tender Offer). The award vests 50% on each of November 4, 2022 and November 4, 2023 and expires on November 4, 2024. The award includes a requirement that the CEO hold any shares acquired upon exercise of this award, net of shares used to cover related taxes, until November 4, 2024 (that is, for the full term of the award), subject to lapse of the holding period upon a change in control of the Company or due to the CEO's death or termination due to disability.

Employee stock purchase plan

The Employee Stock Purchase Plan entitles qualifying employees to purchase up to $25 of the Company's common stock during each calendar year. The amounts used to purchase stock are accumulated through payroll withholdings or through

optional lump sum payments made in advance of the first day of the purchase right period. This compensatory plan allows employees to purchase stock for the lesser of 100% of its fair market value on the first day of the purchase right period or85% of its fair market value on the last day of the purchase right period. Purchase right periods begin on January 1 and July 1, and end on December 31. Contributions used to purchase the Company's common stock under this plan for the 2019, 2018 and 2017 participation periods were $16,569, $17,398 and $22,131, respectively. Shares purchased pursuant to the plan's 2019, 2018 and 2017 participation periods were 315, 398 and 360, respectively. At December 31, 2019, there were 6,411 shares remaining available for future grants under this plan.

The fair value of participants' purchase rights was estimated as of the beginning dates of the purchase right periods using the Black-Scholes-Merton valuation model with the following weighted average assumptions for purchase right periods in 2019, 2018 and 2017, respectively: expected volatility of28.8%, 24.2% and 22.7%; risk-free interest rates of 2.6%, 1.9% and 1.3%, and no dividends. Using these assumptions, the weighted average estimated per share fair value of each purchase right was $13.80, $17.45 and $15.19 for 2019, 2018 and 2017, respectively.

Long-term incentive compensation expense and proceeds

For the years ended December 31, 2019, 2018 and 2017, the Company recognized $118,513, $85,759 and $61,978, respectively, in total LTIP expense, of which $63,705, $73,582 and $34,431, respectively, was stock-based compensation expense for stock appreciation rights, stock units and discounted employee stock plan purchases, which are primarily included in general and administrative expenses. The estimated tax benefits recorded for stock-based compensation in 2019, 2018 and 2017 were $9,186, $13,591 and $7,717, respectively. As of December 31, 2019, there was $147,267 of total estimated unrecognized compensation expense for LTIP awards outstanding, including $136,818 related to stock-based compensation arrangements under the Company's equity compensation and stock purchase plans. The Company expects to recognize the performance-based cash component of this LTIP expense over a weighted average remaining period of 0.6 years and the stock-based component of this LTIP expense over a weighted average remaining period of1.5 years.

During the year ended December 31, 2018, the Company adopted a retirement policy (Rule of 65 policy). The Rule of 65 policy generally provides that Section 16 officers that are a minimum age of 55 with five years of continuous service with the Company receive certain benefits with respect to their outstanding equity awards upon a qualifying retirement if the sum of their age plus years of service is greater than or equal to 65. These benefits generally include accelerated vesting of restricted stock unit awards, continued vesting of stock-settled stock appreciation rights and performance stock unit awards and an exercise window from the original vest date through the original expiration date regardless of continued employment, with pro rata vesting for a Rule of 65 retirement within one year of the award grant date. The adoption of the Rule of 65 policy resulted in a $14,704 modification charge and a net acceleration of expense of $9,727 during the year ended December 31, 2018 that is included in the expense amounts reported above.

For the years ended December 31, 2019, 2018 and 2017, the Company received $2,251, $7,988 and $13,473, respectively, in actual tax benefits upon the exercise of stock awards. Since the Company issues stock-settled stock appreciation rights rather than stock options, there were no cash proceeds from stock option exercises.

19. Shareholders' equity

Stock repurchases

The following table summarizes our repurchases of our common stock during the years ended December 31, 2019, 2018 and 2017:

	2019			2018			2017		
	Shares repurchased	Amount paid	Paid per share	Shares repurchased	Amount paid	Paid per share	Shares repurchased	Amount paid	Paid per share
Tender Offer[1]	21,802	$ 1,234,154	$ 56.61	—	$ —	$ —	—	$ —	$ —
Open market	19,218	1,168,321	60.79	16,844	1,153,511	68.48	12,967	810,949	62.54
	41,020	$ 2,402,475	$ 58.57	16,844	$ 1,153,511	$ 68.48	12,967	$ 810,949	$ 62.54

(1) The amount paid for shares repurchased associated with the Company's Tender Offer during the year ended December 31, 2019 includes the clearing price of $56.50 per share plus related fees and expenses of $2,343.

Subsequent to December 31, 2019, the Company has repurchased 291 shares of our common stock for$21,794 at an average cost of$74.92 per share subsequent to December 31, 2019 through February 20, 2020.

On July 11, 2018, the Company's Board approved an additional share repurchase authorization in the amount of approximately$1,389,999. This share repurchase authorization was in addition to the approximately $110,001 remaining at that time under the Board's prior share repurchase authorization approved in October 2017.

Effective July 17, 2019, the Board terminated all remaining prior share repurchase authorizations available to the Company at that time and approved a new share repurchase authorization of $2,000,000.

Effective as of the close of business on November 4, 2019, the Board terminated all remaining prior share repurchase authorizations available to the Company under the aforementioned July 17, 2019 authorization and approved a new share repurchase authorization of $2,000,000. The Company is authorized to make purchases from time to time in the open market or in privately negotiated transactions, including without limitation, through accelerated share repurchase transactions, derivative transactions, tender offers, Rule 10b5-1 plans or any combination of the foregoing, depending upon market conditions and other considerations.

As of February 20, 2020, the Company has a total of$1,681,701 available under the current repurchase authorization for additional share repurchases. Although this share repurchase authorization does not have an expiration date, the Company remains subject to share repurchase limitations, including under the terms of the current senior secured credit facilities and the indentures governing the Company's senior notes.

The Company retired all shares held in its treasury effective as ofDecember 31, 2019 and December 31, 2018.

Charter documents & Delaware law

The Company’s charter documents include provisions that may deter hostile takeovers, delay or prevent changes of control or changes in management, or limit the ability of stockholders to approve transactions that they may otherwise determine to be in their best interests. These include provisions prohibiting stockholders from acting by written consent, requiring 90 days advance notice of stockholder proposals or nominations to the Board and granting the Board the authority to issue up to 5,000 shares of preferred stock and to determine the rights and preferences of the preferred stock without the need for further stockholder approval.

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

Changes in DaVita Inc.’s ownership interests in consolidated subsidiaries

The effects of changes in DaVita Inc.’s ownership interests in consolidated subsidiaries on the Company’s consolidated equity are as follows:

	Year ended December 31,		
	2019	2018	2017
Net income attributable to DaVita Inc.	$ 810,981	$ 159,394	$ 663,618
Changes in paid-in capital for:			
Sales of noncontrolling interest	—	79	(114)
Purchase of noncontrolling interests	(37,145)	(17,897)	(2,752)
Net transfer in noncontrolling interests	(37,145)	(17,818)	(2,866)
Net income attributable to DaVita Inc. net of transfers in noncontrolling interests	$ 773,836	$ 141,576	$ 660,752

The Company acquired additional ownership interests in several existing majority-owned partnerships for$68,019, $28,082, and $5,357 in 2019, 2018, and 2017, respectively.

20. Accumulated other comprehensive (loss) income

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

	Interest rate cap agreements	Investment securities	Foreign currency translation adjustments	Accumulated other comprehensive (loss) income
Balance at December 31, 2016	$ (12,029)	$ 2,175	$ (79,789)	$ (89,643)
Unrealized (losses) gains	(8,897)	5,075	99,770	95,948
Related income tax	3,460	(1,368)	—	2,092
	(5,437)	3,707	99,770	98,040
Reclassification of income (loss) into net income	8,278	(360)	—	7,918
Related income tax	(3,220)	140	—	(3,080)
	5,058	(220)	—	4,838
Balance at December 31, 2017	$ (12,408)	$ 5,662	$ 19,981	$ 13,235
Cumulative effect of change in accounting principle[1]	(2,706)	(5,662)	—	(8,368)
Unrealized losses	(181)	—	(45,944)	(46,125)
Related income tax	48	—	—	48
	(133)	—	(45,944)	(46,077)
Reclassification of income into net income	8,466	—	—	8,466
Related income tax	(2,180)	—	—	(2,180)
	6,286	—	—	6,286
Balance at December 31, 2018	$ (8,961)	$ —	$ (25,963)	$ (34,924)
Unrealized gains (losses)	1,566	—	(20,102)	(18,536)
Related income tax	(415)	—	—	(415)
	1,151	—	(20,102)	(18,951)
Reclassification of income into net income	8,591	—	—	8,591
Related income tax	(2,214)	—	—	(2,214)
	6,377	—	—	6,377
Balance at December 31, 2019	$ (1,433)	$ —	$ (46,065)	$ (47,498)

(1) Reflects the cumulative effect of a change in accounting principle for ASUs 2016-01 and 2018-03 on classification and measurement of financial instruments and ASU 2018-02 on remeasurement and reclassification of deferred tax effects in accumulated other comprehensive income associated with the 2017 Tax Act. See Note 5 for further details.

The reclassification of net cap realized losses into income are recorded as debt expense in the corresponding consolidated statements of income.See Note 13 for further details.

Prior to January 1, 2018, unrealized gains and losses on available-for-sale equity securities were recorded to accumulated other comprehensive income and reclassified to other income when realized. From January 1, 2018, unrealized gains and losses on investment securities are recorded directly to other income rather than to accumulated other comprehensive income.

21. Acquisitions and divestitures

Routine acquisitions

During 2019, the Company acquired seven dialysis centers in the U.S. and 16 dialysis centers outside the U.S. for a total of $98,836 in net cash paid, earn-outs of $23,536, and deferred purchase price and liabilities assumed of $4,326. During 2018, the Company acquired 18 dialysis centers in the U.S. and 28 dialysis centers outside the U.S. for a total of $176,161 in net cash, earn-outs of $1,246, and deferred purchase price and liabilities assumed of $34,394. In one of these transactions the Company acquired a controlling interest in a previously nonconsolidated U.S. dialysis partnership for which the Company recognized a non-cash gain of $28,152 on our prior interest upon consolidation. During 2017, the Company acquired 30 dialysis centers in the U.S. and 68 dialysis centers outside the U.S. for a total of $308,550 in net cash, earn-outs of $2,692 and deferred purchase

price of $23,748. The assets and liabilities for all acquisitions were recorded at their estimated fair values at the dates of the acquisitions and are included in the Company's financial statements and operating results from the effective dates of the acquisitions. For several of the 2019 acquisitions, certain income tax amounts are pending final evaluation and quantification of any pre-acquisition tax contingencies. In addition, valuation of intangibles and certain other working capital items relating to several of these acquisitions are pending final quantification.

The following table summarizes the assets acquired and liabilities assumed in these transactions and recognized at their acquisition dates at estimated fair values, as well as the estimated fair value of noncontrolling interests assumed in these transactions:

	Year ended December 31,		
	2019	2018	2017
Current assets	$ 6,713	$ 23,686	$ 14,366
Property and equipment	4,842	11,421	18,192
Amortizable intangible and other long-term assets	1,980	3,079	11,663
Indefinite-lived licenses	31,858	23,656	32,296
Goodwill	90,226	278,348	318,832
Deferred income taxes	—	—	(210)
Noncontrolling interests assumed	(1,762)	(80,291)	(44,303)
Liabilities assumed	(7,159)	(19,946)	(15,846)
	$ 126,698	$ 239,953	$ 334,990

Amortizable intangible assets acquired during 2019, 2018 and 2017, primarily related to non-compete agreements, had weighted-average estimated useful lives of six years, six years and seven years, respectively. The total amount of goodwill deductible for tax purposes associated with these acquisitions for 2019, 2018, and 2017 was approximately $88,517, $165,013 and $237,363, respectively.

Acquisition of Renal Ventures

On May 1, 2017, the Company completed its acquisition of 100% of the equity of Colorado-based Renal Ventures Management, LLC (Renal Ventures) for approximately $359,913 in net cash. Renal Ventures operated 36 dialysis centers, one uncertified dialysis center and one home program, which provided services to approximately 2,600 patients in six states. As a part of this transaction, the Company was required to divest three Renal Ventures outpatient dialysis centers, and three outpatient dialysis centers and one uncertified dialysis center of the Company, for approximately $21,219 in net cash. The Company also incurred approximately $11,950 in transaction and integration costs during the year ended December 31, 2017 associated with this acquisition that are included in general and administrative expenses.

The purchase price allocation for the Renal Ventures acquisition was finalized in 2018 with no material change to the initial allocation. The following table summarizes the assets acquired and liabilities assumed in this transaction and recognized at the acquisition date at estimated fair values:

Current assets, net of cash acquired	$ 22,739
Property and equipment	36,295
Amortizable intangible and other long-term assets	11,547
Goodwill	298,200
Current liabilities	(8,389)
Long-term liabilities	(479)
	$ 359,913

Amortizable intangible assets acquired, primarily related to non-compete agreements, had weighted-average estimated useful lives of five years. The total estimated amount of goodwill deductible for tax purposes associated with this acquisition was approximately $298,200.

Pro forma financial information (unaudited)

The following summary, prepared on a pro forma basis, combines the results of operations as if all acquisitions within continuing operations in 2019 and 2018 had been consummated as of the beginning of 2018, including the impact of certain adjustments such as amortization of intangibles, interest expense on acquisition financing and income tax effects.

	Year ended December 31,	
	2019	2018
	(unaudited)	
Pro forma total revenues	$ 11,416,498	$ 11,566,736
Pro forma net income from continuing operations attributable to DaVita Inc.	$ 709,631	$ 640,112
Pro forma basic net income per share from continuing operations attributable to DaVita Inc.	$ 4.63	$ 3.75
Pro forma diluted net income per share from continuing operations attributable to DaVita Inc.	$ 4.61	$ 3.71

Contingent earn-out obligations

The Company has several contingent earn-out obligations associated with acquisitions that could result in the Company paying the former owners of acquired companies a total of up to approximately $33,889 if certain performance targets or quality margins are met over the next one to five years.

Contingent earn-out obligations are remeasured to fair value at each reporting date until the contingencies are resolved with changes in the liability due to the remeasurement recognized in earnings. See Note 24 for further details. As of December 31, 2019, the Company estimated the fair value of these contingent earn-out obligations to be $24,586, of which a total of $6,712 is included in other current liabilities, and the remaining $17,874 is included in other long-term liabilities in the Company's consolidated balance sheet.

The following is a reconciliation of changes in liabilities for contingent earn-out obligations for the year ended December 31, 2019:

Balance at December 31, 2017	$ 6,388
Contingent earn-out obligations associated with acquisitions	1,246
Remeasurement of fair value	(4,729)
Payments of contingent earn-out obligations	(297)
Balance at December 31, 2018	$ 2,608
Contingent earn-out obligations associated with acquisitions	23,536
Remeasurement of fair value	(784)
Payments of contingent earn-out obligations	(774)
	$ 24,586

22. Discontinued operations previously held for sale

DaVita Medical Group (DMG)

On June 19, 2019, the Company completed the sale of its DMG business to Optum, a subsidiary of UnitedHealth Group Inc., for an aggregate purchase price of $4,340,000, prior to certain closing and post-closing adjustments specified in the related equity purchase agreement dated as of December 5, 2017, as amended as of September 20, 2018 and as of December 11, 2018 (as amended, the equity purchase agreement).

The Company recorded a preliminary estimated pre-tax net loss of approximately $23,022 on the sale of its DMG business in 2019. This preliminary net loss is based on initial estimates of the Company's expected aggregate proceeds from the sale, net of transaction costs and obligations, as well as the estimated values of DMG net assets sold as of the closing date. These estimated net proceeds include $4,465,476 in cash received from Optum at closing, or $3,824,509 net of cash and restricted cash included in the DMG net assets sold.

The ultimate net proceeds from the DMG sale, as well as the value of its previously held for sale net assets sold, remain subject to estimate revisions and post-closing adjustments pursuant to the equity purchase agreement, which could be material. Under the equity purchase agreement, the Company also has certain indemnification obligations that could require payments to the buyer relating to the Company's previous ownership and operation of the DMG business. Potential payments under these provisions, if any, remain subject to significant uncertainties and could have a material adverse effect on the net proceeds ultimately retained by the Company or the total amount of its loss on the sale of this business.

The following table presents the financial results of discontinued operations related to DMG:

	Year ended December 31,		
	2019	2018	2017
Net revenues	$ 2,713,059	$ 4,963,792	$ 4,676,213
Expenses	2,543,865	4,962,686	4,634,782
Goodwill and other asset impairment charges	—	41,537	651,659
Valuation adjustment on disposal group	—	316,840	—
Income (loss) from discontinued operations before taxes	169,194	(357,271)	(610,228)
Loss on sale of discontinued operations before taxes	(23,022)	—	—
Income tax expense (benefit)	40,689	99,768	(364,856)
Net income (loss) from discontinued operations, net of tax	$ 105,483	(457,038)	$ (245,372)

The following table presents cash flows of discontinued operations related to DMG:

	Year ended December 31,		
	2019	2018	2017
Net cash provided by operating activities from discontinued operations	$ 99,634	$ 290,684	$ 357,274
Net cash used in investing activities from discontinued operations	$ (43,442)	$ (57,382)	$ (232,329)

DMG acquisitions

During the period from January 1, 2019 to June 18, 2019 immediately prior to the sale, the DMG business acquired two medical businesses for a total of $2,025 in net cash and deferred purchase price of $212. During 2018, the DMG business acquired other medical businesses for a total of $6,995 in net cash, deferred purchase price of $1,142. During 2017, the DMG business acquired other medical businesses for a total of $135,416 in net cash, deferred purchase price of $1,038 and liabilities assumed of $10,145.

23. Variable interest entities

The Company manages or maintains an ownership interest in certain legal entities subject to the consolidation guidance applicable to variable interest entities (VIEs). Almost all of these legal entities are either U.S. dialysis partnerships encumbered by guaranteed debt, U.S. dialysis limited partnerships, or other legal entities subject to nominee ownership arrangements.

Under U.S. GAAP, VIEs typically include entities for which (i) the entity’s equity is not sufficient to finance its activities without additional subordinated financial support; (ii) the equity holders as a group lack the power to direct the activities that most significantly influence the entity’s economic performance, the obligation to absorb the entity’s expected losses, or the right to receive the entity’s expected returns; or (iii) the voting rights of some investors are not proportional to their obligations to absorb the entity’s losses.

The substantial majority of VIEs the Company is associated with are U.S. dialysis partnerships which the Company manages and in which it maintains a controlling majority ownership interest. These U.S. dialysis partnerships are considered VIEs because they are either (i) encumbered by debt guaranteed proportionately by the partners that is considered necessary to finance the partnership's activities, or (ii) in the form of limited partnerships for which the limited partners are not considered to have substantive kick-out or participating rights. The Company consolidates virtually all such U.S. dialysis partnerships.

The Company also relies on the operating activities of certain legal entities in which it does not maintain a controlling ownership interest but over which it has indirect influence and of which it is considered the primary beneficiary. These entities are typically subject to nominee ownership and transfer restriction agreements that effectively transfer the majority of the economic risks and rewards of their ownership to the Company. The Company’s management, restriction and other agreements

concerning such nominee-owned entities typically include both financial terms and protective and participating rights to the entities' operating, strategic and non-clinical governance decisions which transfer substantial powers over and economic responsibility for these entities to the Company. The Company consolidates all of the nominee-owned entities with which it is most closely associated.

At December 31, 2019, these consolidated financial statements include total assets of VIEs of$319,691 and total liabilities and noncontrolling interests of VIEs to third parties of $231,586.

The Company also sponsors certain non-qualified deferred compensation plans whose trusts qualify as VIEs and the Company consolidates these plans as their primary beneficiary. The assets of these plans are recorded in short-term or long-term investments with related liabilities recorded in accrued compensation and benefits and other long-term liabilities. See Note 15 for disclosures concerning the assets of these consolidated non-qualified deferred compensation plans.

24. Fair values of financial instruments

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value measurements are determined based on the principal or most advantageous market for the item being measured, assume that buyers and sellers are independent, willing and able to transact, and knowledgeable, with access to all information customarily available in such a transaction, and are based on assumptions that market participants would use in pricing the item, not assumptions specific to the reporting entity.

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

The following table summarizes the Company's assets, liabilities and temporary equity measured at fair value on a recurring basis as of December 31, 2019 and 2018:

December 31, 2019	Total	Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Assets				
Investments in equity securities	$ 39,951	$ 39,951	$ —	$ —
Interest rate cap agreements	$ 24,452	$ —	$ 24,452	$ —
Liabilities				
Contingent earn-out obligations	$ 24,586	$ —	$ —	$ 24,586
Temporary equity				
Noncontrolling interests subject to put provisions	$ 1,180,376	$ —	$ —	$ 1,180,376
December 31, 2018				
Assets				
Investments in equity securities	$ 36,124	$ 36,124	$ —	$ —
Interest rate cap agreements	$ 851	$ —	$ 851	$ —
Liabilities				
Contingent earn-out obligations	$ 2,608	$ —	$ —	$ 2,608
Temporary equity				
Noncontrolling interests subject to put provisions	$ 1,124,641	$ —	$ —	$ 1,124,641

Investments in equity securities represent investments in various open-ended registered investment companies (mutual funds) and common stock and are recorded at fair value estimated based on reported market prices or redemption prices, as applicable. See Note 5 for further discussion.

Interest rate cap agreements are recorded at fair value estimated from valuation models utilizing the income approach and commonly accepted valuation techniques that use inputs from closing prices for similar assets and liabilities in active

markets as well as other relevant observable market inputs at quoted intervals such as current interest rates, forward yield curves, implied volatility and credit default swap pricing. The Company does not believe the ultimate amount that could be realized upon settlement of these interest rate cap agreements would be materially different from the fair value estimates currently reported. See Note 13 for further discussion.

The estimated fair value measurements of contingent earn-out obligations are primarily based on unobservable inputs, including projected earnings before interest, taxes, depreciation, and amortization (EBITDA) and revenue. The estimated fair value of these contingent earn-out obligations is remeasured as of each reporting date and could fluctuate based upon any significant changes in key assumptions, such as changes in the Company credit risk adjusted rate that is used to discount obligations to present value. See Note 21 for further discussion.

See Note 17 for a discussion of the Company's methodology for estimating the fair values of noncontrolling interests subject to put obligations.

The Company's fair value estimates for its senior secured credit facilities and senior notes are based upon quoted bid and ask prices for these instruments, typically a level 2 input. See Note 13 for further discussion of the Company's debt.

Other financial instruments consist primarily of cash and cash equivalents, restricted cash and cash equivalents, accounts receivable, accounts payable, other accrued liabilities, lease liabilities and debt. The balances of non-debt financial instruments are presented in the consolidated financial statements at December 31, 2019 and 2018 at their approximate fair values due to the short-term nature of their settlements.

25. Segment reporting

The Company's operations are comprised of its U.S. dialysis and related lab services business, its various ancillary services and strategic initiatives, including its international operations, and its corporate administrative support. See Note 1 *"Organization"* for a summary description of the Company's businesses.

On June 19, 2019, the Company completed the sale of its DMG business to Optum. As a result of this transaction, DMG's results of operations have been reported as discontinued operations for all periods presented.

The Company's operating segments have been defined based on the separate financial information that is regularly produced and reviewed by the Company's chief operating decision maker in making decisions about allocating resources to and assessing the financial performance of the Company's various operating lines of business. The chief operating decision maker for the Company is its Chief Executive Officer.

The Company's separate operating segments include its U.S. dialysis and related lab services business, each of its ancillary services and strategic initiatives, its kidney care operations in each foreign sovereign jurisdiction, its other health operations in each foreign sovereign jurisdiction, and its equity method investment in the Asia Pacific joint venture. The U.S. dialysis and related lab services business qualifies as a separately reportable segment, and all other ancillary services and strategic initiatives operating segments, including the international operating segments, have been combined and disclosed in the other segments category.

The Company's operating segment financial information included in this report is prepared on the internal management reporting basis that the chief operating decision maker uses to allocate resources and assess the financial performance of the Company's operating segments. For internal management reporting, segment operations include direct segment operating expenses but generally exclude corporate administrative support costs, which consist primarily of indirect labor, benefits and long-term incentive compensation expenses of certain departments which provide support to all of the Company's various operating lines of business, except to the extent that such costs are charged to and borne by certain ancillary services and strategic initiatives via internal management fees. These corporate administrative support costs are reduced by internal management fees received from the Company's ancillary lines of business.

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

	Year ended December 31,		
	2019	2018	2017
Segment revenues:[1]			
U.S. dialysis			
Patient service revenues:			
External sources	$ 10,421,401	$ 10,274,046	$ 9,767,123
Intersegment revenues	131,199	92,950	55,176
Total U.S. dialysis revenues	10,552,600	10,366,996	9,822,299
Provision for uncollectible accounts	(21,715)	(50,927)	(481,973)
Net U.S. dialysis patient service revenues	10,530,885	10,316,069	9,340,326
Other revenues[2]			
External sources	30,895	19,880	19,739
Intersegment revenues	1,126	—	—
Total net U.S. dialysis revenues	$ 10,562,906	$ 10,335,949	$ 9,360,065
Other - Ancillary services			
Net patient service revenues	$ 497,021	$ 437,275	$ 323,156
Other external sources	460,877	724,577	1,248,589
Intersegment revenues	14,030	34,236	24,603
Total ancillary services	$ 971,928	$ 1,196,088	$ 1,596,348
Total net segment revenues	11,534,834	11,532,037	10,956,413
Elimination of intersegment revenues	(146,355)	(127,186)	(79,779)
Consolidated revenues	$ 11,388,479	$ 11,404,851	$ 10,876,634
Segment operating margin (loss):			
U.S. dialysis	$ 1,924,826	$ 1,709,721	$ 2,297,198
Other - Ancillary services	(189,174)	(93,789)	(439,477)
Total segment margin	1,735,652	1,615,932	1,857,721
Reconciliation of segment operating margin to consolidated income from continuing operations before income taxes:			
Corporate administrative support	(92,335)	(90,108)	(44,966)
Consolidated operating income	1,643,317	1,525,824	1,812,755
Debt expense	(443,824)	(487,435)	(430,634)
Debt prepayment, refinancing and redemption charges	(33,402)	—	—
Other income	29,348	10,089	17,665
Income from continuing operations before income taxes	$ 1,195,439	$ 1,048,478	$ 1,399,786

(1) On January 1, 2018, the Company adopted *Revenue from Contracts with Customers* (Topic 606) using the cumulative effect method for those contracts that were not substantially completed as of January 1, 2018. See Notes 1 and 2 for further discussion of the Company's adoption of Topic 606.

(2) Includes management fee revenues from providing management and administrative services to dialysis ventures in which the Company owns a noncontrolling interest or which are wholly-owned by third parties.

Depreciation and amortization expense by reportable segment was as follows:

	Year ended December 31,		
	2019	2018	2017
U.S. dialysis	$ 583,454	$ 558,810	$ 520,965
Other - Ancillary services	31,698	32,225	38,946
	$ 615,152	$ 591,035	$ 559,911

Summary of assets by reportable segment was as follows:

	Year ended December 31,	
	2019	2018
Segment assets		
U.S. dialysis (including equity investments of $124,188 and $95,290, respectively)	$ 15,778,880	$ 12,333,641
Other - Ancillary services[1] (including equity investments of $117,795 and $129,321, respectively)	1,532,514	1,387,046
DMG - Discontinued operations (including equity investments of $0 and $4,833 respectively)	—	5,389,565
Consolidated assets	$ 17,311,394	$ 19,110,252

(1) Includes approximately $154,572 and $136,052 in 2019 and 2018, respectively, of net property and equipment related to the Company's international operations.

Expenditures for property and equipment by reportable segment were as follows:

	Year ended December 31,		
	2019	2018	2017
U.S. dialysis	$ 681,339	$ 856,108	$ 769,732
Other - Ancillary services	46,741	45,806	40,377
DMG - Discontinued operations	38,466	85,224	95,141
	$ 766,546	$ 987,138	$ 905,250

26. Supplemental cash flow information

The table below provides supplemental cash flow information:

	Year ended December 31,		
	2019	2018	2017
Cash paid:			
Income taxes, net	$ 157,983	$ 92,526	$ 387,159
Interest	$ 473,176	$ 488,974	$ 424,547
Non-cash investing and financing activities:			
Fixed assets under financing lease obligations	$ 18,953	$ 8,828	$ 48,378

27. Selected quarterly financial data (unaudited)

	December 31,	September 30,	June 30,	March 31,
2019				
Total revenues	$ 2,898,584	$ 2,904,078	$ 2,842,705	$ 2,743,112
Operating income	$ 462,588	$ 378,336	$ 461,886	$ 340,507
Attributable to DaVita Inc.:				
Net income from continuing operations[1]	$ 242,242	$ 150,113	$ 194,223	$ 120,254
Net (loss) income from discontinued operations	2,629	(6,843)	79,328	29,035
Net income	$ 244,871	$ 143,270	$ 273,551	$ 149,289
Per share attributable to DaVita Inc.:				
Basic net income from continuing operations	$ 1.87	$ 1.00	$ 1.17	$ 0.72
Basic net income (loss) from discontinued operations	0.02	(0.05)	0.47	0.18
Basic net income	$ 1.89	$ 0.95	$ 1.64	$ 0.90
Diluted net income from continuing operations	$ 1.86	$ 0.99	$ 1.16	$ 0.72
Diluted net income (loss) from discontinued operations	0.02	(0.04)	0.48	0.18
Diluted net income	$ 1.88	$ 0.95	$ 1.64	$ 0.90
2018				
Total revenues	$ 2,821,124	$ 2,847,330	$ 2,886,953	$ 2,849,444
Operating income	$ 387,908	$ 289,038	$ 438,192	$ 410,686
Attributable to DaVita Inc.:				
Net income from continuing operations[1]	$ 160,332	$ 73,371	$ 199,603	$ 191,015
Net (loss) income from discontinued operations	(310,104)	(210,167)	67,673	(12,329)
Net (loss) income	$ (149,772)	$ (136,796)	$ 267,276	$ 178,686
Per share attributable to DaVita Inc.:				
Basic net income from continuing operations	$ 0.97	$ 0.44	$ 1.16	$ 1.07
Basic net (loss) income from discontinued operations	(1.87)	(1.26)	0.40	(0.07)
Basic net (loss) income	$ (0.90)	$ (0.82)	$ 1.56	$ 1.00
Diluted net income from continuing operations	$ 0.96	$ 0.44	$ 1.15	$ 1.05
Diluted net (loss) income from discontinued operations	(1.86)	(1.26)	0.38	(0.07)
Diluted net (loss) income	$ (0.90)	$ (0.82)	$ 1.53	$ 0.98

(1) The following table summarizes impairment charges, (gain) loss on changes in ownership interest, restructuring charges, and stock-based compensation modification charges and net acceleration of expense included in operating expenses and charges in 2019 and 2018 by quarter:

	Quarter ended				Quarter ended			
	December 31, 2019	September 30, 2019	June 30, 2019	March 31, 2019	December 31, 2018	September 30, 2018	June 30, 2018	March 31, 2018
Certain operating expenses and charges:								
Impairment charges		$ 83,855		$ 41,037	$ 1,530	$ 12,088	$ 14,351	
(Gain) loss on changes in ownership interest, net					$ (19,437)	$ 1,506	$ (33,957)	
Restructuring charges						$ 11,366		
Stock-based compensation modification charges and net acceleration of expense						$ 23,470		

28. Consolidating financial statements

The following information is presented in accordance with Rule 3-10 of Regulation S-X. The operating and investing activities of the separate legal entities included in the Company's consolidated financial statements are fully interdependent and integrated. Revenues and operating expenses of the separate legal entities include intercompany charges for management and other administrative services. The Company's senior notes are guaranteed by a substantial majority of its domestic subsidiaries as measured by revenue, income and assets. The subsidiary guarantors have guaranteed the senior notes on a joint and several basis. However, a subsidiary guarantor will be released from its obligations under its guarantee of the senior notes and the indentures governing the senior notes if, in general, there is a sale or other disposition of all or substantially all of the assets of such subsidiary guarantor, including by merger or consolidation, or a sale or other disposition of all of the equity interests in such subsidiary guarantor held by the Company and its restricted subsidiaries, as defined in the indentures; such subsidiary guarantor is designated by the Company as an unrestricted subsidiary, as defined in the indentures, or otherwise ceases to be a restricted subsidiary of the Company, in each case in accordance with the indentures; or such subsidiary guarantor no longer guarantees any other indebtedness, as defined in the indentures, of the Company or any of its restricted subsidiaries, except for guarantees that are contemporaneously released. The senior notes are not guaranteed by certain of the Company's domestic subsidiaries, any of the Company's foreign subsidiaries, or any entities that do not constitute subsidiaries within the meaning of the indentures, such as corporations in which the Company holds capital stock with less than a majority of the voting power, joint ventures and partnerships in which the Company holds less than a majority of the equity or voting interests, non-owned entities and third parties. Contemporaneously with the Company entering into the New Credit Agreement and pursuant to the indentures governing the Company's senior notes, certain subsidiaries of the Company were released from their guarantees of the Company's senior notes such that, after that release, the remaining subsidiary guarantors of the senior notes were the same subsidiaries guaranteeing the New Credit Agreement. The following consolidating statements have been prepared for all periods presented based on the current subsidiary guarantors and non-guarantors stipulated in the Company's New Credit Agreement.

Consolidating Statements of Income

For year ended December 31, 2019	DaVita Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidating Adjustments	Consolidated Total
Dialysis patient service revenues	$ —	$ 6,961,825	$ 4,226,402	$ (269,806)	$ 10,918,421
Less: Provision for uncollectible accounts	—	(15,296)	(6,419)	—	(21,715)
Net dialysis patient service revenues	—	6,946,529	4,219,983	(269,806)	10,896,706
Other revenues	804,684	601,394	171,856	(1,086,161)	491,773
Total revenues	804,684	7,547,923	4,391,839	(1,355,967)	11,388,479
Operating expenses and charges	642,717	6,631,471	3,826,941	(1,355,967)	9,745,162
Operating income	161,967	916,452	564,898	—	1,643,317
Debt expense	(482,074)	(183,272)	(53,043)	241,163	(477,226)
Other income, net	309,623	7,314	46,306	(333,895)	29,348
Income tax (benefit) expense	(2,616)	263,563	18,681	—	279,628
Equity earnings in subsidiaries	818,849	429,628	—	(1,248,477)	—
Net income from continuing operations	810,981	906,559	539,480	(1,341,209)	915,811
Net income from discontinued operations, net of tax	—	—	12,751	92,732	105,483
Net income	810,981	906,559	552,231	(1,248,477)	1,021,294
Less: Net income attributable to noncontrolling interests	—	—	—	(210,313)	(210,313)
Net income attributable to DaVita Inc.	$ 810,981	$ 906,559	$ 552,231	$ (1,458,790)	$ 810,981

Consolidating Statements of Income - (continued)

For year ended December 31, 2018	DaVita Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidating Adjustments	Consolidated Total
Dialysis patient service revenues	$ —	$ 6,834,865	$ 4,096,666	$ (221,550)	$ 10,709,981
Less: Provision for uncollectible accounts	—	(34,977)	(14,610)	—	(49,587)
Net dialysis patient service revenues	—	6,799,888	4,082,056	(221,550)	10,660,394
Other revenues	799,230	488,086	558,079	(1,100,938)	744,457
Total revenues	799,230	7,287,974	4,640,135	(1,322,488)	11,404,851
Operating expenses and charges	646,640	6,551,328	4,003,547	(1,322,488)	9,879,027
Operating income	152,590	736,646	636,588	—	1,525,824
Debt expense	(491,749)	(201,496)	(43,414)	249,224	(487,435)
Other income, net	418,839	3,430	29,132	(441,312)	10,089
Income tax expense	23,482	155,372	79,546	—	258,400
Equity earnings in subsidiaries	103,196	388,737	—	(491,933)	—
Net income from continuing operations	159,394	771,945	542,760	(684,021)	790,078
Net loss from discontinued operations, net of tax	—	—	(649,126)	192,088	(457,038)
Net income (loss)	159,394	771,945	(106,366)	(491,933)	333,040
Less: Net income attributable to noncontrolling interests	—	—	—	(173,646)	(173,646)
Net income (loss) attributable to DaVita Inc.	$ 159,394	$ 771,945	$ (106,366)	$ (665,579)	$ 159,394

For year ended December 31, 2017	DaVita Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidating Adjustments	Consolidated Total
Dialysis patient service revenues	$ —	$ 6,417,574	$ 3,848,172	$ (172,076)	$ 10,093,670
Less: Provision for uncollectible accounts	—	(322,085)	(170,447)	7,168	(485,364)
Net dialysis patient service revenues	—	6,095,489	3,677,725	(164,908)	9,608,306
Other revenues	793,751	408,460	1,080,832	(1,014,715)	1,268,328
Total net revenues	793,751	6,503,949	4,758,557	(1,179,623)	10,876,634
Operating expenses and charges	527,942	5,331,545	4,384,015	(1,179,623)	9,063,879
Operating income	265,809	1,172,404	374,542	—	1,812,755
Debt expense	(426,149)	(200,953)	(43,490)	239,958	(430,634)
Other income, net	411,731	5,979	23,657	(423,702)	17,665
Income tax expense	65,965	210,068	47,826	—	323,859
Equity earnings in subsidiaries	478,192	460,261	—	(938,453)	—
Net income from continuing operations	663,618	1,227,623	306,883	(1,122,197)	1,075,927
Net loss from discontinued operations, net of tax	—	—	(429,116)	183,744	(245,372)
Net income (loss)	663,618	1,227,623	(122,233)	(938,453)	830,555
Less: Net income attributable to noncontrolling interests	—	—	—	(166,937)	(166,937)
Net income (loss) attributable to DaVita Inc.	$ 663,618	$ 1,227,623	$ (122,233)	$ (1,105,390)	$ 663,618

Consolidating Statements of Comprehensive Income

For the year ended December 31, 2019	DaVita Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidating Adjustments	Consolidated Total
Net income	$ 810,981	$ 906,559	$ 552,231	$ (1,248,477)	$ 1,021,294
Other comprehensive income (loss)	7,528	—	(20,102)	—	(12,574)
Total comprehensive income	818,509	906,559	532,129	(1,248,477)	1,008,720
Less: Comprehensive income attributable to noncontrolling interest	—	—	—	(210,313)	(210,313)
Comprehensive income attributable to DaVita Inc.	$ 818,509	$ 906,559	$ 532,129	$ (1,458,790)	$ 798,407
For the year ended December 31, 2018					
Net income (loss)	$ 159,394	$ 771,945	$ (106,366)	$ (491,933)	$ 333,040
Other comprehensive income (loss)	6,153	—	(45,944)	—	(39,791)
Total comprehensive income (loss)	165,547	771,945	(152,310)	(491,933)	293,249
Less: Comprehensive income attributable to noncontrolling interest	—	—	—	(173,646)	(173,646)
Comprehensive income (loss) attributable to DaVita Inc.	$ 165,547	$ 771,945	$ (152,310)	$ (665,579)	$ 119,603
For the year ended December 31, 2017					
Net income (loss)	$ 663,618	$ 1,227,623	$ (122,233)	$ (938,453)	$ 830,555
Other comprehensive income (loss)	3,106	—	99,770	—	102,876
Total comprehensive income (loss)	666,724	1,227,623	(22,463)	(938,453)	933,431
Less: Comprehensive income attributable to noncontrolling interest	—	—	—	(166,935)	(166,935)
Comprehensive income (loss) attributable to DaVita Inc.	$ 666,724	$ 1,227,623	$ (22,463)	$ (1,105,388)	$ 766,496

Consolidating Balance Sheets

As of December 31, 2019	DaVita Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidating Adjustments	Consolidated Total
Cash and cash equivalents	$ 758,241	$ 532	$ 343,599	$ —	$ 1,102,372
Restricted cash and equivalents	14,499	—	91,847	—	106,346
Accounts receivable, net	—	1,189,301	606,297	—	1,795,598
Other current assets	76,787	548,553	102,410	(41,896)	685,854
Total current assets	849,527	1,738,386	1,144,153	(41,896)	3,690,170
Property and equipment, net	543,932	1,589,417	1,344,543	(4,508)	3,473,384
Operating lease right-of-use assets	109,415	1,656,145	1,084,552	(20,065)	2,830,047
Intangible assets, net	362	31,569	103,753	—	135,684
Investments in and advances to affiliates, net	10,813,991	7,611,402	3,051,208	(21,476,601)	—
Other long-term assets and investments	102,779	133,698	176,315	(18,318)	394,474
Goodwill	—	4,812,972	1,974,663	—	6,787,635
Total assets	$ 12,420,006	$ 17,573,589	$ 8,879,187	$ (21,561,388)	$ 17,311,394
Current liabilities	$ 379,286	$ 1,327,378	$ 666,470	$ (1,036)	$ 2,372,098
Intercompany payables	1,381,863	3,051,208	2,615,151	(7,048,222)	—
Long-term operating lease liabilities	136,123	1,567,776	1,039,145	(19,244)	2,723,800
Long-term debt and other long-term liabilities	7,741,725	674,558	364,102	(64,507)	8,715,878
Noncontrolling interests subject to put provisions	647,600	—	—	532,776	1,180,376
Total DaVita Inc. shareholders' equity	2,133,409	10,952,669	3,475,710	(14,428,379)	2,133,409
Noncontrolling interests not subject to put provisions	—	—	718,609	(532,776)	185,833
Total equity	2,133,409	10,952,669	4,194,319	(14,961,155)	2,319,242
Total liabilities and equity	$ 12,420,006	$ 17,573,589	$ 8,879,187	$ (21,561,388)	$ 17,311,394

Consolidating Balance Sheets - (continued)

As of December 31, 2018	DaVita Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidating Adjustments	Consolidated Total
Cash and cash equivalents	$ 60,653	$ 1,232	$ 261,153	$ —	$ 323,038
Restricted cash and equivalents	1,005	12,048	79,329	—	92,382
Accounts receivable, net	—	1,204,122	654,486	—	1,858,608
Other current assets	37,185	565,974	157,407	—	760,566
Current assets held for sale	—	—	5,389,565	—	5,389,565
Total current assets	98,843	1,783,376	6,541,940	—	8,424,159
Property and equipment, net	491,462	1,584,321	1,317,886	—	3,393,669
Intangible assets, net	153	42,896	75,797	—	118,846
Investments in and advances to affiliates, net	13,522,198	6,196,801	2,498,545	(22,217,544)	—
Other long-term assets and investments	53,385	90,037	188,196	—	331,618
Goodwill	—	4,806,939	2,035,021	—	6,841,960
Total assets	$ 14,166,041	$ 14,504,370	$ 12,657,385	$ (22,217,544)	$ 19,110,252
Current liabilities	$ 1,945,943	$ 1,217,526	$ 483,933	$ —	$ 3,647,402
Current liabilities held for sale	—	—	1,243,759	—	1,243,759
Total current liabilities	1,945,943	1,217,526	1,727,692	—	4,891,161
Intercompany payables	—	2,498,545	6,161,292	(8,659,837)	—
Long-term debt and other long-term liabilities	7,918,581	687,443	580,028	—	9,186,052
Noncontrolling interests subject to put provisions	598,075	—	—	526,566	1,124,641
Total DaVita Inc. shareholders' equity	3,703,442	10,100,856	3,456,851	(13,557,707)	3,703,442
Noncontrolling interests not subject to put provisions	—	—	731,522	(526,566)	204,956
Total equity	3,703,442	10,100,856	4,188,373	(14,084,273)	3,908,398
Total liabilities and equity	$ 14,166,041	$ 14,504,370	$ 12,657,385	$ (22,217,544)	$ 19,110,252

Consolidating Statements of Cash Flow

For the year ended December 31, 2019	DaVita Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidating Adjustments	Consolidated Total
Cash flows from operating activities:					
Net income	$ 810,981	$ 906,559	$ 552,231	$ (1,248,477)	$ 1,021,294
Changes in operating assets and liabilities and non-cash items included in net income	(602,288)	(73,356)	478,228	1,248,477	1,051,061
Net cash provided by operating activities	208,693	833,203	1,030,459	—	2,072,355
Cash flows from investing activities:					
Additions of property and equipment, net	(145,378)	(310,032)	(311,136)	—	(766,546)
Acquisitions	—	(11,851)	(89,010)	—	(100,861)
Proceeds from asset sales, net of cash divested	3,824,516	1,777	51,099	—	3,877,392
Investments and other items	(4,606)	(6,676)	(3,363)	—	(14,645)
Net cash provided by (used in) investing activities	3,674,532	(326,782)	(352,410)	—	2,995,340
Cash flows from financing activities:					
Long-term debt and related financing costs, net	(2,052,197)	(10,481)	(17,513)	—	(2,080,191)
Intercompany borrowing	1,267,138	(455,405)	(811,733)	—	—
Other items	(2,387,084)	(53,283)	(175,892)	—	(2,616,259)
Net cash used in financing activities	(3,172,143)	(519,169)	(1,005,138)	—	(4,696,450)
Effect of exchange rate changes on cash	—	—	(1,760)	—	(1,760)
Net increase (decrease) in cash, cash equivalents and restricted cash	711,082	(12,748)	(328,849)	—	369,485
Less: Net increase in cash, cash equivalents and restricted cash from discontinued operations	—	—	(423,813)	—	(423,813)
Net increase (decrease) in cash, cash equivalents and restricted cash from continuing operations	711,082	(12,748)	94,964	—	793,298
Cash, cash equivalents and restricted cash of continuing operations at beginning of the year	61,658	13,280	340,482	—	415,420
Cash, cash equivalents and restricted cash of continuing operations at end of the year	$ 772,740	$ 532	$ 435,446	$ —	$ 1,208,718

Consolidating Statements of Cash Flow - (continued)

For the year ended December 31, 2018	DaVita Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidating Adjustments	Consolidated Total
Cash flows from operating activities:					
Net income	$ 159,394	$ 771,945	$ (106,366)	$ (491,933)	$ 333,040
Changes in operating assets and liabilities and non-cash items included in net income	(86,070)	(150,976)	1,183,713	491,933	1,438,600
Net cash provided by operating activities	73,324	620,969	1,077,347	—	1,771,640
Cash flows from investing activities:					
Additions of property and equipment, net	(175,787)	(425,008)	(386,343)	—	(987,138)
Acquisitions	—	(42,987)	(140,169)	—	(183,156)
Proceeds from asset and business sales, net of cash divested	—	55,184	95,021	—	150,205
Investments and other items	30,962	(8,286)	(8,230)	—	14,446
Net cash used in investing activities	(144,825)	(421,097)	(439,721)	—	(1,005,643)
Cash flows from financing activities:					
Long-term debt and related financing costs, net	725,889	(8,874)	(22,238)	—	694,777
Intercompany borrowing	404,897	(168,224)	(236,673)	—	—
Other items	(1,147,934)	(29,457)	(142,740)	—	(1,320,131)
Net cash used in financing activities	(17,148)	(206,555)	(401,651)	—	(625,354)
Effect of exchange rate changes on cash	—	—	(3,350)	—	(3,350)
Net (decrease) increase in cash, cash equivalents and restricted cash	(88,649)	(6,683)	232,625	—	137,293
Less: Net decrease in cash, cash equivalents and restricted cash from discontinued operations	—	—	240,793	—	240,793
Net decrease in cash, cash equivalents and restricted cash from continuing operations	(88,649)	(6,683)	(8,168)	—	(103,500)
Cash, cash equivalents and restricted cash of continuing operations at beginning of the year	150,307	19,963	348,650	—	518,920
Cash, cash equivalents and restricted cash of continuing operations at end of the year	$ 61,658	$ 13,280	$ 340,482	$ —	$ 415,420

Consolidating Statements of Cash Flow - (continued)

For the year ended December 31, 2017	DaVita Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidating Adjustments	Consolidated Total
Cash flows from operating activities:					
Net income	$ 663,618	$ 1,227,623	$ (122,233)	$ (938,453)	$ 830,555
Changes in operating assets and liabilities and non-cash items included in net income	(533,300)	(739,023)	1,416,481	938,453	1,082,611
Net cash provided by operating activities	130,318	488,600	1,294,248	—	1,913,166
Cash flows from investing activities:					
Additions of property and equipment, net	(155,972)	(348,292)	(400,986)	—	(905,250)
Acquisitions	—	(528,588)	(275,291)	—	(803,879)
Proceeds from asset sales	—	25,989	66,347	—	92,336
Investments and other items	211,619	(3,526)	43,968	—	252,061
Net cash provided by (used in) investing activities	55,647	(854,417)	(565,962)	—	(1,364,732)
Cash flows from financing activities:					
Long-term debt and related financing costs, net	173,529	(8,186)	(10,495)	—	154,848
Intercompany borrowing	22,589	382,452	(405,041)	—	—
Other items	(781,697)	(2,205)	(137,203)	—	(921,105)
Net cash (used in) provided by financing activities	(585,579)	372,061	(552,739)	—	(766,257)
Effect of exchange rate changes on cash	—	—	254	—	254
Net (decrease) increase in cash, cash equivalents and restricted cash	(399,614)	6,244	175,801	—	(217,569)
Less: Net decrease in cash, cash equivalents and restricted cash from discontinued operations	—	—	(53,026)	—	(53,026)
Net (decrease) increase in cash, cash equivalents and restricted cash from continuing operations	(399,614)	6,244	228,827	—	(164,543)
Cash, cash equivalents and restricted cash of continuing operations at beginning of the year	549,921	13,719	119,823	—	683,463
Cash, cash equivalents and restricted cash of continuing operations at end of the year	$ 150,307	$ 19,963	$ 348,650	$ —	$ 518,920

29. Supplemental data under senior note indentures (unaudited)

The Company previously disclosed certain unaudited supplemental data concerning entities that do not constitute "Subsidiaries" as defined in the indentures governing the Company's senior notes with its consolidated financial statements, as required by those indentures. As a result of the sale of the DMG business to Optum on June 19, 2019, the Company no longer has subsidiaries large enough to require this additional unaudited supplemental disclosure under the terms of its senior note indentures.

EXHIBIT INDEX

2.1	Agreement and Plan of Merger, dated as of May 20, 2012, by and among DaVita Inc., Seismic Acquisition LLC, HealthCare Partners Holdings, LLC, and the Member Representative.(25)
2.2	Amendment, dated as of July 6, 2012, to the Agreement and Plan of Merger, dated as of May 20, 2012, by and among DaVita Inc., Seismic Acquisition LLC, HealthCare Partners Holdings, LLC, and the Member Representative.(22)
2.3	Amendment No. 2, dated as of August 30, 2013, to the Agreement and Plan of Merger, dated as of May 20, 2012, by and among DaVita Inc., Seismic Acquisition LLC, HealthCare Partners Holdings, LLC, and the Member Representative.(4)
2.4	Amendment No. 3, dated as of June 22, 2018, to the Agreement and Plan of Merger, dated as of May 20, 2012, by and among DaVita Inc., Seismic Acquisition LLC, HealthCare Partners Holdings, LLC, and the Member Representative.(26)
2.5	Equity Purchase Agreement, dated as of December 5, 2017, by and among DaVita Inc., Collaborative Care Holdings, LLC, and solely with respect to Section 9.3 and Section 9.18 thereto, UnitedHealth Group Incorporated.(2)
2.6	Amendment No. 1 dated as of September 20, 2018, to that certain Equity Purchase Agreement, dated as of December 5, 2017, by and among DaVita, Inc., a Delaware corporation, Collaborative Care Holdings, LLC, a Delaware limited liability company and a wholly owned subsidiary of Optum, Inc., and solely with respect to Section 9.3 and Section 9.18 thereto, UnitedHealth Group Incorporated, a Delaware corporation.(27)
2.7	Second Amendment to Equity Purchase Agreement by and between DaVita, Inc., a Delaware corporation, and Collaborative Care Holdings, LLC, a Delaware limited liability company, dated as of December 11, 2018, amending that certain Equity Purchase Agreement, dated as of December 5, 2017, by and among DaVita, Inc., Collaborative Care Holdings, LLC, and, solely with respect to Section 9.3 and Section 9.18 thereto, UnitedHealth Group Incorporated (as previously amended).(13)
3.1	Restated Certificate of Incorporation of DaVita Inc., as filed with the Secretary of State of Delaware on November 1, 2016.(1)
3.2	Amended and Restated Bylaws for DaVita Inc. dated as of September 7, 2016.(1)
4.1	Indenture, dated June 13, 2014, by and among DaVita Inc., the guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as Trustee.(23)
4.2	Form of 5.125% Senior Notes due 2024 and related Guarantee (included in Exhibit 4.1).(23)
4.3	Indenture for the 5.000% Senior Notes due 2025, dated April 17, 2015, by and among DaVita Inc., the guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as Trustee.(19)
4.4	Form of 5.000% Senior Notes due 2025 and related Guarantee (included in Exhibit 4.3).(19)
4.5	Description of Securities.✓
10.1	Sourcing and Supply Agreement between DaVita Inc. and Amgen USA Inc. effective as of January 6, 2017.(6)**

10.2	Credit Agreement, dated August 12, 2019, by and among DaVita Inc., certain subsidiary guarantors party thereto, the lenders party thereto, Credit Agricole Corporate and Investment Bank, JPMorgan Chase Bank, N.A. and MUFG Bank Ltd., as co-syndication agents, Bank of America, N.A., Barclays Bank PLC, Credit Suisse Loan Funding LLC, Goldman Sachs Bank USA, Morgan Stanley Senior Funding, Inc. and Suntrust Bank, as co-documentation agents, and Wells Fargo Bank, National Association, as administrative agent, collateral agent and swingline lender.(29)
10.3	First Amendment, dated as of February 13, 2020, to that certain Credit Agreement, dated as of August 12, 2019, by and among DaVita Inc., certain subsidiary guarantors party thereto, the lenders party thereto, and Wells Fargo Bank, National Association, as administrative agent, collateral agent and swingline lender.✓
10.4	Corporate Integrity Agreement, dated as of October 22, 2014, by and among the Office of Inspector General of The Department of Health and Human Services and DaVita Inc.(24)
10.5	Form of Non-Competition and Non-Solicitation Agreement, dated as of May 20, 2012, between DaVita Inc. and Dr. Robert Margolis, Dr. William Chin, Dr. Thomas Paulsen, Mr. Zan Calhoun, and Ms. Lori Glisson. (25)
10.6	Employment Agreement, effective July 25, 2008, between DaVita Inc. and Kent J. Thiry.(14)*
10.7	Amendment to Employment Agreement, effective December 31, 2014, by and between DaVita Inc. and Kent. J. Thiry.(4)*
10.8	Amendment Number Two to Employment Agreement, effective August 20, 2018, by and between DaVita Inc. and Kent J. Thiry.(28)*
10.9	Executive Chairman Agreement between Kent J. Thiry and DaVita, Inc., dated as of April 29, 2019.(15)*
10.10	Restricted Stock Units Agreement, effective as of May 15, 2019, by and between DaVita Inc. and Kent Thiry.(30)*
10.11	Performance Stock Units Agreement, effective as of May 15, 2019, by and between DaVita Inc. and Kent Thiry.(30)*
10.12	Employment Agreement, dated as of April 29, 2019, by and between Javier J. Rodriguez and DaVita Inc.(15)*
10.13	Stock Appreciation Rights Agreement, effective November 4, 2019, by and between Javier J. Rodriguez and DaVita Inc.(32)*
10.14	Employment Agreement, effective February 21, 2017, by and between DaVita Inc. and Joel Ackerman.(9)*
10.15	Employment Agreement, effective April 27, 2016, by and between DaVita HealthCare Partners Inc. and Kathleen A. Waters.(6)*
10.16	Employment Agreement, effective September 22, 2005, by and between DaVita Inc. and James Hilger.(8)*
10.17	Amendment to Mr. Hilger's Employment Agreement, effective December 12, 2008.(17)*
10.18	Second Amendment to Mr. Hilger's Employment Agreement, effective December 27, 2012.(20)*
10.19	Third Amendment to Employment Agreement, effective December 31, 2014, by and between DaVita Inc. and James Hilger.(4)*
10.20	Transition Agreement, dated as of July 31, 2018, by and between DaVita Inc. and James Hilger.(26)*

10.21	Employment Agreement, effective April 29, 2015, by and between DaVita HealthCare Partners Inc. and Michael Staffieri.*✓
10.22	Consulting Agreement, effective June 15, 2017, by and between DaVita Inc. and Roger J. Valine.(3)*
10.23	Form of Indemnity Agreement.(12)*
10.24	Form of Indemnity Agreement.(7)*
10.25	DaVita Deferred Compensation Plan.(9)*
10.26	DaVita Voluntary Deferral Plan.(5)*
10.27	Deferred Bonus Plan (Prosperity Plan).(16)*
10.28	Amendment No. 1 to Deferred Bonus Plan (Prosperity Plan).(17)*
10.29	Amended and Restated Employee Stock Purchase Plan.(31)*
10.30	DaVita Inc. Severance Plan for Directors and Above.(4)*
10.31	DaVita Inc. Non-Employee Director Compensation Policy. (18)*
10.32	Amended and Restated DaVita Inc. 2011 Incentive Award Plan.(11)*
10.33	Amendment No. 1 to the Amended and Restated DaVita Inc. 2011 Incentive Award Plan.(32)*
10.34	DaVita Inc. Rule of 65 Policy, adopted on August 19, 2018.(28)*
10.35	Form of Stock Appreciation Rights Agreement-Board members (DaVita Inc. 2011 Incentive Award Plan).(26)*
10.36	Form of 2014 Long Term Incentive Program Stock Appreciation Rights Agreement under the DaVita Inc. 2011 Incentive Award Plan and Long-Term Incentive Program.(10)*
10.37	Form of 2014 Long Term Incentive Program Restricted Stock Units Agreement under the DaVita Inc. 2011 Incentive Award Plan and Long-Term Incentive Program.(10)*
10.38	Form of Stock Appreciation Rights Agreement-Board members (DaVita Inc. 2011 Incentive Award Plan).(21)*
10.39	Form of Stock Appreciation Rights Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(20)*
10.40	Form of Restricted Stock Units Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(21)*
10.41	Form of Long-Term Incentive Program Award Agreement (For 162(m) designated teammates) (DaVita Inc. 2011 Incentive Award Plan).(20)*
10.42	Form of Long-Term Incentive Program Award Agreement (DaVita Inc. 2011 Incentive Award Plan).(20)*
10.43	Form of Restricted Stock Units Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(30)*
10.44	Form of Performance Stock Units Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(30)*

10.45	Form of Stock Appreciation Rights Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(30)*
10.46	Form of Restricted Stock Units Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(30)*
10.47	Form of Performance Stock Units Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(30)*
10.48	Form of Stock Appreciation Rights Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(30)*
21.1	List of our subsidiaries.✓
23.1	Consent of KPMG LLP, independent registered public accounting firm.✓
24.1	Powers of Attorney with respect to DaVita. (Included on Page S-1).
31.1	Certification of the Chief Executive Officer, dated February 21, 2020, pursuant to Rule 13a-14(a) or 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.✓
31.2	Certification of the Chief Financial Officer, dated February 21, 2020, pursuant to Rule 13a-14(a) or 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.✓
32.1	Certification of the Chief Executive Officer, dated February 21, 2020, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.✓
32.2	Certification of the Chief Financial Officer, dated February 21, 2020, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.✓
101.INS	XBRL Instance Document - the Instance Document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.✓
101.SCH	Inline XBRL Taxonomy Extension Schema Document.✓
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.✓
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.✓
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.✓
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.✓
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).✓

✓ Included in this filing.

* Management contract or executive compensation plan or arrangement.

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

(1) Filed on November 2, 2016 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2016.

(2) Filed on December 6, 2017 as an exhibit to the Company's Current Report on Form 8-K.

(3) Filed on November 7, 2017 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2017.

(4) Filed on February 22, 2019 as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2018.

(5) Filed on November 8, 2005 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2005.
(6) Filed on May 2, 2017 as an exhibit to the Company's Quarterly Report on 10-Q for the quarter ended March 31, 2017.
(7) Filed on March 3, 2005 as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2004.
(8) Filed on August 7, 2006 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ending June 30, 2006.
(9) Filed on February 24, 2017 as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2016.
(10) Filed on November 6, 2014 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2014.
(11) Filed on April 28, 2014 as Appendix A to the Company's Definitive Proxy Statement on Schedule 14A.
(12) Filed on December 20, 2006 as an exhibit to the Company's Current Report on Form 8-K.
(13) Filed on December 17, 2018 as an exhibit to the Company's Current Report on Form 8-K.
(14) Filed on July 31, 2008 as an exhibit to the Company's Current Report on Form 8-K.
(15) Filed on April 29, 2019 as an exhibit to the Company's Current Report on Form 8-K.
(16) Filed on February 29, 2008 as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2007.
(17) Filed on February 27, 2009 as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2008.
(18) Filed on May 7, 2019 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2019.
(19) Filed on April 17, 2015 as an exhibit to the Company's Current Report on Form 8-K.
(20) Filed on March 1, 2013 as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2012.
(21) Filed on August 4, 2011 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2011.
(22) Filed on July 9, 2012 as an exhibit to the Company's Current Report on Form 8-K.
(23) Filed on June 16, 2014 as an exhibit to the Company's Current Report on Form 8-K.
(24) Filed on October 23, 2014 as an exhibit to the Company's Current Report on Form 8-K.
(25) Filed on May 21, 2012 as an exhibit to the Company's Current Report on Form 8-K.
(26) Filed on August 1, 2018 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2018.
(27) Filed on September 24, 2018 as an exhibit to the Company's Current Report on Form 8-K.
(28) Filed on August 23, 2018 as an exhibit to the Company's Current Report on Form 8-K.
(29) Filed on August 14, 2019 as an exhibit to the Company's Current Report on Form 8-K.
(30) Filed on July 22, 2019 as an exhibit to the Company's Tender Offer Statement on Schedule TO-I.
(31) Filed on May 10, 2016 as an appendix to the Company's Proxy Statement on DEF 14A.
(32) Filed on December 6, 2019 as an appendix to the Company's Proxy Statement on DEF 14A.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, we have duly caused this Annual Report on Form 10-K to be signed on our behalf by the undersigned, thereunto duly authorized, in the City of Denver, State of Colorado, on February 21, 2020.

DAVITA INC.

By: /S/ JAVIER J. RODRIGUEZ

Javier J. Rodriguez
Chief Executive Officer

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

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

Signature	Title	Date
/S/ JAVIER J. RODRIGUEZ Javier J. Rodriguez	Chief Executive Officer (Principal Executive Officer)	February 21, 2020
/S/ JOEL ACKERMAN Joel Ackerman	Chief Financial Officer and Treasurer (Principal Financial Officer)	February 21, 2020
/S/ JAMES K. HILGER James K. Hilger	Chief Accounting Officer (Principal Accounting Officer)	February 21, 2020
/S/ KENT J. THIRY Kent J. Thiry	Executive Chairman and Director	February 21, 2020
/S/ PAMELA M. ARWAY Pamela M. Arway	Director	February 21, 2020
/S/ CHARLES G. BERG Charles G. Berg	Director	February 21, 2020
/S/ BARBARA J. DESOER Barbara J. Desoer	Director	February 21, 2020
/S/ PASCAL DESROCHES Pascal Desroches	Director	February 21, 2020
/S/ PAUL J. DIAZ Paul J. Diaz	Director	February 21, 2020
/S/ PETER T. GRAUER Peter T. Grauer	Director	February 21, 2020
/S/ JOHN M. NEHRA John M. Nehra	Director	February 21, 2020
/S/ WILLIAM L. ROPER William L. Roper	Director	February 21, 2020
/S/ PHYLLIS R. YALE Phyllis R. Yale	Director	February 21, 2020

DAVITA INC.
SCHEDULE II—VALUATION AND QUALIFYING ACCOUNTS

Description	Balance at beginning of year	Acquisitions	Amounts charged to income	Amounts written off	Balance at end of year
			(in thousands)		
Allowance for uncollectible accounts:					
Year ended December 31, 2019	$ 52,924	$ —	$ 21,715	$ 66,311	$ 8,328
Year ended December 31, 2018	$ 218,399	$ —	$ 42,287	$ 207,762	$ 52,924
Year ended December 31, 2017	$ 238,897	$ —	$ 478,365	$ 498,863	$ 218,399

Exhibit 4.5

DESCRIPTION OF THE REGISTRANT'S SECURITIES REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934

DaVita Inc. (the "Company," "we" or "our") has one class of securities registered under Section 12 of the Securities Exchange Act of 1934: our common stock. The following summary of the material terms of our capital stock is based upon, and qualified by reference to, our Restated Certificate of Incorporation (the "Certificate of Incorporation") and our Amended and Restated Bylaws (the "Bylaws"), each of which is included as an exhibit to our Annual Report on Form 10-K, as well as applicable provisions of the Delaware General Corporation Law ("DGCL").

Capitalization

Our authorized capital stock consists of 450,000,000 shares of common stock, par value $0.001 per share, and 5,000,000 shares of preferred stock, par value $0.001 per share.

Common stock

Subject to the preferences applicable to shares of preferred stock outstanding at any time, holders of our common stock are entitled to share equally in dividends, whether payable in cash, in property or in securities of the Company, when and if declared by our board of directors (the "Board"). Holders of our common stock are also entitled, in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company, to receive a pro rata distribution of any remaining assets after payment or provision of liabilities and preferred stock preferences, if any.

Holders of our common stock are entitled to one vote for per share on all matters to be voted on by the stockholders of the Company. Except as may otherwise be required by law or regulation, all elections and questions presented to our stockholders at a meeting at which a quorum is present, other than the election of directors, shall be decided by the affirmative vote of the holders of a majority in voting power of the shares of capital stock of the Company which are present in person or by proxy and entitled to vote thereon. A director shall be elected by the vote of the majority of the votes cast with respect to the director at any meeting for the election of directors at which a quorum is present by the holders of shares present in person or represented by proxy and entitled to vote thereon, except with respect to contested director elections, which requires a plurality of the shares represented in person or by proxy at such meeting and entitled to vote thereon.

Holders of our common stock do not have cumulative voting rights in the election of directors and have no preemptive, subscription, redemption, sinking fund or conversion rights. The rights, preferences and privileges of holders of our common stock are subject to, and may be adversely affected by, the rights of the holders of shares of any series of preferred stock which we may designate and issue in the future.

Our common stock is listed on the New York Stock Exchange under the symbol "DVA."

Preferred stock

Our Certificate of Incorporation authorizes our Board, subject to any limitations prescribed by law, without further action by our stockholders, to establish one or more series of preferred stock and to determine, with respect to any series of preferred stock, the rights, preferences, privileges and restrictions granted or imposed upon such series. These rights, preferences and privileges could include dividend rights, conversion rights, voting rights, terms of redemption and liquidation preferences. Any issuance of our preferred stock could adversely affect the voting power of holders of our common stock and the likelihood that such holders would receive dividend payments and payments upon liquidation. In addition, the issuance of preferred stock could have the effect of delaying, deferring or preventing a change of control or other corporate action.

Anti-Takeover Effects of Certain Provisions

Certain provisions of the DGCL, our Certificate of Incorporation and our Bylaws summarized in the paragraph above and in the following paragraphs may have an anti-takeover effect and could make the following transactions more difficult: acquisition of the Company by means of a tender offer; acquisition of the Company by means of a proxy contest or otherwise; or removal of the Company's incumbent officers and directors. It is possible that these provisions could make it more difficult to accomplish or could deter transactions that stockholders may otherwise consider to be in their best interest or in the best interests of the Company, including transactions that might result in a premium over the market price for shares of our common stock.

No Stockholder Action by Written Consent

Our Certificate of Incorporation provides that stockholder actions may not be taken without a meeting and may not be taken by written consent in lieu of a meeting.

Requirements for Advance Notification of Stockholder Nominations and Proposals

Under our Bylaws, to be properly brought before an annual meeting of stockholders, any stockholder proposal or nomination for election to the Board must be delivered to the Company's Secretary not later than the close of business on the 90th day nor earlier than the close of business on the 120th day prior to the first anniversary of the preceding year's annual meeting; provided, however, that in the event that the date of the annual meeting is more than 30 days before or more than 70 days after such anniversary date, notice by a stockholder must be delivered not earlier than the close of business on the 120th day prior to the annual meeting of stockholders and not later than the close of business on the later of the 90th day prior to such annual meeting or the 10th day following the day on which public announcement of the date of such meeting is first made by the Company. Such notice must contain information specified in our Bylaws, including the director nominee or proposal of other business, information about the stockholder making the nomination or proposal and the beneficial owner, if any, on behalf of whom the nomination or proposal is made. In addition, stockholder nominations for election to the Board may be included in the Company's proxy materials pursuant to certain proxy access provisions in our Bylaws, subject to compliance with the procedures set forth in our Bylaws.

Delaware anti-takeover law

We are subject to Section 203 of the DGCL. Section 203 generally prohibits a public Delaware corporation from engaging in a "business combination" with an "interested stockholder" for a period of three years following the date on which the stockholder became an interested stockholder, unless:

- prior to the date of the business combination, the board of directors of the corporation approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder;
- upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding (but not the outstanding voting stock owned by the interested stockholder) (a) shares owned by persons who are directors and also officers and (b) shares owned by employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or
- on or subsequent to the date of the business combination, the business combination is approved by the board of directors and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least 66 2/3% of the outstanding voting stock which is not owned by the interested stockholder.

The term "business combination" is defined generally to include: (i) mergers or consolidations between the corporation and an interested stockholder; (ii) any sale, transfer, pledge or other disposition involving the interested stockholder of 10% or more of the assets of the corporation; (iii) any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder; (iv) any transaction involving the corporation or any direct or indirect majority-owned subsidiary of the corporation that has the effect, directly or indirectly, of increasing the proportionate share of the stock of any class or series of the corporation or any such subsidiary beneficially owned by the interested stockholder; and (v) any receipt by the interested stockholder of the benefit of any loans, advances, guarantees, pledges or other financial benefits provided by or through the corporation.

The term "interested stockholder" is defined generally as any person who is the owner of 15% or more of the corporation's outstanding voting stock or any person who is an affiliate or associate of the corporation and was the owner of 15% or more of the corporation's outstanding voting stock at any time within the three-year period immediately prior to the date on which it is sought to be determined whether such person is an interested stockholder, and the affiliates and associates of such person.

EXHIBIT 10.3

FIRST AMENDMENT dated as of February 13, 2020 (this "Amendment"), to the Credit Agreement (as defined below) among DaVita Inc., as Borrower (the "Borrower"), the other Loan Parties party hereto, the Lenders party hereto and Wells Fargo Bank, National Association, as Administrative Agent.

RECITALS

A. The Borrower, the Lenders party thereto from time to time, the other parties thereto and Wells Fargo Bank, National Association, as Administrative Agent (the "Administrative Agent"), Collateral Agent and Swingline Lender, are party to that certain Credit Agreement dated as of August 12, 2019 (as may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. Section 11.1 of the Credit Agreement permits amendment of the Credit Agreement with the consent of the Administrative Agent, the Borrower and the Lenders providing the relevant Replacement Term Loan tranche to permit the refinancing of all outstanding Term Loans of any Class with a Replacement Term Loan tranche thereunder.

C. On the First Amendment Effective Date (as defined below), the Borrower intends to (i) incur additional Tranche B Term Loans pursuant to Section 11.1 of the Credit Agreement in an aggregate principal amount of up to $2,743,125,000.00 (the "Tranche B-1 Term Facility" and the Term Loans thereunder, the "Tranche B-1 Term Loans") and (ii) use the proceeds of the Tranche B-1 Term Loans to repay all Tranche B Term Loans (including all Tranche B Term Loans held by Existing Term Lenders (as defined below) that elect the "Post-Closing Settlement Option" on their signature page hereto (each such Lender, a "Post-Closing Option Lender")) that are not exchanged for Tranche B-1 Term Loans outstanding immediately prior to the First Amendment Effective Date (such Tranche B Term Loans to be repaid, the "Original Tranche B Term Loans") and accrued interest thereon and to pay fees and expenses incurred in connection with the foregoing.

D. Subject to the terms and conditions set forth herein, each Person party hereto who has delivered a signature page as a Lender agreeing to provide Tranche B-1 Term Loans (each such Person who is a Term Lender holding Original Tranche B Term Loans immediately prior to the effectiveness of this Amendment and has elected the "Cashless Settlement Option" on their signature page hereto, a "Continuing Tranche B-1 Term Lender"; each such Person who is not a Continuing Tranche B-1 Term Lender or Post-Closing Option Lender, an " Additional Tranche B-1 Term Lender"; and each Continuing Tranche B-1 Term Lender, Additional Tranche B-1 Term Lender and Post-Closing Option Lender a " Tranche B-1 Term Lender") has agreed to provide a commitment (the "Tranche B-1 Term Commitment") in the amount set forth on its signature page hereto (or to convert all (or such lesser principal amount of its Original Tranche B Term Loans as the First Amendment Arrangers may allocate to such Continuing Tranche B-1 Term Lender) of its Original Tranche B Term Loans into Tranche B-1 Term Loans (such converted Tranche B-1 Term Loans, the "Converted Tranche B-1 Term Loans" and any such conversion of Original Tranche B Term Loans into Tranche B-1 Term Loans being referred to herein as a "Conversion")). Any Lender holding Original Tranche B Term Loans immediately prior to the effectiveness of this Amendment that is not a Tranche B-1 Term Lender is referred to herein as an "Exiting Term Lender".

E. In order to effect the foregoing, the Borrower and the other parties hereto desire to amend the Credit Agreement, subject to the terms and conditions set forth herein.

F. Wells Fargo Securities, LLC, Credit Agricole Corporate and Investment Bank, JPMorgan Chase Bank, N.A, MUFG Bank, Ltd., Bank of America, N.A., Barclays Bank PLC, Credit Suisse Loan Funding LLC, Goldman Sachs Bank USA, Morgan Stanley Senior Funding, Inc. and SunTrust Robinson Humphrey, Inc. will act as the joint lead arrangers and joint bookrunners with respect to this Amendment (the " First Amendment Arrangers"). The Bank of Nova Scotia and Sumitomo Mitsui Banking Corporation will act as co-managers and senior managing agents with respect to this Amendment.

AGREEMENTS

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower, the Tranche B-1 Term Lenders and the Administrative Agent hereby agree as follows:

ARTICLE I.

Amendment

SECTION 1.01. Defined Terms. Capitalized terms used herein (including in the recitals hereto) and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement. The rules of construction specified in Section 1.3 of the Credit Agreement also apply to this Amendment.

SECTION 1.02. Tranche B-1 Term Commitments. (a) Subject to the terms and conditions set forth herein, on the First Amendment Effective Date, each Additional Tranche B-1 Term Lender agrees to fund a Tranche B-1 Term Loan in a principal amount not exceeding such Additional Tranche B-1 Term Lender's Tranche B-1 Term Commitment set forth on its signature page hereto.

(a) Subject to the terms and conditions set forth herein, on the First Amendment Effective Date, each Continuing Tranche B-1 Term Lender agrees to convert all (or such lesser principal amount of its Original Tranche B Term Loans as the First Amendment Arrangers may allocate to such Continuing Tranche B-1 Term Lender) of its Original Tranche B Term Loans into Converted Tranche B-1 Term Loans. Without limiting the generality of the foregoing, each Continuing Tranche B-1 Term Lender shall have a commitment to acquire by Conversion Converted Tranche B-1 Term Loans in the amounts of Original Tranche B Term Loans held by such Continuing Tranche B-1 Term Lender immediately prior to the First Amendment Effective Date (or such lesser principal amount of its Original Tranche B Term Loans as the First Amendment Arrangers may allocate to such Continuing Tranche B-1 Term Lender). Each party hereto acknowledges and agrees that notwithstanding any such Conversion, each such Continuing Tranche B-1 Term Lender shall be entitled to receive payment on the First Amendment Effective Date of the unpaid fees and interest accrued to such date with respect to all of its Original Tranche B Term Loans.

(b) Each Lender, by delivering its signature page to this Amendment and funding, or converting its Original Tranche B Term Loans into, Tranche B-1 Term Loans on the First Amendment Effective Date shall be deemed to have acknowledged receipt of, and consented to and approved, each Loan Document and each other document required to be delivered to, or to be approved by or satisfactory to, the Administrative Agent or any Class of Lenders on the First Amendment Effective Date. The commitments of the Tranche B-1 Term Lenders are several, and no Tranche B-1 Term Lender shall be responsible for any other Tranche B-1 Term Lender's failure to make Tranche B-1 Term Loans.

(c) Subject to the terms and conditions set forth herein, effective as of the First Amendment Effective Date, for all purposes of the Loan Documents, (i) the Tranche B-1 Term Commitments shall constitute "Commitments", (ii) the Tranche B-1 Term Loans shall constitute "Term Loans" and (iii) each Tranche B-1 Term Lender shall become a "Term Lender" and a "Lender" (if such Tranche B-1 Term Lender is not already a Term Lender or Lender prior to the effectiveness of this Amendment) and shall have all the rights and obligations of a Lender holding a Tranche B-1 Term Commitment (or, following the making of a Tranche B-1 Term Loan, a Tranche B-1 Loan).

(d) The Original Tranche B Term Loans of each Exiting Term Lender shall, immediately upon the effectiveness of this Amendment, be repaid in full (together with any unpaid fees and interest accrued thereon (other than funding losses payable to any Exiting Term Lenders pursuant to Section 2.20 of the Credit Agreement waived pursuant to clause (f) below)) with the proceeds of the Tranche B-1 Term Loans and other funds available to the Borrower. The Borrower shall, on the First Amendment Effective Date, pay to the Administrative Agent, for the accounts of the Persons that are Term Lenders immediately prior to the First Amendment Effective Date, all interest, fees and other amounts accrued to the First Amendment Effective Date with respect to the Original Tranche B Term Loans, whether or not such Original Tranche B Term Loans are converted pursuant to Section 1.02(b) of this Amendment (subject to clause (f) below).

(e) Each Lender party hereto (including each Continuing Tranche B-1 Term Lender) waives (i) any right to compensation for losses, expenses or liabilities incurred by such Lender to which it may otherwise have been entitled pursuant to Section 2.20 of the Credit Agreement in respect of the transactions contemplated hereby, (ii) solely in respect of the prepayment of Original Tranche B Term Loans and the making of (or conversion into) Tranche B-1 Term Loans, as contemplated hereby, compliance with the requirements set forth in Section 2.10 of the Credit Agreement that the Borrower give prior notice of a voluntary prepayment of Loans and (iii) compliance with the requirements set forth in Section 5.2 of the Credit Agreement that the Borrower deliver a Borrowing Request within the time periods specified therein.

(f) The Borrower and the Administrative Agent acknowledge and agree that the borrowing of the Tranche B-1 Term Loans pursuant to this Amendment will constitute a borrowing of Eurodollar Loans with an initial Interest Period beginning on the First Amendment Effective Date and ending on February 28, 2020.

SECTION 1.03. Amendment of Credit Agreement. Effective as of the First Amendment Effective Date, the Credit Agreement is hereby amended as follows:

(i) The following definitions are hereby added in the appropriate alphabetical order to Section 1.1(or, to the extent applicable, are hereby amended and restated in their entirety):

"Conversion" has the meaning assigned thereto in the First Amendment.

"Converted Tranche B-1 Term Loans" has the meaning assigned thereto in the First Amendment.

"First Amendment" means the First Amendment to this Agreement dated as of February 13, 2020, among the Borrower, the other Loan Parties thereto, the Tranche B-1 Term Lenders party thereto and the Administrative Agent.

"First Amendment Effective Date" has the meaning assigned thereto in the First Amendment.

"Original Tranche B Term Loans" has the meaning assigned thereto in the First Amendment.

"Tranche B-1 Term Commitment" shall mean, with respect to each Term Lender, its obligation to make a Tranche B-1 Term Loan to the Borrower pursuant to the First Amendment (including pursuant to a Conversion of Original Tranche B Term Loans of such Term Lender) in an aggregate amount not to exceed the amount set forth on such Lender's signature page to the First Amendment under the caption "Tranche B-1 Term Commitment" or in the Assignment and Assumption pursuant to which such Term Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. On the First Amendment Effective Date the initial aggregate amount of the Tranche B-1 Term Commitments is $2,743,125,000.00.

"Tranche B-1 Term Facility" has the meaning assigned thereto in the First Amendment.

"Tranche B-1 Term Lender" has the meaning assigned thereto in the First Amendment.

"Tranche B-1 Term Loan" shall mean a Tranche B-1 Term Loan constituting a Replacement Term Loan made pursuant to, and as defined in, the First Amendment.

"Tranche B-1 Term Loan Maturity Date" shall mean August 12, 2026.

"Tranche B-1 Term Percentage" shall mean, as to any Tranche B-1 Term Lender at any time, the percentage which such Lender's Tranche B-1 Term Commitment then constitutes of the aggregate Tranche B-1 Term Commitments (or, at any time after the First Amendment Effective Date, the percentage which the aggregate principal amount of such Lender's Tranche B-1 Term Loans then outstanding constitutes of the aggregate principal amount of the Tranche B-1 Term Loans then outstanding).

(ii) The table set forth in the definition of "Applicable Margin" set forth in Section 1.1 of the Credit Agreement is hereby amended by deleting the last line of such table and replacing it as follows:

	ABR Loans	Eurodollar Loans
Tranche B-1 Term Loans	0.75%	1.75%

(iii) The definition of "Loan Documents" set forth in Section 1.1 of the Credit Agreement is hereby amended by (A) replacing the "and" appearing therein with "," and (B) adding the text "and including the First Amendment" at the end of such definition.

(iv) Each existing definition for "Tranche B Term Commitment", "Tranche B Term Facility", "Tranche B Term Lender", "Tranche B Term Loan", "Tranche B Term Loan Maturity Date" and "Tranche B Term Percentage" is hereby deleted in its entirety and all references to "Tranche B Term Commitment", "Tranche B Term Facility", "Tranche B Term Lender", "Tranche B Term Loan", "Tranche B Term Loan Maturity Date" and "Tranche B Term Percentage" in the Credit Agreement and the Loan Documents shall be deemed to be references to "Tranche B-1 Term Commitment", "Tranche B-1 Term Facility", Tranche B-1 Term Lender", "Tranche B-1 Term Loan", "Tranche B-1 Term Loan Maturity Date" and "Tranche B-1 Term Percentage", respectively (other than any such references contained in (i) the introductory paragraphs to the Credit Agreement, (ii) the First Amendment and (iii) Sections 2.1, 2.2 and 2.8(e) of the Credit Agreement).

(v) Clause (b) of Section 2.3 of the Credit Agreement is hereby amended and restated in its entirety as follows:

"The Tranche B-1 Term Loan of each Tranche B-1 Term Lender shall mature (i) in quarterly installments on the last day of each March, June, September and December (commencing on March 31, 2020), each in an amount equal to such Lender's Tranche B-1 Term Percentage multiplied by 0.25% of the aggregate principal amount of the Tranche B-1 Term Loans outstanding on the First Amendment Effective Date immediately after funding the Tranche B-1 Term Facility, until the Tranche B-1 Term Loan Maturity Date and (ii) on the Tranche B-1 Term Loan Maturity Date in an amount equal to all remaining outstanding Tranche B-1 Term Loans of such Tranche B-1 Term Lender."

(vi) The following is added as a new Section 2.11(i):

"In the event that, on or prior to the date that is six months after the First Amendment Effective Date, the Borrower (x) prepays, refinances, substitutes or replaces any Tranche B-1 Term Loan pursuant to a Repricing Transaction (including, for avoidance of doubt, any prepayment made pursuant to Section 2.11(a) that constitutes a Repricing Transaction), or (y) effects any amendment of this Agreement resulting in a Repricing Transaction, the Borrower shall pay to the Administrative Agent, for the ratable account of each of the applicable Tranche B-1 Term Lenders, (I) in the case of clause (x), a prepayment premium of 1.00% of the aggregate principal amount of the Tranche B-1 Term Loan so prepaid, refinanced, substituted or replaced and (II) in the case of clause (y), a fee equal to 1.00% of the aggregate principal amount of the applicable Tranche B-1 Term Loan outstanding immediately prior to such amendment. Such amounts shall be due and payable on the date of effectiveness of such Repricing Transaction."

SECTION 1.04. Amendment Effectiveness. The effectiveness of this Amendment and the obligations of each Additional Tranche B-1 Term Lender to fund a Tranche B-1 Term Loan are subject to the satisfaction of the following conditions precedent (the first date of such satisfaction, the "First Amendment Effective Date"):

(a) The Administrative Agent (or its counsel) shall have received from (i) the Borrower and each other Loan Party, (ii) each Tranche B-1 Term Lender and (iii) the Administrative Agent, either (x) counterparts of this Amendment signed on behalf of such parties or (y) written evidence satisfactory to the Administrative Agent (which may include facsimile or other electronic transmissions of signed signature pages) that such parties have signed counterparts of this Amendment.

(b) The Borrower shall have obtained Tranche B-1 Term Commitments in an aggregate amount equal to $2,743,125,000.00. The Borrower shall have paid in full, or substantially concurrently with the satisfaction of the other conditions precedent set forth in this Section 1.04 shall pay in full (i) all of the Original Tranche B Term Loans (after giving effect to any Conversion thereof), (ii) all accrued and unpaid fees and interest with respect to the Original Tranche B Term Loans (including any such Original Tranche B Term Loans that will be converted to Tranche B-1 Term Loans on the First Amendment Effective Date) and (iii) to the extent invoiced, any amounts payable to the Persons that are Exiting Term Lenders immediately prior to the First Amendment Effective Date pursuant to Section 2.20 of the Credit Agreement, such payments to be made with the cash proceeds of the Tranche B-1 Term Loans to be made on the First Amendment Effective Date and other funds available to the Borrower.

(c) Immediately before and after giving effect to the borrowing of the Tranche B-1 Term Loans and the repayment in full of the Original Tranche B Term Loans, the conditions set forth in paragraphs (b) and (c) of Section 5.2 of the Credit Agreement shall be satisfied on and as of the First Amendment Effective Date, and the Tranche B-1 Term Lenders shall have received a certificate of a Responsible Officer of the Borrower dated the First Amendment Effective Date to such effect.

(d) The Administrative Agent shall have received:

(i) a certificate of the secretary or assistant secretary of each Loan Party dated the First Amendment Effective Date, certifying (A) that either (x) a true and complete copy of each Constitutive Document of such Loan Party was attached to the secretary's certificate dated August 12, 2019 thereto and such Constitutive Documents have not been altered since delivery of such Constitutive Documents on such date or (y) attaching a true and complete copy of each Constitutive Document of such Loan Party and certifying such Constitutive

Documents are in full force and effect on the First Amendment Effective Date, (B) that attached thereto is a true and complete copy of resolutions duly adopted by the Board of Directors of such Loan Party authorizing the execution, delivery and performance of the Amendment and, in the case of the Borrower, the borrowings hereunder, and that such resolutions have not been further modified, rescinded or amended and are in full force and effect and (C) as to the incumbency and specimen signature of each officer executing the Amendment or any other document delivered in connection herewith on behalf of such Loan Party (together with a certificate of another officer as to the incumbency and specimen signature of the secretary or assistant secretary executing the certificate in this clause (1)), including by reference to the incumbency certificate previously delivered in connection with the secretary's certificate dated August 12, 2019; and

(ii) a certificate as to the good standing of each Loan Party, to the extent requested by the Administrative Agent, as of a recent date, from such Secretary of State (or other applicable Governmental Authority).

(e) The Administrative Agent shall have received a Borrowing Request in a form reasonably acceptable to the Administrative Agent requesting that the Additional Tranche B-1 Term Lenders make the Tranche B-1 Term Loans to the Borrower on the First Amendment Effective Date.

(f) The Administrative Agent and the Lenders shall have received, sufficiently in advance of the First Amendment Effective Date, all documentation and other information required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation, the Patriot Act, and including, without limitation, the information described in Section 11.17 of the Credit Agreement. At least three days prior to the First Amendment Effective Date, if the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation and the Administrative Agent has provided the Borrower the name of each requesting Lender and its electronic delivery requirements at least 10 Business Days prior to the First Amendment Effective Date, the Administrative Agent and each such Lender requesting a Beneficial Ownership Certification (which request shall be made through the Administrative Agent) shall have received such Beneficial Ownership Certification.

(g) The Administrative Agent and the First Amendment Arrangers shall have received, in immediately available funds, on or prior to the First Amendment Effective Date (i) all fees required to be paid to them by the Borrower as mutually agreed prior to the First Amendment Effective Date and (ii) payment or reimbursement of all costs, fees, out-of-pocket expenses, compensation and other amounts then due and payable in connection with this Amendment, including, to the extent invoiced at least one Business Day prior to the First Amendment Effective Date, the reasonable fees, charges and disbursements of counsel for the Administrative Agent.

The Administrative Agent shall notify the Borrower, the Tranche B-1 Term Lenders and the other Lenders of the First Amendment Effective Date and such notice shall be conclusive and binding.

ARTICLE II.

Miscellaneous

SECTION 2.01. Representations and Warranties. (a) To induce the other parties hereto to enter into this Amendment, each Loan Party represents and warrants to each of the Lenders, including the Tranche B-1 Term Lenders, and the Administrative Agent that, as of the First Amendment Effective Date and after giving effect to the transactions and amendments to occur on the First Amendment Effective Date, this Amendment has been duly authorized, executed and delivered by each Loan Party and constitutes, and the Credit Agreement, as amended hereby on the First Amendment Effective Date will constitute, its legal, valid and binding obligation, enforceable against each of the Loan Parties in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(a) The representations and warranties of each Loan Party set forth in the Loan Documents are, after giving effect to this Amendment on such date, true and correct in all material respects (except that any representation and warranty that is qualified as to "materiality" or "Material Adverse Effect" shall be true and correct in all respects) on and as of the First Amendment Effective Date with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties were true and correct in all material respects as of such earlier date).

(b) After giving effect to this Amendment and the transactions contemplated hereby on the First Amendment Effective Date, no Default or Event of Default has occurred and is continuing on the First Amendment Effective Date.

(c) As of the First Amendment Effective Date and after giving effect to the incurrence of all indebtedness and obligations being incurred on the First Amendment Effective Date in connection herewith, each Loan Party is, individually and together with its Subsidiaries, Solvent.

SECTION 2.02. Effect of Amendment. (a) This Amendment shall not constitute a novation of the Credit Agreement or any of the other Loan Documents. Except as expressly set forth herein, this Amendment (i) shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of, the Lenders, the Issuing Lender or the Agents under the Credit Agreement or any other Loan Document, and (ii) shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document. Except as expressly set forth herein, each and every term, condition, obligation, covenant and agreement contained in the Credit Agreement or any other Loan Document is hereby ratified and re-affirmed in all respects and shall continue in full force and effect. Each Loan Party hereby expressly acknowledges the terms of this Amendment and (except as expressly set forth herein) reaffirms, as of the date hereof, (i) the covenants and agreements contained in each Loan Document to which such Loan Party is a party, including, in each case, such covenants and agreements as in effect immediately after giving effect to this Amendment and the transactions contemplated hereby and (ii) such Loan Party's guarantee of the Obligations under the Guarantee in Section 10.1 of the Credit Agreement, as applicable, and such Loan Party's grant of Liens on the Collateral to secure the Obligations pursuant to the Security Documents. Each Loan Party hereby consents to this Amendment and confirms that all obligations of the Loan Parties under the Loan Documents to which the Loan Parties are a party shall continue to apply to the Credit Agreement, including on and after the First Amendment Effective Date, as amended hereby. Nothing herein shall be deemed to establish a precedent for purposes of interpreting the provisions of the Credit Agreement or entitle any Loan Party to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document in similar or different circumstances. This Amendment shall apply to and be effective only with respect to the provisions of the Credit Agreement and the other Loan Documents specifically referred to herein.

(b) On and after the First Amendment Effective Date each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import, and each reference to the Credit Agreement, "thereunder", "thereof", "therein" or words of like import in any other Loan Document, shall be deemed a reference to the Credit Agreement, as amended hereby on the First Amendment Effective Date. This Amendment shall constitute a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents.

SECTION 2.03. **Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT OTHERWISE WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF)**. The jurisdiction and waiver of right to trial by jury provisions in Section 11.12 of the Credit Agreement are incorporated herein by reference mutatis mutandis.

SECTION 2.04. Costs and Expenses. The Borrower agrees to reimburse the Administrative Agent for its reasonable out of pocket expenses in connection with this Amendment and the transactions contemplated hereby, including the reasonable fees, charges and disbursements of Cahill Gordon & Reindel LLP, counsel for the Administrative Agent and the First Amendment Arrangers.

SECTION 2.05. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of any executed counterpart of a signature page of this Amendment by facsimile transmission or other electronic imaging means shall be effective as delivery of a manually executed counterpart hereof.

SECTION 2.06. Headings. The headings of this Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their officers as of the date first above written.

DAVITA INC.

By: /s/ Chetan P. Mehta
Name: Chetan P. Mehta
Title: Group Vice President, Finance

GUARANTORS:

DIALYSIS HOLDINGS, INC.
DVA OF NEW YORK, INC.
DVA HEALTHCARE OF MASSACHUSETTS, INC.
DVA HEALTHCARE RENAL CARE, INC.
DVA RENAL HEALTHCARE, INC.
ISD I HOLDING COMPANY, INC.
ISD II HOLDING COMPANY, INC.
ISD RENAL, INC.
PHYSICIANS DIALYSIS ACQUISITIONS, INC.
RENAL LIFE LINK, INC.
RENAL TREATMENT CENTERS, INC.
RENAL TREATMENT CENTERS – CALIFORNIA, INC.
RENAL TREATMENT CENTERS – ILLINOIS, INC.
RENAL TREATMENT CENTERS – MID-ATLANTIC, INC.
RENAL TREATMENT CENTERS – NORTHEAST, INC.
RENAL TREATMENT CENTERS – WEST, INC.
TOTAL RENAL CARE, INC.
TOTAL RENAL LABORATORIES, INC.
TRC WEST, INC.

By: /s/ Chetan P. Mehta
Name: Chetan P. Mehta
Title: Group Vice President

RENAL TREATMENT CENTERS - SOUTHEAST, LP

By: Renal Treatment Centers, Inc., its general partner
By: /s/ Chetan P. Mehta
Name: Chetan P. Mehta
Title: Group Vice President

TOTAL RENAL CARE TEXAS LIMITED PARTNERSHIP

By: Total Renal Care, Inc., its general partner

By: /s/ Chetan P. Mehta

Name: Chetan P. Mehta

Title: Group Vice President

VILLAGEHEALTH DM, LLC

By: Total Renal Care, Inc., its managing member

By: /s/ Chetan P. Mehta

Name: Chetan P. Mehta

Title: Group Vice President

KNICKERBOCKER DIALYSIS, INC.
LIBERTY RC, INC.
DAVITA OF NEW YORK, INC.

By: /s/ Matt Henn

Name: Matt Henn

Title: President

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: /s/ Kirk Tesch

Name: Kirk Tesch

Title: Managing Director

Existing Tranche B Term Lenders

The undersigned Term Lender hereby irrevocably and unconditionally approves the Amendment and consents as follows:

Cashless Settlement Option

✔ to convert 100% of the outstanding principal amount of the Original Tranche B Term Loan held by such Lender (or such lesser amount allocated to such Lender by the First Amendment Arrangers) into a Tranche B-1 Term Loan in a like principal amount.

Post-Closing Settlement Option

☐ to have 100% of the outstanding principal amount of the Original Tranche B Term Loan held by such Lender prepaid on the First Amendment Effective Date and purchase by assignment a Tranche B-1 Term Loan in the principal amount committed to separately by the undersigned (or such lesser amount allocated to such Lender by the First Amendment Arrangers).

[LENDER NAME], As a Lender (type name of legal entity)

By: _____
Name: _____
Title: _____

If second signature is necessary:

By: _____
Name: _____
Title: _____

To approve the Amendment and to make Tranche B-1 Term Loans on the First Amendment Effective Date in the amount set forth below:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as an Additional Tranche B-1 Term Lender

By: /s/ Sara Barton
Name: Sara Barton
Title: Vice President

Amount of Tranche B-1 Term Commitment:

EXHIBIT 10.21

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is made effective as of April 29, 2015 (the "Effective Date"), by and between DaVita HealthCare Partners Inc. ("Parent") and one of its controlled affiliates ("Employer," and collectively with Parent, "DaVita") and Michael Staffieri ("Teammate").

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Employment and Duties. Teammate has served as Chief Operating Officer - Kidney Care ("COO-Kidney Care") since March 6, 2014, and Employee hereby continues to employ Teammate in such capacity. Teammate accepts such employment on the terms and conditions set forth in this Agreement. Teammate shall perform the duties of COOKidney Care or any additional or different duties or jobs as the Employer deems appropriate. Initially, Teammate shall work out of Denver, Colorado, although the location is subject to change to suit business needs. Teammate agrees to devote substantially all of his time, energy, and ability to the business of Employer on a full-time basis and shall not engage in any other business activities during the term of this Agreement, including but not limited to providing consulting services to any investment firm, such as a hedge fund, provided however, Teammate may pursue normal charitable activities so long as such activities do not require a substantial amount of time and do not interfere with his ability to perform his duties. Teammate agrees that he shall not serve on the board of directors of any not-for-profit or for-profit company without the express written approval of the Chief Executive Officer or the Board of Directors. Teammate shall at all times observe and abide by the Employer's policies and procedures as in effect from time to time.

Section 2. Compensation. In consideration of the services to be performed by Teammate hereunder, Teammate shall receive the following compensation and benefits:

2.1 Base Salary. Employer shall pay Teammate a base salary of $550,000 per annum, less standard withholdings and authorized deductions. Effective April 22, 2015, Teammate's base salary will increase to $600,000 per annum, less standard withholdings and authorized deductions. Teammate shall be paid consistent with Employer's payroll schedule. The base salary will be reviewed from time to time. Employer, in its sole discretion, may increase the base salary as a result of any such review. Employer may not reduce Teammate's base salary unless the Teammate authorizes it in writing or the Employer is reducing the base salary of other similarly-situated executives by a similar percentage.

Benefits. Teammate and/or his family, as the case may be, shall be eligible for participation in and shall receive all benefits under Employer's health and welfare benefit plans (including, without limitation, medical, prescription, dental, disability, and life insurance) under the same terms and conditions applicable to most executives at similar levels of compensation and responsibility.

2.2 Performance Bonus.

(a) Teammate shall be eligible to receive an annual bonus under the short-term incentive program approved by the Parent's Board of Directors and applicable to the company's executive officers exposed to the requirements of Section l62(m) of the Internal Revenue Code (the "Short-Term Incentive Program", or "STI Program"). Under the STI Program, the actual annual bonus amount payable to you for any one year (the "Bonus") is primarily contingent on the level of the Company's achievement on the performance metrics specified in the Short-Term Incentive Program for that year. For fiscal year 2014, the Bonus payable to you under the STI Program will be in an amount between zero and $1,100,000. For fiscal year 2015, the Bonus payable to you under the STI Program will be in an amount between zero and $1,200,000.

(b) For senior executives subject to the STI Program, the amounts of annual Bonuses earned are objectively and formulaicly driven, further subject to negative discretion (i.e., further downward adjustment) in the sole discretion of the Board of Directors or the Compensation Committee of the Board of Directors.

(c) Teammate must be employed by DaVita on the date any Bonus is paid to be eligible to receive such Bonus and, if Teammate is not employed by DaVita on the date any Bonus is paid for any reason whatsoever, Teammate shall not be entitled to receive such Bonus.

2.3 Vacation. Teammate shall have vacation, subject to the approval of his direct supervisor.

2.4 Management Share Ownership Policy. Teammate shall review and understand the terms of the Management Share Ownership Policy with respect to all equity based awards.

2.5 Return of Compensation or other Property Received in Connection with Director, Officer, Shareholder or Similar Position. All fees, compensation, other remuneration, dividends, distributions, or other property or financial benefit received by Teammate in connection with Teammate's position as a director, officer, member, shareholder, partner or any other similar position of any controlled or uncontrolled direct or indirect subsidiary or affiliate of Employer, or other contractual obligor to Employer or any of its subsidiaries or affiliates the obligations of which constitute revenue to Employer or any of its subsidiaries or affiliates and of which Teammate beneficially owns or has the right to acquire, directly or indirectly, 10% or more of the equity interests or has the power to vote 10% or more of the voting interests, shall belong to Employer and shall be immediately remitted to Employer. Notwithstanding the foregoing, this provision shall not apply to any amounts payable to, earned by, received by or otherwise due to Teammate as employment compensation from Employer or any of its subsidiaries or affiliates, or any dividends or other distributions received by Teammate in Teammate's capacity as a stockholder of Employer's ultimate parent company.

2.6 Indemnification. Employer agrees to indemnify Teammate against and in respect of any and all claims, actions, or demands, to the extent permitted by the Parent's By laws and applicable law.

2.7 Reimbursement. Employer also agrees to reimburse Teammate in accordance with Employer's reimbursement policies for travel and entertainment expenses, as well as other business-related expenses, incurred in the performance of his duties hereunder.

2.8 Changes to Benefit Plans. Employer reserves the right to modify, suspend, or discontinue any and all of its health and welfare benefit plans, practices, policies, and programs at any time without recourse by Teammate so long as such action is taken generally with respect to all other similarly-situated peer executives and does not single out Teammate.

2.9 Possible Recoupment of Certain Compensation. Notwithstanding any other provision in this Agreement to the contrary, Teammate shall be subject to the written policies of the Board of Directors applicable to executives of the Employer, including without limitation any Board policy relating to recoupment or “claw back” of compensation, as they exist from time to time during the Teammate's employment by the Employer and thereafter.

Section 3. Provisions Relating to Termination of Employment.

3.1 Employment Is At-Will. Teammate's employment with Employer is “at will” and is terminable by Employer or by Teammate at any time and for any reason or no reason, subject to the notice requirements set forth below.

3.2 Termination for Material Cause. Employer may terminate Teammate's employment without advanced notice for Material Cause (as defined below). Upon termination for Material Cause, Teammate shall (i) be entitled to receive the Base Salary and benefits as set forth in Section 2.1 and Section 2.2, respectively, through the effective date of such termination and (ii) not be entitled to receive any other compensation, benefits, or payments of any kind, except as otherwise required by law or by the terms of any benefit or retirement plan or other arrangement that would, by its terms, apply.

3.3 Other Termination. Employer may terminate the employment of Teammate for any reason or for no reason at any time upon at least thirty (30) days' advance written notice. If Employer terminates the employment of Teammate for reasons other than for death, Material Cause, or Disability, and contingent upon Teammate's execution of the Employer's standard Severance and General Release Agreement within twenty-eight days of the termination of Teammate's employment, Teammate shall be entitled to the benefits set forth in the DaVita HealthCare Partners Inc. Severance Plan, pursuant to the terms and conditions of that plan as they exist at the time of the termination of Teammate's employment. For purposes of this provision, a Teammate's employment has been terminated when Teammate is no longer providing services for Employer after a specific date or the level of bona fide services that Teammate would perform (as an Teammate or independent contractor) after a specific date would permanently decrease to no more than 20% of the average level of bona fide services performed over the immediately preceding thirty-six month period (or the full period of service if Teammate was employed for less than thirty-six months).

3.4. Voluntary Resignation. Teammate may resign from Employer at any time upon at least ninety (90) days' advance written notice. If Teammate resigns from Employer, Teammate shall (i) be entitled to receive the base salary and benefits as set forth in Section 2.1 and Section 2.2, respectively, through the effective date of such termination and (ii) not be entitled to receive any other compensation, benefits, or payments of any kind, except as otherwise required by law or by the terms of any benefit or retirement plan or other arrangement that would, by its terms, apply. In the event Teammate resigns from Employer at any time, Employer shall have the right to make such resignation effective as of any date before the expiration of the required notice period.

3.5 Good Cause Resignation. If Teammate resigns for Good Cause, as defined below, and contingent upon Employee's execution of the Employer's standard Severance and General Release Agreement within twenty-eight days of the termination of Teammate's employment, Teammate shall (i) be entitled to receive the base salary and benefits as set forth in Section 2.1 and Section 2.2, respectively, through the effective date of such resignation, (ii) shall continue to receive his salary for the twelve-month period following the termination of his employment (the “Resignation Severance Period”), subject to Employer's payroll practices and procedures, (iii) if Teammate's employment is terminated after April in a given year, receive a lump-sum payment equal to the Bonus paid in the year prior to the termination of Teammate's employment, pro-rated for the number of months served in the year Teammate's employment is terminated, to be paid on or around the time Employer normally pays performance bonuses to other senior executives so long as he has complied with the terms of the Noncompetition, Nonsolicitation, and Confidentiality Agreement, which Teammate is executing at the same time as this Agreement, and (iv) not be entitled to receive any other compensation, benefits, or payments of any kind, except as otherwise required by law or by the terms of any benefit or retirement plan or other arrangement that would, by its terms, apply. If Teammate resigns within sixty (60) days following a Good Cause Event after a Change of Control (as those terms are defined below), Teammate shall receive the severance benefits set forth above except that the Resignation Severance Period shall increase from twelve months to two years. Any severance shall be subject to the terms and conditions of the DaVita HealthCare Partners Inc. Severance Plan. Any severance shall also be subject to the cooperation and compliance with other agreement provisions set forth in Sections 3.3, set forth above, and which are fully incorporated herein by reference.

3.6 Disability. Upon thirty (30) days' advance notice (which notice may be given before the completion of the periods described herein), Employer may terminate Teammate's employment for Disability (as defined below).

3.7 Definitions. For the purposes of this Agreement, the following terms shall have the meanings indicated:

(a) “Change of Control” shall mean (i) any transaction or series of transactions in which any person or group (within the meaning of Rule 13d-5 under the Exchange Act and Sections 13(d) and 14(d) of the Exchange Act) becomes the direct or indirect "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), by way of a stock issuance, tender offer, merger, consolidation, other business combination or otherwise, of greater than 50% of the total voting power (on a fully diluted basis as if all convertible securities had been converted and all warrants and options had been exercised) entitled to vote in the election of directors of Employer (including

any transaction in which Employer becomes a wholly-owned or majority-owned subsidiary of another corporation), (ii) any merger or consolidation or reorganization in which Employer does not survive, (iii) any merger or consolidation in which Employer survives, but the shares of Employer's Common Stock outstanding immediately prior to such merger or consolidation represent 40% or less of the voting power of Employer after such merger or consolidation, and (iv) any transaction in which more than 40% of Employer's assets are sold. However, despite the occurrence of any of the above-described events, a Change of Control will not have occurred if Kent Thiry remains the Chief Executive Officer or Executive Chair of Employer for at least one (1) year after the Change of Control or becomes the Chief Executive Officer or Executive Chair of the surviving company with which Employer merged or consolidated and remains in that position for at least one (1) year after the Change of Control.

(b) "Disability" shall mean the inability, for a period of six (6) months, to adequately perform Teammate's regular duties, with or without reasonable accommodation, due to a physical or mental illness, condition, or disability.

(c) "Good Cause" shall mean the occurrence of the following events without Teammate's express written consent: (i) Employer materially diminishes the scope of Employee's duties and responsibilities; or (ii) Employer materially reduces Teammate's base compensation. Notwithstanding the above, the occurrence of any such condition shall not constitute Good Cause unless the Teammate provides notice to Employer of the existence of such condition not later than 90 days after the initial existence of such condition, and Employer shall have failed to remedy such condition within 30 days after receipt of such notice.

(d) "Material Cause" shall mean any of the following: (i) conviction of a felony or plea of no contest to a felony; (ii) any act of fraud or dishonesty in connection with the performance of his duties; (iii) repeated failure or refusal by Teammate to follow policies or directives reasonably established by the Chief Executive Officer of Employer or his/her designee that goes uncorrected for a period of ten (10) consecutive days after written notice has been provided to Teammate; (iv) a material breach of this Agreement and/or the Noncompetition, Nonsolicitation and Confidentiality Agreement; (v) any gross or willful misconduct or gross negligence by Teammate in the performance of his duties; (vi) egregious conduct by Teammate that brings Employer or any of its subsidiaries or affiliates into public disgrace or disrepute; (vii) an act of unlawful discrimination, including sexual harassment; (viii) a violation of the duty of loyalty or of any fiduciary duty; or (ix) exclusion or notice of exclusion of Teammate from participating in any federal health care program.

3.8 Notice of Termination. Any purported termination of Teammate's employment by Employer or by Teammate shall be communicated by a written Notice of Termination to the other party hereto in accordance with Section 3 hereof. A "Notice of Termination" shall mean a written notice that indicates the specific termination provision in this Agreement.

3.9 Effect of Termination. Upon termination, this Agreement shall be of no further force and effect and neither party shall have any further right or obligation hereunder; provided, however, that no termination shall modify or affect the rights and obligations of the parties that have accrued prior to termination; and provided further, that the rights and obligations of the parties under Section 3 and Section 4 shall survive termination of this Agreement.

3.10 Notwithstanding any provision herein to the contrary, in the event that any payment to be made to Teammate hereunder (whether pursuant to this Section 3 or any other Section) as a result of Teammate's termination of employment is determined to constitute "deferred compensation" subject to Section 409A of the Internal Revenue Code, and Teammate is a "Key Teammate" under the DaVita Inc. Key Teammate Policy for 409A Arrangements at the time of Teammate's termination of employment, all such deferred compensation payments payable during the first six (6) months following Teammate's termination of employment shall be delayed and paid in a lump sum during the seventh calendar month following the calendar month during which Teammate's termination of employment occurs.

Section 4: Noncompetition, Nonsolicitation and Confidentiality. Teammate, contemporaneously herewith, shall enter into a Noncompetition, Nonsolicitation and Confidentiality Agreement, the terms of which are incorporated herein and made a part hereof as though set forth in this Agreement.

Section 5. Miscellaneous.

5.1 Entire Agreement; Amendment. This Agreement represents the entire understanding of the parties hereto with respect to the employment of Teammate and supersedes all prior agreements with respect thereto. This Agreement may not be altered or amended except in writing executed by both parties hereto.

5.2 Assignment: Benefit. This Agreement is personal and may not be assigned by Teammate. This Agreement may be assigned by Employer and shall inure to the benefit of and be binding upon the successors and assigns of Employer.

5.3. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Colorado, without regard to the principles of conflicts of laws. Both parties agree that any action relating to this Agreement shall be brought in a state or federal court of competent jurisdiction located in the State of Colorado and both parties agree to exclusive venue in the State of Colorado.

5.4 Notice. Notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid, addressed to Employer at its principal office and to Teammate at Teammate's principal residence as shown in Employer's personnel records, provided that all notices to Employer shall be directed to the attention of the Chief Executive Officer, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

5.5 Construction. Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect.

5.6 Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic or facsimile copies of such signed counterparts may be used in lieu of the originals for any purpose.

5.7 Legal Counsel. Teammate and Employer recognize that this is a legally binding contract and acknowledge and agree that they have had the opportunity to consult with legal counsel of their choice.

5.8 Waiver. The waiver by any party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any other or subsequent breach of such or any provision.

5.9 Invalidity of Provision. In the event that any provision of this Agreement is determined to be illegal, invalid, or void for any reason, the remaining provisions hereof shall continue in full force and effect.

5.10 Approval by DaVita HealthCare Partners Inc. as to Form. The parties acknowledge and agree that this Agreement shall take effect and be legally binding upon the parties only upon full execution hereof by the parties and upon approval by DaVita HealthCare Partners Inc. as to the form of hereof.

[The remainder of this page is left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the date and year first written above.

DAVITA HEALTHCARE PARTNERS INC.

By: /s/ Javier Rodriguez
Javier Rodriguez

MICHAEL STAFFIERI

By: /s/ Michael Staffieri
Michael Staffieri

Approved by DaVita HealthCare Partners Inc. as to Form:

By: /s/ Michael Freimann
Michael Freimann
Assistant General Counsel - Labor and Employment

Exhibit 21.1

SUBSIDIARIES OF THE COMPANY
as of December 31, 2019

Name	Jurisdiction of Organization
Aberdeen Dialysis, LLC	Delaware
Accountable Kidney Care, LLC	Delaware
Adair Dialysis, LLC	Delaware
American Fork Dialysis, LLC	Delaware
American Medical Insurance, Inc.	Arizona
Animas Dialysis, LLC	Delaware
Arcadia Gardens Dialysis, LLC	Delaware
Ashdow Dialysis, LLC	Delaware
Atlantic Dialysis, LLC	Delaware
Austin Dialysis Centers, L.P.	Delaware
Barnell Dialysis, LLC	Delaware
Barrons Dialysis, LLC	Delaware
Barton Dialysis, LLC	Delaware
Bastrop Dialysis, LLC	Delaware
Beachside Dialysis, LLC	Delaware
Beck Dialysis, LLC	Delaware
Bellevue Dialysis, LLC	Delaware
Bemity Dialysis, LLC	Delaware
Beverly Hills Dialysis Partnership	California
Birch Dialysis, LLC	Ohio
Bladon Dialysis, LLC	Delaware
Bliss Dialysis, LLC	Delaware
Bohama Dialysis, LLC	Delaware
Bowan Dialysis, LLC	Delaware
Braddock Dialysis, LLC	Delaware
Bridges Dialysis, LLC	Delaware
Brimfield Dialysis, LLC	Delaware
Brook Dialysis, LLC	Delaware
Brownsville Kidney Center, Ltd.	Texas
Brownwood Dialysis, LLC	Delaware
Bruno Dialysis, LLC	Delaware
Buckhorn Dialysis, LLC	Delaware
Buford Dialysis, LLC	Delaware
Bullards Dialysis, LLC	Delaware
Bullock Dialysis, LLC	Delaware
Calante Dialysis, LLC	Delaware
Campton Dialysis, LLC	Delaware
Canyon Springs Dialysis, LLC	Delaware
Capes Dialysis, LLC	Delaware
Capital Dialysis Partnership	California

Name	Jurisdiction of Organization
Capron Dialysis, LLC	Delaware
Carlton Dialysis, LLC	U.S. Virgin Islands
Carroll County Dialysis Facility Limited Partnership	Maryland
Carroll County Dialysis Facility, Inc.	Maryland
Cascades Dialysis, LLC	Delaware
Caverns Dialysis, LLC	Delaware
Cedar Dialysis, LLC	Delaware
Centennial LV, LLC	Delaware
Central Carolina Dialysis Centers, LLC	Delaware
Central Georgia Dialysis, LLC	Delaware
Central Iowa Dialysis Partners, LLC	Delaware
Central Kentucky Dialysis Centers, LLC	Delaware
Channel Dialysis, LLC	Delaware
Cheraw Dialysis, LLC	Delaware
Chicago Heights Dialysis, LLC	Delaware
Chipeta Dialysis, LLC	Delaware
Churchill Dialysis, LLC	Delaware
Cinco Rios Dialysis, LLC	Delaware
Clark Dialysis, LLC	Delaware
Clayton Dialysis, LLC	Delaware
Cleburne Dialysis, LLC	Delaware
Clinica Central do Bonfim S.A.	Portugal
Clinton Township Dialysis, LLC	Delaware
Clyfee Dialysis, LLC	Delaware
Columbus-RNA-DaVita, LLC	Delaware
Conconully Dialysis, LLC	Delaware
Continental Dialysis Center, Inc.	Virginia
Couer Dialysis, LLC	Delaware
Court Dialysis, LLC	Delaware
Cowell Dialysis, LLC	Delaware
Cowesett Dialysis, LLC	Delaware
Crossings Dialysis, LLC	Delaware
Crystals Dialysis, LLC	Delaware
Cuivre Dialysis, LLC	Delaware
Culbert Dialysis, LLC	Delaware
Dallas-Fort Worth Nephrology, L.P.	Delaware
Damon Dialysis, LLC	Delaware
DaVita - Riverside II, LLC	Delaware
DaVita - Riverside, LLC	Delaware
DaVita - West, LLC	Delaware
DaVita APAC Holding B.V.	Netherlands
DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil
DaVita Care (Saudi Arabia)	Saudi Arabia
DaVita Dakota Dialysis Center, LLC	Delaware

Name	Jurisdiction of Organization
DaVita Deutschland AG	Germany
DaVita Deutschland Beteiligungs GmbH & Co. KG	Germany
DaVita El Paso East, L.P.	Delaware
DaVita Germany GmbH	Germany
DaVita HealthCare Brasil Serviços Médicos Ltda.	Brazil
DaVita HK Holdings Limited	Hong Kong
DaVita International Limited	United Kingdom
DaVita Nefromed Serviços de Nefrologia Ltda.	Brazil
DaVita Nephron Care Serviços de Nefrologia Ltda.	Brazil
DaVita of New York, Inc.	New York
DaVita Rien Serviços de Nefrologia Ltda.	Brazil
DaVita S.A.S.	Colombia
DaVita Serviços de Nefrologia Asa Sul Ltda.	Brazil
DaVita Serviços de Nefrologia de Araraquara Ltda.	Brazil
DaVita Serviços de Nefrologia Distrito Federal Ltda.	Brazil
DaVita Serviços de Nefrologia Guarulhos Ltda.	Brazil
DaVita Serviços de Nefrologia Jardim das Imbuias Ltda.	Brazil
DaVita Serviços de Nefrologia Taubaté Ltda.	Brazil
DaVita Sp. z o.o.	Poland
DaVita Sud-Niedersachsen GmbH	Germany
DaVita Transrim Serviços de Nefrologia Ltda.	Brazil
DaVita UTR Serviços de Nefrologia Ltda.	Brazil
DaVita VillageHealth, Inc.	Delaware
DC Healthcare International, Inc.	Delaware
Dialysis Holdings, Inc.	Delaware
Dialysis of Des Moines, LLC	Delaware
Dialysis of Northern Illinois, LLC	Delaware
Dierks Dialysis, LLC	Delaware
DNP Management Company, LLC	Delaware
Dolores Dialysis, LLC	Delaware
Dome Dialysis, LLC	Delaware
Doves Dialysis, LLC	Delaware
Downriver Centers, Inc.	Michigan
DPS CKD, LLC	Delaware
DV Care Netherlands B.V.	Netherlands
DV Care Netherlands C.V.	Netherlands
DVA Healthcare - Southwest Ohio, LLC	Tennessee
DVA Healthcare of Maryland, LLC	Maryland
DVA Healthcare of Massachusetts, Inc.	Massachusetts
DVA Healthcare of New London, LLC	Tennessee
DVA Healthcare of Norwich, LLC	Tennessee
DVA Healthcare of Pennsylvania, LLC	Pennsylvania
DVA Healthcare of Tuscaloosa, LLC	Tennessee
DVA Healthcare Renal Care, Inc.	Nevada

Name	Jurisdiction of Organization
DVA Holdings Pte. Ltd.	Singapore
DVA Laboratory Services, Inc.	Florida
DVA of New York, Inc.	New York
DVA Renal Healthcare, Inc.	Tennessee
East End Dialysis Center, Inc.	Virginia
East Ft. Lauderdale, LLC	Delaware
Ebrea Dialysis, LLC	Delaware
Edisto Dialysis, LLC	Delaware
Eldrist Dialysis, LLC	Delaware
Elgin Dialysis, LLC	Delaware
Elk Grove Dialysis Center, LLC	Delaware
Empire State DC, Inc.	New York
Etowah Dialysis, LLC	Delaware
Ettleton Dialysis, LLC	Delaware
Eufaula Dialysis, LLC	Delaware
EURODIAL - Centro de Nefrologia e Dialise de Leiria S.A.	Portugal
Falcon, LLC	Delaware
Fanthorp Dialysis, LLC	Delaware
Federal Way Assurance, Inc.	Colorado
Fields Dialysis, LLC	Delaware
Five Star Dialysis, LLC	Delaware
Fjords Dialysis, LLC	Delaware
Flagler Dialysis, LLC	Delaware
Flamingo Park Kidney Center, Inc.	Florida
Forester Dialysis, LLC	Delaware
Freehold Artificial Kidney Center, L.L.C.	New Jersey
Fremont Dialysis, LLC	Delaware
Frontier Dialysis, LLC	Delaware
Fullerton Dialysis Center, LLC	Delaware
Ganois Dialysis, LLC	Delaware
Garner Dialysis, LLC	Delaware
Garrett Dialysis, LLC	Delaware
Gaviota Dialysis, LLC	Delaware
GDC International, LLC	Delaware
Gebhard Dialysis, LLC	Delaware
Genesis KC Development, LLC	Delaware
GiveLife Dialysis, LLC	Delaware
Glassland Dialysis, LLC	Delaware
Glosser Dialysis, LLC	Delaware
Goliad Dialysis, LLC	Delaware
Grand Home Dialysis, LLC	Delaware
Greater Las Vegas Dialysis, LLC	Delaware
Greater Los Angeles Dialysis Centers, LLC	Delaware
Green Country Dialysis, LLC	Delaware

Name	Jurisdiction of Organization
Green Desert Dialysis, LLC	Delaware
Griffin Dialysis, LLC	Delaware
Groten Dialysis, LLC	Delaware
Harmony Dialysis, LLC	Delaware
Hart Dialysis, LLC	Delaware
Hawn Dialysis, LLC	Delaware
Helmer Dialysis, LLC	Delaware
Hennepin Dialysis, LLC	Delaware
Hewett Dialysis, LLC	Delaware
Hilgards Dialysis, LLC	Delaware
Hochatown Dialysis, LLC	Delaware
Home Kidney Care, LLC	Delaware
Honeyman Dialysis, LLC	Delaware
Houston Kidney Center/Total Renal Care Integrated Service Network Limited Partnership	Delaware
Hummer Dialysis, LLC	Delaware
Hunter Dialysis, LLC	Delaware
Huntington Artificial Kidney Center, Ltd.	New York
Hyde Dialysis, LLC	Delaware
IDC -International Dialysis Centers, Lda	Portugal
Iroquois Dialysis, LLC	Delaware
ISD Bartlett, LLC	Delaware
ISD Corpus Christi, LLC	Delaware
ISD I Holding Company, Inc.	Delaware
ISD II Holding Company, Inc.	Delaware
ISD Las Vegas, LLC	Delaware
ISD Lees Summit, LLC	Delaware
ISD Renal, Inc.	Delaware
ISD Schaumburg, LLC	Delaware
ISD Spring Valley, LLC	Delaware
ISD Summit Renal Care, LLC	Ohio
Jacinto Dialysis, LLC	Delaware
Jenness Dialysis, LLC	Delaware
Kamiah Dialysis, LLC	Delaware
Kanika Dialysis, LLC	Delaware
Kavett Dialysis, LLC	Delaware
Kenai Dialysis, LLC	Delaware
Kershaw Dialysis, LLC	Delaware
Kidney Home Center, LLC	Delaware
Kimball Dialysis, LLC	Delaware
Kingston Dialysis, LLC	Delaware
Kinnick Dialysis, LLC	Delaware
Kinter Dialysis, LLC	Delaware
Kiowa Dialysis, LLC	Delaware

Name	Jurisdiction of Organization
Knickerbocker Dialysis, Inc.	New York
Lakeshore Dialysis, LLC	Delaware
Landing Dialysis, LLC	Delaware
Landor Dialysis, LLC	Delaware
Lassen Dialysis, LLC	Delaware
Leasburg Dialysis, LLC	Delaware
Leawood Dialysis, LLC	Delaware
Lees Dialysis, LLC	Delaware
Legare Development LLC	Delaware
Liberty RC, Inc.	New York
Lifeline Pensacola, LLC	Delaware
Lifeline Vascular Center-Albany, LLC	Delaware
Lincoln Park Dialysis Services, Inc.	Illinois
Livingston Dialysis, LLC	Delaware
Llano Dialysis, LLC	Delaware
Lofield Dialysis, LLC	Delaware
Logoley Dialysis, LLC	Delaware
Lone Dialysis, LLC	Delaware
Long Beach Dialysis Center, LLC	Delaware
Lord Baltimore Dialysis, LLC	Delaware
Lory Dialysis, LLC	Delaware
Lourdes Dialysis, LLC	Delaware
Lyndale Dialysis, LLC	Delaware
Madigan Dialysis, LLC	Delaware
Magney Dialysis, LLC	Delaware
Magoffin Dialysis, LLC	Delaware
Makonee Dialysis, LLC	Delaware
Marlton Dialysis Center, LLC	Delaware
Marseille Dialysis, LLC	Delaware
Mason-Dixon Dialysis Facilities, Inc.	Maryland
Mazonia Dialysis, LLC	Delaware
Mellen Dialysis, LLC	Delaware
Melnea Dialysis, LLC	Delaware
Memorial Dialysis Center, L.P.	Delaware
Meridian Dialysis, LLC	Delaware
Mermet Dialysis, LLC	Delaware
Milltown Dialysis, LLC	Delaware
Minam Dialysis, LLC	Delaware
Minneopa Dialysis, LLC	Delaware
Mountain West Dialysis Services, LLC	Delaware
Mulgee Dialysis, LLC	Delaware
MVZ DaVita Alzey GmbH	Germany
MVZ DaVita Aurich GmbH	Germany
MVZ DaVita Bad Aibling GmbH	Germany

Name	Jurisdiction of Organization
MVZ DaVita Bad Duben GmbH	Germany
MVZ DaVita Cardio Centrum Dusseldorf GmbH	Germany
MVZ DaVita Dillenburg GmbH	Germany
MVZ DaVita Dinkelsbuhl GmbH	Germany
MVZ DaVita Dormagen GmbH	Germany
MVZ DaVita Duisburg GmbH	Germany
MVZ DaVita Elsterland GmbH	Germany
MVZ DaVita Emden GmbH	Germany
MVZ DaVita Falkensee GmbH	Germany
MVZ DaVita Geilenkirchen GmbH	Germany
MVZ DaVita Gera GmbH	Germany
MVZ DaVita Iserlohn GmbH	Germany
MVZ DaVita Monchengladbach GmbH	Germany
MVZ DaVita Neuss GmbH	Germany
MVZ DaVita Niederrhein GmbH	Germany
MVZ DaVita Nierenzentrum Aachen Alsdorf GmbH	Germany
MVZ DaVita Nierenzentrum Berlin-Britz GmbH	Germany
MVZ DaVita Nierenzentrum Hamm-Ahlen GmbH	Germany
MVZ DaVita Prenzlau-Pasewalk GmbH	Germany
MVZ DaVita Rhein-Ahr GmbH	Germany
MVZ DaVita Rhein-Ruhr GmbH	Germany
MVZ DaVita Schwalm-Eder GmbH	Germany
MVZ DaVita Viersen GmbH	Germany
Nansen Dialysis, LLC	Delaware
Natomas Dialysis, LLC	Delaware
Nauvue Dialysis, LLC	Delaware
Navarro Dialysis, LLC	Delaware
Nephrology Medical Associates of Georgia, LLC	Georgia
Nephrology Practice Solutions, LLC	Delaware
New Bay Dialysis, LLC	Delaware
Nicona Dialysis, LLC	Delaware
Norbert Dialysis, LLC	Delaware
Norte Dialysis, LLC	Delaware
North Austin Dialysis, LLC	Delaware
Oasis Dialysis, LLC	Delaware
Ohio River Dialysis, LLC	Delaware
Okanogan Dialysis, LLC	Delaware
Olive Dialysis, LLC	Delaware
Ordust Dialysis, LLC	Delaware
Owyhee Dialysis, LLC	Delaware
Palo Dialysis, LLC	Delaware
Palomar Dialysis, LLC	Delaware
Panther Dialysis, LLC	Delaware
Parkside Dialysis, LLC	Delaware

Name	Jurisdiction of Organization
Pattison Dialysis, LLC	Delaware
Patuk Dialysis, LLC	Delaware
Pearl Dialysis, LLC	Delaware
Pendster Dialysis, LLC	Delaware
Percha Dialysis, LLC	Delaware
Pershing Dialysis, LLC	Delaware
Pfeiffer Dialysis, LLC	Delaware
Philadelphia-Camden Integrated Kidney Care, LLC	Delaware
Physicians Choice Dialysis Of Alabama, LLC	Delaware
Physicians Choice Dialysis, LLC	Delaware
Physicians Dialysis Acquisitions, Inc.	Delaware
Physicians Dialysis of Lancaster, LLC	Pennsylvania
Physicians Dialysis Ventures, LLC	Delaware
Physicians Management, LLC	Delaware
Pible Dialysis, LLC	Delaware
Pinson Dialysis, LLC	Delaware
Pittsburgh Dialysis Partners, LLC	Delaware
Piute Dialysis, LLC	Delaware
Plaine Dialysis, LLC	Delaware
Platte Dialysis, LLC	Delaware
Pluribus Dialise - Benfica, S.A.	Portugal
Pluribus Dialise - Cascais, S.A.	Portugal
Pluribus Dialise, S.A.	Portugal
Prairie Dialysis, LLC	Delaware
Prineville Dialysis, LLC	Delaware
Ramsey Dialysis, LLC	Delaware
Rayburn Dialysis, LLC	Delaware
Red Willow Dialysis, LLC	Delaware
Redcliff Dialysis, LLC	Delaware
Refuge Dialysis, LLC	Delaware
Renal Center of Beaumont, LLC	Delaware
Renal Center of Fort Dodge, LLC	Delaware
Renal Center of Lewisville, LLC	Delaware
Renal Center of Morristown, LLC	Delaware
Renal Center of Newton, LLC	Delaware
Renal Center of Port Arthur, LLC	Delaware
Renal Center of the Hills, LLC	Delaware
Renal Center of Tyler, L.P.L.L.L.P.	Delaware
Renal Center of West Beaumont, LLC	Delaware
Renal Life Link, Inc.	Delaware
Renal Treatment Centers - California, Inc.	Delaware
Renal Treatment Centers - Illinois, Inc.	Delaware
Renal Treatment Centers - Mid-Atlantic, Inc.	Delaware
Renal Treatment Centers - Northeast, Inc.	Delaware

Name	Jurisdiction of Organization
Renal Treatment Centers - Southeast, LP	Delaware
Renal Treatment Centers - West, Inc.	Delaware
Renal Treatment Centers, Inc.	Delaware
Renal Ventures Management, LLC	Delaware
RenalServ LLC	Delaware
Riddle Dialysis, LLC	Delaware
River Valley Dialysis, LLC	Delaware
RMS Lifeline Inc.	Delaware
RNA - DaVita Dialysis, LLC	Delaware
Rocky Mountain Dialysis Services, LLC	Delaware
Rollins Dialysis, LLC	Delaware
Roose Dialysis, LLC	Delaware
Rophets Dialysis, LLC	Delaware
Roushe Dialysis, LLC	Delaware
Routt Dialysis, LLC	Delaware
Royale Dialysis, LLC	Delaware
Rusk Dialysis, LLC	Delaware
Rutland Dialysis, LLC	Delaware
RV Academy, LLC	Delaware
Saddleback Dialysis, LLC	Delaware
Sahara Dialysis, LLC	Delaware
SAKDC-DaVita Dialysis Partners, L.P.	Delaware
San Marcos Dialysis, LLC	Delaware
Santiam Dialysis, LLC	Delaware
Sapelo Dialysis, LLC	Delaware
Saunders Dialysis, LLC	Delaware
Seabay Dialysis, LLC	Delaware
Secour Dialysis, LLC	Delaware
Sensiba Dialysis, LLC	Delaware
Shadow Dialysis, LLC	Delaware
Shayano Dialysis, LLC	Delaware
Shelling Dialysis, LLC	Delaware
Sherman Dialysis, LLC	Delaware
Shetek Dialysis, LLC	Delaware
Shining Star Dialysis, Inc.	New Jersey
Siena Dialysis Center, LLC	Delaware
Simeon Dialysis, LLC	Delaware
Skagit Dialysis, LLC	Delaware
Soledad Dialysis Center, LLC	Delaware
Somerville Dialysis Center, LLC	Delaware
South Central Florida Dialysis Partners, LLC	Delaware
South Fork Dialysis, LLC	Delaware
Southern Hills Dialysis Center, LLC	Delaware
Southlake Dialysis, LLC	Delaware

Name	Jurisdiction of Organization
Southwest Atlanta Dialysis Centers, LLC	Delaware
Sprague Dialysis, LLC	Delaware
Springpond Dialysis, LLC	Delaware
Star Dialysis, LLC	Delaware
Stevenson Dialysis, LLC	Delaware
Stewart Dialysis, LLC	Delaware
Stines Dialysis, LLC	Delaware
Storrie Dialysis, LLC	Delaware
Sugarloaf Dialysis, LLC	Delaware
Sun City Dialysis Center, L.L.C.	Delaware
Sunapee Dialysis, LLC	Delaware
Sunset Dialysis, LLC	Delaware
Talimena Dialysis, LLC	Delaware
Terre Dialysis, LLC	Delaware
The Woodlands Dialysis Center, LP	Delaware
Tortugas Dialysis, LLC	Delaware
Total Renal Care of North Carolina, LLC	Delaware
Total Renal Care Texas Limited Partnership	Delaware
Total Renal Care, Inc.	California
Total Renal Laboratories, Inc.	Florida
Total Renal Research, Inc.	Delaware
Toulouse Dialysis, LLC	Delaware
Transmountain Dialysis, L.P.	Delaware
TRC - Indiana, LLC	Indiana
TRC El Paso Limited Partnership	Delaware
TRC of New York, Inc.	New York
TRC West, Inc.	Delaware
TRC-Georgetown Regional Dialysis, LLC	District Of Columbia
Tross Dialysis, LLC	Delaware
Tugman Dialysis, LLC	Delaware
Tunnel Dialysis, LLC	Delaware
Turlock Dialysis Center, LLC	Delaware
Tustin Dialysis Center, LLC	Delaware
Twain Dialysis, LLC	Delaware
Tyler Dialysis, LLC	Delaware
Unicoi Dialysis, LLC	Delaware
University Dialysis Center, LLC	Delaware
Upper Valley Dialysis, L.P.	Delaware
USC-DaVita Dialysis Center, LLC	California
Valley Springs Dialysis, LLC	Delaware
Victory Dialysis, LLC	Delaware
VillageHealth DM, LLC	Delaware
Villanueva Dialysis, LLC	Delaware
Vively Health, LLC	Delaware

Name	Jurisdiction of Organization
Vogel Dialysis, LLC	Delaware
Volo Dialysis, LLC	Delaware
Waddell Dialysis, LLC	Delaware
Wakoni Dialysis, LLC	Delaware
Walker Dialysis, LLC	Delaware
Walton Dialysis, LLC	Delaware
Watkins Dialysis, LLC	Delaware
Weldon Dialysis, LLC	California
West Elk Grove Dialysis, LLC	Delaware
West Sacramento Dialysis, LLC	Delaware
Weston Dialysis Center, LLC	Delaware
Whitney Dialysis, LLC	Delaware
Willowbrook Dialysis Center, L.P.	Delaware
Winds Dialysis, LLC	Delaware
Wood Dialysis, LLC	Delaware
Woodford Dialysis, LLC	Delaware
Wyandotte Central Dialysis, LLC	Delaware
Yards Dialysis, LLC	Delaware
Ybor City Dialysis, LLC	Delaware
Yucaipa Dialysis, LLC	Delaware
Zephyrhills Dialysis Center, LLC	Delaware

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors
DaVita Inc.:

We consent to the incorporation by reference in the registration statements on Form S-8 (No. 333-213119, No. 333-190434, No. 333-169467, No. 333-158220, No. 333-144097, No. 333-86550, and No. 333-30736), and on Form S-4 (No. 333-182572) and on Form S-3 (No. 333-203394, No. 333-196630, No. 333-183285, and No. 333-169690) of DaVita Inc. of our reports dated February 21, 2020 with respect to the consolidated balance sheets of DaVita Inc. as of December 31, 2019 and 2018, the related consolidated statements of income, comprehensive income, equity, and cash flow for each of the years in the three-year period ended December 31, 2019, and the related notes and financial statement Schedule II - Valuation and Qualifying Accounts, and the effectiveness of internal control over financial reporting as of December 31, 2019, which reports appear in the December 31, 2019 annual report on Form 10-K of DaVita Inc. Our report refers to changes in the methods of accounting for leases and revenue recognition.

/s/ KPMG LLP

Seattle, Washington
February 21, 2019

EXHIBIT 31.1

SECTION 302 CERTIFICATION

I, Javier J. Rodriguez, certify that:

1. I have reviewed this annual report on Form 10-K of DaVita Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/S/ JAVIER J. RODRIGUEZ

Javier J. Rodriguez
Chief Executive Officer

Date: February 21, 2019

EXHIBIT 31.2

SECTION 302 CERTIFICATION

I, Joel Ackerman, certify that:

1. I have reviewed this annual report on Form 10-K of DaVita Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/S/ Joel Ackerman

Joel Ackerman

Chief Financial Officer and Treasurer

Date: February 21, 2019

EXHIBIT 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of DaVita Inc. (the "Company") on Form 10-K for the year ended December 31, 2019 as filed with the Securities and Exchange Commission on the date hereof (the "Periodic Report"), I, Javier J. Rodriguez, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Periodic Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Periodic Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/S/ JAVIER J. RODRIGUEZ

Javier J. Rodriguez
Chief Executive Officer
February 21, 2019

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

EXHIBIT 32.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of DaVita Inc. (the "Company") on Form 10-K for the year ended December 31, 2019 as filed with the Securities and Exchange Commission on the date hereof (the "Periodic Report"), I, Joel Ackerman, Chief Financial Officer and Treasurer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Periodic Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Periodic Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Joel Ackerman

Joel Ackerman

Chief Financial Officer and Treasurer

February 21, 2019

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

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

FORM 10-K

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

For the Fiscal Year Ended December 31, 2020
or

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

For the transition period from _____ to _____
Commission File Number: 1-14106

DAVITA INC.

(Exact name of registrant as specified in charter)

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

2000 16th Street
Denver, CO 80202

Telephone number (720) 631-2100

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

Title of each class:	**Trading symbol(s):**	**Name of each exchange on which registered:**
Common Stock, $0.001 par value	**DVA**	**New York Stock Exchange**

Securities registered pursuant to Section 12(g) of the Act:
None

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

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

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company” and “emerging growth company” in Rule 12b-2 of the Exchange Act:

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its final report. ☒

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

As of June 30, 2020, the aggregate market value of the Registrant's common stock outstanding held by non-affiliates based upon the closing price on the New York Stock Exchange was approximately $9.7 billion.

As of January 29, 2021, the number of shares of the Registrant’s common stock outstanding was approximately 109.4 million shares.

Documents incorporated by reference

Portions of the Registrant’s proxy statement for its 2021 annual meeting of stockholders are incorporated by reference in Part III of this Form 10-K.

DAVITA INC.
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PART I

Item 1. Business

Unless otherwise indicated in this Annual Report on Form 10-K "DaVita", "the Company" "we", "us", "our" and other similar terms refer to DaVita Inc. and its consolidated subsidiaries. Our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports filed or furnished pursuant to section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, are made available free of charge through our website, located at http://www.davita.com, as soon as reasonably practicable after the reports are filed with or furnished to the Securities and Exchange Commission (SEC). The SEC also maintains a website at http://www.sec.gov where these reports and other information about us can be obtained. The contents of our website are not incorporated by reference into this report.

Overview of DaVita Inc.

DaVita is a leading healthcare provider focused on transforming care delivery to improve quality of life for patients globally. We are one of the largest providers of kidney care services in the U.S. and have been a leader in clinical quality and innovation for over 20 years. DaVita is committed to bold, patient-centric care models, implementing the latest technologies and moving toward integrated care offerings. Over the years, we have established a value-based culture with a philosophy of caring that is focused on both our patients and teammates. This culture and philosophy fuel our continuous drive toward achieving our mission to be the provider, partner and employer of choice and fulfilling our vision to "build the greatest healthcare community the world has ever seen."

The loss of kidney function is normally irreversible. Kidney failure is typically caused by Type I and Type II diabetes, hypertension, polycystic kidney disease, long-term autoimmune attack on the kidneys and prolonged urinary tract obstruction. End stage renal disease or end stage kidney disease (ESRD or ESKD) is the stage of advanced kidney impairment that requires continued dialysis treatments or a kidney transplant to sustain life. Dialysis is the removal of toxins, fluids and salt from the blood of patients by artificial means. Patients suffering from ESRD generally require dialysis at least three times a week for the rest of their lives.

Our U.S. dialysis and related lab services (U.S. dialysis) business treats patients with chronic kidney failure and ESRD in the United States, and is our largest line of business. As of December 31, 2020, we provided dialysis and administrative services and related laboratory services throughout the U.S. via a network of 2,816 outpatient dialysis centers in 46 states and the District of Columbia, serving a total of approximately 204,200 patients and provided hospital inpatient dialysis services in approximately 900 hospitals. Our robust platform to deliver kidney care services also includes established nephrology and payor relationships as well as home programs. In addition, as of December 31, 2020, we provided dialysis and administrative services to a total of 321 outpatient dialysis centers located in ten countries outside of the U.S., serving approximately 36,200 patients. The Company also consists of our ancillary services and strategic initiatives, which include the aforementioned international operations (collectively, our ancillary services), as well as our corporate administrative support.

Our patient-centric care model leverages our platform of kidney care services to maximize patient choice in both models and modalities of care. We believe that the flexibility we offer coupled with a focus on comprehensive kidney care supports our commitments to help improve clinical outcomes and quality of life for our patients. For the eighth consecutive year, we are an industry leader in the Centers for Medicare & Medicaid Services' (CMS) Quality Incentive Program (QIP), which promotes high quality services in outpatient dialysis facilities treating patients with ESRD. We are also an industry leader for the seventh consecutive year under CMS' Five-Star Quality Rating system, which rates eligible dialysis centers based on the quality of outcomes to help patients, their families, and caregivers make more informed decisions about where patients receive care. According to the most recently collected data, we are an industry leader for the total number of patients in home-based dialysis services.

Our quality clinical outcomes are driven by our experienced and knowledgeable teammates. We employ registered nurses, licensed practical or vocational nurses, patient care technicians, social workers, registered dietitians, biomedical technicians and other administrative and support teammates who strive to achieve superior clinical outcomes at our dialysis facilities. In addition to our teammates at our dialysis facilities, as of December 31, 2020, our domestic Chief Medical Officer leads a team of 18 senior nephrologists in our physician leadership team as part of our domestic Office of the Chief Medical Officer (OCMO). Our international Chief Medical Officer leads a team of 11 senior nephrologists in our physician leadership team as part of our international OCMO. Our OCMO teammates represent a variety of academic, clinical practice, and clinical research backgrounds. We also have a Physician Counsel that serves as an advisory body to senior management, which is composed of nine physicians with extensive experience in clinical practice and have seven Group Medical Directors as of December 31, 2020.

On June 19, 2019, we completed the sale of our DaVita Medical Group (DMG) business, a patient and physician-focused integrated healthcare delivery and management company, to Collaborative Care Holdings, LLC, a subsidiary of UnitedHealth Group Inc. As a result, the DMG business has been classified as discontinued operations and its results of operations are reported as discontinued operations for all periods presented in the consolidated financial statements included in this report.

For financial information about DMG, see Note 22 to the consolidated financial statements included in this report.

COVID-19 and its impact on our business

As a caregiving organization, we are exposed to and will continue to be impacted by the effects of the novel coronavirus (COVID-19) pandemic. DaVita's teammates include, among others, dialysis nurses, patient care technicians, social workers, dieticians and other caregivers who are on the front lines of the ongoing COVID-19 pandemic providing critical, life-sustaining care for our patients. We are closely monitoring the impact on our business of the pandemic and the resulting economic environment, including the impact on our patients, teammates, physician partners, suppliers, vendors and business partners.

During this time of great challenge, our top priorities continue to be the health, safety and well-being of our patients, teammates and physician partners and helping to ensure that our patients have the ability to maintain continuity of care throughout this crisis, whether in the hospital, outpatient or home setting. To that end, we have dedicated and continue to dedicate substantial resources in response to COVID-19, including the implementation of additional protocols in coordination with the Centers for Disease Control and Prevention (CDC) on infection control and clinical best practices to help safely maintain continuity of care for our patients and help protect our caregivers. We also have been collaborating with the CDC, the U.S. Department of Health and Human Services (HHS), CMS, the American Society of Nephrology, and dialysis providers nationwide to help ensure that the dialysis community is able to support patients nationwide during this global health crisis.

The protocols and initiatives we have implemented in response to COVID-19 include steps designed to implement dedicated care shifts for patients with confirmed or suspected COVID-19 and other enhanced clinical practices, including procuring additional equipment and clinical supplies, including personal protective equipment (PPE) and providing financial support to our teammates associated with relief reimbursement. These efforts are part of a wider Prepare, Prevent, Respond and Recover protocol that we have implemented in connection with the pandemic, which also includes operational protocols such as the redistribution of teammates, machines and supplies across the country as needed and increased investment in and utilization of telehealth capabilities. We also have maintained business process continuity during the pandemic by enabling most back office teammates to work remotely. Our response protocol generally has allowed us to maintain continuity of care for our patients and we carefully monitor the efficacy of these protocols and their impact on our operations and strategic priorities as the pandemic continues. If we are required to maintain certain restrictive operational initiatives for an extended period of time, it may adversely impact our strategic initiatives, such as our strategy to continue to build on our abilities to offer home dialysis options. Certain temporary changes made in response to the COVID-19 pandemic could become permanent, which could have an adverse impact on our business. In addition, any staffing shortages or disruptions, or any equipment or clinical supply shortages, disruptions or delays or associated price increases, could impact our ability to provide dialysis services or the cost of providing those services. Due in part to the protocols and initiatives described above, we have incurred significant costs related to COVID-19 in 2020, and we expect to continue to incur extended and significant additional costs in connection with our response to COVID-19.

We have worked with certain government agencies to respond to the COVID-19 pandemic, and in certain cases have sought waivers of regulatory requirements. We also are working to help make COVID-19 vaccines available to our patients and teammates, including through coordination with state and federal governments on direct vaccine distribution so that we can administer vaccines to our patients and teammates. These vaccines are currently available under emergency use authorizations, and there can be no assurance that our patients and caregivers will choose to receive a COVID-19 vaccine or that the vaccines will prove to be as safe and effective as currently understood by the scientific community. In addition, we may encounter difficulties with the availability and storage of the vaccines, or administration of the vaccines, some of which have multiple dose requirements. We operate in a complex and highly regulated environment, and the novel nature of our COVID-19 response, including, for example, with respect to regulatory waivers and our administration of the newly developed COVID-19 vaccines, may increase our exposure to legal, regulatory and clinical risks.

In addition, the Coronavirus Aid, Relief, and Economic Security (CARES) Act and subsequent COVID-19 relief legislation temporarily suspended Medicare's 2% sequestration from May 1, 2020 through December 31, 2020, and the Consolidated Appropriations Act subsequently extended this sequestration suspension until March 31, 2021. While in effect, this legislation, has increased, and will continue to increase, our revenues. Furthermore, a significant initial part of the federal government response to the COVID-19 pandemic was the CARES Act's authorization of $100 billion in funding to be distributed to healthcare providers through the federal Public Health and Social Services Emergency Fund (Provider Relief Fund). While we declined approximately $250 million of government funding received in the second quarter of 2020 from the

Provider Relief Fund, certain of our competitors accepted such funds. There can be no assurance that financial or other assistance will be available from the government if we have a need for such assistance in the future.

We believe the ultimate impact of this public health crisis on the Company will depend on future developments that are highly uncertain and difficult to predict, including among other things the severity and duration of the pandemic; further spread or resurgence of the virus, including as a result of the emergence of new strains of the virus; its impact on the CKD patient population and our patient population; the availability, acceptance, impact and efficacy of COVID-19 vaccines and other treatments or therapies; the pandemic's continuing impact on the U.S. and global economies and unemployment; the responses of our competitors to the pandemic and related changes in the marketplace; and the timing, scope and effectiveness of federal, state and local governmental responses.

For additional discussion of the COVID-19 pandemic and our response, including its impact on us and related risks and uncertainties, please see the discussion below under the heading "Human Capital Management", as well as the risk factor in Item 1A Risk Factors under the heading *"We face various risks related to the dynamic and evolving novel coronavirus pandemic, any of which may have a material adverse impact on us*," and Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

U.S. dialysis business

Our U.S. dialysis business is a leading provider of kidney dialysis services for patients suffering from ESRD. As of December 31, 2020, we provided dialysis and administrative services in the U.S. through a network of 2,816 outpatient dialysis centers in 46 states and the District of Columbia, serving a total of approximately 204,200 patients. We also provide hospital inpatient dialysis services in approximately 900 hospitals and related laboratory services throughout the U.S.

According to the United States Renal Data System (USRDS), there were over 555,000 ESRD dialysis patients in the U.S. in 2018. Based on the most recent 2020 annual data report from the USRDS, the underlying ESRD dialysis patient population has grown at an approximate compound rate of 3.7% from 2008 to 2018 and a compound rate of 3.5% from 2013 to 2018, which suggests that the rate of growth of the ESRD patient population is declining relative to long term trends. A number of factors may impact ESRD growth rates, including, among others, the aging of the U.S. population, transplant rates, incidence rates for diseases that cause kidney failure such as diabetes and hypertension, mortality rates for dialysis patients and growth rates of minority populations with higher than average incidence rates of ESRD. Certain of these factors, in particular mortality rates for dialysis patients, have been impacted by the COVID-19 pandemic.

Since 1972, the federal government has provided healthcare coverage for ESRD patients under the Medicare ESRD program regardless of age or financial circumstances. ESRD is the first and only disease state eligible for Medicare coverage both for dialysis and dialysis-related services and for all benefits available under the Medicare program. For patients with Medicare coverage, all ESRD payments for dialysis treatments are made under a single bundled payment rate. See page 7 for further details.

Although Medicare reimbursement limits the allowable charge per treatment, it provides industry participants with a relatively predictable and recurring revenue stream for dialysis services provided to patients without commercial insurance. For the year ended December 31, 2020, approximately 90% of our total dialysis patients were covered under some form of government-based program, with approximately 74% of our dialysis patients covered under Medicare and Medicare Advantage plans.

Treatment options for ESRD

Treatment options for ESRD are dialysis and kidney transplantation.

Dialysis options

- *Hemodialysis*

Hemodialysis, the most common form of ESRD treatment, is usually performed at a freestanding outpatient dialysis center, at a hospital-based outpatient center, or at the patient's home. The hemodialysis machine uses an artificial kidney, called a dialyzer, to remove toxins, fluids and salt from the patient's blood. The dialysis process occurs across a semi-permeable membrane that divides the dialyzer into two distinct chambers. While blood is circulated through one chamber, a pre-mixed fluid is circulated through the other chamber. The toxins, salt and excess fluids from the blood cross the membrane into the fluid, allowing cleansed blood to return back into the patient's body. Each hemodialysis treatment that occurs in the outpatient dialysis centers typically lasts approximately three and one-half hours and is usually performed three times per week.

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

Some ESRD patients who are healthier and more independent may perform home hemodialysis in their home or residence through the use of a hemodialysis machine designed specifically for home therapy that is portable, smaller and easier to use. Patients receive training, support and monitoring from registered nurses, usually in our outpatient dialysis centers, in connection with their home hemodialysis treatment. Home hemodialysis is typically performed with greater frequency than dialysis treatments performed in outpatient dialysis centers and on varying schedules.

- *Peritoneal dialysis*

Peritoneal dialysis uses the patient's peritoneal or abdominal cavity to eliminate fluid and toxins and is typically performed at home. The most common methods of peritoneal dialysis are continuous ambulatory peritoneal dialysis (CAPD) and continuous cycling peritoneal dialysis (CCPD). Because it does not involve going to an outpatient dialysis center three times a week for treatment, peritoneal dialysis is generally an alternative to hemodialysis for patients who are healthier, more independent and desire more flexibility in their lifestyle.

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

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

Kidney transplantation

Although kidney transplantation, when successful, is generally the most desirable form of therapeutic intervention, the shortage of suitable donors, side effects of immunosuppressive pharmaceuticals given to transplant recipients and dangers associated with transplant surgery for some patient populations have generally limited the use of this treatment option. An executive order signed in July 2019 (the 2019 Executive Order) directed the HHS to develop policies addressing, among other things, the goal of making more kidneys available for transplant. As directed by the 2019 Executive Order, the CMS, through its Center for Medicare and Medicaid Innovation (CMMI), subsequently released the framework for certain proposed voluntary payment models that would adjust payment incentives to encourage kidney transplants. For more information regarding the 2019 Executive Order and these payment models, please see the discussion below under the heading "*-New models of care and Medicare and Medicaid program reforms*."

U.S. dialysis services we provide

Outpatient hemodialysis services

As of December 31, 2020, we operated or provided administrative services through a network of 2,816 outpatient dialysis centers in the U.S. that are designed specifically for outpatient hemodialysis. In 2020, our overall network of U.S. outpatient dialysis centers increased by 63 primarily as a result of the opening of new dialysis centers and acquisitions, net of center closures, representing a total increase of approximately 2.3% from 2019.

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

Under Medicare regulations, we cannot promote, develop or maintain any kind of contractual relationship with our patients that would directly or indirectly obligate a patient to use or continue to use our dialysis services, or that would give us any preferential rights other than those related to collecting payments for our dialysis services. Our total patient turnover, which is based upon all causes, averaged approximately 25% in 2020 and 24% in 2019. The overall number of patients to whom we provided services in the U.S. in 2020 decreased by approximately 1.3% from 2019, primarily due to an increase in mortality rates, which have been impacted by the COVID-19 pandemic, and a decline in new admissions. This was partially offset by new dialysis patients who started treating at our centers during the year from acquisitions and non-acquired growth.

Hospital inpatient hemodialysis services

As of December 31, 2020, we provided hospital inpatient hemodialysis services, excluding physician services, to patients in approximately 900 hospitals throughout the U.S. We render these services based on a contracted per-treatment fee that is individually negotiated with each hospital. When a hospital requests our services, we typically administer the dialysis treatment at the patient's bedside or in a dedicated treatment room in the hospital, as needed.

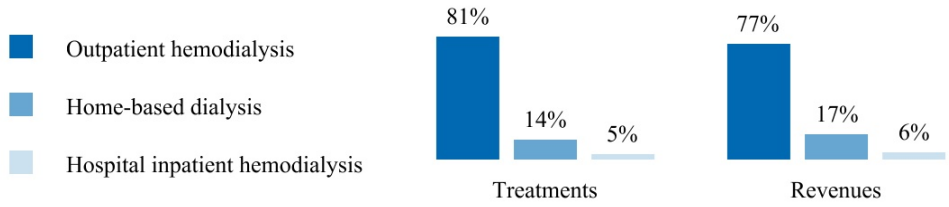
Home-based dialysis services

Home-based dialysis services includes home hemodialysis and peritoneal dialysis. Many of our outpatient dialysis centers offer certain support services for dialysis patients who prefer and are able to perform either home hemodialysis or peritoneal dialysis in their homes. Home-based hemodialysis support services consist of providing equipment and supplies, training, patient monitoring, on-call support services and follow-up assistance. Registered nurses train patients and their families or other caregivers to perform either home hemodialysis or peritoneal dialysis. The 2019 Executive Order and related HHS guidance described above also included a stated goal of increasing the relative number of new ESRD patients that receive dialysis at home as compared to those receiving dialysis in center or at a hospital.

According to the most recent 2020 annual data report from the USRDS, in 2018 approximately 12% of ESRD dialysis patients in the U.S. perform home-based dialysis.

Treatments and revenues by modality:

The following graph summarizes our U.S. dialysis treatments by modality and U.S. dialysis patient services revenues by modality for the year ended December 31, 2020.



Other

ESRD laboratory services

We operate one separately licensed and highly automated clinical laboratory which specializes in ESRD patient testing. This specialized laboratory provides routine laboratory tests for dialysis and other physician-prescribed laboratory tests for ESRD patients which are integral components of the overall dialysis services that we provide. Our laboratory provides these tests predominantly for our network of ESRD patients throughout the U.S. These tests are performed to monitor a patient's ESRD condition, including the adequacy of dialysis, as well as other medical conditions of the patient. Our laboratory utilizes information systems which provide information to certain members of the dialysis centers' staff and medical directors regarding critical outcome indicators.

Management services

We currently operate or provide management and administrative services pursuant to management and administrative services agreements to 53 outpatient dialysis centers located in the U.S. in which we either own a noncontrolling interest or which are wholly-owned by third parties. Management fees are established by contract and are recognized as earned typically based on a percentage of revenues or cash collections generated by the outpatient dialysis centers.

Sources of revenue—concentrations and risks

Our U.S. dialysis revenues represent approximately 91% of our consolidated revenues for the year ended December 31, 2020. Our U.S. dialysis revenues are derived primarily from our core business of providing dialysis services and related laboratory services and, to a lesser extent, the administration of pharmaceuticals and management fees generated from providing management and administrative services to certain outpatient dialysis centers, as discussed above.

The sources of our U.S. dialysis revenues are principally from government-based programs, including Medicare and Medicare Advantage plans, Medicaid and managed Medicaid plans and commercial insurance plans. Our largest source of revenue is from Medicare and Medicare Advantage plans which accounted for 57% of our overall U.S. dialysis patient services revenues for the year ended December 31, 2020. Other sources of our U.S. dialysis patient services revenues for the year ended December 31, 2020, were from commercial payors (including hospital inpatient dialysis services) accounting for 32% of revenues, Medicaid and managed Medicaid plans accounting for 7% of our revenues and other government programs accounting for 4% of our revenues.

Medicare revenue

Medicare ESRD revenue

Government dialysis related payment rates in the U.S. are principally determined by federal Medicare and state Medicaid policy. For patients with Medicare coverage, all ESRD payments for dialysis treatments are made under a single bundled payment rate which provides a fixed payment rate to encompass all goods and services provided during the dialysis treatment that are related to the dialysis treatment, including certain pharmaceuticals, such as Epogen® (EPO), vitamin D analogs and iron supplements, irrespective of the level of pharmaceuticals administered to the patient or additional services performed. Prior to January 2021, calcimimetics, a drug class taken by many patients with ESRD to treat mineral bone disorder, was separately billable through a transitional drug add-on payment adjustment (TDAPA); however, since January 1, 2021 and as described more fully below, calcimimetics has been included in the ESRD bundled payment. Most lab services are also included in the bundled payment.

Under this ESRD Prospective Payment System (PPS), the bundled payments to a dialysis facility may be reduced by as much as 2% based on the facility's performance in specified quality measures set annually by CMS through its QIP. CMS established QIP through the Medicare Improvements for Patients and Providers Act of 2008 to promote high quality services in outpatient dialysis facilities treating patients with ESRD. QIP associates a portion of Medicare reimbursement directly with a facility's performance on quality of care measures. Reductions in Medicare reimbursement result when a facility's overall score on applicable measures does not meet established standards. The bundled payment rate is also adjusted for certain patient characteristics, a geographic usage index and certain other factors.

Uncertainty about future payment rates remains a material risk to our business, as well as the potential implementation of or changes in coverage determinations or other rules or regulations by CMS or Medicare Administrative Contractors that may impact reimbursement. An important provision in the Medicare ESRD statute is an annual adjustment, or market basket update, to the ESRD PPS base rate. Absent action by Congress, the ESRD PPS base rate is automatically updated annually by a formulaic inflation adjustment.

On September 18, 2020, pursuant to the 2019 Executive Order, CMS, through CMMI, published the final ESRD Treatment Choices mandatory payment model (ETC). The ETC launched on January 1, 2021, and will be administered through CMMI and in approximately 30% of dialysis clinics across the country.

On November 9, 2020, CMS issued a final rule to update the ESRD PPS payment rate and policies. Among other things, the rule provided for the inclusion of calcimimetics in the ESRD bundled payment as described above; specified TDAPAs for certain new renal dialysis drugs and biological products; and amended the reporting measures in the ESRD QIP. CMS estimates that the overall impact of the final rule will increase ESRD facilities' average reimbursement by 1.6% in 2021.

As a result of the Budget Control Act of 2011 (BCA) and subsequent activity in Congress, a $1.2 trillion sequester (across-the-board spending cuts) in discretionary programs took effect in 2013 reducing Medicare payments by 2%, which was subsequently extended through fiscal year 2027. The CARES Act that was signed into law on March 27, 2020 included a provision that suspended the 2% Medicare sequestration from May 1, 2020 through December 31, 2020, and the Consolidated Appropriations Act, 2021 signed into law on December 27, 2020 extended the suspension of the 2% Medicare sequestration until March 31, 2021. In the year ended December 31, 2020, our revenues increased due to this suspension and we estimate that this suspension will increase our revenues while it remains in effect. When the temporary suspension is no longer in effect the across-the-board spending cuts of the BCA will continue to adversely affect our business, results of operations, financial condition and cash flows.

ESRD patients receiving dialysis services become eligible for primary Medicare coverage at various times, depending on their age or disability status, as well as whether they are covered by a commercial insurance plan. Generally, for a patient not covered by a commercial insurance plan, Medicare becomes the primary payor for ESRD patients receiving dialysis services either immediately or after a three-month waiting period. For a patient covered by a commercial insurance plan, Medicare generally becomes the primary payor after 33 months, which includes the three-month waiting period, or earlier if the patient's commercial insurance plan coverage terminates. When Medicare becomes the primary payor, the payment rates we receive for

that patient shift from the commercial insurance plan rates to Medicare payment rates, which are on average significantly lower than commercial insurance rates.

Medicare pays 80% of the amount set by the Medicare system for each covered dialysis treatment. The patient is responsible for the remaining 20%. In most cases, a secondary payor, such as Medicare supplemental insurance, a state Medicaid program or a commercial health plan, covers all or part of these balances. Some patients who do not qualify for Medicaid, but otherwise cannot afford secondary insurance in the form of a Medicare Supplement Plan, can apply for premium payment assistance from charitable organizations to obtain secondary coverage. If a patient does not have secondary insurance coverage, we are generally unsuccessful in our efforts to collect from the patient the remaining 20% portion of the ESRD composite rate that Medicare does not pay. However, we are able to recover some portion of this unpaid patient balance from Medicare through an established cost reporting process by identifying these Medicare bad debts on each center's Medicare cost report.

In recent years, federal legislative and executive action has been focused on developing new models of kidney care for Medicare beneficiaries. For additional detail on these and other developments in models of care, see the discussion below under the heading "*—New models of care and Medicare and Medicaid program reforms*."

Medicare Advantage revenue

Medicare Advantage (MA, managed Medicare or Medicare Part C) plans are offered by private health insurers who contract with CMS to provide their members with Medicare Part A, Part B and/or Part D benefits. These MA plans include health maintenance organizations, preferred provider organizations, private fee-for-service organizations, special needs plans (SNPs) or Medicare medical savings account plans. The 21st Century Cures Act (the Cures Act) included a provision that, effective January 1, 2021, allows Medicare-eligible beneficiaries with ESRD to choose coverage under an MA plan. Prior to the Cures Act, MA plans were only available to ESRD patients if the patient was remaining on an MA plan that they had enrolled in prior to being diagnosed with ESRD, or in certain other limited situations such as a SNP. As a result, this provision under the Cures Act could broaden access for Medicare ESRD patients to certain enhanced benefits offered by MA plans. MA plans usually provide reimbursement to us at a negotiated rate that is generally higher than Medicare FFS rates.

Medicaid revenue

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

Commercial revenue

Before a patient becomes eligible to elect to have Medicare as their primary payor for dialysis services, a patient's commercial insurance plan, if any, is generally responsible for payment of such dialysis services for up to the first 33 months, as discussed above. Although commercial payment rates vary, average commercial payment rates established under commercial contracts are generally significantly higher than Medicare rates. The payments we receive from commercial payors generate nearly all of our profits and all of our non-hospital dialysis profits come from commercial payors. Payment methods from commercial payors can include a single lump-sum per treatment, referred to as bundled rates, or in other cases separate payments for dialysis treatments and pharmaceuticals, if used as part of the treatment, referred to as FFS rates. Commercial payment rates are the result of negotiations between us and insurers or third-party administrators. Our out-of-network payment rates are on average higher than in-network commercial contract payment rates. Some of our commercial contracts pay us under a single bundled payment rate for all dialysis services provided to covered patients. However, some of our commercial contracts also pay us for certain other services and pharmaceuticals in addition to the bundled payment. Our commercial contracts typically contain annual price escalator provisions.

Approximately 25% of our U.S. dialysis patient services revenues and approximately 10% of our U.S. dialysis patients are associated with non-hospital commercial payors for the year ended December 31, 2020. Non-hospital commercial patients as a percentage of our total U.S. dialysis patients for 2020 were relatively flat compared to 2019. Less than 1% of our U.S. dialysis revenues are due directly from patients. There is no single commercial payor that accounted for more than 10% of total U.S. dialysis revenues for the year ended December 31, 2020. See Note 2 to the consolidated financial statements included in this report for disclosure on our concentration related to our commercial payors on a total consolidated revenue basis.

Both the number of our patients under commercial plans and the rates under these commercial plans are subject to change based on a number of factors. These factors include, among others, a highly competitive rate environment that shapes our ongoing negotiations with commercial payors; changes in commercial plan design; and the health of the U.S. economy including the continuing impact of COVID-19 and efforts to contain the virus. In addition, changes in state and federal legislation, regulations, rules, laws, guidance or other requirements may impact the availability and scope of commercial insurance, including, among others, developments that impact the healthcare exchanges introduced by the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010 (Affordable Care Act (ACA)) and commercial payor participation in that marketplace as well as developments that impact the availability of charitable premium assistance. For additional detail on the potential impact of these factors on our commercial revenue, see the risk factors in Item 1A Risk Factors under the headings "*Our business is subject to a complex series of governmental laws, regulations and requirements and any failure to adhere to those requirements, or any changes in those requirements, could have a material adverse effect on our business, results of operations, financial condition and cash flows, could materially harm our stock price, and in some circumstances, could materially harm our reputation"; "Changes in federal and state healthcare legislation or regulations could have a material adverse effect on our business, results of operations, financial condition and cash flows"; "We continuously have ongoing negotiations with commercial payors, and if the average rates that commercial payors pay us decline significantly, if patients in commercial plans are subject to restriction in plan designs or if we are unable to maintain contracts with payors with competitive terms, including, without limitation, reimbursement rates, scope and duration of coverage and in-network benefits, it would have a material adverse effect on our business, results of operations, financial condition and cash flows"; "If the number or percentage of patients with higher-paying commercial insurance declines, it could have a material adverse effect on our business, results of operations, financial condition and cash flows"; and "We face various risks related to the dynamic and evolving novel coronavirus pandemic, any of which may have a material adverse impact on us."*

Revenue from other pharmaceuticals

Effective January 1, 2018, both oral and intravenous forms of calcimimetics became the financial responsibility of our U.S. dialysis business for our Medicare patients and are reimbursed under Medicare Part B. Since the effective date through December 31, 2020, the oral and intravenous forms of calcimimetics were separately reimbursed through a TDAPA and not as part of the ESRD PPS bundled payment. These separate reimbursement payments for calcimimetics were subject to change on an annual basis. During the initial pass-through TDAPA period, Medicare payments were based on a pass-through rate of the average sales price plus approximately 6% before sequestration (or 4% adjusted for sequestration), and in 2020 they were based on a pass-through rate of the average sales price plus 0%, before sequestration. As expected, as of January 1, 2021, calcimimetics was entered into the ESRD PPS bundled payment.

Physician relationships

Joint venture partners

We own and operate certain of our dialysis centers through entities that are structured as joint ventures. We generally hold controlling interests in these joint ventures, with certain nephrologists, hospitals, management services organizations, and/or other healthcare providers holding minority equity interests. These joint ventures are typically formed as limited liability companies. For the year ended December 31, 2020, revenues from joint ventures in which we have a controlling interest represented approximately 27% of our net U.S. dialysis revenues. We expect to continue to enter into new U.S. dialysis-related joint ventures in the ordinary course of business.

Community physicians

An ESRD patient generally seeks treatment at an outpatient dialysis center near their home where their treating nephrologist has practice privileges. Our relationships with local nephrologists and our ability to provide quality dialysis services and to meet the needs of their patients are key factors in the success of our dialysis operations. Over 5,400 nephrologists currently refer patients to our outpatient dialysis centers.

Medical directors

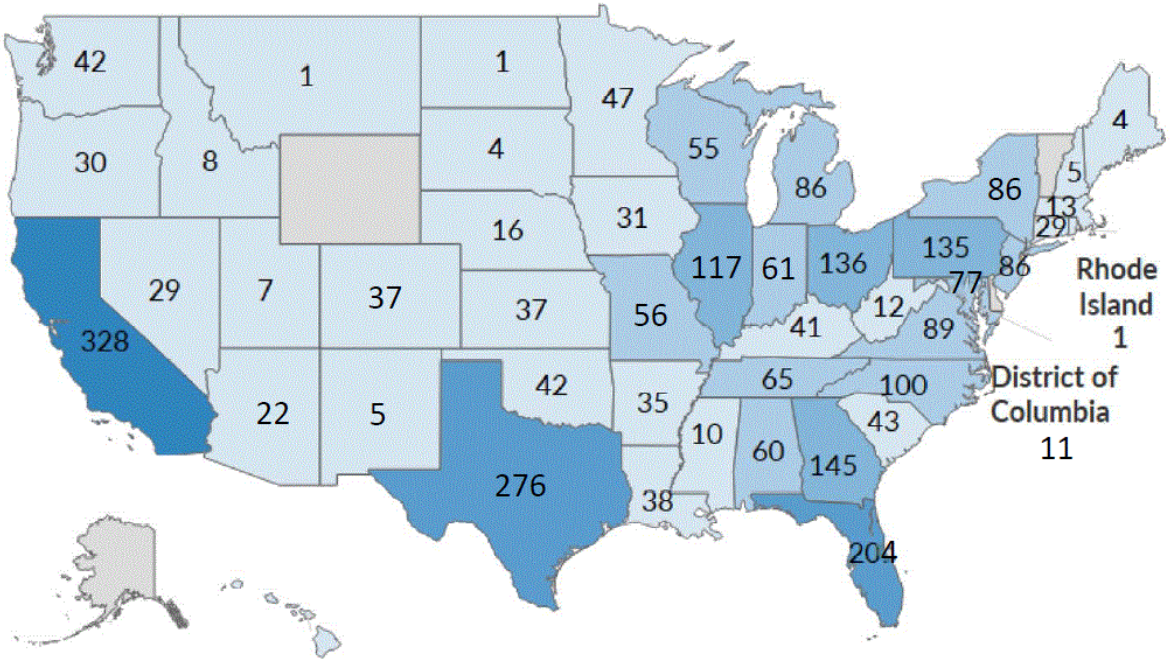
Participation in the Medicare ESRD program requires that dialysis services at an outpatient dialysis center be under the general supervision of a medical director. Per these requirements, this individual is usually a board certified nephrologist. We have engaged physicians or groups of physicians to serve as medical directors for each of our outpatient dialysis centers. At some outpatient dialysis centers, we also separately contract with one or more other physicians or groups to serve as assistant or associate medical directors over other modalities such as home dialysis. We have over 1,000 individual physicians and physician groups under contract to provide medical director services.

Medical directors for our dialysis centers enter into written contracts with us that specify their duties and fix their compensation generally for periods of ten years. The compensation of our medical directors is the result of arm's length negotiations, consistent with fair market value, and generally depends upon an analysis of various factors such as the physician's duties, responsibilities, professional qualifications and experience, as well as the time and effort required to provide such services.

Our medical director contracts and joint venture operating agreements generally include covenants not to compete or own interests in other competing outpatient dialysis centers within a defined geographic area for various time periods, as applicable. These non-compete agreements do not restrict or limit the physicians from practicing medicine or prohibit the physicians from referring patients to any outpatient dialysis center, including competing centers.

Location of our U.S. dialysis centers

As of December 31, 2020, we operated or provided administrative services to a total of 2,816 U.S. outpatient dialysis centers. A total of 2,763 of such centers are consolidated in our financial statements. Of the remaining 53 non-consolidated U.S. outpatient dialysis centers, we own a noncontrolling interest in 50 centers and provide management and administrative services to three centers that are wholly-owned by third parties. The locations of the 2,763 U.S. outpatient dialysis centers consolidated in our financial statements at December 31, 2020, were as follows:



Ancillary services and strategic initiatives, including our international operations

Our ancillary services and strategic initiatives relate primarily to our core business of providing kidney care services and, as of December 31, 2020, consisted primarily of integrated kidney care, physician services, ESCO joint ventures (ESCO JVs), and clinical research programs, as well as our international operations.

Ancillary Services and Strategic Initiatives

We have made and continue to make investments in building our integrated care capabilities, including the operation of certain strategic business initiatives that are intended to integrate care amongst healthcare participants across the renal care continuum from chronic kidney disease (CKD) to ESRD to kidney transplant. Through improved technology and data sharing, as well as an increasing focus on value-based contracting and care, these initiatives seek to bring together physicians, nurses, dieticians, pharmacists, hospitals, dialysis clinics, transplant centers and payors with a view towards improving clinical outcomes for our patients and reducing the overall cost of comprehensive kidney care.

- *Integrated Kidney Care services.* VillageHealth DM, LLC, also doing business as DaVita Integrated Kidney Care (DaVita IKC), provides advanced integrated care management services to health plans and government programs for members/beneficiaries diagnosed with ESRD, chronic kidney disease, and/or poly-comorbid conditions. Through a combination of clinical coordination, innovative interventions, predictive analytics, medical claims analysis and information technology, we endeavor to assist our customers and patients in obtaining superior renal healthcare and improved clinical outcomes, as well as helping to reduce overall medical costs. Integrated kidney care management revenues from commercial and Medicare Advantage insurers can be based upon either an established contract fee recognized as earned over the contract period, or related to the operation of value-based programs, including pay for performance, shared savings, and capitation contracts. DaVita IKC also contracts with payors to operate Medicare Advantage ESRD Special Needs Plans to provide ESRD patients full service healthcare. We are at risk for all medical costs of the program in excess of the capitation payments. DaVita IKC supports our ESCO joint ventures, and more recently has been provisionally accepted to participate in one of the voluntary payment models administered by CMMI.

- *Physician services.* Nephrology Practice Solutions (NPS) is an independent business that partners with physicians committed to providing outstanding clinical and integrated care to patients. NPS provides nephrologist recruitment and staffing services in select markets which are billed on a per search basis. NPS also offers physician practice management services to nephrologists under administrative services agreements. These services include physician practice management, billing and collections, credentialing, coding, and other support services that enable physician practices to increase efficiency and manage their administrative needs. Additionally, NPS owns and operates nephrology practices in multiple states. Fees generated from these services are recognized as earned typically based upon flat fees or cash collections generated by the physician practice.

- *ESCO JVs.* Certain of our dialysis clinics have entered into partnerships with various nephrology practices, health systems, and other providers to establish three ESCO JVs in Phoenix-Tucson Arizona, South Florida, and Philadelphia Pennsylvania-Camden, New Jersey. The ESCO JVs were formed under the CMS Innovation Center’s CEC Model, a demonstration to assess the impact of care coordination for ESRD patients in a dialysis-center oriented ACO setting. Each ESCO JV has a shared risk arrangement with CMS and the programs are evaluated on a performance year basis. The delivery of improved quality outcomes for patients and program savings depend on the contributions of the dialysis center teammates, nephrologists, health system and hospital partners, pharmacy providers, other primary care and specialty care providers and facilities, and integrated care management support from DaVita IKC, which is also the manager of the ESCO JVs. The CEC Model ended the South Florida ESCO JV program on December 31, 2020, while the Phoenix-Tucson Arizona and Philadelphia Pennsylvania-Camden, New Jersey programs are scheduled to end on March 31, 2021.

- *Clinical research programs.* DaVita Clinical Research (DCR) is a provider-based specialty clinical research organization with a full spectrum of services for clinical drug research and device development. DCR uses its extensive, applied database and real-world healthcare experience to assist in the design, recruitment and completion of retrospective and prospective pragmatic and clinical trials. Revenues are based upon an established fee per study, as determined by contract with drug companies and other sponsors and are recognized as earned according to the contract terms.

For additional discussion of our ancillary services and strategic initiatives, see Item 7, "*Management’s Discussion and Analysis of Financial Condition and Results of Operations*".

International dialysis operations

As of December 31, 2020, we operated or provided administrative services to a total of 321 outpatient dialysis centers, which includes consolidated and nonconsolidated centers located in ten countries outside of the U.S., serving approximately 36,200 patients. Our international dialysis operations have continued to grow steadily and expand as a result of acquiring and developing outpatient dialysis centers in various strategic markets. Our international operations are included as part of our ancillary services and strategic initiatives.

The locations of our international outpatient dialysis centers are as follows:

Brazil	69
Poland	68
Germany	59
Malaysia[(1)]	39
Colombia	28
Saudi Arabia	23
United Kingdom	21
Portugal	9
Singapore[(1)]	3
China[(1)]	2
	321

(1) Includes centers that are operated or managed by our Asia Pacific joint venture (APAC JV).

Corporate administrative support

Corporate administrative support consists primarily of labor, benefits and long-term incentive compensation costs for departments which provide support to all of our different operating lines of business. These expenses are included in our consolidated general and administrative expenses.

Government regulation

We operate in a complex regulatory environment with an extensive and evolving set of federal, state and local governmental laws, regulations and other requirements. These laws, regulations and other requirements are promulgated and overseen by a number of different legislative, regulatory, administrative and quasi-regulatory bodies, each of which may have varying interpretations, judgments or related guidance. As such, we utilize considerable resources on an ongoing basis to monitor, assess and respond to applicable legislative, regulatory and administrative requirements, but there is no guarantee that we will be successful in our efforts to adhere to all of these requirements. Additional discussion on certain of these laws, regulations and other requirements is set forth below in this section.

The foregoing are each themselves comprised of numerous associated regulations or other requirements that have varying levels of impact on our business. If any of our personnel, representatives or operations are found to violate these laws, regulations or other requirements, we could suffer severe consequences that would have a material adverse effect on our business, results of operations, financial condition and cash flows, and could materially harm our reputation and stock price, including, among others:

- Loss of required certifications, suspension or exclusion from or termination of our participation in government programs (including Medicare, Medicaid and CMMI demonstration programs);
- Refunds of amounts received in violation of law or applicable payment program requirements dating back to the applicable statute of limitation periods;
- Loss of licenses required to operate healthcare facilities or administer pharmaceuticals in the states in which we operate;
- Reductions in payment rates or coverage for dialysis and ancillary services and pharmaceuticals;
- Criminal or civil liability, fines, damages or monetary penalties, which could be material and/or could materially harm our reputation or stock price;

- Imposition of corporate integrity agreements or consent agreements;
- Enforcement actions, investigations, or audits by governmental agencies and/or state law claims for monetary damages by patients who believe their protected health information (PHI) has been used, disclosed or not properly safeguarded in violation of federal or state patient privacy laws, including, among others, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy Act of 1974;
- Mandated changes to our practices or procedures that significantly increase operating expenses that could subject us to ongoing audits and reporting requirements as well as increased scrutiny of our billing and business practices, which could lead to potential fines, among other things;
- Termination of various relationships and/or contracts related to our business, such as joint venture arrangements, medical director agreements, real estate leases and consulting agreements with physicians; and
- Harm to our reputation which could negatively impact our business relationships and stock price, affect our ability to attract and retain patients, physicians and teammates, affect our ability to obtain financing and decrease access to new business opportunities, among other things.

We expect that our industry will continue to be subject to extensive and complex regulation, the scope and effect of which are difficult to predict. We are currently subject to various legal proceedings, such as lawsuits, investigations, audits and inquiries by various government and regulatory agencies, as further described in Note 16 to the consolidated financial statements, and our operations and activities could be reviewed or challenged by regulatory authorities at any time in the future. For additional detail on risks related to each of the foregoing, see the discussion in Item 1A. Risk Factors under the headings, "*Our business is subject to a complex set of governmental laws, regulations and other requirements and any failure to adhere to those requirements, or any changes in those requirements, could have a material adverse effect on our business, results of operations, financial condition and cash flows, could materially harm stock price, and in some circumstances, could materially harm our reputation"; and "We are, and may in the future be, a party to various lawsuits, demands, claims, qui tam suits, governmental investigations and audits and other legal matters, any of which could result in, among other things, substantial financial penalties or awards against us, mandated refunds, substantial payments made by us, required changes to our business practices, exclusion from future participation in Medicare, Medicaid and other healthcare programs and possible criminal penalties, any of which could have a material adverse effect on our business, results of operations, financial condition, cash flows, reputation and stock price."*

Licensure and Certification

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

We have experienced some delays in obtaining Medicare certifications from CMS, though recent changes by CMS in the prioritizing of dialysis providers as well as legislation allowing private entities to perform initial dialysis facility surveys for certification has helped to decrease or limit certain delays.

In addition, in November 2019, CMS finalized updates to the Provider Enrollment Rule creating onerous disclosure obligations for all providers enrolled in Medicare, Medicaid and the Children's Health Insurance Plan (CHIP). The final rule implements greater revocation authority and increases the bar for re-enrollment for providers who are terminated from the Medicare program. It also institutes penalties for providers who submit incomplete or inaccurate information or who have affiliations with other providers that CMS has determined pose undue risk of fraud, waste or abuse. If we fail to comply with these and other applicable requirements on our licensure and certification programs, particularly in light of increased penalties that include a 10-year bar to re-enrollment, under certain circumstances it could have a material adverse impact on our business, results of operations, financial condition, cash flows and reputation.

Federal Anti-Kickback Statute

The federal Anti-Kickback Statute prohibits, among other things, knowingly and willfully offering, paying, soliciting or receiving remuneration, directly or indirectly, in cash or kind, to induce or reward either the referral of an individual for, or the purchase, or order or recommendation of, any good or service, for which payment may be made under federal and state healthcare programs such as Medicare and Medicaid.

Federal criminal penalties for the violation of the federal Anti-Kickback Statute include imprisonment, fines and exclusion of the provider from future participation in the federal healthcare programs, including Medicare and Medicaid. Violations of the federal Anti-Kickback Statute are punishable by imprisonment for up to ten years and fines of up to $100,000 or both. Larger fines can be imposed upon corporations under the provisions of the U.S. Sentencing Guidelines and the Alternate Fines Statute. Individuals and entities convicted of violating the federal Anti-Kickback Statute are subject to mandatory exclusion from participation in Medicare, Medicaid and other federal healthcare programs for a minimum of five years. Civil penalties for violation of this law include up to $100,000 in monetary penalties per violation, repayments of up to three times the total payments between the parties to the arrangement and suspension from future participation in Medicare and Medicaid. Court decisions have held that the statute may be violated even if only one purpose of remuneration is to induce referrals. The ACA amended the federal Anti-Kickback Statute to clarify the intent that is required to prove a violation. Under the statute as amended, the defendant may not need to have actual knowledge of the federal Anti-Kickback Statute or have the specific intent to violate it. In addition, the ACA amended the federal Anti-Kickback Statute to provide that any claims for items or services resulting from a violation of the federal Anti-Kickback Statute are considered false or fraudulent for purposes of the False Claims Act (FCA).

The federal Anti-Kickback Statute includes statutory exceptions and regulatory safe harbors that protect certain arrangements. Business transactions and arrangements that are structured to comply fully with an applicable safe harbor do not violate the federal Anti-Kickback Statute. Transactions and arrangements that do not satisfy all elements of a relevant safe harbor do not necessarily violate the law. When an arrangement does not satisfy a safe harbor, the arrangement must be evaluated on a case-by-case basis in light of the parties' intent and the arrangement's potential for abuse. Arrangements that do not satisfy a safe harbor may be subject to greater scrutiny by enforcement agencies.

On November 20, 2020, HHS' Office of Inspector General (OIG) and CMS released a final rule implementing modifications to the Federal Anti-Kickback Statute and Civil Monetary Penalties Statute that are intended to promote value-based and coordinated care arrangements as well as reduce other regulatory burdens. The changes implemented by the final rules went into effect on January 19, 2021. We continue to assess the anticipated impact of these modifications on our business, results of operations and financial condition.

DaVita and its subsidiaries enter into several arrangements with physicians and other potential referral sources, that potentially implicate the Anti-Kickback Statute, such as:

Medical director agreements. Because our medical directors may refer patients to our dialysis centers, our arrangements with these physicians are designed to substantially comply with the safe harbor for personal service arrangements. Although we endeavor to structure the Medical Director Agreements we enter into with physicians to substantially comply with the safe harbor for personal service arrangements, including the requirement that compensation be consistent with fair market value, the safe harbor requires that when services are provided on a part-time basis, the agreement must specify the schedule of intervals of services, and their precise length and the exact charge for such services. Because of the nature of our medical directors' duties, it is impossible to fully satisfy this technical element of the safe harbor. As a result, these arrangements could be subject to scrutiny since they do not expressly describe the schedule of part-time services to be provided under the arrangement.

Joint ventures. As noted above, we own a controlling interest in numerous U.S. dialysis related joint ventures. Our internal policies, procedures, and template agreements were developed and are utilized for compliance with the Anti-Kickback Statute. However, we recognize that at times these joint ventures do not fully satisfy all of the requirements of the safe harbor for investments in small entities. Although failure to comply with a safe harbor does not render an arrangement illegal under the federal Anti-Kickback Statute, an arrangement that does not operate within a safe harbor may be subject to scrutiny by both federal and state government enforcement agencies including the OIG and the Department of Justice (DOJ). Joint ventures that fall outside the safe harbors are evaluated on a case-by-case basis under the federal Anti-Kickback Statute.

Lease arrangements. We lease space from entities in which physicians, hospitals or medical groups hold ownership interests, and we sublease space to referring physicians. We endeavor to structure these arrangements to comply with the federal Anti-Kickback Statute safe harbor for space rentals in all material respects.

Consulting agreements. From time to time, we enter into consulting agreements with physicians. Engaged physicians provide services including providing input on processes, services and protocols as well as providing education on assorted topics. We endeavor to structure these arrangements to comply with the federal Anti-Kickback Statute safe harbor for personal services in all material respects.

Employment and coverage agreements. Our subsidiary Nephrology Practice Solutions and its affiliated entities employs and contracts with physicians and Advanced Practice Providers to provide administrative and clinical services. We endeavor to structure these arrangements to comply with the federal Anti-Kickback Statute safe harbor for employment and personal services in all material respects.

Common stock. Some referring physicians may own our common stock. We believe that these interests materially satisfy the requirements of the Anti-Kickback Statute safe harbor for investments in large publicly traded companies.

Discounts. Our dialysis centers and subsidiaries sometimes acquire certain items and services at a discount that may be reimbursed by a federal healthcare program. We endeavor to structure our vendor contracts that include discount or rebate provisions to comply with the federal Anti-Kickback Statute safe harbor for discounts.

If any of our business transactions or arrangements, including those described above, were found to violate the federal Anti-Kickback Statute, we, among other things, could face criminal, civil or administrative sanctions, including possible exclusion from participation in Medicare, Medicaid and other state and federal healthcare programs. Any findings that we have violated these laws could have a material adverse impact on our business, results of operations, financial condition, cash flows, reputation and stock price.

Stark Law

The Stark Law prohibits a physician who has a financial relationship, or who has an immediate family member who has a financial relationship, with entities providing Designated Health Services (DHS), from referring Medicare and Medicaid patients to such entities for the furnishing of DHS, unless an exception applies. DHS is defined to mean any of the following enumerated items or services; clinical laboratory services; physical therapy services; occupational therapy services; radiology services, including magnetic resonance imaging, computerized axial tomography scans, and ultrasound services; radiation therapy services and supplies; durable medical equipment and supplies; parenteral and enteral nutrients, equipment, and supplies; prosthetics, orthotics and prosthetic devices and supplies; home health services; outpatient prescription drugs; inpatient and outpatient hospital services; and outpatient speech-language pathology services. The types of financial arrangements between a physician and a DHS entity that trigger the self-referral prohibitions of the Stark Law are broad and include direct and indirect ownership and investment interests and compensation arrangements. The Stark Law also prohibits the DHS entity receiving a prohibited referral from presenting, or causing to be presented, a claim or billing for the services arising out of the prohibited referral. The prohibition applies regardless of the reasons for the financial relationship and the referral; unlike the federal Anti-Kickback Statute, intent to induce referrals is not required. If the Stark Law is implicated, the financial relationship must fully satisfy a Stark Law exception. If an exception is not satisfied, then the parties to the arrangement could be subject to sanctions. Sanctions for violation of the Stark Law include denial of payment for claims for services provided in violation of the prohibition, refunds of amounts collected in violation of the prohibition, a civil penalty of up to $15,000 for each service arising out of the prohibited referral, a civil penalty of up to $100,000 against parties that enter into a scheme to circumvent the Stark Law prohibition, civil assessment of up to three times the amount claimed, and potential exclusion from the federal healthcare programs, including Medicare and Medicaid. Amounts collected for prohibited claims must be reported and refunded generally within 60 days after the date on which the overpayment was identified. Furthermore, Stark Law violations and failure to return overpayments timely can form the basis for FCA liability as discussed below.

The definition of DHS under the Stark Law excludes services paid under a composite rate, even if some of the components bundled in the composite rate are DHS. Although the ESRD bundled payment system is no longer titled a composite rate, we believe that the former composite rate payment system and the current bundled system are both composite systems excluded from the Stark Law. Since most services furnished to Medicare beneficiaries provided in our dialysis centers are reimbursed through a bundled rate, the services performed in our facilities generally are not DHS, and the Stark Law referral prohibition does not apply to those services. Certain separately billable drugs (drugs furnished to an ESRD patient that are not for the treatment of ESRD that CMS allows our centers to bill for using the so-called AY modifier) may be considered DHS. However, we have implemented certain billing controls designed to limit DHS being billed out of our dialysis clinics. Likewise, the definition of inpatient hospital services, for purposes of the Stark Law, also excludes inpatient dialysis performed in hospitals that are not certified to provide ESRD services. Consequently, our arrangements with such hospitals for the provision of dialysis services to hospital inpatients do not trigger the Stark Law referral prohibition.

In addition, although prescription drugs are DHS, there is an exception in the Stark Law for calcimimetics, EPO and other specifically enumerated dialysis drugs when furnished in or by an ESRD facility such that the arrangement for the furnishing of the drugs does not violate the Stark Law.

We have entered into several types of financial relationships with referring physicians, including compensation arrangements. If our dialysis centers were to bill for a non-exempted drug and the financial relationships with the referring physician did not satisfy an exception, we could be required to change our practices, face civil penalties, pay substantial fines, return certain payments received from Medicare and beneficiaries or otherwise experience a material adverse effect as a result of a challenge to payments made pursuant to referrals from these physicians under the Stark Law. Additionally, certain of our subsidiaries, were they to bill DHS, would implicate the Stark Law. As such we endeavor to structure arrangements with relevant physicians to fit within the existing exceptions to the Stark Law. If we were to fail to satisfy an applicable exception,

we could similarly be required to change practices, face penalties and fines, return certain payments or otherwise face adverse consequences.

On December 2, 2020, CMS released a final rule implementing modifications to the Stark Law. The purpose of these modifications is to promote value-based and coordinated care arrangements as well as reduce other regulatory burdens. The changes implemented by the final rules went into effect on January 19, 2021. We continue to assess the anticipated impact of these modifications on our business, results of operations and financial condition.

Medical director agreements. We endeavor to structure our medical director agreements to satisfy the personal services arrangement exception to the Stark Law. While we believe that the compensation provisions included in our medical director agreements are the result of arm's length negotiations and result in fair market value payments for medical director services, an enforcement agency could nevertheless challenge the level of compensation that we pay our medical directors.

Lease agreements. We lease space from entities in which referring physicians hold interests and we sublease space to referring physicians at some of our dialysis centers. The Stark Law provides an exception for lease arrangements if specific requirements are met. We endeavor to structure our leases and subleases with referring physicians to satisfy the requirements for this exception.

Consulting agreements. From time to time, we enter into consulting agreements with physicians. Engaged physicians provide services including providing input on processes, services and protocols as well as providing education on assorted topics. We endeavor to structure these arrangements to comply with the Stark Law exception for personal services.

Employment agreements. We employ physicians to provide administrative and clinical services. We endeavor to structure these arrangements to comply with the relevant Stark Law exceptions.

Common stock. Some referring physicians may own our common stock. We believe that these interests satisfy the Stark Law exception for investments in large publicly traded companies.

Joint ventures. Some of our referring physicians also own equity interests in entities that operate our dialysis centers and subsidiaries. We believe that none of the Stark Law exceptions applicable to physician ownership interests in entities to which they make DHS referrals apply to the kinds of ownership arrangements that referring physicians hold in several of our subsidiaries that operate dialysis centers. Accordingly, these dialysis centers do not bill Medicare for DHS, if any, when provided based on the referral from any physician owners. If the dialysis centers bill for DHS referred by physician owners, the dialysis centers or subsidiaries could be subject to the Stark Law penalties described above unless a relevant exception to the Stark Law applies.

Ancillary services. The operations of our ancillary and subsidiary businesses are also subject to compliance with the Stark Law, and any failure to comply with these requirements, particularly in light of the strict liability nature of the Stark Law, could subject these operations to the Stark Law penalties and sanctions described above.

If CMS or other regulatory or enforcement authorities determined that we have submitted claims in violation of the Stark Law, or otherwise violated the Stark Law, we would be subject to the penalties described above. In addition, it might be necessary to restructure existing compensation agreements with our medical directors and to repurchase or to request the sale of ownership interests in subsidiaries and partnerships held by referring physicians or, alternatively, to refuse to accept referrals for DHS from these physicians, or take other actions to modify our operations. Any such penalties and restructuring or other required actions could have a material adverse effect on our business, results of operations, financial condition, cash flows, stock price and reputation.

Fraud and abuse under state law

Some states in which we operate dialysis centers have laws prohibiting physicians from holding financial interests in various types of medical facilities to which they refer patients. Some of these laws could potentially be interpreted broadly as prohibiting physicians who hold shares of our publicly traded stock or are physician owners from referring patients to our dialysis centers if the centers use our laboratory subsidiary to perform laboratory services for their patients or do not otherwise satisfy an exception to the law. States also have laws similar to or stricter than the federal Anti-Kickback Statute that may affect our ability to receive referrals from physicians with whom we have financial relationships, such as our medical directors. Some state anti-kickback laws also include civil and criminal penalties. Some of these laws include exemptions that may be applicable to our medical directors and other physician relationships or for financial interests limited to shares of publicly traded stock. Some, however, may include no explicit exemption for certain types of agreements and/or relationships entered into with physicians. If these laws are interpreted to apply to referring physicians with whom we contract for medical director and similar services, to referring physicians with whom we hold joint ownership interests or to referring physicians who hold interests in

DaVita Inc. limited solely to our publicly traded stock, and for which no applicable exception exists, we may be required to terminate or restructure our relationships with or refuse referrals from these referring physicians and could be subject to criminal, civil and administrative sanctions, refund requirements and exclusions from government healthcare programs, including Medicare and Medicaid, which could have a material adverse effect on our business, results of operations, financial condition, cash flows, reputation and stock price.

Corporate Practice of Medicine and Fee-Splitting

There are states in which we operate that have laws that prohibit business entities, such as our Company and our subsidiaries, from practicing medicine, employing physicians to practice medicine or exercising control over medical decisions by physicians (known collectively as the corporate practice of medicine). These states also prohibit entities from engaging in certain financial arrangements, such as fee-splitting, with physicians. In some states these prohibitions are expressly stated in a statute or regulation, while in other states the prohibition is a matter of judicial or regulatory interpretation. Violations of the corporate practice of medicine vary by state and may result in physicians being subject to disciplinary action, as well as to forfeiture of revenues from payors for services rendered. For lay entities, violations may also bring both civil and, in more extreme cases, criminal liability for engaging in medical practice without a license. Some of the relevant laws, regulations, and agency interpretations in states with corporate practice of medicine restrictions have been subject to limited judicial and regulatory interpretation. Moreover, state laws are subject to change.

False Claims Act

The federal FCA is a means of policing false bills or false requests for payment in the healthcare delivery system. In part, the FCA authorizes the imposition of up to three times the government's damages and civil penalties on any person who, among other acts:

- Knowingly presents or causes to be presented to the federal government, a false or fraudulent claim for payment or approval;
- Knowingly makes, uses or causes to be made or used, a false record or statement material to a false or fraudulent claim;
- Knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay the government, or knowingly conceals or knowingly and improperly, avoids or decreases an obligation to pay or transmit money or property to the federal government; or
- Conspires to commit the above acts.

In addition, amendments to the FCA impose severe penalties for the knowing and improper retention of overpayments collected from government payors. Under these provisions, within 60 days of identifying and quantifying an overpayment, a provider is required to follow certain notification and repayment processes. An overpayment impermissibly retained could subject us to liability under the FCA, exclusion from government healthcare programs, and penalties under the federal Civil Monetary Penalty statute. As a result of these provisions, our procedures for identifying and processing overpayments may be subject to greater scrutiny.

On June 19, 2020, the DOJ issued a final rule announcing penalties for a violation of the FCA ranging from $11,665 to $23,331 for each false claim, plus up to three times the amount of damages caused by each false claim, which can be as much as the amounts received directly or indirectly from the government for each such false claim. The federal government has used the FCA to prosecute a wide variety of alleged false claims and fraud allegedly perpetrated against Medicare and state healthcare programs, including coding errors, billing for services not rendered, the submission of false cost reports, billing for services at a higher payment rate than appropriate, billing under a comprehensive code as well as under one or more component codes included in the comprehensive code and billing for care that is not considered medically necessary. The ACA provides that claims tainted by a violation of the federal Anti-Kickback Statute are false for purposes of the FCA. Some courts have held that filing claims or failing to refund amounts collected in violation of the Stark Law can form the basis for liability under the FCA. In addition to the provisions of the FCA, which provide for civil enforcement, the federal government can use several criminal statutes to prosecute persons who are alleged to have submitted false or fraudulent claims for payment to the federal government.

Civil Monetary Penalties Statute

The Civil Monetary Penalties Statute, 42 U.S.C. § 1320a-7a, authorizes the imposition of civil money penalties, assessments, and exclusion against an individual or entity based on a variety of prohibited conduct, including, but not limited to:

- Presenting, or causing to be presented, claims for payment to Medicare, Medicaid, or other third-party payors that the individual or entity knows or should know are for an item or service that was not provided as claimed or is false or fraudulent;
- Offering remuneration to a Federal healthcare program beneficiary that the individual or entity knows or should know is likely to influence the beneficiary to order or receive healthcare items or services form a particular provider;
- Arranging contracts with an entity or individual excluded from participation in the Federal healthcare programs;
- Violating the federal Anti-Kickback Statute;
- Making, using, or causing to be made or used, a false record or statement material to a false or fraudulent claim for payment for items and services furnished under a Federal healthcare program;
- Making, using, or causing to be made any false statement, omission, or misrepresentation of a material fact in any application, bid, or contract to participate or enroll as a provider of services or a supplier under a Federal healthcare program; and
- Failing to report and return an overpayment owed to the federal government.

Substantial civil monetary penalties may be imposed under the federal Civil Monetary Penalty Statute and vary, depending on the underlying violation. In addition, an assessment of not more than three times the total amount claimed for each item or service may also apply, and a violator may be subject to exclusion from Federal and state healthcare programs.

Foreign Corrupt Practices Act

We are subject to the provisions of the Foreign Corrupt Practices Act (FCPA) in the United States and similar laws in other countries, which generally prohibit companies and those acting on their behalf from making improper payments to foreign government officials for the purpose of obtaining or retaining business. A violation of the FCPA by us and/or our agents or representatives could result in, among other things, the imposition of fines and penalties, changes to our business practices, the termination of our contracts or debarment from bidding on contracts, and/or harm to our reputation, any of which could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Privacy and Security

The Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations, as amended by the federal Health Information Technology for Economic and Clinical Health Act (HITECH Act), (collectively referred to as HIPAA), require us to provide certain protections to patients and their health information. The HIPAA privacy and security regulations extensively regulate the use and disclosure of PHI and require covered entities, which include healthcare providers, to implement and maintain administrative, physical and technical safeguards to protect the security of such information. Additional security requirements apply to electronic PHI. These regulations also provide patients with substantive rights with respect to their health information.

The HIPAA privacy and security regulations also require us to enter into written agreements with certain contractors, known as business associates, to whom we disclose PHI. Covered entities may be subject to penalties for, among other activities, failing to enter into a business associate agreement where required by law or as a result of a business associate violating HIPAA if the business associate is found to be an agent of the covered entity and acting within the scope of the agency. Business associates are also directly subject to liability under the HIPAA privacy and security regulations. In instances where we act as a business associate to a covered entity, there is the potential for additional liability beyond our status as a covered entity.

Covered entities must report breaches of unsecured PHI to affected individuals without unreasonable delay but not to exceed 60 days of discovery of the breach by a covered entity or its agents. Notification must also be made to the HHS, and, for breaches of unsecured PHI involving more than 500 residents of a state or jurisdiction, to the media. All non-permitted uses or disclosures of unsecured PHI are presumed to be breaches unless the covered entity or business associate establishes that there is a low probability the information has been compromised. Various state laws and regulations may also require us to notify affected individuals in the event of a data breach involving individually identifiable information without regard to whether there is a low probability of the information being compromised.

Penalties for impermissible use or disclosure of PHI were increased by the HITECH Act by imposing tiered penalties of more than $50,000 per violation and up to $1.5 million per year for identical violations. In addition, HIPAA provides for criminal penalties of up to $250,000 and ten years in prison, with the severest penalties for obtaining and disclosing PHI with

the intent to sell, transfer or use such information for commercial advantage, personal gain or malicious harm. Further, state attorneys general may bring civil actions seeking either injunction or damages in response to violations of the HIPAA privacy and security regulations that threaten the privacy of state residents.

In addition to the protection of PHI, healthcare companies must meet privacy and security requirements applicable to other categories of personal information. Companies may process consumer information in conjunction with website and corporate operations. They may also handle employee information, including Social Security Numbers, payroll information, and other categories of sensitive information, to further their employment practices. In processing this additional information, companies must comply with the privacy and security requirements of consumer protection laws, labor and employment laws, and its publicly-available notices.

Data protection laws are evolving globally, and may add additional compliance costs and legal risks to our international operations. In Europe, the General Data Protection Regulation (GDPR) became effective on May 25, 2018. The GDPR applies to entities that are established in the European Union (EU), as well as extends the scope of EU data protection laws to foreign companies processing data of individuals in the EU. The GDPR imposes a comprehensive data protection regime with the potential for regulatory fines as well as data breach litigation by impacted data subjects. Under GDPR, regulatory penalties may be passed by data protection authorities for up to the greater of 4% of worldwide turnover or €20 million. The costs of compliance with, and other burdens imposed by, the GDPR and other new laws, regulations and policies implementing the GDPR may impact our European operations and/or limit the ways in which we can provide services or use personal data collected while providing services. In July 2020, the Court of Justice of the European Union issued an opinion in the Schrems II case that invalidated the E.U.-U.S. Privacy Shield as a basis for transferring EU personal data to the U.S. The Court upheld European Commission-approved Standard Contractual Clauses (SCCs) as a basis for transfers of EU personal data to the United States, but imposed additional compliance burdens on companies to ensure their ability to comply with such contractual obligations. In October 2020, the U.S. government has issued guidance to companies on how to assess their ability to comply with transfer obligations, and in November 2020, the European Data Protection Board (EDPB), tasked with overseeing compliance with the GDPR, published, further to its initial guidance, its recommendations on measures to supplement data transfer rules to ensure compliance with EEA data protection law. In addition, the European Commission has also published a draft implementing a decision on new SCCs for the transfer of personal data to third countries which may be a significant task to put into place given its requirements. These developments add a layer of complexity to compliance efforts around international data transfers and compliance with the GDPR. If we fail to comply with the requirements of GDPR, we could be subject to penalties that would have a material adverse impact on our business, results of operations, financial condition and cash flows.

Data protection laws are also evolving nationally, and may add additional compliance costs and legal risks to our U.S. operations. For example, the California Consumer Protection Act (CCPA) became effective January 1, 2020 and enforceable by the California Attorney General on July 1, 2020. The CCPA is a privacy law that requires certain companies doing business in California to enhance privacy disclosures regarding the collection, use and sharing of a consumer's personal data. The CCPA grants consumers additional privacy rights that are broader than current Federal privacy rights. The CCPA also permits the imposition of civil penalties, grants enforcement authority to the state Attorney General and provides a private right of action for consumers where certain personal information is breached due to unreasonable information security practices. Since its passage, several other states, including Nevada and Maine, have expanded their state data protection laws, and other states are considering similar legislation. These laws impose organizational requirements and grant individual rights that are comparable to those established in the CCPA. Additionally, in November 2020, California voters passed the California Privacy Rights Act (CPRA). The CPRA, which is expected to take effect on January 2023, significantly expands the data protection obligations imposed by the CCPA on companies doing business in California, including additional consumer rights processes, limitations on data uses, and opt outs for certain uses of sensitive data. It also will create a new California data protection agency to enforce the law, and require certain businesses with higher risk privacy and security practices to submit annual audits to the agency on a regular basis. The CPRA will likely result in broader increased regulatory scrutiny in California of businesses’ privacy and security practices, could lead to a further rise in data protection litigation, and will require additional compliance investment and potential business process changes in the meantime.

In addition to the breach reporting requirements under HIPAA, companies are subject to state breach notification laws. Each state enforces a law requiring companies to provide notice of a breach of certain categories of sensitive personal information, e.g. Social Security Number, financial account information, or username and password. A company impacted by a breach must notify affected individuals, attorney’s general or other agencies within a certain time frame. If a company does not provide timely notice with the required content, it may be subject to civil penalties brought by attorney’s generals or affected individuals.

Companies must also safeguard personal information in accordance with federal and state data security laws and requirements. These requirements are akin to the HIPAA requirements to safeguard PHI, described above. The Federal Trade Commission, for example, requires companies to implement reasonable data security measures relative to its operations and the

volume and complexity of the information it processes. Also, various state data security laws require companies to safeguard data with technical security controls and underlying policies and processes. Due to the constant changes in the data security space, companies must continuously review and update data security practices to mitigate any potential operational or legal liabilities stemming from data security risks.

Healthcare reform

In March 2010, broad healthcare reform legislation was enacted in the U.S. through the ACA, but the ACA's regulatory framework and other healthcare reforms continue to evolve as a result of executive, legislative, regulatory and administrative developments and judicial proceedings. There have been multiple attempts to repeal or amend the ACA through legislative action and legal challenges, and the most recent challenge is currently before the U.S. Supreme Court. A repeal or other significant change to the ACA could have a material impact on our business if, for example, programs under the ACA were cancelled, including, among others, Medicaid expansion, CMMI models or the health insurance exchanges. Our revenue and operating income levels are highly sensitive to the percentage of our patients with higher-paying commercial health insurance and any legislative, regulatory or other changes that decrease the accessibility and availability, including the duration, of commercial insurance may have a material adverse impact on our business. In the event the health insurance exchange markets are significantly impaired as a result of legislative developments or other changes, it may adversely impact the percentage of our patients with higher-paying commercial health insurance, particularly if patients become unemployed due to factors related to the COVID-19 pandemic or otherwise and are unable to turn to the exchanges as an alternative to employer-based coverage.

Any changes in legislation, regulation or market conditions in connection with or resulting from the recent elections, could also impact our business in a number of ways, some of which may be material. For example, proposed legislative developments or administrative decisions, such as the creation of a public health insurance option similar to Medicare, government programs that impact access to Medicaid expansion or funding to families to purchase plans through health insurance exchanges or changes to the eligibility age for Medicare beneficiaries, eliminating the eligibility cap for the advance premium tax credit (APTC) and enhancing activities aimed at enrolling eligible individuals in Medicaid could impact the percentage of our patients with higher-paying commercial health insurance, impact the scope of coverage under commercial health plans and increase our expenses, among other things. Particularly in light of the ongoing COVID-19 pandemic, considerable uncertainty exists surrounding the continued development of the ACA and related regulations, programs and models, as well as similar healthcare reform measures and/or other potential changes at the federal and/or state level to laws, regulations and other requirements that govern our business.

New models of care and Medicare and Medicaid program reforms

As noted above, the 2019 Executive Order directed CMS to create payment models to evaluate the effects of creating payment incentives for the greater use of home dialysis and kidney transplants for those already on dialysis. CMS, through CMMI, published the final ETC mandatory payment model on September 18, 2020. The ETC will be administered through CMMI and launched in approximately 30% of dialysis clinics across the country on January 1, 2021.

In addition, CMS also announced the implementation of four voluntary kidney care payment models with the stated goal of helping healthcare providers reduce the cost and improve the quality of care for patients with late-stage chronic kidney disease and ESRD. CMS has stated these payment models are aimed to prevent or delay the need for dialysis and encourage kidney transplantation. These payment models have a scheduled commencement date of April 2021, though applicants now have the option to delay implementation until January 2022. Though we have applied for, and been provisionally accepted to participate in certain of these voluntary models, we continue to assess these models and their viability for us and the industry. These voluntary models continue CMMI's prior work with various healthcare providers to develop, refine and implement ACOs and other innovative models of care for Medicare and Medicaid beneficiaries, including, without limitation, the CEC Model (which includes the development of ESRD Seamless Care Organizations), the Duals Demonstration, and other models. We participated in the CEC Model with CMMI, including with organizations in Arizona, Florida, and adjacent markets in New Jersey and Pennsylvania. The CEC ESCOs Model overall ended in Florida in December 2020, while the Arizona and adjacent markets in New Jersey and Pennsylvania are scheduled to end in March 2021. We may choose to participate in additional models either as a partner with other providers or independently. Even in areas where we are not directly participating in these or other CMMI models, some of our patients may be assigned to an ACO, another ESRD Care Model, or another program, in which case the quality and cost of care that we furnish will be included in an ACO's, another ESRD Care Model's, or other program's calculations.

In addition, as to the aforementioned new models of care, federal bipartisan legislation related to full capitation demonstration for ESRD was introduced in Congress in September 2020 as the BETTER Kidney Care Act. This proposed legislation, which has not secured introduction in the current Congress, would build on prior coordinated care models, such as the CEC Model, and would establish a demonstration program for the provision of integrated care to Medicare fee-for-service

dialysis and transplant patients. We have made and continue to make investments in building our integrated care capabilities, but there can be no assurances that initiatives such as this or similar legislation will be introduced or passed into law, and the ongoing COVID-19 pandemic may delay the progress of any such initiatives. If such legislation is passed, there can be no assurances that we will be able to successfully execute on the required strategic initiatives that would allow us to provide a competitive and successful integrated care program on the broader scale contemplated by legislation like this, and in the desired time frame. Additionally, the ultimate terms and conditions of any such potential legislation remain unclear. For example, our costs of care could exceed our associated reimbursement rates under such legislation. For additional detail on the evolving health care landscape and associated developments in our competitive environment, see the risk factor in Item 1A Risk Factors under the heading *"If we are unable to compete successfully, including, without limitation, implementing our growth strategy and/or retaining patients and physicians willing to serve as medical directors, it could materially adversely affect our business, results of operations, financial condition and cash flows."*

CMS has also issued final rules related to the Cures Act. The Cures Act included a provision that, effective January 1, 2021, allows Medicare eligible beneficiaries with ESRD to choose coverage under a Medicare Part C MA managed care plan. This provision could broaden access to certain enhanced benefits offered by MA plans. MA plans usually provide reimbursement to us at a negotiated rate that is generally higher than Medicare FFS rates. We continue to evaluate the potential impact of this change in benefit eligibility, as there remains significant uncertainty as to how many or which newly eligible ESRD patients will seek to enroll in MA plans for their ESRD benefits and how quickly any such changes would occur. This uncertainty may be heightened by components of the aforementioned final rules, which include a provision that, among other things, removes the objective time and distance standards relating to network adequacy for outpatient dialysis centers for MA plans. The removal of these standards could result in MA plans seeking to limit provider networks available to dialysis patients. If MA plans attempt to use this revision to the rules to limit or restrict their networks, this may adversely impact the number of ESRD patients that select MA plans and also may result in the Company not being an in-network provider for significant MA plans. For details on the risks associated with these changes, see the risk factors in Item 1A Risk Factors under the headings, *"Our business is subject to a complex set of governmental laws, regulations and other requirements and any failure to adhere to those requirements, or any changes in those requirements, could have a material adverse effect on our business, results of operations, financial condition and cash flows, could materially harm our stock price, and in some circumstances, could materially harm our reputation;"* and *"We continuously have ongoing negotiations with commercial payors, and if the average rates that commercial payors pay us decline significantly, if patients in commercial plans are subject to restriction in plan designs or if we are unable to maintain contracts with payors with competitive terms, including, without limitation, reimbursement rates, scope and duration of coverage and in-network benefits, it would have a material adverse effect on our business, results of operations, financial condition and cash flows".*

The Cures Act also includes provisions related to data interoperability, information blocking, and patient access. CMS and the Office of the National Coordinator for Health Information Technology (ONC) recently issued final rules related to these provisions, which include, among other things, requirements surrounding information blocking, changes to ONC's Health IT Certification Program and requirements that CMS-regulated payors make relevant claims/care data and provider directory information available through standardized patient access and provider directory application programming interfaces (APIs) that connect to provider electronic health records. We have made and continue to make investments in building data interoperability capabilities, including as part of building on our integrated care capabilities as noted above, and continue to evaluate the potential impact of the CMS and ONC final rules.

In addition, recent price and patient responsibility transparency regulations require health plans to make certain pricing and patient responsibility information publicly available. Certain of the requirements went into effect January 1, 2021 while others will go into effect January 1, 2024. There is a possibility that any changes by health plans resulting from these regulations could impact our revenue and results of operations.

Other regulations

Our U.S. dialysis and related lab services operations are subject to various state hazardous waste and non-hazardous medical waste disposal laws. These laws do not classify as hazardous most of the waste produced from dialysis services. Occupational Safety and Health Administration regulations require employers to provide workers who are occupationally subject to blood or other potentially infectious materials with prescribed protections. These regulatory requirements apply to all healthcare facilities, including dialysis centers, and require employers to make a determination as to which employees may be exposed to blood or other potentially infectious materials and to have in effect a written exposure control plan. In addition, employers are required to provide or employ hepatitis B vaccinations, personal protective equipment and other safety devices, infection control training, post-exposure evaluation and follow-up, waste disposal techniques and procedures and work practice controls. Employers are also required to comply with various record-keeping requirements.

In addition, a few states in which we do business have certificate of need programs regulating the establishment or expansion of healthcare facilities, including dialysis centers.

State initiatives

There have been several state initiatives to limit payments to dialysis providers or impose other burdensome operational requirements, which, if passed, could have a material adverse impact on our business, results of operation, financial condition and cash flows. For example, on October 24, 2019, the Service Employees International Union - United Healthcare Workers West (SEIU) proposed a California statewide ballot initiative (Proposition 23) that sought to impose certain regulatory requirements on dialysis clinics, including requirements related to physician staffing levels, clinical reporting, clinical treatment options and limitations on the ability to make decisions on closing or reducing services for dialysis clinics. While this ballot initiative was rejected by voters in 2020, we incurred substantial costs to oppose it. We may face ballot initiatives or other proposed regulations or legislation in California or other states in future years, which may require us to incur further substantial costs and which, if passed, could have a material adverse impact on our business, results of operations, financial condition and cash flows.

Evolving proposed or issued laws, requirements, rules and guidance that impact our business, including as may be described above, and any failure on our part to adequately adjust to any resulting marketplace developments could have a material adverse effect on our business, results of operations, financial condition and cash flows. For additional discussion on the risks associated with the evolving payment and regulatory landscape for kidney care, see the discussion in Item 1A Risk Factors, including the discussion under the heading, *"Our business is subject to a complex series of governmental laws, regulations and requirements and any failure to adhere to those requirements, or any changes in those requirements, could have a material adverse effect on our business, results of operations, financial condition and cash flows, could materially harm our stock price, and in some circumstances, could materially harm our reputation" and "Changes in federal and state healthcare legislation or regulations could have a material adverse effect on our business, results of operations, financial condition and cash flows".*

Corporate compliance program

Our businesses are subject to extensive regulations. Management has designed and implemented a corporate compliance program as part of our commitment to comply fully with applicable criminal, civil and administrative laws and regulations and to maintain the high standards of conduct we expect from all of our teammates. We continuously review this program and work to enhance it as appropriate. The primary purposes of the program include:

- Assessing and identifying risks for existing and new businesses;
- Training and educating our teammates and affiliated professionals to promote awareness of legal and regulatory requirements, a culture of compliance, and the necessity of complying with all applicable laws, regulations and requirements;
- Developing and implementing compliance policies and procedures and creating controls to support compliance with applicable laws, regulations and requirements and our policies and procedures;
- Auditing and monitoring the activities of our operating units and business support functions to identify and mitigate risks and potential instances of noncompliance in a timely manner; and
- Ensuring that we promptly take steps to resolve any instances of noncompliance and address areas of weakness or potential noncompliance.

We have a code of conduct that each of our teammates, members of our Board of Directors, affiliated professionals and certain third parties must follow, and we have an anonymous compliance hotline for teammates and patients to report potential instances of noncompliance that is managed by a third party. Our Chief Compliance Officer administers the compliance program. The Chief Compliance Officer reports directly to our Chief Executive Officer and the Chair of the Compliance and Quality Committee of our Board of Directors (Board Compliance and Quality Committee). Previously, we were subject to a five-year Corporate Integrity Agreement (CIA) with OIG. The term of the CIA expired on October 22, 2019, and we were notified on May 20, 2020 that the OIG had closed out its review. The CIA (i) required that we maintain certain elements of our compliance programs; (ii) imposed certain expanded compliance-related requirements during the term of the CIA; (iii) required ongoing monitoring and reporting by an independent monitor, imposed certain reporting, certification, records retention and training obligations, allocated certain oversight responsibility to the Board’s Compliance and Quality Committee, and necessitated the creation of a Management Compliance Committee and the retention of an independent compliance advisor to the Board; and (iv) contained certain business restrictions related to a subset of our joint venture arrangements.

Any future penalties, sanctions or other consequences could be more severe in certain circumstances if the OIG or a similar regulatory authority determines that we knowingly and repeatedly failed to comply with applicable laws, regulations or requirements that apply to our business, including substantial penalties and exclusion from participation in federal healthcare programs that could have a material adverse effect on our business, results of operations, financial condition and cash flows, reputation and stock price.

Competition

The U.S. dialysis industry has experienced consolidation over the last 20 years, but remains highly competitive. Patient retention and the continued referrals of patients from referral sources such as hospitals and nephrologists, as well as acquiring or developing new outpatient dialysis centers are some of the important parts of our growth strategy. In our U.S. dialysis business, we continue to face intense competition from large and medium-sized providers, among others, which compete directly with us for limited acquisition targets, for individual patients who may choose to dialyze with us and for physicians qualified to provide required medical director services. Competition for growth in existing and expanding geographies or areas is intense and is not limited to large competitors with substantial financial resources or established participants in the dialysis space. We also compete with individual nephrologists, former medical directors or physicians that have opened their own dialysis units or facilities. Moreover, as we continue our international dialysis expansion into various international markets, we face competition from large and medium-sized providers, among others, for acquisition targets as well as physician relationships. We also experience competitive pressures from other dialysis providers in recruiting and retaining qualified skilled clinical personnel as well as in connection with negotiating contracts with commercial healthcare payors and inpatient dialysis service agreements with hospitals. Acquisitions, developing new outpatient dialysis centers, patient retention and physician relationships are significant components of our growth strategy and our business could be adversely affected if we are not able to continue to make dialysis acquisitions on reasonable and acceptable terms, continue to develop new outpatient dialysis centers, maintain or establish new relationships with physicians or if we experience significant patient attrition relative to our competitors.

Together with our largest competitor, Fresenius Medical Group (FMC), we account for approximately 73% of outpatient dialysis centers in the U.S. Many of the centers not owned by us, FMC or other large for profit dialysis providers are owned or controlled by hospitals or non-profit organizations. Hospital-based and non-profit dialysis units typically are more difficult to acquire than physician-owned dialysis centers.

FMC also manufactures a full line of dialysis supplies and equipment in addition to owning and operating outpatient dialysis centers worldwide. This may, among other things, give FMC cost advantages over us because of its ability to manufacture its own products. Additionally, FMC has been one of our largest suppliers of dialysis products and equipment over the last several years. In January 2021, upon the expiration of our prior agreement with FMC on December 31, 2020, we entered into and subsequently extended a new agreement with FMC to purchase a certain amount of dialysis equipment, parts and supplies from FMC which extends through December 31, 2024. The amount of purchases from FMC over the remaining term of this agreement will depend upon a number of factors, including the operating requirements of our centers, the number of centers we acquire, and growth of our existing centers.

There have been a number of announcements by non-traditional dialysis providers and others, which relate to entry into the dialysis and pre-dialysis space, the development of innovative technologies, or the commencement of new business activities that could be disruptive to the industry. These developments over time may shift the competitive landscape in which we operate. For additional discussion on these developments and associated risks, see the risk factor in Item 1A Risk Factors under the heading, "*If we are unable to compete successfully, including, without limitation, implementing our growth strategy and/or retaining patients and physicians willing to serve as medical directors, it could materially adversely affect our business, results of operations, financial condition and cash flows*."

Insurance

We are predominantly self-insured with respect to professional and general liability and workers' compensation risks through wholly-owned captive insurance companies. We are also predominantly self-insured with respect to employee medical and other health benefits. We also maintain insurance, excess coverage, or reinsurance for property and general liability, professional liability, directors' and officers' liability, workers' compensation, cybersecurity and other coverage in amounts and on terms deemed appropriate by management, based on our actual claims experience and expectations for future claims. Future claims could, however, exceed our applicable insurance coverage. Physicians practicing at our dialysis centers are required to maintain their own malpractice insurance, and our medical directors are required to maintain coverage for their individual private medical practices. Our liability policies cover our medical directors for the performance of their duties as medical directors at our outpatient dialysis centers.

Human capital management

Overview

At DaVita, we are guided by our Mission—to be the provider, partner and employer of choice—and a set of Core Values—Service Excellence, Integrity, Team, Continuous Improvement, Accountability, Fulfillment and Fun—which are reinforced at all levels of the organization. Our teammates share a common passion for improving patients' lives and are the cornerstone for the health of DaVita.

We strive to be a community first and a company second, and affectionately call ourselves a Village. To be a healthy Village, we need to attract, retain and motivate highly qualified and diverse teammates. To do so, we have implemented strategies that support our mission to be the employer of choice, such as:

- Designing programs and processes to cultivate a diverse talent pipeline that allows us to hire ahead of needs;
- Providing development and professional growth opportunities; and
- Offering a robust total rewards program.

These efforts are underpinned by a foundational focus on diversity and belonging that starts at the top with our Board of Directors and executive leadership and permeates through our Village as further described below.

We believe that this intentional investment of time and resources fosters a special community of teammates that, in turn, inspires the Village to take better care of our patients and better care of the communities in which we live.

Oversight & Management

Our Board of Directors provides oversight on human capital matters, receiving regular updates from our Chief People Officer about People Services' activities, strategies and initiatives, and through the Board's annual work with our Chief Executive Officer on management development and succession planning. Among other things, our Board of Directors and/or its committees also receive reports related to pay equity, risks and trends related to labor and human capital management issues and general issues pertaining to our teammates. The Board also oversees the Company's activities, policies and programs related to corporate environmental and social responsibility, including considering the impact of such activities, policies and programs on the Company, teammates and communities.

These reports and recommendations to the Board and its committees are part of our broader People Services leadership and oversight framework, which includes guidance from various stakeholders across the business and benefits from the full participation of senior leadership.

Diversity & Belonging

Our investment in our teammates is underscored by our commitment to Diversity & Belonging (D&B). Our D&B vision is "a diverse Village where everyone belongs." Our 3,137 dialysis centers operate in communities large and small, in nearly every state in the U.S. as well as ten other countries: Brazil, China, Columbia, Germany, Malaysia, Poland, Portugal, Saudi Arabia, Singapore, and the United Kingdom. Our Village's diversity is inherent in the teammates who work in our centers, the patients we care for, the physicians with whom we partner, and the communities where we serve.

To help achieve this vision, we empower all leaders and teammates to cultivate D&B in their centers and on their teams. One way we do this is by sharing tools and resources like our Belonging Teammate and Belonging Leader Guides, which encourage teammates to connect with each other to learn about individual experiences with belonging and better understand the impact of unconscious bias.

We take a collaborative, leader-led approach to building our D&B program. Everyone from our front-line patient care technicians (PCTs) and nurses to our divisional vice presidents, our CEO and our Board of Directors has a role in implementing our strategy. It truly does take a Village to bring our vision to life.

Over the past several years, our D&B efforts have focused primarily on supporting strong representation of women and people of color and ensuring that we are creating a welcoming, open environment where all teammates, patients, physicians and care partners belong.

As of December 31, 2020, our Village in the U.S. was comprised of 78% women and 54% people of color. We are proud of the fact that in the U.S. as of December 31, 2020, 74% of our managers and 54% of our directors are women and that leaders with profit and loss responsibility are 52% women and 27% people of color. We also are proud of the fact that our Board of

Directors is comprised of 44% women and 33% people of color. With respect to Board leadership positions, we are one of the few companies in the S&P 500 to have a woman serving as the Chair of the Board of Directors, and 75% of our Board committees are led by women or people of color.

Talent Pipeline and Career Development

We understand that a key component of developing strong representation of women and people of color in leadership is to have recruiting practices focused on diversity. Some of our practices include:

- Diverse Sourcing: Our recruiters are trained on how to source for diverse candidates to ensure we have a robust pipeline at all levels of the organization.

- Diverse Partnerships: We have external partnerships with organizations like Forte Foundation and Management Leadership for Tomorrow to help create equal opportunities for diverse candidates.

- Redwoods Leadership: We partner closely with diverse student body organizations at colleges and universities to source applicants for our Redwoods leadership development programs.

Helping teammates reach the next stage in their career and increasing their earnings potential is one of our passions. We have several career development programs that support teammates to further their careers. To help ensure that teammates have the support needed to succeed in their current roles, and grow their careers, we have invested in an end-to-end career development pipeline that includes programs and initiatives that provide financial, academic and social support to our clinical and operations personnel to help achieve their higher education and leadership goals. For example, approximately 86% of our teammates are clinical field/operations personnel, and we have programs in place to help guide their potential journey at DaVita. Beginning with programs that cover certification fees for PCTs to coaching and tuition programs that help guide PCTs to becoming registered nurses (RNs) to programs that help develop high potential nurses, clinical coordinators and clinic nurse managers into operational managers and ultimately to programs that prepare and coach operational managers for potential regional operations director roles, our goal is to make resources available to teammates at each step of a possible career path.

Total Rewards Program and Pay Equity

Our pay philosophy and practices are designed to be competitive in the local market and to reward strong team and individual performance. We believe merit-driven pay encourages teammates to do their best work, including in caring for our patients, and we strive to link pay to performance so we can continue to incentivize the provision of extraordinary care to our patients and grow our Village.

To help our teammates reach their full potential, we offer a total rewards package. More than just pay, our comprehensive compensation package connects teammates to robust health care coverage, resources for retirement planning and savings, opportunities for career development, and well-being resources for every stage of life.

To support our teammates in maintaining strong physical and mental health, we offer a variety of physical and mental health benefits programs, including, among other things:

- Teammate Assistance Program that offers counseling sessions annually to all teammates and their household members, along with work/life resources and tools that include telephonic or face to face legal consultation and expert financial planning/consultation.

- Free access to Headspace application for digital meditation and mindfulness and referrals/consultations on everyday issues such as dependent care, auto repair, pet care and home improvement.

- Vitality Points, a voluntary wellness incentive program that allows participating teammates and spouses/domestic partners to earn credits toward their medical premium for getting a biometric screening and engaging in healthy actions should they not meet certain targets.

- Short & Long term disability for full time teammates and Life/AD&D coverage at both the basic and supplemental levels.

- Our DaVita Village Network, which provides financial support to eligible teammates experiencing a specific tragedy or hardship and helps cover additional costs that local fundraising and insurance do not fully cover.

In support of our teammates and their families, we also offer family support programs that include family care programs for back-up child and elder care, parental support and parental leave programs. We also offer a number of scholarships for teammates' children and grandchildren.

We also offer a robust suite of financial well-being programs for eligible teammates including, among others, a 401(k) program with company match, an employee stock purchase plan, health savings account funding for certain high deductible health plans and a deferred compensation plan. We also offer DailyPay, a service that provides teammates with financial flexibility by allowing them to access earned but unpaid wages before payday for a nominal fee.

Pay Equity

At DaVita, we are committed to equal pay for equal work; meaning, teammates in the same position, performing at the same level, and in similar geographies, are paid fairly relative to one another, regardless of their gender, race or ethnicity. We believe that equitable pay is a critical component of establishing a fair work environment where all teammates are valued and feel like they belong. Fair pay is essential to our ability to attract and motivate the highly qualified, and diverse, teammates who are at the center of our current and future success.

Agile Response, Teammate Feedback and Responding to the Public Health Crisis

The COVID-19 pandemic tested our ability to respond to external developments and care for our teammates in real time. In response to the hardship imposed by the pandemic on our teammates, and in recognition of their dedication and commitment to our patients' health, DaVita provided financial relief to over 50,000 teammates, such as a "Village Lives" award of $100 per week from March through May 2020, as well as other relief payments during the pandemic. In addition, we did not furlough, layoff or reduce pay for any teammates due to the pandemic. One of our key goals during the pandemic was to maintain frequent communication and engagement with teammates, including "town hall" calls, emails and more. As the pandemic has persisted, we continue to provide essential relief programs to support these teammates, including backup childcare, modified sick policies and certain increased overtime pay for front-line positions.

Most importantly, the health and safety of our teammates in the Village and their families remains a top priority throughout this ongoing pandemic. We implemented guidance early in the pandemic to help mitigate health and safety risks imposed by COVID-19, including, among other things:

- Securing necessary supplies of personal protective equipment;
- Restricting visitors to our centers;
- Screening teammates, patients and visitors for signs and symptoms of, or exposure to, COVID-19, before allowing entry into our clinics or business offices;
- Implementing an early universal masking policy; and
- Providing guidance on staying safe outside of our centers.

We also converted our live, in-person teammate and leadership development programs to virtual delivery, to help ensure that our teammates across our global Village could continue to grow personally and professionally and have access to career development resources despite the ongoing pandemic.

We believe our ability to engage with teammates and respond to these developments has helped us to better care for them. By caring for our teammates, we were generally able to maintain continuity of care for our patients and support the broader healthcare community throughout this unprecedented public health crisis.

As of December 31, 2020, we employed approximately 67,000 teammates, including our international teammates.

For additional information about certain risks associated with our human capital management, see the risk factor in Item 1A Risk Factors under the heading, "*If our labor costs continue to rise, including due to shortages, changes in certification requirements and/or higher than normal turnover rates in skilled clinical personnel; or currently pending or future governmental laws, rules, regulations or initiatives impose additional requirements or limitations on our operations or profitability; or, if we are unable to attract and retain key leadership talent, we may experience disruptions in our business operations and increases in operating expenses, among other things, which could have a material adverse effect on our business, results of operations, financial condition and cash flows.*"

We also encourage you to visit our website at www.davita.com for more detailed information regarding certain of the human capital related programs and initiatives described herein, including our Policy on Fair and Equitable Pay, as well as our efforts to care for our patients, our community and our world. Nothing on our website, sections thereof or documents linked thereto, shall be deemed incorporated by reference into this Form 10-K.

Item 1A. Risk Factors

This Annual Report on Form 10-K contains forward-looking statements within the meaning of the federal securities laws. Please read the cautionary notice regarding forward-looking statements in Item 7 of Part II of this Annual Report on Form 10-K under the heading "Management's Discussion and Analysis of Financial Condition and Results of Operations." These forward-looking statements involve risks and uncertainties, including those discussed below, which could have a material adverse effect on our business, cash flows, financial condition, results of operations and/or reputation. The risks and uncertainties discussed below are not the only ones facing our business. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial could also have a material adverse effect on our business, cash flows, financial condition, results of operations and/or reputation.

Summary Risk Factors

The following is a summary of the principal risks and uncertainties that could adversely affect our business, cash flows, financial condition and/or results of operations, and these adverse impacts may be material. This summary is qualified in its entirety by reference to the more detailed descriptions of the risks and uncertainties included in this Item 1A below and you should read this summary together with those more detailed descriptions.

These principal risk and uncertainties relate to, among other things:

Risks Related to the Operation of our Business

- the dynamic and evolving novel coronavirus pandemic;
- the complex set of governmental laws, regulations and other requirements that impact us, including potential changes thereto;
- the various lawsuits, demands, claims, *qui tam* suits, governmental investigations and audits and other legal matters that we may be subject to from time to time;
- our ability to comply with complex privacy and information security laws that impact us and/or our ability to properly maintain the integrity of our data, protect our proprietary rights to our systems or defend against cybersecurity attacks;
- our negotiations and arrangements with commercial payors, including with respect to value-based care and Medicare Advantage plans, the average rates that commercial payors pay us, any restrictions in plan designs or other contractual terms, including, without limitation, the scope and duration of coverage and in-network benefits;
- the number or percentage of our patients with higher-paying commercial insurance;
- our ability to successfully implement our strategy with respect to home-based dialysis;
- changes in the structure of and payment rates under government-based programs;
- changes in clinical practices, payment rates or regulations impacting pharmaceuticals;
- our ability to compete successfully, including, without limitation, implementing our growth strategy and/or retaining patients and physicians willing to serve as medical directors;
- our acquisitions, mergers, joint ventures or dispositions;
- our ability to establish and maintain supply relationships that meet our needs at cost-effective prices or at prices that allow for adequate reimbursement as applicable, as well as our ability to access new technology or superior products in a cost-effective manner;
- our ancillary services and strategic initiatives, including without limitation, our international operations and our ability to expand within markets or to new markets, or invest in new products or services;
- our ability to appropriately estimate the amount of dialysis revenues and related refund liabilities;
- changes in physician referrals to our dialysis centers, whether due to governmental laws, regulations or other requirements, new competition, a perceived decrease in the quality of service levels at our centers or other reasons;

- increases in labor costs, including, without limitation, due to shortages, changes in certification requirements and/or higher than normal turnover rates in skilled clinical personnel; or currently pending or future governmental laws, rules, regulations or initiatives;
- our ability to attract and retain key leadership talent;
- our ability to attract and retain employees or our ability to manage operating cost increase or productivity decreases whether due to union organizing activities or legislative or other changes;
- our ability to effectively maintain, operate or upgrade our information systems or those of third-party service providers upon which we rely, including, without limitation, our clinical, billing and collections systems;

General Risks

- our current or future level of indebtedness, including, without limitation, our ability to generate cash to service our indebtedness and for other intended purposes and our ability to maintain compliance with debt covenants;
- changes in tax laws, regulations and interpretations or challenges to our tax positions;
- liability claims for damages and other expenses that are not covered by insurance or exceed our existing insurance coverage;
- our ability to successfully maintain an effective internal control over financial reporting;
- deterioration in economic conditions, disruptions in the financial markets or the effects of natural or other disasters, political instability, public health crises or adverse weather events such as hurricanes, earthquakes, fires or flooding, including as such events may be impacted by the effects of climate change; and
- provisions in our organizational documents, our compensation programs and policies and certain requirements under Delaware law that may deter changes of control or make it more difficult for our stockholders to change the composition of our Board of Directors and take other corporate actions that our stockholders would otherwise determine to be in their best interests.

Risks Related to the Operation of our Business

We face various risks related to the dynamic and evolving novel coronavirus pandemic, any of which may have a material adverse impact on us.

The disease caused by the novel coronavirus (COVID-19) is impacting the world and our business in many different ways. The ultimate impact of COVID-19 on us will depend on future developments that are highly uncertain and difficult to predict, including among other things, the severity and duration of the pandemic; further spread or resurgence of the virus, including as a result of the emergence of new strains of the virus; its impact on the chronic kidney disease (CKD) population and our patient population; the availability, acceptance, impact and efficacy of COVID-19 treatments, therapies and vaccines; the pandemic's continuing impact on the U.S. and global economies and unemployment; the responses of our competitors to the pandemic and related changes in the marketplace; and the timing, scope and effectiveness of federal, state and local governmental responses. The impact could come in many forms, including but not limited to those described below.

- We have experienced and expect to continue to experience a negative impact on revenue and non-acquired growth from COVID-19 due to lower treatment volumes, including from the negative impact on our patient census that is the result of changes in rates of mortality. Because ESRD patients may be older and generally have comorbidities, several of which are risk factors for COVID-19, we believe the mortality rate of infected patients is, and will continue to be, higher in the dialysis population than in the general population, and COVID-19 also could impact the CKD population differentially. Over the longer term, we believe that changes in mortality in both the CKD and ESRD populations due to COVID-19 will depend primarily on the infection rate, case fatality rate, the age and health status of affected patients, the access to and efficacy of vaccinations as well as willingness to be vaccinated. We expect that these changes are likely to continue to negatively impact our revenue and non-acquired growth even as the pandemic subsides. However, determining the extent to which these impacts should be directly attributable to COVID-19 is difficult due to testing and reporting limitations, and other factors may drive treatment volumes and new admissions over time, such as the number of transplants or deferred admissions. The magnitude of these cumulative impacts has been substantial and, depending on the ultimate severity and duration of the pandemic could be material.

- The COVID-19 pandemic and efforts to contain the virus have led to global economic deterioration and rapid and sharp increases in unemployment levels, which ultimately could result in a materially reduced share of our patients being covered by commercial insurance plans, with more patients being covered by lower-paying government insurance programs or being uninsured. These effects may persist after the pandemic subsides as, among other things, our patients could experience permanent changes in their insurance coverage as a result of changes to their employment status. In the event such a material reduction occurs in the share of our patients covered by commercial insurance plans, it would have a material adverse impact on our business, results of operations, financial condition and cash flows. The extent of these effects will depend upon, among other things, the extent and duration of the increased unemployment levels for our patient population, economic deterioration and potential recession; the timing and scope of federal, state and local governmental responses to the ongoing pandemic; and patients' ability to retain existing insurance and their individual choices with respect to their coverage.

- We have dedicated and continue to dedicate substantial resources in response to COVID-19 and have had, and expect to continue to have, extended and significant additional costs in connection with our response to COVID-19. The steps we have taken designed to help safely maintain continuity of care for our patients and help protect our caregivers, such as our policies to implement dedicated care shifts for patients with confirmed or suspected COVID-19 and other enhanced clinical practices, have increased, and are expected to continue to increase, our expenses and use of personal protective equipment (PPE). Our response to COVID-19 also has resulted in higher salary and wage expense, and we have provided, and may provide in the future, substantial financial support associated with relief reimbursement to our teammates. Furthermore, the effort and cost needed to procure certain of our equipment and clinical supplies, including PPE, have increased, and we expect these increased costs will continue while the pandemic persists. These efforts are part of a wider Prepare, Prevent, Respond and Recover protocol that we have implemented in connection with the pandemic, which also includes operational initiatives such as the redistribution of teammates, machines and supplies across the country as needed and increased investment in and utilization of telehealth capabilities. Our response protocol generally has allowed us to maintain continuity of care for our patients. If the pandemic requires us to maintain certain restrictive operational protocols for an extended period of time, it may adversely impact our strategic initiatives, such as our strategy to continue to build o our abilities to offer home dialysis options. Certain temporary changes made in response to the COVID-19 pandemic could become permanent, which could have an adverse impact on our business. In addition, any equipment or clinical supply shortages, disruptions or delays or associated price increases could impact our ability to provide dialysis services or the cost of providing those services.

- We have had, and expect to continue to have, increased costs and risk associated with a high demand for our skilled clinical personnel. Historically we have faced costs and difficulties in hiring and retaining nurses and other caregivers due to a nationwide shortage of skilled clinical personnel, and these challenges have been heightened by the increased demand for and demand upon such personnel by the ongoing pandemic, particularly the more recent resurgence of the virus that is more widespread geographically, which, among other things, makes it more difficult for us to reallocate our resources to affected geographies. Any staffing shortages or disruptions could impact our ability to provide dialysis services or the cost of providing those services.

- If we experience a failure of the fitness of our clinical laboratory, dialysis centers and related operations and/or other facilities as a result of the COVID-19 pandemic, or another event or occurrence adversely impacts the safety of our caregivers or patients, we could face adverse consequences, including without limitation, material negative impact on our brand, increased litigation, compliance or regulatory investigations, teammate unrest, work stoppages or other workforce disruptions. Any legal actions brought by patients, teammates, caregivers or others allegedly exposed to COVID-19 at our facilities or by our caregivers may involve significant demands and require substantial legal defense costs, which may not be adequately covered by our professional and general liability insurance.

- If general economic conditions continue to deteriorate or remain uncertain for an extended period of time, we may incur future charges to recognize impairment in the carrying amount of our goodwill and other intangible assets. We may experience an increased need for additional liquidity funded by accessing existing credit facilities, raising new debt in the capital markets, or other sources, and we may seek to refinance existing debt, which may be more difficult or costly as a result of the pandemic's impact on capital markets or on us. Furthermore, any extended billing or collection cycles, or deterioration in collectability of accounts receivable, will adversely impact our results of operations and cash flows.

- In our value-based care and other programs where we assume financial accountability for total patient cost, an increase in COVID-19 rates among patients could have an impact on total cost of care. This increase may in turn impact the profitability of those programs relative to their respective funding.

- The global nature of the pandemic may have varying impacts on our ongoing operations outside the United States, and may impact our ability to expand our operations into other parts of the world.

The government response to the pandemic has been wide-ranging and will continue to develop over time, particularly in light of the new federal administration. As a result, we may not be able to accurately predict the nature, timing or extent of resulting changes to the markets in which we conduct business or on the other participants that operate in those markets, or any potential changes to the extensive set of federal, state and local laws, regulations and requirements that govern our business. We believe that these changes may impact our business in a variety of ways, including but not limited to those described below.

- Our need, ability and willingness to use and retain any provider relief or other funds or assistance from the government, the consequences of our decisions with respect thereto, our ability to operate within any restrictions on our business or operations that may be imposed as a condition to participation in any government assistance programs, and the impact of any such programs on our competitors, all will depend, among other things, on the magnitude, timing and nature of COVID-19's impact on the Company as well as the requirements of any such programs, which are uncertain. There can be no assurance that financial or other assistance will be available from the government if we have a need for such assistance in the future.

- State and local shelter in place and social distancing restrictions and guidance have required us to significantly increase the use of remote arrangements for our teammates and telehealth technology for our dialysis patients, which broadens our technology footprint for where and how protected health information is used or disclosed, and in turn increases our exposure to the various privacy and information security risks we face, such as the risk of "phishing" and other cybersecurity attacks and the risk of unauthorized dissemination of sensitive personal, proprietary or confidential information.

- We have worked with certain government agencies and other kidney care providers to respond to the COVID-19 pandemic, and in certain cases have sought waivers of regulatory requirements. For example, as part of our efforts to help cohort patients in line with guidance from the CDC, we have sought waivers of certain regulatory requirements related to the survey and acceleration of new clinics and entered into agreements with other kidney care providers to help ensure that patients can receive dialysis in an outpatient setting rather than a hospital. In addition, we are also working to help make COVID-19 vaccines available to patients and teammates, including through coordination with state and federal governments on direct vaccine distribution so that we can administer vaccines to our patients and teammates. These vaccines are currently available under emergency use authorizations and there can be no assurance that our patients and caregivers will choose to receive a COVID-19 vaccine or that the vaccines will prove to be as safe and effective as currently understood by the scientific community. In addition, we may encounter difficulties with the availability, storage of the vaccine, or administration of the vaccines, some of which have multiple dose requirements. We operate in a complex and highly regulated environment, and the novel nature of our COVID-19 response, including, for example, with respect to regulatory waivers and our administration of the newly developed COVID-19 vaccines, may increase our exposure to legal, regulatory and clinical risks.

The foregoing and other continued impacts and disruptions to our business as a result of the COVID-19 pandemic could have a material adverse impact on our patients, teammates, physician partners, suppliers, business, operations, reputation, financial condition, results of operations, cash flows and/or liquidity. In addition, the COVID-19 pandemic heightens many of the other risks and uncertainties discussed herein. For additional information related to COVID-19 and its impact on our business, see the discussion in Part I, Item 1. Business under the headings, "COVID-19 and its impact on our business" and "Human Capital Management" and Part II, Item 7, "*Management's Discussion and Analysis of Financial Condition and Results of Operations*."

Our business is subject to a complex set of governmental laws, regulations and other requirements and any failure to adhere to those requirements, or any changes in those requirements, could have a material adverse effect on our business, results of operations, financial condition and cash flows, could materially harm our stock price, and in some circumstances, could materially harm our reputation.

We operate in a complex regulatory environment with an extensive and evolving set of federal, state and local governmental laws, regulations and other requirements that apply to us. These laws, regulations and other requirements are promulgated and overseen by a number of different legislative, regulatory, administrative, and quasi-regulatory bodies, each of which may have varying interpretations, judgments or related guidance. As such, we utilize considerable resources on an ongoing basis to monitor, assess and respond to applicable legislative, regulatory and administrative requirements, but there is no guarantee that we will be successful in our efforts to adhere to all of these requirements. Laws, regulations and other requirements that apply to or impact our business include, but are not limited to:

- Medicare and Medicaid reimbursement statutes, rules and regulations (including, but not limited to, manual provisions, local coverage determinations, national coverage determinations, payment schedules and agency guidance);
- Medicare and Medicaid provider requirements, including requirements associated with providing and updating certain information about the Medicare or Medicaid entity, as applicable, and its direct and indirect affiliates;
- Federal fraud waste and abuse laws and analogous state laws;
- the 21st Century Cures Act (the Cures Act);
- Federal Acquisition Regulations;
- the Foreign Corrupt Practices Act (FCPA);
- Federal and state antitrust and competition laws and regulations;
- laws related to the corporate practice of medicine;
- individualized state law requirements associated with the operation of our business; and
- federal and state laws regarding the collection, use and disclosure of patient health information (e.g., Health Insurance Portability and Accountability Act of 1996 (HIPAA)) and the storage, handling, shipment, disposal and/or dispensing of pharmaceuticals and blood products and other biological materials.

In addition, we have been subject to a five-year Corporate Integrity Agreement (CIA) with Office of Inspector General (OIG) for the U.S. Department of Health and Human Services (HHS). The term of the CIA expired on October 22, 2019, and we were notified on May 20, 2020 that the OIG had closed out its review. Any future penalties, sanctions or other consequences imposed on us could be more severe in certain circumstances if the OIG or a similar regulatory authority determines that we knowingly and repeatedly failed to comply with applicable laws, regulations or other requirements, and could adversely impact our results of operations or financial condition or could have a negative impact on our reputation.

The foregoing are each themselves comprised of numerous associated regulations or other requirements that have varying levels of impact on our business. If any of our personnel, representatives or operations are found to violate these or other laws, regulations or requirements, we could suffer severe consequences that would have a material adverse effect on our business, results of operations, financial condition and cash flows, and could materially harm our reputation and stock price, including, among others:

- Loss of required certifications or suspension or exclusion from or termination of our participation in government programs (including, without limitation, Medicare, Medicaid and Center for Medicare and Medicaid Innovation (CMMI) demonstration programs);
- Refunds of amounts received in violation of law or applicable payment program requirements dating back to the applicable statute of limitation periods;
- Loss of licenses required to operate healthcare facilities or administer pharmaceuticals in the states in which we operate;
- Reductions in payment rates or coverage for dialysis and ancillary services and pharmaceuticals;
- Criminal or civil liability, fines, damages or monetary penalties, which could be material and/or could materially harm our reputation or stock price;
- Imposition of corporate integrity agreements or consent agreements;
- Enforcement actions, investigations, or audits by governmental agencies and/or state law claims for monetary damages by patients who believe their protected health information (PHI) has been used, disclosed or not properly safeguarded in violation of federal or state patient privacy laws, including, among others, HIPAA and the Privacy Act of 1974;
- Mandated changes to our practices or procedures that significantly increase operating expenses that could subject us to ongoing audits and reporting requirements as well as increased scrutiny of our billing and business practices which could lead to potential fines, among other things;
- Termination of various relationships and/or contracts related to our business, such as joint venture arrangements, medical director agreements, real estate leases and consulting agreements with physicians; and

- Harm to our reputation which could negatively impact our business relationships and stock price, affect our ability to attract and retain patients, physicians and teammates, affect our ability to obtain financing and decrease access to new business opportunities, among other things.

Additionally, the healthcare sector, including the dialysis industry, is also regularly subject to negative publicity, including as a result of governmental investigations, adverse media coverage and political debate surrounding industry regulation. Negative publicity, regardless of merit, regarding the dialysis industry generally, the U.S. healthcare system or DaVita in particular may adversely affect us.

See Note 16 to the consolidated financial statements included in this report for further details regarding certain pending legal proceedings and regulatory matters to which we are or may be subject from time to time, any of which may include allegations of violations of applicable laws, regulations and requirements.

Changes in federal and state healthcare legislation or regulations could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Each of the laws, regulations and other requirements that govern our business may continue to change over time, and there is no assurance that we will be able to accurately predict the nature, timing or extent of such changes or the impact of such changes on the markets in which we conduct business or on the other participants that operate in those markets.

Among other things, the regulatory framework of the Patient Protection and Affordable Care Act and the Health Care Reconciliation Act of 2010, as amended (collectively, the ACA), and other healthcare reforms continue to evolve as a result of executive, legislative, regulatory and administrative developments and judicial proceedings. These changes shape the landscape for our current dialysis business as well as for emerging comprehensive and integrated kidney care markets. For example, an executive order issued in July 2019 (the 2019 Executive Order) directed CMS to create payment models through CMMI to evaluate the effects of creating payment incentives for the greater use of home-based dialysis and kidney transplants for those already on dialysis, improve quality of care for kidney patients and reduce expenditures. In addition, future legislative action related to, among other things, full capitation demonstration for ESRD may ultimately impact our ability to provide a competitive and successful integrated care program at scale. We have made and continue to make investments in building our integrated care capabilities, but there can be no assurances that initiatives such as this or similar legislation will be passed into law, and the ongoing COVID-19 pandemic may delay the progress of such initiatives. If such legislation is passed, there can be no assurances that we will be able to successfully execute on the required strategic initiatives that would allow us to provide a competitive and successful integrated care program on the broader scale contemplated by this legislation, and in the desired time frame. Additionally, the ultimate terms and conditions of any such potential legislation remain unclear. For example, our costs of care could exceed our associated reimbursement rates under such legislation. Any failure on our part to adequately implement strategic initiatives to adjust to any marketplace developments resulting from executive, legislative, regulatory or administrative changes such as these could have a material adverse impact on our business.

There have been multiple attempts to repeal or amend the ACA through legislative action and legal challenges, and the most recent challenge is currently before the U.S. Supreme Court. In the event the ACA is repealed or significantly altered, it would impact our business in a number of ways, some of which may be material. The outcome of this U.S. Supreme Court proceeding will likely impact the future viability of ACA policies and programs that impact our business, including, among others, Medicaid expansion, CMMI and the health insurance exchanges. For example, if an ACA repeal ends Medicaid expansion it could have an adverse impact on coverage available to our patients and if such a repeal impacts CMMI’s authority to implement innovative payment models, we may lose the investment of the resources we have dedicated to those programs. In addition, our revenue and operating income levels are highly sensitive to the percentage of our patients with higher-paying commercial health insurance and any legislative, regulatory or other changes that decrease the accessibility and availability, including the duration, of commercial insurance may have a material adverse impact on our business. The ACA's health insurance exchanges, which provide a marketplace for eligible individuals and small employers to purchase health insurance, initially increased the accessibility and availability of commercial insurance. In the event the exchange markets are significantly impaired as a result of legislative developments or other changes, it may adversely impact the percentage of our patients with higher-paying commercial health insurance, particularly if patients become unemployed due to factors related to the COVID-19 pandemic or otherwise and are unable to turn to the exchanges as an alternative to employer-based coverage.

Changes to the political environment resulting from the most recent election cycle may increase the likelihood of changes that would impact us, such as changes to the healthcare regulatory landscape or to the federal corporate tax rate. Examples of such potential changes could include, among other things, legislative developments or administrative decisions such as moving to a universal health insurance or "single payor" system whereby health insurance is provided to all Americans by the government, the availability of a “public health insurance option” similar to Medicare, government programs that impact access to Medicaid expansion or impact funding provided to families to purchase plans through the health insurance exchanges

or changes to the eligibility age for Medicare beneficiaries. Some of these and other related changes could in turn impact the percentage of our patients with higher-paying commercial health insurance, impact the scope or terms of coverage under commercial health plans and increase our expenses, among other things. The timing of any legislative or executive action related to these potential initiatives remains uncertain, particularly in light of the ongoing COVID-19 pandemic, and as such, considerable uncertainty exists surrounding the continued development of the ACA and related regulations, programs and models, as well as similar healthcare reform measures and/or other changes that may be enacted at the federal and/or state level to laws, regulations and other requirements that govern our business. Although we cannot predict the short- or long-term effects of legislative or regulatory changes, we believe that future market changes could result in, among other things, more restrictive commercial plans with lower reimbursement rates or higher deductibles and co-payments that patients may not be able to pay. To the extent that changes in statutes, regulations or related guidance or changes in other market conditions result in a reduction in the percentage of our patients with commercial insurance, limit the scope or nature of coverage through the exchanges or other health insurance programs or otherwise reduce reimbursement rates for our services from commercial and/or government payors, it could have a material adverse effect on our business, results of operations, financial condition and cash flows. For additional information on the impact of legislative or regulatory changes on the coverage and rates for our services and the percentage of our patients with commercial insurance, see the risk factors under the headings "*We continuously have ongoing negotiations with commercial payors, and if the average rates that commercial payors pay us decline significantly, if patients in commercial plans are subject to restriction in plan designs or if we are unable to maintain contracts with payors with competitive terms, including, without limitation, reimbursement rates, scope and duration of coverage and in-network benefits, it would have a material adverse effect on our business, results of operations, financial condition and cash flows,*" and "*If the number or percentage of patients with higher-paying commercial insurance declines, it could have a material adverse effect on our business, results of operations, financial condition and cash flows.*"

The introduction of new or modified rules and regulations also generates continuous risks related to appropriate compliance. Changes to the continuously evolving healthcare regulatory landscape may also have the potential to generate opportunities with relative ease of entry for certain smaller and/or non-traditional providers and we may be competing with them for patients in an asymmetrical environment with respect to data and/or regulatory requirements given our status as an ESRD service provider. These opportunities may be enhanced by disruptions or changes to the healthcare regulatory landscape resulting from the ongoing global health crisis. For additional detail on our evolving competitive environment, see the risk factor under the heading *"If we are unable to compete successfully, including, without limitation, implementing our growth strategy and/or retaining patients and physicians willing to serve as medical directors, it could materially adversely affect our business, results of operations, financial condition and cash flows."* In general, if we are unable to efficiently and effectively adjust to new or modified rules and regulations, including with respect to regulatory compliance, it may, among other things, erode our patient base or reimbursement rates and could otherwise have a material adverse impact on our business, results of operation, financial condition and cash flows.

There have also been several state initiatives to limit payments to dialysis providers or impose other burdensome operational requirements, which, if passed, could have a material adverse impact on our business, results of operation, financial condition and cash flow. For instance, in 2020, voters in California considered a statewide ballot initiative that sought to impose certain regulatory requirements on dialysis clinics, including requirements related to physician staffing levels, clinical reporting, clinical treatment options and limitations on the ability to make decisions on closing or reducing services for dialysis clinics. While this ballot initiative was rejected by voters in 2020, we incurred substantial costs to oppose it. We may face ballot initiatives or other proposed regulations or legislation in California or other states in future years, which may require us to incur further substantial costs and which, if passed, could have a material adverse impact on our business, results of operations, financial condition and cash flows.

Finally, there have also been rule making and legislative efforts at both the federal and state level regarding the use of charitable premium assistance for ESRD patients and may establish new conditions for coverage standards for dialysis facilities. For example, on October 13, 2019, a California bill (AB 290) was signed into law that limits the amount of reimbursement paid to certain providers for services provided to patients with commercial insurance who receive charitable premium assistance. The American Kidney Fund (AKF), an organization that provides charitable premium assistance, announced that it would be withdrawing from California as a result of AB 290. The implementation of AB 290 has been stayed pending resolution of legal challenges, but in the event AB 290 becomes effective and the AKF withdraws from California, it may cause other organizations that provide charitable premium assistance to withdraw from California, and we would expect an adverse impact on the ability of patients to afford Medicare premiums and Medicare supplemental and commercial coverage. We expect that such an adverse impact will in turn adversely impact our business, results of operations, financial condition and cash flows. Bills similar to AB 290 were introduced in Illinois (SB 600) and Oregon (SB 900) in 2019, but have not been successfully passed to date. If these or similar bills are introduced and implemented in other jurisdictions, and organizations that provide charitable premium assistance in those jurisdictions are similarly impacted, it could in the aggregate have a material adverse impact on our business, results of operations, financial condition and cash flows. For additional information on the impact of

decreases to the percentage of our patients with commercial insurance, see the risk factor under the heading *"If the number or percentage of patients with higher-paying commercial insurance declines, it could have a material adverse effect on our business, results of operations, financial condition and cash flows"*.

Among other things, regulatory guidance, proposed legislation and ballot initiatives and any similar initiatives could restrict or prohibit the ability of patients with access to alternative coverage from selecting a marketplace plan on or off exchange, limit the amount of revenue that a dialysis provider can retain for caring for patients with commercial insurance, impose burdensome operational requirements, affect payments made to providers for services provided to patients who receive charitable premium assistance and/or otherwise restrict or prohibit the use of charitable premium assistance, or reduce the standards for network adequacy. In turn, these potential impacts could cause us to incur substantial costs to oppose any such proposed requirements or measures, impact our dialysis center development plans, and if passed and/or implemented, could materially reduce our revenues and increase our operating and other costs, adversely impact dialysis centers across the U.S. making certain centers economically unviable, lead to the closure of certain centers, restrict the ability of dialysis patients to obtain and maintain optimal insurance coverage and reduce the number of patients that select commercial insurance plans or MA plans for their dialysis care, among other things.

Evolving proposed or issued laws, requirements, rules and guidance that impact our business, including as may be described above, and any failure on our part to adequately adjust to any resulting marketplace developments, could have a material adverse effect on our business, results of operations, financial condition and cash flows.

To the extent that the information above describes statutory and regulatory provisions, it is qualified in its entirety by reference to the particular statutory and regulatory provisions that are referenced. For additional information related to the laws, rules and other regulations described above, please see Part I, Item 1 "*Business–Government Regulation*" of this Form 10-K.

We are, and may in the future be, a party to various lawsuits, demands, claims, *qui tam* suits, governmental investigations and audits and other legal matters, any of which could result in, among other things, substantial financial penalties or awards against us, mandated refunds, substantial payments made by us, required changes to our business practices, exclusion from future participation in Medicare, Medicaid and other healthcare programs and possible criminal penalties, any of which could have a material adverse effect on our business, results of operations, financial condition, cash flows, reputation and stock price.

We are, and may in the future be, subject to investigations and audits by governmental agencies and/or private civil *qui tam* complaints filed by relators and other lawsuits, demands, claims and legal proceedings, including, without limitation, investigations or other actions resulting from our obligation to self-report suspected violations of law.

Responding to subpoenas, investigations and other lawsuits, claims and legal proceedings as well as defending ourselves in such matters will continue to require management's attention and cause us to incur significant legal expense. Negative findings or terms and conditions that we might agree to accept as part of a negotiated resolution of pending or future legal or regulatory matters could result in, among other things, substantial financial penalties or awards against us, substantial payments made by us, harm to our reputation, required changes to our business practices, exclusion from future participation in Medicare, Medicaid and other healthcare programs and, in certain cases, criminal penalties, any of which could have a material adverse effect on us. It is possible that criminal proceedings may be initiated against us and/or individuals in our business in connection with governmental investigations. Other than as may be described in Note 16 to the consolidated financial statements included in this report, we cannot predict the ultimate outcomes of the various legal proceedings and regulatory matters to which we are or may be subject from time to time, or the timing of their resolution or the ultimate losses or impact of developments in those matters, which could have a material adverse effect on our business, results of operations, financial condition, cash flows, reputation and stock price. See Note 16 to the consolidated financial statements included in this report for further details regarding these and other legal proceedings and regulatory matters.

Privacy and information security laws are complex, and if we fail to comply with applicable laws, regulations and standards, including with respect to third-party service providers that utilize sensitive personal information on our behalf, or if we fail to properly maintain the integrity of our data, protect our proprietary rights to our systems or defend against cybersecurity attacks, we may be subject to government or private actions due to privacy and security breaches or suffer losses to our data and information technology assets, any of which could have a material adverse effect on our business, results of operations, financial condition and cash flows or materially harm our reputation.

We must comply with numerous federal and state laws and regulations in both the U.S. and the foreign jurisdictions in which we operate governing the collection, dissemination, access, use, security and privacy of PHI, including, without limitation, HIPAA and its implementing privacy, security, and related regulations, as amended by the federal Health Information Technology for Economic and Clinical Health Act (HITECH) and collectively referred to as HIPAA. We are also required to report known breaches of PHI and other certain personal information consistent with applicable breach reporting

requirements set forth in applicable laws and regulations. From time to time, we may be subject to both federal and state inquiries or audits related to HIPAA, HITECH and other state privacy laws associated with complaints, desk audits, and data breaches. If we fail to comply with applicable privacy and security laws, regulations and standards, including with respect to third-party service providers that utilize sensitive personal information, including PHI, on our behalf, properly maintain the integrity of our data, protect our proprietary rights, or defend against cybersecurity attacks, it could materially harm our reputation and/or have a material adverse effect on our business, results of operations, financial condition and cash flows. These risks may be intensified to the extent that the laws change or to the extent that we increase our use of third-party service providers that utilize sensitive personal information, including PHI, on our behalf.

Data protection laws are evolving globally, and may continue to add additional compliance costs and legal risks to our international operations. In Europe, the General Data Protection Regulation (GDPR) imposes a comprehensive data protection regime with the potential for regulatory fines as well as data breach litigation by impacted data subjects. Under the GDPR, regulatory penalties may be assessed by data protection authorities for up to the greater of 4% of worldwide turnover or €20 million.

Data protection laws are also evolving nationally, and may add additional compliance costs and legal risks to our U.S. operations. For example, the California Consumer Privacy Act (CCPA) and California Privacy Rights Act (CPRA) have been passed into law in the past several years, and they collectively expand our obligations related to the collection, use and sharing of consumer data and also permit additional penalties, grant additional enforcement authority and authorize private rights of action. The costs of compliance with, and the burdens imposed by, the GDPR, the CCPA, the CPRA or other new laws, regulations or policies may impact our operations and/or limit the ways in which we can provide services or use personal data collected while providing services. If we fail to comply with the requirements of GDPR, the CCPA, the CPRA or other new laws, regulations or policies, we could be subject to penalties that, in some cases, would have a material adverse impact on our business, results of operations, financial condition and cash flows. For more information on regulations affecting our business, see "*Business–Government Regulation*" in Part I, Item 1 of this Form 10-K.

Scrutiny over cybersecurity standards in the health sector is also increasing. In particular, the HHS Office for Civil Rights, in partnership with the Healthcare and Public Health Sector Coordinating Council (HSCC), recently issued cybersecurity guidelines for healthcare organizations that reflect consensus-based, voluntary practices to cost-effectively reduce cybersecurity risks for organizations of varying sizes. Although these HHS-backed guidelines, entitled *"Health Industry Cybersecurity Practices: Managing Threats and Protecting Patients,"* are voluntary, they are likely to serve as an important reference point for the healthcare industry, and may cause us to invest additional resources in technology, personnel and programmatic cybersecurity controls as the cybersecurity risks we face continue to evolve.

Information security risks have significantly increased in recent years in part because of the proliferation of new technologies, the use of the Internet and telecommunications technologies to conduct our operations, and the increased sophistication and activities of organized crime, hackers, terrorists and other external parties, including, among others, foreign state agents. Our business and operations rely on the secure and continuous processing, transmission and storage of confidential, proprietary and other information in our computer systems and networks, including sensitive personal information, such as PHI, social security numbers, and/or credit card information of our patients, teammates, physicians, business partners and others. Our business and operations also rely on certain critical IT vendors that support such processing, transmission and storage (which have become more relevant and important given the information security issues and risks that are intensified through remote work arrangements).

We regularly review, monitor and implement multiple layers of security measures through technology, processes and our people. We utilize security technologies designed to protect and maintain the integrity of our information systems and data, and our defenses are monitored and routinely tested internally and by external parties. Despite these efforts, our facilities and systems and those of our third-party service providers may be vulnerable to privacy and security incidents; security attacks and breaches; acts of vandalism or theft; computer viruses and other malicious code; coordinated attacks by a variety of actors, including, among others, activist entities or state sponsored cyberattacks; emerging cybersecurity risks; cyber risk related to connected devices; misplaced or lost data; programming and/or human errors; or other similar events that could impact the security, reliability and availability of our systems. Internal or external parties may attempt to circumvent our security systems, and we have in the past, and expect that we will in the future, experience attacks on our network including, without limitation, reconnaissance probes, denial of service attempts, malicious software attacks including ransomware or other attacks intended to render our internal operating systems or data unavailable, and phishing attacks or business email compromise. Cybersecurity requires ongoing investment and diligence against evolving threats. Emerging and advanced security threats, including, without limitation, coordinated attacks, require additional layers of security which may disrupt or impact efficiency of operations. As with any security program, there always exists the risk that employees will violate our policies despite our compliance efforts or that certain attacks may be beyond the ability of our security and other systems to detect. There can be no assurance that investments, diligence and/or our internal controls will be sufficient to prevent or timely discover an attack.

Any security breach involving the misappropriation, loss or other unauthorized disclosure or use of confidential information, including, among others, PHI, financial data, competitively sensitive information, or other proprietary data, whether by us or a third party, could have a material adverse effect on our business, results of operations, financial condition, cash flows and materially harm our reputation. We may be required to expend significant additional resources to modify our protective measures, to investigate and remediate vulnerabilities or other exposures, or to make required notifications. The occurrence of any of these events could, among other things, result in interruptions, delays, the loss or corruption of data, cessations in the availability of systems and liability under privacy and security laws, all of which could have a material adverse effect on our business, results of operations, financial condition and cash flows, or materially harm our reputation and trigger regulatory actions and private party litigation. If we are unable to protect the physical and electronic security and privacy of our databases and transactions, we could be subject to potential liability and regulatory action, our reputation and relationships with our patients, physicians, vendors and other business partners would be harmed, and our business, results of operations, financial condition and cash flows could be materially and adversely affected. Failure to adequately protect and maintain the integrity of our information systems (including our networks) and data, or to defend against cybersecurity attacks, could subject us to monetary fines, civil suits, civil penalties or criminal sanctions and requirements to disclose the breach publicly, and could further result in a material adverse effect on our business, results of operations, financial condition and cash flows or harm our reputation. As malicious cyber activity escalates, including activity that originates outside of the U.S., and as our COVID-19 response increases our remote work arrangements and broadens our technology footprint, the risks we face relating to transmission of data and our use of service providers outside of our network, as well as the storing or processing of data within our network, intensify. There have been increased international, federal and state and other privacy, data protection and security enforcement efforts and we expect this trend to continue. While we plan to maintain cyber liability insurance, there can be no assurance that we will successfully be able to obtain such insurance on terms and conditions that are favorable to us or at all. Additionally, any cyber liability insurance may not cover us for all types of losses and may not be sufficient to protect us against the amount of all losses.

We continuously have ongoing negotiations with commercial payors, and if the average rates that commercial payors pay us decline significantly, if patients in commercial plans are subject to restriction in plan designs or if we are unable to maintain contracts with payors with competitive terms, including, without limitation, reimbursement rates, scope and duration of coverage and in-network benefits, it would have a material adverse effect on our business, results of operations, financial condition and cash flows.

A substantial portion of our U.S. dialysis net patient services revenues for the year ended December 31, 2020 was generated from patients who have commercial payors (including hospital dialysis services) as their primary payor. The majority of these patients have insurance policies that pay us on terms and at rates that are generally significantly higher than Medicare rates. The payments we receive from commercial payors generate nearly all of our profit and all of our nonacute dialysis profits come from commercial payors. We continue to experience downward pressure on some of our commercial payment rates as a result of general conditions in the market, including as employers shift to less expensive options for medical services, as a result of consolidations among commercial payors, increased focus on dialysis services and other factors. Commercial payment rates could be materially lower in the future due to these or other factors.

We continuously are in the process of negotiating existing and potential new agreements with commercial payors who aggressively negotiate terms with us, and we can make no assurances about the ultimate results of these negotiations or the timing of any potential rate changes resulting from these negotiations. Sometimes many significant agreements are being renegotiated at the same time. In the event that our ongoing negotiations result in overall commercial rate reductions in excess of overall commercial rate increases, the cumulative effect could have a material adverse effect on our business, results of operations, financial condition and cash flows. We believe payor consolidations have significantly increased the negotiating leverage of commercial payors, and ongoing consolidations may continue to increase this leverage in the future. Our negotiations with payors occur in a highly competitive environment and are also influenced by these marketplace dynamics, and we may experience decreased contracted rates with commercial payors or experience decreases in patient volume, including in instances where we are unable to come to agreement with commercial payors on rates, as our negotiations with commercial payors continue.

Our negotiations with commercial payors may relate to commercial fee-for-service contracts, value-based care (VBC) contracts in which we share risk with commercial payors, as well as contracts to provide dialysis services to Medicare Part C Medicare Advantage (MA) patients. If we fail to maintain contracts with payors and other healthcare providers with competitive or favorable terms, either with respect to commercial plans, commercial VBC contracts, MA plans or otherwise, including, without limitation, with respect to reimbursement rates, scope and duration of coverage and in-network benefits, or if we fail to accurately estimate the price for and manage our medical costs in an effective manner such that the profitability of our value-based products is negatively impacted, it could have a material adverse effect on our business, results of operations, financial condition and cash flows.

These negotiations may also be impacted by legislative or regulatory developments and associated legal rulings. For example, the final rules for the Cures Act included a provision that, effective January 1, 2021, allows Medicare-eligible beneficiaries with ESRD to choose coverage under a MA managed care plan. This provision could broaden patient access to certain enhanced benefits offered by MA plans. MA plans usually provide reimbursement to us at a negotiated rate that is generally higher than Medicare fee-for-service rates. We continue to evaluate the potential ultimate impact of this change in benefit eligibility, as there is significant uncertainty as to how many or which newly eligible ESRD patients will seek to enroll in MA plans for their ESRD benefits and how quickly any such changes would occur. This uncertainty may be heightened by components of the aforementioned final rules, which include a provision that, among other things, removes the objective time and distance standards relating to network adequacy for outpatient dialysis centers for MA plans. If MA plans attempt to use this revision to the rules to limit or restrict their networks, this may adversely impact the number of ESRD patients that select MA plans and also may result in the Company not being an in-network provider for significant MA plans. If kidney patients choose not to enroll in MA plans or choose to leave MA plans, whether due to network adequacy standards or otherwise, or if we fail to provide education to kidney patients in the manner specified by CMS, we could be subject to certain clinical, operational, financial and legal risks, which could have a material adverse effect on our business, results of operations, financial condition and cash flows. In addition, recent price and patient responsibility transparency regulations require health plans to make certain pricing and patient responsibility information publicly available. Certain of the requirements went into effect January 1, 2021 while others will go into effect January 1, 2024. There is a possibility that any changes by health plans resulting from these regulations could impact our revenue and results of operations.

Certain payors have also been attempting to design and implement plans that restrict access to ESRD coverage both in the commercial and individual market. Among other things, these restrictive plan designs seek to limit the duration and/or the breadth of ESRD benefits, limit the number of in-network providers, set arbitrary provider reimbursement rates, or otherwise restrict access to care, all of which may result in a decrease in the number of patients covered by commercial insurance. Payors have also disputed the scope and duration of ESRD benefit coverage under their plans. Any of the foregoing, including developments in plan design or new business activities of commercial payors, may lead to a significant decrease in the number of patients with commercial plans, the duration of benefits for patients under commercial plans and/or a significant decrease in the payment rates we receive, any of which would have a material adverse effect on our business, results of operations, financial condition and cash flows.

In addition, some commercial payors are pursuing or have incorporated policies into their provider manuals limiting or refusing to accept charitable premium assistance from non-profit organizations, such as the American Kidney Fund, which may impact the number of patients who are able to afford commercial plans. Paying for coverage is a significant financial burden for many patients, and ESRD disproportionately affects the low-income population. Charitable premium assistance supports continuity of coverage and access to care for patients, many of whom are unable to continue working full-time as a result of their severe condition. A material restriction in patients' ability to access charitable premium assistance may restrict the ability of dialysis patients to obtain and maintain optimal insurance coverage, and may have a material adverse effect on our business, results of operations, financial condition and cash flows.

For additional details regarding the impact of a decline in our patients under commercial plans, see the risk factor under the heading *"If the number or percentage of patients with higher-paying commercial insurance declines, it could have a material adverse effect on our business, results of operations, financial condition and cash flows."* For additional details regarding specific risks we face regarding potential legislative or regulatory changes that, among other things, could result in fewer patients covered under commercial plans or an increase of patients covered under more restrictive commercial plans with lower reimbursement rates, see the discussion in the risk factor under the headings *"Our business is subject to a complex set of governmental laws, regulations and other requirements and any failure to adhere to those requirements, or any changes in those requirements, could have a material adverse effect on our business, results of operations, financial condition and cash flows, could materially harm our stock price, and in some circumstances, could materially harm our reputation;" and "Changes in federal and state healthcare legislation or regulations could have a material adverse effect on our business, results of operations, financial condition and cash flows."*

If the number or percentage of patients with higher-paying commercial insurance declines, it could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Our revenue levels are sensitive to the number of our patients with higher-paying commercial insurance coverage and the percentage of our patients under higher-paying commercial plans relative to government-based programs. A patient's insurance coverage may change for a number of reasons, including changes in the patient's or a family member's employment status. A material portion of our commercial revenue is concentrated with a limited number of commercial payors, and any changes impacting our highest paying commercial payors will have a disproportionate impact on us. In addition, many patients with commercial and government insurance rely on financial assistance from charitable organizations, such as the American Kidney Fund. Certain payors have challenged our patients' and other providers' patients' ability to utilize assistance from charitable organizations for the payment of premiums, including, without limitation, through litigation and other legal proceedings. The

use of charitable premium assistance for ESRD patients has also faced challenges and inquiries from legislators, regulators and other governmental authorities, and this may continue. In addition, CMS or another regulatory agency or legislative authority may issue a new rule or guidance that challenges or restricts charitable premium assistance. For additional details, see the risk factor under the headings *"Our business is subject to a complex set of governmental laws, regulations and other requirements and any failure to adhere to those requirements, or any changes in those requirements, could have a material adverse effect on our business, results of operations, financial condition and cash flows, could materially harm our stock price, and in some circumstances, could materially harm our reputation;" and "Changes in federal and state healthcare legislation or regulations could have a material adverse effect on our business, results of operations, financial condition and cash flows."* If any of these challenges to kidney patients' use of premium assistance is successful or restrictions are imposed on the use of financial assistance from such charitable organizations or if organizations providing such assistance are no longer available such that kidney patients are unable to obtain, or continue to receive or receive for a limited duration, such financial assistance, it could have a material adverse effect on our business, results of operations, financial condition and cash flows. In addition, if our assumptions about how kidney patients will respond to any change in financial assistance from charitable organizations are incorrect, it could have a material adverse effect on our business, results of operations, financial condition and cash flows.

When Medicare becomes the primary payor for a patient, the payment rate we receive for that patient decreases from the employer group health plan or commercial plan rate to the lower Medicare payment rate. If the number of our patients who have Medicare or another government-based program as their primary payor increases, it could negatively impact the percentage of our patients covered under commercial insurance plans. There are a number of factors that could drive a decline in the percentage of our patients covered under commercial insurance plans, including, among others, a continued decline in the rate of growth of the ESRD patient population, continued improved mortality or the reduced availability of commercial health plans or reduced coverage by such plans through the ACA exchanges or otherwise due to changes to the marketplace, healthcare regulatory system or otherwise. Commercial payors could also cease paying in the primary position after providing 30 months of coverage resulting in potentially material reductions in payment as the patient moves to Medicare primary. Moreover, declining macroeconomic conditions, such as, for example, those resulting from the ongoing COVID-19 pandemic, could also negatively impact the percentage of our patients covered under commercial insurance plans. To the extent there are sustained or increased job losses in the U.S., we could experience a decrease in the number of patients covered under commercial plans and/or an increase in uninsured and underinsured patients independent of whether general economic conditions improve. If we experience higher numbers of uninsured or underinsured patients, it also would result in an increase in uncollectible accounts.

Finally, the ultimate results of our continual negotiations with commercial payors under existing and potential new agreements cannot be predicted and, among other things, could result in a decrease in the number of our patients covered by commercial plans to the extent that we cannot reach agreement with commercial payors on rates and other terms, resulting in termination or non-renewals of existing agreements and our inability to enter into new agreements. Our agreements and rates with commercial payors may be impacted by new business activities of these commercial payors as well as steps that these commercial payors have taken and may continue to take to control the cost of and/or the eligibility for access to the services that we provide, including, without limitation, relative to products on and off the healthcare exchanges. These efforts could impact the number of our patients who are eligible to enroll in commercial insurance plans, and remain on the plans, including plans offered through healthcare exchanges. For additional detail on the risks related to commercial payor activity, including restrictive plan design, see the discussion under the heading "*We continuously have ongoing negotiations with commercial payors, and if the average rates that commercial payors pay us decline significantly, if patients in commercial plans are subject to restriction in plan designs or if we are unable to maintain contracts with payors with competitive terms, including, without limitation, reimbursement rates, scope and duration of coverage and in-network benefits, it would have a material adverse effect on our business, results of operations, financial condition and cash flows.*" We could also experience a further decrease in the payments we receive for services if changes to the marketplace or the healthcare regulatory system result in fewer patients covered under commercial plans or an increase of patients covered under more restrictive commercial plans with lower reimbursement rates, among other things.

If there is a significant reduction in the number of patients under higher-paying commercial plans relative to government-based programs that pay at lower rates or a significant increase in the number of patients that are uninsured and underinsured, it would have a material adverse effect on our business, results of operations, financial condition and cash flows.

If we are not able to successfully implement our strategy with respect to home-based dialysis, including maintaining our existing business and further developing our capabilities in a complex and highly regulated environment, it could have a material adverse effect on our business, results of operations, financial condition and cash flows, and could materially harm our reputation.

Our home-based dialysis services, which include home hemodialysis and peritoneal dialysis (PD), represented approximately 17% of our U.S. dialysis patient services revenues for the year ended December 31, 2020, and have increasingly

become an important part of our overall strategy. In addition, home-based dialysis recently has been the subject of increased political and industry focus. For example, in connection with the 2019 Executive Order, HHS set out specific goals related to home dialysis and CMMI's ESRD Treatment Choices mandatory payment model (ETC) included new incentives to encourage dialysis at home. We are a leader in home-based dialysis and have made investments in processes and infrastructure to continue to grow this modality. There are, however, risks associated with this growth, including, among other things, financial, legal and operational risks related to our ability to design and develop infrastructure and to plan for capacity in a modality that is part of an evolving marketplace. We may also be subject to associated risks related to our ability to successfully manage related operational initiatives, find, train and retain appropriate staff, contract with payors for appropriate reimbursement, and maintain processes to adhere to the complex regulatory and legal requirements, including without limitation those associated with billing Medicare. For additional detail on risks associated with operating in a highly regulated environment, see "*Our business is subject to a complex set of governmental laws, regulations and other requirements and any failure to adhere to those requirements, or any changes in those requirements, could have a material adverse effect on our business, results of operations, financial condition and cash flows, could materially harm our stock price, and in some circumstances, could materially harm our reputation."* In addition to the above risks, certain risks inherent to home-based dialysis will increase as we expand our home-based dialysis offerings, including risks related to managing transitions between in-center and home-based dialysis, billing and telehealth systems, among others. For additional detail on risks associated with information systems and new technology generally, see the risk factor under the heading "*Failing to effectively maintain, operate or upgrade our information systems or those of third-party service providers upon which we rely, including, without limitation, our clinical, billing and collections systems could materially adversely affect our business, results of operations, financial condition and cash flows*."

An increased focus on home-based dialysis is also indicative of the generally evolving market for kidney care. This developing market may create additional opportunities for competition with relative ease of entry, and if we are unable to successfully adapt to these marketplace developments in a timely and compliant manner, we may see a reduction in our overall number of patients, among other things. Our response to the COVID-19 pandemic has also required us to impose certain operational restrictions that may adversely impact certain home-based dialysis initiatives, and the extent of this impact may depend on the severity or duration of the pandemic, among other things. For additional detail on the competitive landscape in kidney care, see the risk factor under the heading *"If we are unable to compete successfully, including, without limitation, implementing our growth strategy and/or retaining patients and physicians willing to serve as medical directors, it could materially adversely affect our business, results of operations, financial condition and cash flows,"* and for additional detail on the impact of COVID-19 on our home-based dialysis business, see the risk factor under the heading "*We face various risks related to the dynamic and evolving novel coronavirus pandemic, any of which may have a material adverse impact on us."* If we are not able to successfully implement our strategy with respect to home-based dialysis, including maintaining our existing business and further developing our capabilities in a complex and highly regulated environment, it could have a material adverse effect on our business, results of operations, financial condition and cash flows, and could materially harm our reputation.

Changes in the structure of and payment rates under the Medicare ESRD program could have a material adverse effect on our business, results of operations, financial condition and cash flows.

A substantial portion of our dialysis revenues are generated from patients who have Medicare as their primary payor. For patients with Medicare coverage, all ESRD payments for dialysis treatments are currently made under a single bundled payment rate which provides a fixed payment rate to encompass all goods and services provided during the dialysis treatment that are related to the treatment of dialysis, subject to certain adjustments as described below. Most lab services are also included in the bundled payment.

Under the ESRD Prospective Payment System (PPS), bundled payments to a dialysis facility may be reduced by as much as 2% based on the facility's performance in specified quality measures set annually by CMS through the ESRD Quality Incentive Program, which was established by the Medicare Improvements for Patients and Providers Act of 2008. The bundled payment rate is also adjusted for certain patient characteristics, a geographic usage index and certain other factors. In addition, the ESRD PPS is subject to rebasing, which can have a positive financial effect, or a negative one if the government fails to rebase in a manner that adequately addresses the costs borne by dialysis facilities. Similarly, as new drugs, services or labs are added to the ESRD bundle, CMS' failure to adequately calculate the costs associated with the drugs, services or labs could have a material adverse effect on our business, results of operations, financial condition and cash flows. In certain instances, new injectable, intravenous or oral products may be reimbursed separately from the bundled payment through a transitional drug add-on payment adjustment (TDAPA). For a discussion of certain risks associated with this transitional pricing process, see the risk factor under the heading, "*Changes in clinical practices, payment rates or regulations impacting pharmaceuticals could have a material adverse effect on our business, results of operations, financial condition, and cash flows and negatively impact our ability to care for patients."*

The current bundled payment system presents certain operating, clinical and financial risks, which include, without limitation:

- Risk that our rates are reduced by CMS. CMS publishes a final rule for the ESRD PPS each year and uncertainty about future payment rates remains a material risk to our business.
- Risk that CMS, on its own or through its contracted Medicare Administrative Contractors (MACs) or otherwise, implements Local Coverage Determinations (LCDs) or implements payment provisions, policy or regulatory mandates, including changes to the existing or future PPS, that limit our ability to either be paid for covered dialysis services or bill for treatments or other drugs and services or other rules that may impact reimbursement. Such payment rules and regulations and coverage determinations or related decisions could have an adverse impact on our operations and revenue. There is also risk commercial insurers could seek to incorporate the requirements or limitations associated with such LCDs or CMS guidance into their contracted terms with dialysis providers, which could have an adverse impact on our revenue.
- Risk that a MAC, or multiple MACs, change their interpretations of existing regulations, manual provisions and/or guidance, or seek to implement or enforce new interpretations that are inconsistent with how we have interpreted existing regulations, manual provisions and/or guidance.
- Risk that CMS implements data and related reporting requirements that result in decreased reimbursement and/or increased technology and operational costs.
- Risk that increases in our operating costs will outpace the Medicare rate increases we receive. We expect operating costs to continue to increase due to inflationary factors, such as increases in labor and supply costs, including, without limitation, increases in maintenance costs and capital expenditures to improve, renovate and maintain our facilities, equipment and information technology to meet changing regulatory requirements and business needs, regardless of whether there is a compensating inflation-based increase in Medicare payment rates or in payments under the bundled payment rate system.
- Risk of continued federal budget sequestration cuts or other disruptions in federal government operations and funding. As a result of the Budget Control Act of 2011, the Bipartisan Budget Act (BBA) and the CARES Act, an annual 2% reduction to Medicare payments took effect on April 1, 2013, and has been extended through 2030 (though the reduction was temporarily suspended from May 1, 2020 through March 31, 2021 in connection with COVID-19 relief related legislation). These across-the-board spending cuts have affected and will continue to adversely affect our business, results of operations, financial condition and cash flows. Any extended disruption in federal government operations and funding, including an extended government shutdown, U.S. government debt default and/or failure of the U.S. government to enact annual appropriations could have a material adverse effect on our business, results of operations, financial condition and cash flows. Additionally, disruptions in federal government operations may delay or negatively impact regulatory approvals and guidance that are important to our operations, and create uncertainty about the pace of upcoming regulatory developments.
- Risk that failure to adequately develop and maintain our clinical systems or failure of our clinical systems to operate effectively could have a material adverse effect on our business, results of operations, financial condition and cash flows. For example, in connection with claims for which at least part of the government's payments to us is based on clinical performance or patient outcomes or co-morbidities, if our clinical systems fail to accurately capture the data we report to CMS or we otherwise have data integrity issues with respect to the reported information, we might be over-reimbursed by the government, which could, among other things, subject us to liability exclusion from participation in federal healthcare programs, and penalties under the federal Civil Monetary Penalty statute and could adversely impact our reputation.

We are subject to similar risks for services billed separately from the ESRD bundled payment, including, without limitation, the risk that a MAC, or multiple MACs, change their interpretations of existing regulations, manual provisions and/or guidance; or seek to implement or enforce new interpretations that are inconsistent with how we have interpreted existing regulations, manual provisions and/or guidance.

In addition to the above risks under the current Medicare ESRD program, changing legislation and other regulatory and executive developments have led and may continue to lead to the emergence of new models of care and other initiatives in both the government and private sector that, among other things, may impact the structure of, and payment rates under, the Medicare ESRD program. Moreover, the number of our patients with primary Medicare coverage may be subject to change, particularly with the effectiveness of the Cures Act, which allows Medicare-eligible individuals with ESRD to enroll in Medicare Part C MA managed care plans. For additional details regarding the risks we face for failing to adhere to our Medicare and Medicaid

regulatory compliance obligations or failing to adequately implement strategic initiatives to adjust to marketplace developments, see the risk factor above under the headings "*Our business is subject to a complex set of governmental laws, regulations and other requirements and any failure to adhere to those requirements, or any changes in those requirements, could have a material adverse effect on our business, results of operations, financial condition and cash flows, could materially harm our stock price, and in some circumstances, could materially harm our reputation;" and "Changes in federal and state healthcare legislation or regulations could have a material adverse effect on our business, results of operations, financial condition and cash flows."*

Changes in clinical practices, payment rates or regulations impacting pharmaceuticals could have a material adverse effect on our business, results of operations, financial condition, and cash flows and negatively impact our ability to care for patients.

Medicare bundles certain pharmaceuticals into the ESRD PPS payment rate at industry average doses and prices. Variations above the industry average may be subject to partial reimbursement through the PPS outlier reimbursement policy.

Changes to industry averages, which can be caused by, among other things, changes in physician prescribing practices, including in response to the introduction of new drugs, treatments or technologies, changes in best and/or accepted clinical practice, changes in private or governmental payment criteria regarding pharmaceuticals, or the introduction of administration policies may negatively impact our ability to obtain sufficient reimbursement levels for the care we provide, which could have a material adverse effect on our business, results of operations, financial condition and cash flows. Physician practice patterns, including their independent determinations as to appropriate pharmaceuticals and dosing, are subject to change, including, for example, as a result of changes in labeling of pharmaceuticals or the introduction of new pharmaceuticals. Additionally, commercial payors have increasingly examined their administration policies for pharmaceuticals and, in some cases, have modified those policies. If such policy and practice trends or other changes to private and governmental payment criteria make it more difficult to preserve our margins per treatment, it could have a material adverse effect on our business, results of operations, financial condition and cash flows. Further, increased utilization of certain pharmaceuticals whose costs are included in a bundled reimbursement rate, or decreases in reimbursement for pharmaceuticals whose costs are not included in a bundled reimbursement rate, could also have a material adverse effect on our business, results of operation, financial condition and cash flows.

Regulations and processes impacting reimbursement for pharmaceuticals and any changes thereto could similarly affect our operating results. For example, from January 1, 2018 to December 31, 2020, calcimimetics was part of the Medicare Part B payment and was subject to a TDAPA period prior to being incorporated into the payment bundle on January 1, 2021. During this transitional period, the wider availability of generic supplies of oral calcimimetics drove the acquisition cost of that drug down, which in turn lowered associated reimbursement rates and led to significant fluctuations in our levels of operating income. In addition, we anticipate that a hypoxia-inducible factor (HIF) product could be approved by the FDA and available to the market during 2021, but as of the date hereof, the timing and details of such an approval, including the contents of the applicable FDA label, remain uncertain. We expect that HIF products will be subject to a TDAPA period prior to being incorporated into the payment bundle. We are developing operational and clinical processes designed to provide the drug as may be required under the applicable regulations and as may be prescribed by physicians and also are working to contract with manufacturers of drug(s) to establish terms and access to the product, as well as payors, as applicable, for reimbursement and/or administration of the drug. If HIF products are approved, we could experience significant fluctuations in our associated levels of operating income and could be subject to material financial, operational and/or legal risk if we are not adequately reimbursed for the cost of the drug, if we are unable to implement effective and appropriate operational measures to distribute the drug, if we fail to implement appropriate storage and diversion controls or if we cannot obtain competitive pricing for the HIF, the aggregate impact of these risks could have a material adverse effect on our business, results of operation, financial condition and cash flows.

Similar operating and clinical rigor and appropriate processes will be needed for other potential new drugs, treatments or technologies that are approved and come onto the market. Any failure to successfully contract with manufacturers for competitive pricing, failure to successfully contract with the government or other payors for appropriate reimbursement, or failure to prepare, develop and implement processes that provide for appropriate availability and use in our clinics could have a material adverse impact on our business, results of operations, financial condition and cash flows. Additionally, as new kidney care drugs, treatments or technologies are introduced over time, we expect that the use of transitional payment adjustments to incorporate certain of these new drugs, treatments or technologies as defined by the CMS policy into the bundled Medicare Part B ESRD payment may lead to fluctuations in associated levels of operating income and risk that the reimbursement levels of such drugs, treatments or technologies may not adequately cover our cost to obtain the drug or other associated costs. Drivers of these risks include, among other things, the risk that CMS may not provide adequate funding in the Medicare Part B ESRD payment in the post-transitional period or such items are not covered by transitional add on pricing, in which case there may be

less clarity on the reimbursement, either of which may in turn materially adversely impact our business, results of operations, financial condition and cash flows.

We may also be subject to increased inquiries or audits from a variety of governmental bodies or claims by third parties related to pharmaceuticals, which would require management's attention and could result in significant legal expense. Any negative findings could result in, among other things, substantial financial penalties or repayment obligations, the imposition of certain obligations on and changes to our practices and procedures as well as the attendant financial burden on us to comply with the obligations, or exclusion from future participation in the Medicare and Medicaid programs, and could have a material adverse effect on our business, results of operations, financial condition, cash flows and reputation. For additional details, see the risk factor under the heading *"Our business is subject to a complex set of governmental laws, regulations and other requirements and any failure to adhere to those requirements, or any changes in those requirements, could have a material adverse effect on our business, results of operations, financial condition and cash flows, could materially harm our stock price, and in some circumstances, could materially harm our reputation."*

Changes in state Medicaid or other non-Medicare government-based programs or payment rates could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Primary coverage for a significant number of our patients comes from state Medicaid programs partially funded by the federal government as well as other non-Medicare government-based programs, such as coverage through the Department of Veterans Affairs (VA). As state governments and other governmental organizations face increasing financial hardship and budgetary pressure, including as a result of the COVID-19 pandemic, we may in turn face reductions in payment rates, delays in the receipt of payments, limitations on enrollee eligibility or other changes to the applicable programs. For example, certain state Medicaid programs and the VA have recently considered, proposed or implemented payment rate reductions.

The VA adopted Medicare's bundled PPS pricing methodology for any veterans receiving treatment from non-VA providers under a national contracting initiative. Since we are a non-VA provider, these reimbursements are tied to a percentage of Medicare reimbursement, and we have exposure to any dialysis reimbursement changes made by CMS. Approximately 3% of our U.S. dialysis net patient services revenues for the year ended December 31, 2020 were generated by the VA.

In 2019, we entered into a Nationwide Dialysis Services contract with the VA that includes five separate one-year renewal periods throughout the term of the contract. The term structure is similar to our prior five-year agreement with the VA, and is consistent with VA practice for similar provider agreements. With this contract award, the VA has agreed to keep our percentage of Medicare reimbursement consistent with that under our prior agreement with the VA during the term of the contract. As with that prior agreement, this agreement provides the VA with the right to terminate the agreements without cause on short notice, among other things. Should the VA renegotiate, not renew or cancel these agreements for any reason, we may cease accepting patients under this program and may be forced to close centers or experience lower reimbursement rates, which could have a material adverse effect on our business, results of operations, financial condition and cash flows.

State Medicaid programs are increasingly adopting Medicare-like bundled payment systems, but sometimes these payment systems are poorly defined and are implemented without any claims processing infrastructure, or patient or facility adjusters. If these payment systems are implemented without any adjusters and claims processing infrastructure, Medicaid payments will be substantially reduced and the costs to submit such claims may increase, which will have a negative impact on our business, results of operations, financial condition and cash flows. In addition, some state Medicaid program eligibility requirements mandate that citizen enrollees in such programs provide documented proof of citizenship. If our patients cannot meet these proof of citizenship documentation requirements, they may be denied coverage under these programs, resulting in decreased patient volumes and revenue. These Medicaid payment and enrollment changes, along with similar changes to other non-Medicare government programs, could reduce the rates paid by these programs for dialysis and related services, delay the receipt of payment for services provided and further limit eligibility for coverage which could have a material adverse effect on our business, results of operations, financial condition and cash flows.

If we are unable to compete successfully, including, without limitation, implementing our growth strategy and/or retaining patients and physicians willing to serve as medical directors, it could materially adversely affect our business, results of operations, financial condition and cash flows.

Patient retention and the continued referrals of patients from referral sources such as hospitals and nephrologists, as well as acquisitions, are some of the important parts of our growth strategy. In our U.S. dialysis business, we continue to face intense competition from large and medium-sized providers, among others, which compete directly with us for the limited acquisition targets as well as for individual patients and physicians qualified to serve as medical directors. U.S. regulations require medical directors for each center. As we and our competitors continue to grow and open new dialysis centers, we may not be able to retain an adequate number of nephrologists to serve as medical directors. Competition in existing and expanding geographies or areas is intense, and is not limited to large competitors with substantial financial resources or to established participants in the

dialysis space. We also compete with individual nephrologists who have opened their own dialysis units or facilities. Moreover, as we continue our expansion into various international markets, we will continue to face competition from large and medium-sized providers, among others, for acquisition targets.

In addition, Fresenius Medical Group, our largest competitor, manufactures a full line of dialysis supplies and equipment in addition to owning and operating dialysis centers. This may, among other things, give it cost advantages over us because of its ability to manufacture its own products. See further discussion regarding risks associated with our suppliers and new technologies under the heading *"If certain of our suppliers do not meet our needs, if there are material price increases on supplies, if we are not reimbursed or adequately reimbursed for drugs we purchase or if we are unable to effectively access new technology or superior products, it could negatively impact our ability to effectively provide the services we offer and could have a material adverse effect on our business, results of operations, financial condition and cash flows."*

In addition to traditional dialysis providers, there have been a number of announcements by non-traditional dialysis providers and others, which relate to entry into the dialysis and pre-dialysis space, the development of innovative technologies, or the commencement of new business activities that could be disruptive to the industry. Some of these new entrants have considerable financial resources. Although these and other potential competitors may face operational or financial challenges, the highly-competitive and evolving dialysis and pre-dialysis marketplaces have presented some opportunities for relative ease of entry for these and other potential competitors. As a result, we may compete with these smaller or non-traditional providers or others in an asymmetrical environment with respect to data and regulatory requirements that we face as an ESRD service provider, thereby negatively impacting our ability to effectively compete. These and other factors have continued to drive change in the dialysis and pre-dialysis space, and if we are unable to successfully adapt to these dynamics, it could have a material adverse impact on our business, results of operations, financial condition and cash flows.

Furthermore, each of the aforementioned competitive pressures and related risks may be impacted by a continued decline in the rate of growth of the ESRD patient population, higher mortality rates for dialysis patients or other reductions in demand for dialysis treatments. The recent 2020 annual data report from the United States Renal Data System (USRDS) suggests that the rate of growth of the ESRD patient population is declining relative to long term trends. A number of factors may impact ESRD growth rates, including, without limitation, the aging of the U.S. population, incidence rates for diseases that cause kidney failure such as diabetes and hypertension, transplant rates, mortality rates for dialysis patients and growth rates of minority populations with higher than average incidence rates of ESRD. Certain of these factors, in particular the mortality rates for dialysis patients, have been impacted by the COVID-19 pandemic. The magnitude of these cumulative COVID-19 related impacts on our patient census and treatment volumes has been substantial and depending on the ultimate severity and duration of the pandemic, could be material. For additional information, see the risk factor under the heading *"Changes in the structure of and payment rates under the Medicare ESRD program could have a material adverse effect on our business, results of operations, financial condition and cash flows."*

If we are not able to effectively implement our growth strategy, including by making acquisitions at the desired pace or at all; if we are not able to continue to maintain the expected or desired level of non-acquired growth; or if we experience significant patient attrition either as a result of new business activities in the dialysis or pre-dialysis space by our existing competitors, other market participants, new entrants, new technology or other forms of competition, or as a result of reductions in demand for dialysis treatments, including, without limitation, due to increased mortality rates for dialysis patients resulting from COVID-19 or otherwise, reduced prevalence of ESRD or an increase in the number of kidney transplants, it could materially adversely affect our business, results of operations, financial condition and cash flows.

We may engage in acquisitions, mergers, joint ventures or dispositions, which may materially affect our results of operations, debt-to-capital ratio, capital expenditures or other aspects of our business, and, under certain circumstances, could have a material adverse effect on our business, results of operations, financial condition and cash flows and could materially harm our reputation.

Our business strategy includes growth through acquisitions of dialysis centers and other businesses, as well as through entry into joint ventures. We may engage in acquisitions, mergers, joint ventures or dispositions or expand into new business lines or models, which may affect our results of operations, debt-to-capital ratio, capital expenditures or other aspects of our business. There can be no assurance that we will be able to identify suitable acquisition targets or merger partners or buyers for dispositions or that, if identified, we will be able to agree to terms with merger partners, acquire these targets or make these dispositions on acceptable terms or on the desired timetable. There can also be no assurance that we will be successful in completing any acquisitions, mergers or dispositions that we announce, executing new business lines or models or integrating any acquired business into our overall operations. There is no guarantee that we will be able to operate acquired businesses successfully as stand-alone businesses, or that any such acquired business will operate profitably or will not otherwise have a material adverse effect on our business, results of operations, financial condition and cash flows or materially harm our reputation. In addition, acquisition, merger or joint venture activity conducted as part of our overall growth strategy is subject to

antitrust and competition laws, and antitrust regulators can investigate future (or pending) and consummated transactions. These laws could impact our ability to pursue these transactions, and under certain circumstances, could result in mandated divestitures, among other things. If a proposed transaction or series of transactions is subject to challenge under antitrust or competition laws, we may incur substantial legal costs, management's attention and resources may be diverted, and if we are found to have violated these or other related laws, regulations or requirements, we could suffer severe consequences that could have a material adverse effect on our business, results of operations, financial condition and cash flows and could materially harm our reputation and stock price. For additional detail, see the risk factor under the heading "*Our business is subject to a complex set of governmental laws, regulations and other requirements and any failure to adhere to those requirements, or any changes in those requirements, could have a material adverse effect on our business, results of operations, financial condition and cash flows, could materially harm our stock price, and in some circumstances, could materially harm our reputation.*" Further, we cannot be certain that key talented individuals at the business being acquired will continue to work for us after the acquisition or that they will be able to continue to successfully manage or have adequate resources to successfully operate any acquired business. In addition, certain of our acquired dialysis centers and facilities have been in service for many years, which may result in a higher level of maintenance costs. Further, our facilities, equipment and information technology may need to be improved or renovated to maintain or increase operational efficiency, compete for patients and medical directors, or meet changing regulatory requirements. Increases in maintenance costs and/or capital expenditures could have, under certain circumstances, a material adverse effect on our business, results of operations, financial condition and cash flows.

Businesses we acquire may have unknown or contingent liabilities or liabilities that are in excess of the amounts that we originally estimated, and may have other issues, including, without limitation, those related to internal controls over financial reporting or issues that could affect our ability to comply with healthcare laws and regulations and other laws applicable to our expanded business, which could harm our reputation. As a result, we cannot make any assurances that the acquisitions we consummate will be successful. Although we generally seek indemnification from the sellers of businesses we acquire for matters that are not properly disclosed to us, we are not always successful. In addition, even in cases where we are able to obtain indemnification, we may discover liabilities greater than the contractual limits, the amounts held in escrow for our benefit (if any), or the financial resources of the indemnifying party. In the event that we are responsible for liabilities substantially in excess of any amounts recovered through rights to indemnification or alternative remedies that might be available to us, or any applicable insurance, we could suffer severe consequences that would have a material adverse effect on our business, results of operations, financial condition and cash flows and could materially harm our reputation.

In addition, under the terms of the equity purchase agreement for the DMG sale (the DMG sale agreement), we agreed to certain indemnification obligations, including with respect to claims for breaches of our representations and warranties regarding compliance with law, litigation, absence of undisclosed liabilities, employee benefit matters, labor matters, or taxes, among others, and other claims for which we provided the buyer with a special indemnity. As a result, we may become obligated to make payments to the buyer relating to our previous ownership and operation of the DMG business. Any such post-closing liabilities and required payments under the DMG sale agreement, or otherwise, or in connection with any other past or future disposition of material assets or businesses could individually or in the aggregate have a material adverse effect on our business, results of operations, financial condition and cash flows and could materially harm our reputation.

Additionally, joint ventures, including, without limitation, our Asia Pacific joint venture, and minority investments inherently involve a lesser degree of control over business operations, thereby potentially increasing the financial, legal, operational and/or compliance risks associated with the joint venture or minority investment. In addition, we may be dependent on joint venture partners, controlling shareholders or management who may have business interests, strategies or goals that are inconsistent with ours. Business decisions or other actions or omissions of the joint venture partner, controlling shareholders or management may require us to make capital contributions or necessitate other payments, result in litigation or regulatory action against us, result in reputational harm to us or adversely affect the value of our investment or partnership, among other things. In addition, we have potential obligations to purchase the interests held by third parties in many of our joint ventures as a result of put provisions that are exercisable at the third party's discretion within specified time periods, pursuant to the applicable agreement. If these put provisions were exercised, we would be required to purchase the third party owner's equity interest, generally at the appraised market value. There can be no assurances that these joint ventures and/or minority investments, including, without limitation, our Asia Pacific joint venture, ultimately will be successful.

If certain of our suppliers do not meet our needs, if there are material price increases on supplies, if we are not reimbursed or adequately reimbursed for drugs we purchase or if we are unable to effectively access new technology or superior products, it could negatively impact our ability to effectively provide the services we offer and could have a material adverse effect on our business, results of operations, financial condition and cash flows.

We have significant suppliers, with a substantial portion of our total vendor spend concentrated with a limited number of third party suppliers. These third party suppliers include, without limitation, suppliers of pharmaceuticals that may be the primary source of products critical to the services we provide, or to which we have committed obligations to make purchases,

sometimes at particular prices. If any of these suppliers do not meet our needs for the products they supply, including, without limitation, in the event of a product recall, shortage or dispute, and we are not able to find adequate alternative sources, if we experience material price increases from these suppliers that we are unable to mitigate, or if some of the drugs that we purchase from our suppliers are not reimbursed or not adequately reimbursed by commercial or government payors, or if we are unable to secure products, including pharmaceuticals at competitive rates and within the desired time frame, it could have a material adverse impact on our business, results of operations, financial condition and cash flows. In addition, the technology related to the products critical to the services we provide is subject to new developments which may result in superior products. If we are not able to access superior products on a cost-effective basis, either due to competitive conditions in the marketplace or otherwise, or if suppliers are not able to fulfill our requirements for such products, we could face patient attrition and other negative consequences which could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Expansion of our operations to and offering our services in markets outside of the U.S. subjects us to political, economic, legal, operational and other risks that could have a material adverse effect on our business, results of operations, financial condition, cash flows and reputation.

We are continuing to expand our operations by offering our services and entering new lines of business in certain markets outside of the U.S., which increases our exposure to the inherent risks of doing business in international markets. Depending on the market, these risks include those relating to:

- changes in the local economic environment;
- political instability, armed conflicts or terrorism;
- public health crises, such as pandemics or epidemics, including the COVID-19 pandemic;
- social changes;
- intellectual property legal protections and remedies;
- trade regulations;
- procedures and actions affecting approval, production, pricing, reimbursement and marketing of products and services;
- foreign currency;
- additional U.S. and foreign taxes;
- export controls;
- antitrust and competition laws and regulations;
- lack of reliable legal systems which may affect our ability to enforce contractual rights;
- changes in local laws or regulations, or interpretation or enforcement thereof;
- potentially longer ramp-up times for starting up new operations and for payment and collection cycles;
- financial and operational, and information technology systems integration;
- failure to comply with U.S. laws, such as the FCPA, or local laws that prohibit us, our partners, or our partners' or our agents or intermediaries from making improper payments to foreign officials or any third party for the purpose of obtaining or retaining business; and
- data and privacy restrictions.

Issues relating to the failure to comply with applicable non-U.S. laws, requirements or restrictions may also impact our domestic business and/or raise scrutiny on our domestic practices.

Additionally, some factors that will be critical to the success of our international business and operations will be different than those affecting our domestic business and operations. For example, conducting international operations requires us to devote significant management resources to implement our controls and systems in new markets, to comply with local laws and regulations, including to fulfill financial reporting and records retention requirements among other things, and to overcome the numerous new challenges inherent in managing international operations, including, without limitation, challenges based on

differing languages and cultures, challenges related to establishing clinical operations in differing regulatory and compliance environments, and challenges related to the timely hiring, integration and retention of a sufficient number of skilled personnel to carry out operations in an environment with which we are not familiar.

Any expansion of our international operations through acquisitions or through organic growth could increase these risks. Additionally, while we may invest material amounts of capital and incur significant costs in connection with the growth and development of our international operations, including to start up or acquire new operations, we may not be able to operate them profitably on the anticipated timeline, or at all.

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

If our joint ventures were found to violate the law, we could suffer severe consequences that would have a material adverse effect on our business, results of operations, financial condition and cash flows and could materially harm our reputation.

As of December 31, 2020, we owned a controlling interest in numerous dialysis-related joint ventures, which represented approximately 27% of our U.S. dialysis revenues for the year ended December 31, 2020. In addition, we also owned noncontrolling equity investments in several other dialysis related joint ventures. We expect to continue to increase the number of our joint ventures. Many of our joint ventures with physicians or physician groups also have certain physician owners providing medical director services to centers we own and operate. Because our relationships with physicians are governed by the federal and state anti-kickback statutes, we have sought to structure our joint venture arrangements to satisfy as many federal safe harbor requirements as we believe are commercially reasonable. Our joint venture arrangements do not satisfy all of the elements of any safe harbor under the federal Anti-Kickback Statute, however, and therefore are susceptible to government scrutiny. Additionally, our joint ventures and minority investments inherently involve a lesser degree of control over business operations, thereby potentially increasing the financial, legal, operational and/or compliance risks associated with the joint venture or minority investment. If our joint ventures are found to violate applicable laws or regulations, we could suffer severe consequences that would have a material adverse effect on our business, results of operations, financial condition and cash flows and could materially harm our reputation. For additional information on these risks, see the risk factors under the headings "*Our business is subject to a complex set of governmental laws, regulations and other requirements and any failure to adhere to those requirements, or any changes in those requirements, could have a material adverse effect on our business, results of operations, financial condition and cash flows, could materially harm our stock price, and in some circumstances, could materially harm our reputation"* and "*We may engage in acquisitions, mergers, joint ventures or dispositions, which may materially affect our results of operations, debt-to-capital ratio, capital expenditures or other aspects of our business, and, under certain circumstances, could have a material adverse effect on our business, results of operations, financial condition and cash flows and could materially harm our reputation."*

There are significant risks associated with estimating the amount of dialysis revenues and related refund liabilities that we recognize, and if our estimates of revenues and related refund liabilities are materially inaccurate, it could impact the timing and the amount of our revenues recognition or have a material adverse effect on our business, results of operations, financial condition and cash flows.

There are significant risks associated with estimating the amount of U.S. dialysis net patient services revenues and related refund liabilities that we recognize in a reporting period. The billing and collection process is complex due to ongoing insurance coverage changes, geographic coverage differences, differing interpretations of contract coverage and other payor issues, such as ensuring appropriate documentation. Determining applicable primary and secondary coverage for approximately 204,200 U.S. patients at any point in time, together with the changes in patient coverage that occur each month, requires complex, resource-intensive processes. Errors in determining the correct coordination of benefits may result in refunds to payors. Revenues associated with Medicare and Medicaid programs are also subject to estimating risk related to the amounts not paid by the primary government payor that will ultimately be collectible from other government programs paying secondary coverage, the patient's commercial health plan secondary coverage or the patient. Collections, refunds and payor retractions typically continue to occur for up to three years and longer after services are provided. We generally expect our range of U.S. dialysis net patient services revenues estimating risk to be within 1% of net revenues for the segment. If our estimates of U.S. dialysis net patient services revenues and related refund liabilities are materially inaccurate, it could impact the timing and the amount of our revenues recognition and have a material adverse impact on our business, results of operations, financial condition and cash flows.

Our ancillary services and strategic initiatives, including, without limitation, our international operations, that we operate or invest in now or in the future may generate losses and may ultimately be unsuccessful. In the event that one

or more of these activities is unsuccessful, our business, results of operations, financial condition and cash flows may be negatively impacted and we may have to write off our investment and incur other exit costs.

Our ancillary services and strategic initiatives are subject to many of the same risks, regulations and laws, as described in the risk factors related to our dialysis business set forth in this Part I, Item 1A, and are also subject to additional risks, regulations and laws specific to the nature of the particular strategic initiative. We expect to add additional service offerings to our business and pursue additional strategic initiatives in the future as circumstances warrant, which could include healthcare services not related to dialysis. Many of these initiatives require or would require investments of both management and financial resources and can generate significant losses for a substantial period of time and may not become profitable in the expected timeframe or at all. There can be no assurance that any such strategic initiative will ultimately be successful. Any significant change in market conditions or business performance, including, without limitation, as a result of the COVID-19 pandemic, or in the political, legislative or regulatory environment, may impact the performance or economic viability of any of these strategic initiatives.

If any of our ancillary services or strategic initiatives, including our international operations, are unsuccessful, it would have a negative impact on our business, results of operations, financial condition and cash flows, and we may determine to exit that line of business. We could incur significant termination costs if we were to exit certain of these lines of business. In addition, we may incur a material write-off or an impairment of our investment, including, without limitation, goodwill or other assets, in one or more of our ancillary services or strategic initiatives. In that regard, we have taken, and may in the future take, impairment and restructuring charges in addition to those described above related to our ancillary services and strategic initiatives, including, without limitation, in our international and pharmacy businesses.

If a significant number of physicians were to cease referring patients to our dialysis centers, whether due to law, rule or regulation, new competition, a perceived decrease in the quality of service levels at our centers or other reasons, it would have a material adverse effect on our business, results of operations, financial condition and cash flows.

Physicians, including medical directors, choose where they refer their patients. Some physicians prefer to have their patients treated at dialysis centers where they or other members of their practice supervise the overall care provided as medical director of the center. As a result, referral sources for many of our centers include the physician or physician group providing medical director services to the center.

Our medical director contracts are for fixed periods, generally ten years, and at any given time a large number of them could be up for renewal at the same time. Medical directors have no obligation to extend their agreements with us and, under certain circumstances, our former medical directors may choose to provide medical director services for competing providers or establish their own dialysis centers in competition with ours. Neither our current nor former medical directors have an obligation to refer their patients to our centers. In addition, there are a number of new entrants into the dialysis space, and physicians, including medical directors, may refer patients to these new entrants rather than the Company.

The aging of the nephrologist population and opportunities presented by our competitors may negatively impact a medical director's decision to enter into or extend his or her agreement with us. Moreover, a perceived decrease in the quality of service levels at our centers or different affiliation models in the changing healthcare environment that limit a nephrologist's choice in where he or she can refer patients, such as an increase in the number of physicians becoming employed by hospitals, may limit a nephrologist's ability or desire to refer patients to our centers or otherwise negatively impact treatment volumes.

In addition, if the terms of any existing agreement are found to violate applicable laws, there can be no assurances that we would be successful in restructuring the relationship, which would lead to the early termination of the agreement. If we are unable to obtain qualified medical directors to provide supervision of the operations and care provided at our dialysis centers, it could affect physicians' desire to refer patients to our dialysis centers. If a significant number of physicians were to cease referring patients to our dialysis centers, it would have a material adverse effect on our business, results of operations, financial condition and cash flows.

If our labor costs continue to rise, including due to shortages, changes in certification requirements and/or higher than normal turnover rates in skilled clinical personnel; or currently pending or future governmental laws, rules, regulations or initiatives impose additional requirements or limitations on our operations or profitability; or, if we are unable to attract and retain key leadership talent, we may experience disruptions in our business operations and increases in operating expenses, among other things, which could have a material adverse effect on our business, results of operations, financial condition and cash flows.

We face increasing labor costs generally, and in particular, we continue to face increased labor costs and difficulties in hiring nurses due to a nationwide shortage of skilled clinical personnel that has been exacerbated by the ongoing COVID-19 pandemic. We have incurred and expect to continue to incur increased labor costs and experience staffing challenges related to

COVID-19 while the pandemic persists, the extent of which will depend on the severity and duration of the pandemic, among other things. For additional discussion of the risks facing us related to COVID-19, see the risk factor under the heading "*We face various risks related to the dynamic and evolving novel coronavirus pandemic, any of which may have a material adverse impact on us.*" We compete for nurses with hospitals and other healthcare providers. This nursing shortage may limit our ability to expand our operations. Furthermore, changes in certification requirements can impact our ability to maintain sufficient staff levels, including to the extent our teammates are not able to meet new requirements, among other things. In addition, if we experience a higher than normal turnover rate for our skilled clinical personnel, our operations and treatment growth may be negatively impacted, which could adversely affect our business, results of operations, financial condition and cash flows. We also face competition in attracting and retaining talent for key leadership positions. If we are unable to attract and retain qualified individuals, we may experience disruptions in our business operations, including, without limitation, our ability to achieve strategic goals, which could have a material adverse effect on our business, results of operations, financial condition and cash flows. For additional information on these risks, see the risk factors under the headings "*Our business is subject to a complex set of governmental laws, regulations and other requirements and any failure to adhere to those requirements, or any changes in those requirements, could have a material adverse effect on our business, results of operations, financial condition and cash flows, could materially harm our stock price, and in some circumstances, could materially harm our reputation;" and "Changes in federal and state healthcare legislation or regulations could have a material adverse effect on our business, results of operations, financial condition and cash flows."*

Our business is labor intensive and could be materially adversely affected if we are unable to attract and retain employees or if union organizing activities or legislative or other changes result in significant increases in our operating costs or decreases in productivity.

Our business is labor intensive, and our financial and operating results have been and continue to be subject to variations in labor-related costs, productivity and the number of pending or potential claims against us related to labor and employment practices. Political or other efforts at the national or local level could result in actions or proposals that increase the likelihood of success of union organizing activities at our facilities and ongoing union organizing activities at our facilities could continue or increase for other reasons. We could experience an upward trend in wages and benefits and labor and employment claims, including, without limitation, the filing of class action suits, or adverse outcomes of such claims, or face work stoppages. In addition, we are and may continue to be subject to targeted corporate campaigns by union organizers in response to which we have been and may continue to be required to expend substantial resources, both time and financial. Any of these events or circumstances could have a material adverse effect on our employee relations, treatment growth, productivity, business, results of operations, financial condition and cash flows.

Failing to effectively maintain, operate or upgrade our information systems or those of third-party service providers upon which we rely, including, without limitation, our clinical, billing and collections systems could materially adversely affect our business, results of operations, financial condition and cash flows.

Our business depends significantly on effective information systems. Our information systems require an ongoing commitment of significant resources to maintain, upgrade and enhance existing systems and develop or contract for new systems in order to keep pace with continuing changes in information processing technology, emerging cybersecurity risks and threats, evolving industry, legal and regulatory standards and requirements, new models of care, and other changes in our business, among other things. For example, the provisions related to data interoperability, information blocking, and patient access in the Cures Act include, among other things, changes to the Office of the National Coordinator for Health Information Technology's (ONC's) Health IT Certification Program and requirements that CMS-regulated payors make relevant claims/care data and provider directory information available through standardized patient access and provider directory application programming interfaces (APIs) that connect to provider electronic health records. We have made and continue to make investments in building data interoperability capabilities, including as part of building on our integrated care capabilities as noted above, and continue to evaluate the potential impact of the CMS and ONC final rules. Any failure to adequately comply with these rules may adversely impact our Medicare business, our ability to scale our integrated care business and our ability to compete with certain smaller and/or non-traditional providers taking advantage of an asymmetrical environment with respect to data and/or regulatory requirements given our status as an ESRD service provider. There can be no assurances that the implementation of planned enhancements to our systems, such as our implementation of these data interoperability provisions or our other efforts that are currently ongoing to upgrade and better integrate our clinical systems, will be successful or that we will ultimately realize anticipated benefits from investments in new or existing information systems. In addition, we may from time to time obtain significant portions of our systems-related support, technology or other services from independent third parties, which may make our operations vulnerable if such third parties fail to perform adequately.

Failure to successfully implement, operate and maintain effective and efficient information systems with adequate technological capabilities, deficiencies or defects in the systems and related technology, or our failure to efficiently and effectively consolidate our information systems to eliminate redundant or obsolete applications, could result in competitive

disadvantages, which could have a material adverse effect on our business, financial condition and results of operations. For additional information on the risks we face in a highly competitive market, see the risk factor under the heading, *"If we are unable to compete successfully, including, without limitation, implementing our growth strategy and/or retaining patients and physicians willing to serve as medical directors, it could materially adversely affect our business, results of operations, financial condition and cash flows."* If the information we rely upon to run our business was found to be inaccurate or unreliable or if we or third parties on which we rely fail to adequately maintain information systems and data integrity effectively, whether due to software deficiencies, human coding or implementation error or otherwise, we could experience difficulty meeting clinical outcome goals, face regulatory problems, including sanctions and penalties, incur increases in operating expenses or suffer other adverse consequences, any of which could be material. Moreover, failure to adequately protect and maintain the integrity of our information systems (including our networks) and data, or information systems and data hosted by third parties upon which we rely, could subject us to severe consequences as described in the risk factor under the heading *"Privacy and information security laws are complex, and if we fail to comply with applicable laws, regulations and standards, including with respect to third-party service providers that utilize sensitive personal information on our behalf, or if we fail to properly maintain the integrity of our data, protect our proprietary rights to our systems or defend against cybersecurity attacks, we may be subject to government or private actions due to privacy and security breaches or suffer losses to our data and information technology assets, any of which could have a material adverse effect on our business, results of operations, financial condition and cash flows or materially harm our reputation."*

Our billing system, among others, is critical to our billing operations. If there are defects in the billing system, or billing systems or services of third parties upon which we rely, we may experience difficulties in our ability to successfully bill and collect for services rendered, including, without limitation, a delay in collections, a reduction in the amounts collected, increased risk of retractions from and refunds to commercial and government payors, an increase in our provision for uncollectible accounts receivable and noncompliance with reimbursement laws and related requirements, any or all of which could materially adversely affect our results of operations.

In the clinical environment, a failure of our clinical systems, or the systems of our third-party service providers, to operate effectively could have a material adverse effect on our business, the clinical care provided to patients, results of operations, financial condition and cash flows. For example, in connection with claims for which at least part of the government's payments to us is based on clinical performance or patient outcomes or co-morbidities, if relevant clinical systems fail to accurately capture the data we report to CMS or we otherwise have data integrity issues with respect to the reported information, this could impact our payments from government payors as well as our ability to retain funds paid to us based on the inaccurate information.

Additionally, we expect the highly competitive environment in which we operate to become increasingly more competitive as the market evolves and new technologies are introduced. This dynamic environment requires continuous investment in new technologies and clinical applications. Machine learning and artificial intelligence are increasingly driving innovations in technology, and parts of our operations may employ robotics. If these technologies or applications fail to operate as anticipated or do not perform as specified, including due to potential design defects and defects in the development of algorithms or other technologies, human error or otherwise, our clinical operations, business and reputation may be harmed. If we are unable to successfully maintain, enhance or operate our information systems, including through the implementation of such technologies or applications in our clinical operations and laboratory, we may be, among other things, unable to efficiently adapt to evolving laws and requirements, unable to remain competitive with others who successfully implement and advance this technology, subject to increased risk under existing laws, regulations and requirements that apply to our business, and our patients' safety may be adversely impacted, any of which could have a material adverse impact on our business, results of operations and financial condition and could materially harm our reputation. For additional detail, see the discussion in the risk factor under the heading *"Our business is subject to a complex set of governmental laws, regulations and other requirements and any failure to adhere to those requirements, or any changes in those requirements, could have a material adverse effect on our business, results of operations, financial condition and cash flows, could materially harm our stock price, and in some circumstances, could materially harm our reputation."*

General Risk Factors

The level of our current and future debt could have an adverse impact on our business, and our ability to generate cash to service our indebtedness and for other intended purposes and our ability to maintain compliance with debt covenants depends on many factors beyond our control.

We have a substantial amount of indebtedness outstanding and we may incur substantial additional indebtedness in the future, including indebtedness incurred to finance repurchases of our common stock pursuant to our share repurchase authorization discussed under "Stock Repurchases" in Part II, Item 7, *"Management's Discussion and Analysis of Financial Condition and Results of Operations."* As described in Note 13 to the consolidated financial statements included in this report,

we are party to a senior secured credit agreement (the Credit Agreement), which consists of a secured term loan A facility, a secured term loan B-1 facility and a secured revolving line of credit in the aggregate principal amount of $1 billion. Our long-term indebtedness also includes $3.250 billion aggregate principal amount of senior notes.

If we are unable to generate sufficient cash to service our indebtedness and for other intended purposes, it could, for example:

- make it difficult for us to make payments on our debt;
- increase our vulnerability to general adverse economic and industry conditions;
- require us to dedicate a substantial portion of our cash flows from operations to payments on our indebtedness, thereby reducing the availability of our cash flow to fund working capital, capital expenditures, acquisitions and investments, repurchases of stock at the levels intended or announced, or at all, and other general corporate purposes;
- limit our flexibility in planning for, or reacting to, changes in our business and the markets in which we operate;
- expose us to interest rate volatility that could adversely affect our business, results of operations, financial condition and cash flows, and our ability to service our indebtedness;
- place us at a competitive disadvantage compared to our competitors that have less debt; and
- limit our ability to borrow additional funds, or to refinance existing debt on favorable terms when otherwise available or at all.

Our senior secured credit facilities bear, and other indebtedness we may incur in the future may bear, interest at a variable rate. As a result, at any given time interest rates on the senior secured credit facilities and any other variable rate debt could be higher or lower than current levels. If interest rates increase, our debt service obligations on our variable rate indebtedness will increase even though the amount borrowed remains the same, and therefore net income and associated cash flows, including cash available for servicing our indebtedness, will correspondingly decrease.

Our indebtedness levels and the required payments on such indebtedness may also be impacted by expected reforms related to LIBOR. The variable interest rates payable under our senior secured credit facilities are linked to LIBOR as the benchmark for establishing such rates. The LIBOR benchmark has been the subject of recent national, international and other regulatory guidance and reform proposals. The reforms may cause LIBOR to perform differently from the past and LIBOR may ultimately cease to exist after 2023. The U.S. Federal Reserve, in conjunction with the Alternative Reference Rates Committee, a steering committee comprised of, among other entities, large U.S. financial institutions, is considering replacing U.S. dollar LIBOR with a new index that measures the cost of borrowing cash overnight, backed by U.S. Treasury securities (SOFR). Whether or not SOFR or any other potential alternative reference rate attains market traction as a LIBOR replacement rate remains in question. Our senior secured credit facilities include mechanics to facilitate the adoption by us and our lenders of an alternative benchmark rate for use in place of LIBOR; however, no assurance can be made that we and our lenders will agree on such an alternative rate and, even if agreed upon, such alternative rate may not perform in a manner similar to LIBOR and may result in interest rates that are higher or lower than those that would have resulted had LIBOR remained in effect.

Our ability to make payments on our indebtedness, to fund planned capital expenditures and expansion efforts, including, without limitation, any strategic acquisitions we may make in the future, to repurchase our stock at the levels intended or announced and to meet our other liquidity needs, will depend on our ability to generate cash. This depends not only on the success of our business but is also subject to economic, financial, competitive, regulatory and other factors that are beyond our control. We cannot provide assurances that our business will generate sufficient cash flows from operations in the future or that future borrowings will be available to us in amounts sufficient to enable us to service our indebtedness or to fund our working capital and other liquidity needs, including those described above. If we are unable to generate sufficient funds to service our outstanding indebtedness or to meet our working capital or other liquidity needs, including those described above, we would be required to refinance, restructure, or otherwise amend some or all of such indebtedness, sell assets, change or reduce our intended or announced uses or strategy for capital deployment, including, without limitation, for stock repurchases, reduce capital expenditures, planned expansions or other strategic initiatives, or raise additional cash through the sale of our equity or equity-related securities. We cannot make any assurances that any such refinancing, restructurings, amendments, sales of assets, or issuances of equity or equity-related securities can be accomplished or, if accomplished, will be on favorable terms or would raise sufficient funds to meet these obligations or our other liquidity needs.

In addition, we may continue to incur indebtedness in the future, and the amount of that additional indebtedness may be substantial. Although the Credit Agreement includes covenants that could limit our indebtedness, we currently have, and expect to continue to have, the ability to incur substantial additional debt. The risks described in this risk factor could intensify as new

debt is added to current debt levels or if we incur any new debt obligations that subject us to restrictive covenants that limit our financial and operational flexibility. Any breach or failure to comply with any of these covenants could result in a default under our indebtedness.

Any failure to pay any of our indebtedness when due or any other default under our credit facilities or our other indebtedness could have a material adverse effect on our business, results of operations, financial condition and cash flows, and could trigger cross default or cross acceleration provisions in our other debt instruments, thereby permitting the holders of that other indebtedness to demand immediate repayment or cease to make future extensions of credit, and, in the case of secured indebtedness, to take possession of and sell the collateral securing such indebtedness to satisfy our obligations.

The borrowings under our senior secured credit facilities and senior indentures are guaranteed by certain of our domestic subsidiaries, and borrowings under our senior secured credit facilities are secured by substantially all of our and certain of our domestic subsidiaries' assets. Such guarantees and the fact that we have pledged such assets may make it more difficult and expensive for us to make, or under certain circumstances could effectively prevent us from making, additional secured and unsecured borrowings.

We could be subject to adverse changes in tax laws, regulations and interpretations or challenges to our tax positions.

We are subject to tax laws and regulations of the U.S. federal, state and local governments as well as various foreign jurisdictions. We compute our income tax provision based on enacted tax rates in the jurisdictions in which we operate. As the tax rates vary among jurisdictions, a change in earnings attributable to the various jurisdictions in which we operate could result in an unfavorable or favorable change in our overall tax provision.

Changes in tax laws or regulations may be proposed or enacted that could adversely affect our overall tax liability. There can be no assurance that changes in tax laws or regulations, both within the U.S. and the other jurisdictions in which we operate, will not materially and adversely affect our effective tax rate, tax payments, results of operations, financial condition and cash flows. For example, changes to the political environment related to the most recent U.S. election cycle increase the likelihood that changes in taxation and related regulations could have a material adverse impact on our results of operations and financial condition. Similarly, changes in tax laws and regulations that impact our patients, business partners and counterparties or the economy generally may also impact our results of operations, financial condition and cash flows.

In addition, tax laws and regulations are complex and subject to varying interpretations, and any significant failure to comply with applicable tax laws and regulations in all relevant jurisdictions could give rise to material penalties and liabilities. We are regularly subject to audits by various tax authorities. For example, our current audits include an audit by the Internal Revenue Service for the years 2014–2017, and it is possible that the final determination of this and any other tax audits and any related litigation could be materially different from our historical income tax provisions and accruals. Any changes in enacted tax laws, rules or regulatory or judicial interpretations; any adverse development or outcome in connection with tax audits in any jurisdiction; or any change in the pronouncements relating to accounting for income taxes could materially and adversely impact our effective tax rate, tax payments, results of operations, financial condition and cash flows.

We may be subject to liability claims for damages and other expenses that are not covered by insurance or exceed our existing insurance coverage that could have a material adverse effect on our business, results of operations, financial condition, cash flows and could materially harm our reputation.

Our operations and how we manage our business may subject us, as well as our officers and directors to whom we owe certain defense and indemnity obligations, to litigation and liability. Our business, profitability and growth prospects could suffer if we face negative publicity or we pay damages or defense costs in connection with a claim that is outside the scope or limits of coverage of any applicable insurance coverage, including, without limitation, claims related to adverse patient events, cybersecurity incidents, contractual disputes, antitrust and competition laws and regulations, professional and general liability and directors' and officers' duties. In addition, we have received notices of claims from commercial payors and other third parties, as well as subpoenas and CIDs from the federal government, related to our business practices, including, without limitation, our historical billing practices and the historical billing practices of acquired businesses. Although the ultimate outcome of these claims cannot be predicted, an adverse result with respect to one or more of these claims could have a material adverse effect on our business, results of operations, financial condition and cash flows, and could materially harm our reputation. We maintain insurance coverage for those risks we deem are appropriate to insure against and make determinations about whether to self-insure as to other risks or layers of coverage. However, a successful claim, including, without limitation, a professional liability, malpractice or negligence claim or a claim related to a cybersecurity incident, which is in excess of any applicable insurance coverage, that is outside the scope or limits of any applicable insurance coverage, or that is subject to our self-insurance retentions, could have a material adverse effect on our business, results of operations, financial condition, cash flows and reputation.

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

- the collapse or insolvency of our insurance carriers;
- further increases in premiums and deductibles;
- increases in the number of liability claims against us or the cost of settling or trying cases related to those claims;
- obtaining insurance with exclusions for things such as communicable diseases; or
- an inability to obtain one or more types of insurance on acceptable terms, if at all.

If we fail to successfully maintain an effective internal control over financial reporting, the integrity of our financial reporting could be compromised, which could have a material adverse effect on our ability to accurately report our financial results, the market's perception of our business and our stock price.

The integration of acquisitions and addition of new business lines into our internal control over financial reporting has required and will continue to require significant time and resources from our management and other personnel and has increased, and is expected to continue to increase our compliance costs. Failure to maintain an effective internal control environment could have a material adverse effect on our ability to accurately report our financial results, the market's perception of our business and our stock price. In addition, we could be required to restate our financial results in the event of a significant failure of our internal control over financial reporting or in the event of inappropriate application of accounting principles.

Deterioration in economic conditions, disruptions in the financial markets or the effects of natural or other disasters, political instability, public health crises or adverse weather events such as hurricanes, earthquakes, fires or flooding could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Deterioration in economic conditions, whether in connection with the COVID-19 pandemic or otherwise, could have a material adverse effect on our business, results of operations, financial condition and cash flows. Among other things, the potential decline in federal and state revenues that may result from such conditions may create additional pressures to contain or reduce reimbursements for our services from Medicare, Medicaid and other government sponsored programs. Increases in job losses in the U.S. as a result of adverse economic conditions, including economic deterioration due to the ongoing COVID-19 pandemic, could result in a smaller percentage of our patients being covered by an employer group health plan and a larger percentage being covered by lower paying Medicare and Medicaid programs. Employers may also select more restrictive commercial plans with lower reimbursement rates. To the extent that payors are negatively impacted by a decline in the economy, we may experience further pressure on commercial rates, a slowdown in collections and a reduction in the amounts we expect to collect. In addition, uncertainty in the financial markets could adversely affect the variable interest rates payable under our credit facilities or could make it more difficult to obtain or renew such facilities or to obtain other forms of financing in the future, if at all. For additional information regarding the risks presented by the COVID-19 pandemic, see the discussion in the risk factor under the heading "*We face various risks related to the dynamic and evolving novel coronavirus pandemic, any of which may have a material adverse impact on us.*" For additional information regarding the risks related to our indebtedness, see the discussion in the risk factor under the heading *"The level of our current and future debt could have an adverse impact on our business, and our ability to generate cash to service our indebtedness and for other intended purposes and our ability to maintain compliance with debt covenants depends on many factors beyond our control."*

Moreover, as of December 31, 2020, we had approximately $6.919 billion of goodwill recorded on our consolidated balance sheet. We account for impairments of goodwill in accordance with the provisions of applicable accounting guidance, and record impairment charges when and to the extent a reporting unit's carrying amount is determined to exceed its estimated fair value. We use a variety of factors to assess changes in the financial condition, future prospects and other circumstances concerning our businesses and to estimate their fair value when applicable. These assessments and the related valuations can involve significant uncertainties and require significant judgment on various matters, some of which could be subject to reasonable disagreement.

Should our revenues and financial results be materially, unfavorably impacted due to, among other things, a worsening of the economic and employment conditions in the United States that negatively impacts reimbursement rates or the availability of insurance coverage for our patients, we may incur future charges to recognize impairment in the carrying amount of our goodwill and other intangible assets, which could have a material adverse effect on our business, results of operation and financial condition.

Further, some of our operations, including our clinical laboratory, dialysis centers and other facilities, may be adversely impacted by the effects of natural or other disasters, political instability, public health crises such as global pandemics or epidemics, including the COVID-19 pandemic, or adverse weather events such as hurricanes, earthquakes, fires or flooding. Each of these effects and risks may be further intensified by the increasing impact of climate change on a global scale. In addition, these risks are particularly heightened for our patients in part because individuals with chronic illness may be more susceptible to the adverse effects of epidemics or other public health crises and also because any natural or other disaster, political instability or adverse weather event that disrupts or limits the operation of any of our centers or other facilities or services may delay or otherwise impact the critical services we provide to dialysis patients. Further, any such event or other occurrence that results in a failure of the fitness of our clinical laboratory, dialysis centers and related operations and/or other facilities or otherwise adversely impacts the safety of our teammates or patients at any of those locations could lead us to face adverse consequences, including, without limitation, the potential loss of data, including PHI or PII, compliance or regulatory investigations, any of which could materially impact our business, results of operation and financial condition, and could materially harm our reputation. For example, our clinical laboratory is located in Florida, a state that has in the past experienced and may in the future experience hurricanes. Natural or other disasters or adverse weather events could significantly damage or destroy our facilities, disrupt operations, increase our costs to maintain operations and require substantial expenditures and recovery time to fully resume operations. In addition, as the effects of climate change progressively surface, such as through potential increases in the frequency and intensity of natural or other disasters or adverse weather events or through laws or regulations adopted in response, we may face increased costs associated with operating our clinics, including, without limitation, with respect to supplies of water or energy costs.

Our presence in markets outside the U.S. may increase our exposure to these and similar risks related to natural disasters, public health crises, political instability, climate change or other catastrophic events outside our control. For additional information regarding the risks related to our international business, see the discussion in the risk factor under the heading "*Expansion of our operations to and offering our services in markets outside of the U.S. subjects us to political, economic, legal, operational and other risks that could have a material adverse effect on our business, results of operations, financial condition, cash flows and reputation.*"

Any or all of these factors, as well as other consequences of these events, none of which we can currently predict, could have a material adverse effect on our business, results of operations, financial condition and cash flows or materially harm our reputation.

Provisions in our organizational documents, our compensation programs and policies and certain requirements under Delaware law may deter changes of control and may make it more difficult for our stockholders to change the composition of our Board of Directors and take other corporate actions that our stockholders would otherwise determine to be in their best interests.

Our organizational documents include provisions that may deter hostile takeovers, delay or prevent changes of control or changes in our management, or limit the ability of our stockholders to approve transactions that they may otherwise determine to be in their best interests. These include provisions prohibiting our stockholders from acting by written consent, advance notice requirements for director nominations and stockholder proposals and granting our Board of Directors the authority to issue preferred stock and to determine the rights and preferences of the preferred stock without the need for further stockholder approval.

Most of our outstanding employee stock-based compensation awards include a provision accelerating the vesting of the awards in the event of a change of control. These and any other change of control provisions may affect the price an acquirer would be willing to pay for our Company.

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

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

Item 1B. Unresolved Staff Comments.

None.

Item 2. Properties.

Our corporate headquarters are located in Denver, Colorado, consisting of one owned 240,000 square foot building and one leased 345,900 square foot location. Our headquarters are occupied by teammates engaged in management, finance, marketing, strategy, legal, compliance and other administrative functions. We lease five business offices located in California, Pennsylvania, Tennessee and Washington, as well as own one business office in Washington for our U.S. dialysis business. Our laboratory is based in Florida where we operate our lab services out of one leased building. We also lease other administrative offices in the U.S. and worldwide.

For our U.S. dialysis business we own the land and buildings for six outpatient dialysis centers. We also own 21 properties for development, including operating outpatient dialysis centers and properties we hold for sale. In addition, we lease a total of four owned properties to third-party tenants. Our remaining outpatient dialysis centers are located on premises that we lease.

The majority of our leases for our U.S. dialysis business cover periods from five years to 20 years and typically contain renewal options of five years to ten years at the fair rental value at the time of renewal. Our leases are generally subject to periodic consumer price index increases, or contain fixed escalation clauses. Our outpatient dialysis centers range in size from approximately 1,000 to 33,000 square feet, with an average size of approximately 7,800 square feet. Our international leases generally range from one to ten years.

Some of our outpatient dialysis centers are operating at or near capacity. However, we believe that we have adequate capacity within most of our existing dialysis centers to accommodate additional patient volume through increased hours and/or days of operation, or, if additional space is available within an existing facility, by adding dialysis stations. We can usually relocate existing centers to larger facilities or open new centers if existing centers reach capacity. With respect to relocating centers or building new centers, we believe that we can generally lease space at economically reasonable rates in the areas planned for each of these centers, although there can be no assurances in this regard. Expansion of existing centers or relocation of our dialysis centers is subject to review for compliance with conditions relating to participation in the Medicare ESRD program, among other things. In states that require a certificate of need or center license, additional approvals would generally be necessary for expansion or relocation.

Item 3. Legal Proceedings.

The information required by this Part I, Item 3 is incorporated herein by reference to the information set forth under the caption "*Contingencies*" in Note 16 to the consolidated financial statements included in this report.

Item 4. Mine Safety Disclosures.

Not applicable.

PART II

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

Our common stock is traded on the New York Stock Exchange under the symbol DVA. The closing price of our common stock on January 29, 2021 was $117.37 per share. According to Computershare, our registrar and transfer agent, as of January 29, 2021, there were 7,594 holders of record of our common stock. This figure does not include the indeterminate number of beneficial holders whose shares are held of record by brokerage firms and clearing agencies.

Our initial public offering was in 1994, and we have not declared or paid cash dividends to holders of our common stock since going public. We have no current plans to pay cash dividends and there are certain limitations on our ability to pay dividends under the terms of our senior secured credit facilities. See "*Liquidity and capital resources*" under Item 7. "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" and the notes to the consolidated financial statements.

Stock Repurchases

The following table summarizes our repurchases of our common stock during the fourth quarter of 2020:

Period	Total number of shares purchased	Average price paid per share	Total number of shares purchased as part of publicly announced plans or programs	Approximate dollar value of shares that may yet be purchased under the plans or programs
	(dollars and shares in thousands, except per share data)			
October 1-31, 2020	1,828	$ 87.96	1,828	$ 515,926
November 1-30, 2020	1,149	105.54	1,149	$ 394,628
December 1-31, 2020	1,216	111.91	1,216	$ 1,929,955
Total	4,193	$ 99.73	4,193	

The following table summarizes our repurchases of our common stock during 2020:

Period	Total number of shares purchased	Average price paid per share	Total number of shares purchased as part of publicly announced plans or programs	Approximate dollar value of shares that may yet be purchased under the plans or programs
	(dollars and shares in thousands, except per share data)			
January 1 - March 31, 2020	4,052	$ 74.81	4,052	$ 1,400,356
April 1 - June 30, 2020	—	—	—	$ 1,400,356
July 1 - September 30, 2020[1]	8,232	88.13	8,232	$ 676,709
October 1 - December 31, 2020	4,193	99.73	4,193	$ 1,929,955
Total	16,477	$ 87.80	16,477	

(1) The total number of shares purchased and the aggregate amount paid for shares repurchased include shares repurchased pursuant to our modified Dutch auction tender offer at a clearing price of $88.00 per share plus related fees and expenses of $2.5 million.

Effective as of the close of business on November 4, 2019, the Board terminated all remaining prior share repurchase authorizations available to us and approved a new share repurchase authorization of $2.0 billion.

Effective on December 10, 2020, the Board terminated all remaining prior share repurchase authorizations available to us under the aforementioned November 4, 2019 authorization and approved a new share repurchase authorization of $2.0 billion. We are authorized to make purchases from time to time in the open market or in privately negotiated transactions, including without limitation, through accelerated share repurchase transactions, derivative transactions, tender offers, Rule 10b5-1 plans or any combination of the foregoing, depending upon market conditions and other considerations.

As of February 10, 2021, we have a total of $1.807 billion available under the current repurchase authorization for additional share repurchases. Although this share repurchase authorization does not have an expiration date, we remain subject to share repurchase limitations, including under the terms of our senior secured credit facilities.

Item 6. Selected Financial Data.

The following financial and operating data should be read in conjunction with Item 7. "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" and our consolidated financial statements filed as part of this report. The following table presents selected consolidated financial and operating data for the periods indicated:

	Year ended December 31,				
	2020	2019	2018	2017	2016
	(dollars and shares in thousands, except per share data)				
Income statement data:					
Total revenues[1]	$ 11,550,604	$ 11,388,479	$ 11,404,851	$ 10,876,634	$ 10,707,467
Operating expenses and charges[2]	9,855,968	9,745,162	9,879,027	9,063,879	8,677,757
Operating income	1,694,636	1,643,317	1,525,824	1,812,755	2,029,710
Debt expense	(304,111)	(443,824)	(487,435)	(430,634)	(414,116)
Debt prepayment, refinancing and redemption charges	(89,022)	(33,402)	—	—	—
Other income, net	16,759	29,348	10,089	17,665	7,511
Income from continuing operations before income taxes	1,318,262	1,195,439	1,048,478	1,399,786	1,623,105
Income tax expense[3]	313,932	279,628	258,400	323,859	431,761
Net income from continuing operations	1,004,330	915,811	790,078	1,075,927	1,191,344
Net (loss) income from discontinued operations, net of tax[4]	(9,653)	105,483	(457,038)	(245,372)	(158,262)
Net income	994,677	1,021,294	333,040	830,555	1,033,082
Less: Net income attributable to noncontrolling interests	(221,035)	(210,313)	(173,646)	(166,937)	(153,208)
Net income attributable to DaVita Inc.	$ 773,642	$ 810,981	$ 159,394	$ 663,618	$ 879,874
Earnings per share attributable to DaVita Inc.:					
Basic income from continuing operations[5]	$ 6.54	$ 4.61	$ 3.66	$ 4.78	$ 5.12
Diluted income from continuing operations[5]	$ 6.39	$ 4.60	$ 3.62	$ 4.71	$ 5.04
Weighted average shares for earnings per share[5]:					
Basic shares	119,797	153,181	170,786	188,626	201,641
Diluted shares	122,623	153,812	172,365	191,349	204,905
Balance sheet data (as of period end):					
Working capital	$ 672,581	$ 1,318,072	$ 3,532,998	$ 5,703,181	$ 1,283,784
Total assets	$ 16,988,516	$ 17,311,394	$ 19,110,252	$ 18,974,536	$ 18,755,776
Long-term debt	$ 7,917,263	$ 7,977,526	$ 8,172,847	$ 9,158,018	$ 8,944,676
Total DaVita Inc. shareholders' equity[5]	$ 1,383,566	$ 2,133,409	$ 3,703,442	$ 4,690,029	$ 4,648,047

(1) On January 1, 2018, we adopted *Revenue from Contracts with Customers* (Topic 606) using the cumulative effect method for those contracts that were not substantially completed as of January 1, 2018. See Notes 1 and 2 of the consolidated financial statements for further discussion of our adoption of Topic 606.

(2) The following table summarizes losses (gains) on changes in ownership interest, net, accruals for legal matters, impairment charges, restructuring charges and gain on settlement included in operating expenses and charges:

	Year ended December 31,				
	2020	2019	2018	2017	2016
	(dollars in thousands)				
Certain operating expenses and charges:					
Loss (gain) on changes in ownership interests, net	$ 16,252		$ (51,888)	$ (6,273)	$ (374,374)
Accruals for legal matters	$ 35,000				$ 15,770
Impairment charges		$ 124,892	$ 27,969	$ 336,223	$ 43,408
Restructuring charges			$ 11,366	$ 2,700	
Gain on settlement				$ (529,504)	

(3) Tax expense for 2017 included a net tax benefit of $251,510 related to U.S. tax legislation passed in December 2017.

(4) On June 19, 2019, we completed the sale of our DMG business to Collaborative Care Holdings, LLC (Optum), a subsidiary of UnitedHealth Group Inc. Accordingly, DMG's results of operations are reported as net income (loss) from discontinued operations, net of

tax for all periods presented and its assets and liabilities were classified as held for sale for the periods reported prior to close of the transaction.

(5) The following table summarizes our common stock activity:

	Year ended December 31,				
	2020	2019	2018	2017	2016
	(dollars and shares in thousands)				
Share repurchases:					
Shares	16,477	41,020	16,844	12,967	16,649
Amounts paid	$ 1,446,767	$ 2,402,475	$ 1,153,511	$ 810,949	$ 1,072,377
Shares issued:					
Stock purchase plan	222	315	398	360	438
Stock award plans	345	161	371	514	1,011

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

Forward-looking statements

This Annual Report on Form 10-K, including this Management's Discussion and Analysis of Financial Condition and Results of Operations, contains statements that are forward-looking statements within the meaning of the federal securities laws and as such are intended to be covered by the safe harbor for "forward-looking statements" provided by the Private Securities Litigation Reform Act of 1995. These forward-looking statements could include, among other things, DaVita's response to and the expected future impacts of the novel coronavirus (COVID-19), including statements about our balance sheet and liquidity, our expenses and expense offsets, revenues, billings and collections, potential need, ability or willingness to use any funds under government relief programs, availability or cost of supplies, treatment volumes, mix expectation, such as the percentage or number of patients under commercial insurance, the availability and administration of COVID-19 vaccines, and overall impact on our patients and teammates, as well as other statements regarding our future operations, financial condition and prospects, expenses, strategic initiatives, government and commercial payment rates, expectations related to value-based care and Medicare Advantage plan enrollment and our ongoing stock repurchase program. All statements in this report, other than statements of historical fact, are forward-looking statements. Without limiting the foregoing, statements including the words "expect," "intend," "will," "could," "plan," "anticipate," "believe," "forecast," "guidance," "outlook," "goals," and similar expressions are intended to identify forward-looking statements. These forward-looking statements are based on DaVita's current expectations and are based solely on information available as of the date of this report. DaVita undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of changed circumstances, new information, future events or otherwise, except as may be required by law. Actual future events and results could differ materially from any forward-looking statements due to numerous factors that involve substantial known and unknown risks and uncertainties. These risks and uncertainties include, among other things:

- *the continuing impact of the dynamic and evolving COVID-19 pandemic, including, without limitation, on our patients, teammates, physician partners, suppliers, business, operations, reputation, financial condition and results of operations; the government's response to the COVID-19 pandemic; the availability, acceptance, impact and efficacy of COVID-19 treatments, therapies and vaccines; further spread or resurgence of the virus, including as a result of the emergence of new strains of the virus; the continuing impact of the pandemic on our revenue and non-acquired growth due to lower treatment volumes; the consequences of an extended economic downturn resulting from the impacts of COVID-19, such as a potential negative impact on our commercial mix, which may persist even after the pandemic subsides; and continuing COVID-19-related costs, such as costs to procure equipment and clinical supplies and higher salary and wage expense. The aforementioned risks and uncertainties may also have the effect of heightening many of the other risks and uncertainties discussed below;*

- *the concentration of profits generated by higher-paying commercial payor plans for which there is continued downward pressure on average realized payment rates, and a reduction in the number or percentage of our patients under such plans, including, without limitation, as a result of restrictions or prohibitions on the use and/or availability of charitable premium assistance, which may result in the loss of revenues or patients, or our making incorrect assumptions about how our patients will respond to any change in financial assistance from charitable organizations;*

- *noncompliance by us or our business associates with any privacy or security laws or any security breach by us or a third party involving the misappropriation, loss or other unauthorized use or disclosure of confidential information;*

- *the extent to which the ongoing implementation of healthcare reform, or changes in or new legislation, regulations or guidance, enforcement thereof or related litigation result in a reduction in coverage or reimbursement rates for our services, a reduction in the number of patients enrolled in higher-paying commercial plans or that are enrolled in or select Medicare Advantage plans or other material impacts to our business; or our making incorrect assumptions about how our patients will respond to any such developments;*

- *a reduction in government payment rates under the Medicare End Stage Renal Disease program or other government-based programs and the impact of the Medicare Advantage benchmark structure;*

- *risks arising from potential changes in laws, regulations or requirements applicable to us, such as potential and proposed federal and/or state legislation, regulation, ballot, executive action or other initiatives, including those related to healthcare and/or labor matters, such as AB 290 in California;*

- *the impact of the political environment and related developments on the current healthcare marketplace and on our business, including with respect to the future of the Affordable Care Act, the exchanges and many other core aspects*

of the current healthcare marketplace, as well as the composition of the U.S. Supreme Court and the new presidential administration and congressional majority;

- *our ability to successfully implement our strategies with respect to home-based dialysis, value-based care and/or integrated kidney care, including maintaining our existing business and further developing our capabilities in a complex and highly regulated environment;*
- *changes in pharmaceutical practice patterns, reimbursement and payment policies and processes, or pharmaceutical pricing, including with respect to hypoxia inducible factors;*
- *legal and compliance risks, such as our continued compliance with complex government regulations;*
- *continued increased competition from dialysis providers and others, and other potential marketplace changes;*
- *our ability to maintain contracts with physician medical directors, changing affiliation models for physicians, and the emergence of new models of care introduced by the government or private sector that may erode our patient base and reimbursement rates, such as accountable care organizations, independent practice associations and integrated delivery systems;*
- *our ability to complete acquisitions, mergers or dispositions that we might announce or be considering, on terms favorable to us or at all, or to integrate and successfully operate any business we may acquire or have acquired, or to successfully expand our operations and services in markets outside the United States, or to businesses outside of dialysis;*
- *the variability of our cash flows, including without limitation any extended billing or collections cycles; the risk that we may not be able to generate or access sufficient cash in the future to service our indebtedness or to fund our other liquidity needs; and the risk that we may not be able to refinance our indebtedness as it becomes due, on terms favorable to us or at all;*
- *factors that may impact our ability to repurchase stock under our stock repurchase program and the timing of any such stock repurchases, as well as our use of a considerable amount of available funds to repurchase stock;*
- *risks arising from the use of accounting estimates, judgments and interpretations in our financial statements;*
- *impairment of our goodwill, investments or other assets; and*
- *uncertainties associated with the other risk factors set forth in Part I, Item 1A. of this Annual Report on Form 10-K, and the other risks and uncertainties discussed in any subsequent reports that we file or furnish with the SEC from time to time.*

The following should be read in conjunction with our consolidated financial statements.

Company overview

Our principal business is to provide dialysis and related lab services to patients in the United States, which we refer to as our U.S. dialysis business. We also operate various ancillary services and strategic initiatives including our international operations, which we collectively refer to as our ancillary services, as well as our corporate administrative support. Our U.S. dialysis business is a leading provider of kidney dialysis services in the U.S. for patients suffering from chronic kidney failure, also known as end stage renal disease (ESRD) or end stage kidney disease (ESKD).

On June 19, 2019, we completed the sale of our DaVita Medical Group (DMG) business to Collaborative Care Holdings, LLC, a subsidiary of UnitedHealth Group Inc. As a result of this transaction, DMG's results of operations have been reported as discontinued operations for all periods presented and DMG is not included below in this Management's Discussion and Analysis.

Notwithstanding the challenges of responding to the novel coronavirus pandemic (COVID-19), our year-over-year overall financial performance in 2020 benefited from increased revenue, which was primarily due to higher average revenue per treatment in our U.S. dialysis business as well as acquired growth in our international business. This was partially offset by increases in labor costs (both operating and overhead), lower margin on calcimimetics, increases in advocacy costs, and increased costs driven by the emergence of COVID-19, including increased costs related to compensation and medical supplies.

Drivers of our financial performance in 2020 included the following:

- improved key clinical outcomes in our U.S. dialysis business, including our recognition as an industry leader for the eighth consecutive year in CMS' Quality Incentive Program and for the last seven years under the CMS Five-Star Quality Rating system;
- revenue growth of 0.9% in U.S. dialysis, 5.3% in U.S. ancillary services, and 11.0% in international operations;
- a net increase of 63 U.S. and 62 international dialysis centers, including entering a new country, the United Kingdom;
- operating cash flows of $1.979 billion from continuing operations;
- repurchase of 16,477,378 shares of our common stock for aggregate consideration of $1.447 billion, and reduction of our share count by 12.6% year-over-year;
- refinancing transactions, including the redemption of our 5.125% and 5.0% senior notes, the issuance of our new 4.625% and 3.75% senior notes and the repricing of our Term Loan B-1 resulting in lower debt expense; and
- impact of COVID-19 as further discussed in Part I. Item 1 *"Business"* and under the heading "*COVID-19 and its impact on our business"* below.

In 2021, we expect that COVID-19 will continue to impact our business and financial performance, as described in further detail below, though the magnitude of these impacts remains difficult to predict and subject to significant uncertainty due to a number of factors, including, among others, the severity and duration of the pandemic; further spread or resurgence of the virus, including as a result of the emergence of new strains of the virus; its impact on the CKD patient population and our patient population; the availability, acceptance, impact and efficacy of COVID-19 treatments, therapies and vaccines; the pandemics' continuing impact on the U.S. and global economies and unemployment; the responses of our competitors to the pandemic and related changes in the marketplace; and the timing, scope and effectiveness of federal, state and local government responses. The continued impacts and disruptions to our business as a result of the COVID-19 pandemic could have a material adverse impact on our patients, teammates, physician partners, suppliers, business, operations, reputation, financial condition, results of operations, cash flows and/or liquidity. On treatment volume, we continue to face pressure primarily driven by the impact of COVID-19 on mortality rates for dialysis patients. This pressure is also influenced by slowing industry growth and competitive activity. On reimbursement rate, we expect modest growth in aggregate, primarily due to the expected net market basket update for Medicare treatments as well as an increase in Medicare Advantage enrollment due to the 21st Century Cures Act, partially offset by the scheduled resumption of Medicare sequestration in 2021. On cost, we continue to expect inflationary pressure on wage rates and other costs, partially offset by continued savings on pharmaceutical costs. We expect to incur significantly less advocacy costs in 2021 than we experienced in 2020. We also expect to continue making investments to expand our ability to offer home-based dialysis service options and further advance our integrated care and value-based care initiatives in 2021. Finally, the timing and scope of any potential changes to the regulatory landscape remain uncertain, particularly in light of the ongoing COVID-19 pandemic and the incoming new federal administration, and as such, considerable uncertainty exists surrounding the continued development of the various governmental laws, regulations and other requirements that impact our business.

The discussion below includes analysis of our financial condition and results of operations for the years ended December 31, 2020 compared to December 31, 2019. Our Annual Report on Form 10-K for the year ended December 31, 2019, includes a discussion and analysis of our financial condition and results of operations for the year ended December 31, 2018, in its Part II Item 7, "*Management's Discussion and Analysis of Financial Condition and Results of Operations*".

References to the "Notes" in the discussion below refer to the notes to the Company's consolidated financial statements included in this Annual Report on Form 10-K at Item 15, "*Exhibits, Financial Statement Schedules*" as referred from Part II Item 8, "*Financial Statements and Supplementary Data.*"

COVID-19 and its impact on our business

As noted above and described in further detail in Part I Item 1, "*Business,*" we continue to closely monitor the impact on our business of the pandemic and the resulting economic environment, including the impact on our patients, teammates, physician partners, suppliers, vendors and business partners. We have dedicated and continue to dedicate substantial resources in response to COVID-19, to help safely maintain continuity of care for our patients throughout this crisis, whether in the hospital, outpatient or home setting, and to help protect our caregivers. Our COVID-19 response has included, among other things, the implementation of additional protocols and operational initiatives related to infection control and clinical best practices, redistribution of resources across geographies and increased investment in and utilization of telehealth capabilities. We also have maintained business process continuity during the pandemic by enabling most back office teammates to work remotely and implemented guidance early in the pandemic to help mitigate health and safety risks to our teammates imposed by COVID-19. Our response protocol generally has allowed us to maintain continuity of care for our patients and we carefully monitor the efficacy of these protocols and their impact on our operations and strategic initiatives as the pandemic continues.

Due in part to the protocols and initiatives described above, we incurred significant costs related to COVID-19 in 2020, and we expect to continue to incur extended and significant additional costs in connection with our response to COVID-19. For example, we have had, and expect to continue to have, increased costs associated with a high demand for our skilled clinical personnel. Additionally, the steps we have taken designed to help safely maintain continuity of care for our patients and help protect our caregivers, such as our policies to implement dedicated care shifts for patients with confirmed or suspected COVID-19 and other enhanced clinical practices, have increased, and are expected to continue to increase, our expenses and use of personal protective equipment (PPE). Our response to COVID-19 also has resulted in higher salary and wage expense, and we have provided, and may provide in the future, substantial financial support associated with relief reimbursement to our teammates. Furthermore, the effort and cost needed to procure certain of our equipment and clinical supplies, including PPE, have increased, and we expect that these increased costs will continue while the pandemic persists. However, our COVID-19 response reduced certain other expenses in 2020, such as those related to teammate travel, though it remains uncertain how much of these reductions, if any, will persist after the pandemic subsides.

We have experienced and expect to continue to experience a negative impact on revenue and non-acquired growth from COVID-19 due to lower treatment volumes, including from the negative impact on our patient census that is the result of changes in rates of mortality. Because ESRD patients may be older and generally have comorbidities, several of which are risk factors for COVID-19, we believe the mortality rate of infected patients is, and will continue to be, higher in the dialysis population than in the general population, and COVID-19 also could impact the CKD population differently. Over the longer term, we believe that changes in mortality in both the CKD and ESRD populations due to COVID-19 will depend primarily on the infection rate, case fatality rate, the age and health status of affected patients, the access to and efficacy of vaccinations as well as willingness to be vaccinated. We expect that these changes are likely to continue to negatively impact our revenue and non-acquired growth even as the pandemic subsides. However, determining the extent to which these impacts should be directly attributable to COVID-19 is difficult due to testing and reporting limitations, and other factors that may drive treatment volumes and new admissions over time, such as the number of transplants or deferred admissions. The magnitude of these cumulative impacts has been substantial, and depending on the ultimate severity and duration of the pandemic, could be material.

In addition, the COVID-19 pandemic and efforts to contain the virus have led to global economic deterioration and rapid and sharp increases in unemployment levels, which ultimately could result in a materially reduced share of our patients being covered by commercial insurance plans, with more patients being covered by lower-paying government insurance programs or being uninsured. These effects may persist after the pandemic subsides as, among other things, our patients could experience permanent changes in their insurance coverage as a result of changes to their employment status. In the event such a material reduction occurs in the share of our patients covered by commercial insurance plans, it would have a material adverse impact on our business, results of operations, financial condition and cash flows. The extent of these effects will be dependent upon, among other things, the extent and duration of the increased unemployment levels for our patient population, economic deterioration and potential recession; the timing and scope of federal, state and local governmental responses to the ongoing pandemic; and patients' ability to retain existing insurance and their individual choices with respect to their coverage. Despite

the broader economic conditions in the U.S. in 2020, our commercial mix in 2020 was relatively flat as compared to our commercial mix in 2019, which we believe was largely due to the fact that older, higher-risk patients who tend to disproportionately have government health insurance coverage, have been more adversely impacted by COVID-19 to date, but the ultimate impact of COVID-19 on our commercial mix will depend on future developments that are highly uncertain and difficult to predict.

The government response to COVID-19 has been wide-ranging and will continue to develop over time, particularly in light of the new federal administration. As a result, we may not be able to accurately predict the nature, timing or extent of the impact of such changes on the markets in which we conduct business or on the other participants that operate in those markets, or any potential changes to the extensive set of federal, state and local laws, regulations and requirements that govern our business. We have worked with certain government agencies to respond to the COVID-19 pandemic, and in certain cases have sought waivers of regulatory requirements. We also are working to help make COVID-19 vaccines available to our patients and teammates, including through coordination with state and federal governments on direct vaccine distribution so that we can administer vaccines to our patients and teammates. These vaccines are currently available under emergency use authorizations, and there can be no assurance that our patients and caregivers will choose to receive a COVID-19 vaccine or that the vaccines will prove to be as safe and effective as currently understood by the scientific community. In addition, we may encounter difficulties with the availability and storage of the vaccines, or experience other complications related to administering the vaccines, some of which have multiple dose requirements. We operate in a complex and highly regulated environment, and the novel nature of our COVID-19 response, including, for example, with respect to regulatory waivers and our administration of the newly developed COVID-19 vaccines, may increase our exposure to legal, regulatory and clinical risks.

Furthermore, a significant initial part of the federal government response to the COVID-19 pandemic was the Coronavirus Aid, Relief, and Economic Security (CARES) Act, a $2 trillion economic stimulus package that was signed into law on March 27, 2020. The CARES Act included a provision that suspended the 2% Medicare sequestration from May 1, 2020 through December 31, 2020, and in the year ended December 31, 2020 our revenues increased due to this suspension as further described below. The Consolidated Appropriations Act 2021, signed into law on December 27, 2020, extended the suspension of the 2% Medicare sequestration until March 31, 2021. While in effect, this legislation has increased, and will continue to increase our revenues. In addition, the CARES Act authorized $100 billion in funding to be distributed to healthcare providers through the federal Public Health and Social Services Emergency Fund (Provider Relief Fund). While we declined approximately $250 million of government funding received in the second quarter of 2020 from the Provider Relief Fund, certain of our competitors accepted such funds. There can be no assurance that financial or other assistance will be available from the government if we have a need for such assistance in the future.

We believe the ultimate impact of this public health crisis on the Company will depend on future developments that are highly uncertain and difficult to predict, including among other things the severity and duration of the pandemic; further spread or resurgence of the virus including as a result of the emergence of new strains of the virus; its impact on the CKD patient population and our patient population; the availability, acceptance, impact and efficacy of COVID-19 treatments, therapies and vaccines; the pandemic’s continuing impact on the U.S. and global economies and unemployment; the responses of our competitors to the pandemic and related changes in the marketplace; and the timing, scope and effectiveness of federal, state and local governmental responses. At this time, we cannot reasonably estimate the ultimate impact the COVID-19 pandemic will have on us, but the adverse impact could be material.

For additional discussion of the COVID-19 pandemic and our response, including its impact on us and related risks and uncertainties, please see the discussion in Part I Item 1 "*Business*" under the headings, "COVID-19 and its impact on our business" and "Human Capital Management", as well as the risk factor in Part I Item 1A. Risk Factors under the heading *“We face various risks related to the dynamic and evolving novel coronavirus pandemic, any of which may have a material adverse impact on us.*”

Consolidated results of operations

The following table summarizes our revenues, operating income and adjusted operating income by line of business. See the discussion of our results for each line of business following this table:

	Year ended December 31,		Annual change	
	2020	2019	Amount	Percent
	(dollars in millions)			
Revenues:				
U.S. dialysis	$ 10,660	$ 10,563	$ 97	0.9 %
Other - ancillary services	1,053	972	81	8.3 %
Elimination of intersegment revenues	(162)	(146)	(16)	(11.0)%
Total consolidated revenues	$ 11,551	$ 11,388	$ 162	1.4 %
Operating income (loss):				
U.S. dialysis	$ 1,918	$ 1,925	$ (7)	(0.4)%
Other - Ancillary services	(76)	(189)	113	59.8 %
Corporate administrative support	(147)	(92)	(54)	(58.7)%
Operating income	$ 1,695	$ 1,643	$ 51	3.1 %
Adjusted operating income (loss):[(1)]				
U.S. dialysis	$ 1,918	$ 1,925	$ (7)	(0.4)%
Other - Ancillary services	(60)	(64)	4	6.3 %
Corporate administrative support	(112)	(92)	(19)	(20.7)%
Adjusted operating income	$ 1,746	$ 1,768	$ (22)	(1.2)%

Certain columns or rows may not sum or recalculate due to the presentation of rounded numbers.

(1) For a reconciliation of adjusted operating income (loss) by reportable segment, see the "Reconciliations of non-GAAP measures" section below.

U.S. dialysis business

Our U.S. dialysis business is a leading provider of kidney dialysis services, operating 2,816 outpatient dialysis centers and serving a total of approximately 204,200 patients. We also provide hospital inpatient dialysis services in approximately 900 hospitals. We estimate that we have approximately a 36% share of the U.S. dialysis market based upon the number of patients we serve.

Approximately 91% of our 2020 consolidated revenues were derived directly from our U.S. dialysis business. The principal drivers of our U.S. dialysis revenues include :

- our number of treatments, which is primarily a function of the number of chronic patients requiring approximately three in-center treatments per week as well as, to a lesser extent, the number of treatments for home-based dialysis and hospital inpatient dialysis; and
- our average dialysis patient service revenue per treatment, including the mix of patients with commercial plans and government programs as primary payor.

Within our U.S. dialysis business, our home-based dialysis and hospital inpatient dialysis services are operationally integrated with our outpatient dialysis centers and related laboratory services. Our outpatient, home-based, and hospital inpatient dialysis services comprise approximately 77%, 17% and 6% of our U.S. dialysis revenues, respectively.

In the U.S., government dialysis-related payment rates are principally determined by federal Medicare and state Medicaid policy. For 2020, approximately 68% of our total U.S. dialysis patient services revenues were generated from government-based programs for services to approximately 90% of our total U.S. patients. These government-based programs are principally Medicare and Medicare Advantage, Medicaid and managed Medicaid plans, and other government plans, representing approximately 57%, 7% and 4% of our U.S. dialysis patient services revenues, respectively.

Dialysis payment rates from commercial payors vary and a major portion of our commercial rates are set at contracted amounts with payors and are subject to intense negotiation pressure. On average, dialysis-related payment rates from contracted commercial payors are significantly higher than Medicare, Medicaid and other government program payment rates, and therefore the percentage of commercial patients in relation to total patients represents a significant driver of our total average dialysis patient service revenue per treatment. Commercial payors (including hospital dialysis services) represent approximately 32% of U.S. dialysis patient services revenues.

For discussion of government reimbursement, the Medicare ESRD bundled payment system, Medicare Advantage and commercial reimbursement, see the discussion in Part I. Item 1. Business under the heading "*U.S. dialysis business – Sources of revenue-concentrations and risks.*" For a discussion of operational, clinical and financial risks and uncertainties that we face in connection with the Medicare ESRD bundled payment system, see the risk factor in Part I. Item 1A. Risk Factors under the heading "*Our business is subject to a complex set of governmental laws, regulations and other requirements and any failure to adhere to those requirements, or any changes in those requirements, could have a material adverse effect on our business, results of operations, financial condition and cash flows, could materially harm our stock price, and in some circumstances, could materially harm our reputation*" For a discussion of operational, clinical and financial risks and uncertainties that we face in connection with commercial payors, see the risk factors in Item 1A. Risk Factors under the headings "*We continuously have ongoing negotiations with commercial payors, and if the average rates that commercial payors pay us decline significantly, if patients in commercial plans are subject to restriction in plan designs or if we are unable to maintain contracts with payors with competitive terms, including, without limitation, reimbursement rates, scope and duration of coverage and in-network benefits, it would have a material adverse effect on our business, results of operations, financial condition and cash flows*"; and "*If the number of patients with higher-paying commercial insurance declines, it could have a material adverse effect on our business, results of operations, financial condition and cash flows*."

Effective January 1, 2018, both oral and intravenous forms of calcimimetics became the financial responsibility of our U.S. dialysis business for our Medicare patients and are reimbursed under Medicare Part B. Since the effective date through December 31, 2020, the oral and intravenous forms of calcimimetics were separately reimbursed through a transitional drug add-on payment adjustment (TDAPA) and not as part of the ESRD PPS bundled payment. These separate reimbursement payments for calcimimetics were subject to change on an annual basis. During the initial TDAPA period, Medicare payments were based on a pass-through rate of the average sales price plus approximately 6% before sequestration (or 4% adjusted for sequestration), and in 2020 they were based on a pass-through rate of the average sales price plus 0%, before sequestration. As expected, as of January 1, 2021, calcimimetics was added to the ESRD PPS bundled payment. We therefore expect our operating income from calcimimetics to be more stable in the future as compared to the past three years under the TDAPA model.

Approximately 4% and 6% of our total U.S. dialysis patient services revenues for the years 2020 and 2019, respectively, are associated with the administration of separately-billable physician-prescribed pharmaceuticals, of which approximately 3% and 4% relate to the administration of calcimimetics, respectively.

We anticipate that we will continue to experience increases in our operating costs in 2021 that may outpace any net Medicare rate increases that we may receive, which could significantly impact our operating results. In particular, we expect to continue experiencing increases in operating costs that are subject to inflation, such as labor and supply costs, including increases in maintenance costs, regardless of whether there is a compensating inflation-based increase in Medicare payment rates or in payments under the ESRD bundled payment rate system. We also continue to expect to incur additional COVID-19-related costs while the pandemic continues. In addition, we expect to continue to incur capital expenditures to improve, renovate and maintain our facilities, equipment and information technology to meet evolving regulatory requirements and otherwise.

U.S. dialysis patient care costs are those costs directly associated with operating and supporting our dialysis centers, home-based dialysis programs and hospital inpatient dialysis programs, and consist principally of labor, benefits, pharmaceuticals, medical supplies and other operating costs of the dialysis centers.

The principal drivers of our U.S. dialysis patient care costs include:

- clinical hours per treatment, labor rates and benefit costs;
- vendor pricing and utilization levels of pharmaceuticals;
- business infrastructure costs, which include the operating costs of our dialysis centers; and
- certain professional fees.

Other cost categories that can present significant variability include employee benefit costs, insurance costs and medical supply costs. In addition, proposed ballot initiatives or referendums, legislation, regulations or policy changes could cause us to incur substantial costs to prepare for, or implement changes required. Any such changes could result in, among other things, increases in our labor costs or limitations on the amount of revenue that we can retain. For additional information on risks associated with potential and proposed ballot initiatives, referendums, legislation, regulations or policy changes, see the risk factor in Item 1A. Risk Factors under the heading, "*Changes in federal and state healthcare legislation or regulations could have a material adverse effect on our business, results of operations, financial condition and cash flows.*"

Our average clinical hours per treatment decreased in 2020 compared to 2019. We are always striving for improved productivity levels, however, changes in things such as federal and state policies or regulatory billing requirements can lead to increased labor costs. In 2020, the demand for skilled clinical personnel increased due to the demand of the pandemic on these resources, intensifying these competitive pressures; however, we managed to increase our overall clinical teammate retention in 2020. In 2020 and 2019, we experienced an increase in our clinical labor rates of approximately 3.0% and 2.0%, respectively, consistent with general industry trends. We also continue to experience increases in the infrastructure and operating costs of our dialysis centers, primarily due to the number of new dialysis centers opened, and general increases in rent, utilities and repairs and maintenance. In 2020, we continued to implement certain cost control initiatives to help manage our overall operating costs, including labor productivity, and we expect to continue these initiatives in 2021.

Our U.S. dialysis general and administrative expenses represented 9.0% and 8.1% of our U.S. dialysis revenues in 2020 and 2019, respectively. Increases in general and administrative expenses over the last several years were primarily related to strengthening our dialysis business and related compliance and operational processes, responding to certain legal and compliance matters, professional fees associated with enhancing our information technology systems and more recent advocacy costs in 2020 related to countering union policy efforts. We expect that these levels of general and administrative expenses will be impacted by lower advocacy costs in 2021 compared to 2020, offset by continued investment in developing our capabilities and executing on our strategic priorities, among other things.

U.S. dialysis results of operations

Revenues:

	Year ended December 31,		Annual change	
	2020	2019	Amount	Percent
	(dollars in millions, except per treatment data)			
Total revenues	$ 10,660	$ 10,563	$ 97	0.9 %
Dialysis treatments	30,314,619	30,172,699	141,920	0.5 %
Average treatments per day	96,667	96,398	269	0.3 %
Treatment days	313.6	313.0	0.6	0.2 %
Average patient service revenue per treatment	$ 350.31	$ 349.02	$ 1.29	0.4 %
Normalized non-acquired treatment growth[(1)]	1.0%	2.2%		(1.2)%

Certain columns or rows may not sum or recalculate due to the presentation of rounded numbers.

(1) Normalized non-acquired treatment growth reflects year over year growth in treatment volume, adjusted to exclude acquisitions and other similar transactions, and further adjusted to normalize for the number and mix of treatment days in a given period versus the prior period.

U.S. dialysis revenues in 2020 increased primarily due to an increase in dialysis treatments and an increase in our average patient service revenue per treatment. The increase in our U.S. dialysis treatments was driven by approximately one additional treatment day in 2020 compared to 2019 and an increase in acquired and non-acquired treatments, partially offset by the deconsolidation of two dialysis partnerships, as described below under the heading "Equity investment income". Treatments were negatively impacted by higher mortality than experienced historically as well as a decline in new admissions. We believe the increased mortality rate is largely attributable to the impact of COVID-19 on our patient population. Our U.S. dialysis revenues were positively impacted by an increase in our average patient service revenue per treatment driven by favorable changes in government rate, including an increase in Medicare rates due to a base rate increase in 2020 and the temporary suspension of Medicare sequestration as well as an increase in hospital inpatient dialysis services revenue per treatment, partially offset by a decline in calcimimetics reimbursement.

Operating expenses and charges:

	Year ended December 31,		Annual change	
	2020	2019	Amount	Percent
	(dollars in millions, except per treatment data)			
Patient care costs	$ 7,222	$ 7,219	$ 3	— %
General and administrative[(1)]	958	857	101	11.8 %
Depreciation and amortization	595	583	11	1.9 %
Equity investment income	(33)	(22)	(11)	(50.0)%
Total operating expenses and charges	$ 8,742	$ 8,638	$ 104	1.2 %
Patient care costs per treatment	$ 238.24	$ 239.27	$ (1.03)	(0.4)%

Certain columns or rows may not sum or recalculate due to the presentation of rounded numbers.

(1) General and administrative expenses for the year ended December 31, 2020 included advocacy costs of approximately $67 million incurred to counter union policy efforts, including a California ballot initiative.

Patient care costs. U.S. dialysis patient care costs are those costs directly associated with operating and supporting our dialysis centers and consist principally of compensation expenses including labor and benefits, pharmaceuticals, medical supplies and other operating costs of the dialysis centers.

U.S. dialysis patient care costs per treatment decreased primarily due to decreases in pharmaceutical unit costs, as well as decreased travel expenses due to COVID-19. These decreases were partially offset by an increase in labor costs and COVID-19-related costs, including compensation, medical supplies and teammate relief reimbursement and benefit program expenses.

General and administrative expenses. U.S. dialysis general and administrative expenses in 2020 increased primarily due to an increase in advocacy costs incurred to counter union policy efforts, including those related to a California ballot initiative. These increases were also driven by contributions to our charitable foundation, labor costs and COVID-19-related costs, including compensation expenses. These increases were partially offset by a decrease in travel expenses due to COVID-19 and a decrease in long-term incentive compensation expense.

Depreciation and amortization. Depreciation and amortization expense is directly impacted by the number of dialysis centers we develop and acquire. U.S. dialysis depreciation and amortization expense increased primarily due to growth in the number of dialysis centers we operate.

Equity investment income. U.S. dialysis equity investment income increased primarily due to the deconsolidation of two of our near 50%-owned dialysis partnerships at year-end 2019, based on a reassessment of relative rights and powers over these partnerships. Our portion of these partnerships' earnings are now recognized in equity investment income.

Operating income and adjusted operating income

	Year ended December 31,		Annual change	
	2020	2019	Amount	Percent
	(dollars in millions)			
Operating income	$ 1,918	$ 1,925	$ (7)	(0.4)%
Adjusted operating income[(1)]	$ 1,918	$ 1,925	$ (7)	(0.4)%

Certain columns or rows may not sum or recalculate due to the presentation of rounded numbers.

(1) For a reconciliation of adjusted operating income by reportable segment, see the "Reconciliations of non-GAAP measures" section below.

U.S. dialysis operating income and adjusted operating income in 2020 decreased compared to 2019 primarily due to a decrease in calcimimetics margin, increases in labor costs, advocacy costs and charitable contributions; and an increase in COVID-19-related expenses, including compensation, medical supplies, and reimbursement and benefit program expenses, as described above. These decreases to operating income were partially offset by volume growth from approximately one additional treatment day in the year and an increase in our average dialysis patient service revenue per treatment, as described above, as well as decreases in pharmaceutical unit costs, travel expenses and long-term incentive compensation expense.

Other - Ancillary services

Our other operations include ancillary services that are primarily aligned with our core business of providing dialysis services to our network of patients. As of December 31, 2020, these consisted primarily of integrated care (DaVita IKC), ESRD seamless care organizations (ESCOs), clinical research programs (DaVita Clinical Research), and physician services, as well as our international operations. These ancillary services, including our international operations, generated revenues of approximately $1.053 billion in 2020, representing approximately 9% of our consolidated revenues. As further described in the risk factor in Item 1A. Risk Factors under the heading, "*Our ancillary services and strategic initiatives, including, without limitation, our international operations, that we operate or invest in now or in the future may generate losses and may ultimately be unsuccessful. In the event that one or more of these activities is unsuccessful, our business, results of operations, financial condition and cash flows may be negatively impacted and we may have to write off our investment and incur other exit costs*," if any of our ancillary services or strategic initiatives, such as our international operations, are unsuccessful, it could have a negative impact on our business, results of operations, financial condition and cash flows, and we may determine to exit that line of business, which could result in significant termination costs. In addition, we have in the past and may in the future incur material write-offs or impairments of our investments, including goodwill, in one or more of these ancillary services.

We expect to add additional service offerings to our business and pursue additional strategic initiatives in the future as circumstances warrant, which could include, among other things, healthcare services not related to dialysis.

As of December 31, 2020, our international dialysis operations provided dialysis and administrative services through a total of 321 outpatient dialysis centers located in ten countries outside of the U.S. For 2020, total revenues generated from our international operations were approximately 5% of our consolidated revenues.

Ancillary services results of operations

	Year ended December 31,		Annual change	
	2020	2019	Amount	Percent
	(dollars in millions)			
Revenues:				
U.S. ancillary	$ 489	$ 464	$ 25	5.4 %
International	564	508	56	11.0 %
Total ancillary services revenues	$ 1,053	$ 972	$ 81	8.3 %
Operating (loss) income:				
U.S. ancillary	$ (99)	$ (66)	$ (33)	(50.0)%
International[1]	23	(123)	146	118.7 %
Total ancillary services loss	$ (76)	$ (189)	$ 113	59.8 %
Adjusted operating (loss) income[2]:				
U.S. ancillary	$ (83)	$ (66)	$ (17)	(25.8)%
International[1]	23	2	21	1,050.0 %
Total adjusted operating loss:	$ (60)	$ (64)	$ 4	6.3 %

Certain columns or rows may not sum or recalculate due to the presentation of rounded numbers.

(1) The reported operating income (loss) and adjusted operating income for the years ended December 31, 2020 and December 31, 2019, include approximately $3 million and $2 million, respectively, of foreign currency losses.

(2) For a reconciliation of adjusted operating (loss) income by reportable segment, see the "Reconciliations of non-GAAP measures" section below.

Revenues:

Our U.S. ancillary services revenues in 2020 increased due to an increase in revenues at our integrated care business, primarily due to revenue increases in our special needs plans, as well as an increase in revenues in our ESCO and physician services businesses. These increases were partially offset by a decrease in revenue in our clinical research programs, as well as due to the sale of Lifeline, as described below. Our international revenues increased primarily as a result of acquired treatment growth as we continue to expand our international business.

Charges impacting operating income:

Loss on changes in ownership interests, net. We sold 100% of the stock of Lifeline, our vascular access business, effective May 1, 2020 and recognized a loss of approximately $16 million on this transaction.

Goodwill impairment charges. During 2019, we recognized goodwill impairment charges of $125 million in our international reporting units. See further discussion of these impairment charges and our reporting units that remain at risk of goodwill impairment in Note 10 to the consolidated financial statements.

Operating loss and adjusted operating loss:

Our U.S. ancillary services operating loss in 2020 was negatively impacted by the loss on sale of Lifeline, as described above, and both U.S. ancillary operating loss and adjusted operating loss were negatively impacted by an increase in medical costs due to COVID-19 in our integrated care business and a decrease in revenue in our clinical research programs, partially offset by increases in revenues in our integrated care and ESCO businesses. International operating results and adjusted operating results increased in 2020 compared to 2019. International operating results in 2019 were negatively impacted by goodwill impairment charges, as described above, and both international operating results and adjusted operating results benefited in 2020 primarily from acquisition-related growth and the reduction of certain other periodic expenses, partially offset by increased medical supplies costs and higher mortality due to COVID-19.

Corporate administrative support

Corporate administrative support consists primarily of labor, benefits and long-term incentive compensation expense, as well as professional fees for departments which provide support to all of our various operating lines of business. In 2020, corporate support also included an accrual for legal matters. Corporate administrative support expenses are included in general and administrative expenses on our consolidated income statement.

Accruals for legal matters. During 2020, we recorded a net charge for legal matters of $35 million.

Corporate administrative support expenses increased $54 million in 2020 primarily driven by accruals for legal matters, as described above. In addition, both corporate administrative support and adjusted corporate administrative support expenses increased in 2020 due to an increase in severance accruals recorded in the second quarter of 2020 associated with our senior executive leadership transition and an increase in long-term compensation expense.

Corporate-level charges

	Year ended December 31,		Annual change	
	2020	2019	Amount	Percent
	(dollars in millions)			
Debt expense	$ 304	$ 444	$ (140)	(31.5)%
Debt prepayment, refinancing and redemption charges	$ 89	$ 33	$ 56	169.7 %
Other income, net	$ 17	$ 29	$ (13)	(44.8)%
Effective income tax rate	23.8 %	23.4 %		0.4 %
Effective income tax rate from continuing operations attributable to DaVita Inc.[1]	28.6 %	28.3 %		0.3 %
Net income attributable to noncontrolling interests	$ 221	$ 210	$ 11	5.2 %

Certain columns or rows may not sum or recalculate due to the presentation of rounded numbers.

(1) For a reconciliation of our effective income tax rate from continuing operations attributable to DaVita Inc., see the "Reconciliations of non-GAAP measures" section below.

Debt expense

Debt expense decreased primarily due to a decrease in our outstanding debt balances and a decrease in the overall weighted average effective interest rate on our debt in 2020. Our overall weighted average effective interest rate in 2020 was 3.59% compared to 5.01% in 2019. See Note 13 to the consolidated financial statements for further information on the components of our debt and changes in them since 2019.

Debt prepayment, refinancing and redemption charges

Debt prepayment, refinancing and redemption charges were $89 million in 2020 as a result of the redemption in full of both our $1.75 billion aggregate principal amount outstanding of 5.125% senior notes and our $1.50 billion aggregate principal amount outstanding of 5.0% senior notes. These 2020 charges represented debt redemption premium charges and deferred financing cost write-offs associated with our prior senior note debt that was paid in full. These charges recognized in 2020 also included $3 million of refinancing charges comprised partially of fees incurred on the repricing of our Term Loan B and partially of deferred financing costs written off for the portion of this debt considered extinguished and reborrowed. In 2019, we incurred debt prepayment, refinancing and redemption charges of $33 million as a result of the repayment of all principal balances outstanding under our prior senior secured credit facilities and the redemption of our $1.25 billion aggregate principal amount outstanding of 5.75% senior notes. See further discussion of our 2020 debt prepayment, refinancing and redemption charges in Note 13 to the consolidated financial statements.

Other income

Other income consists primarily of interest income on cash and cash equivalents and short- and long-term investments, realized and unrealized gains and losses recognized on investments, and foreign currency transaction gains and losses. Other income decreased in 2020 primarily due to a decrease in interest income on our holdings of cash and cash equivalents in 2020 and a decrease in foreign currency transaction gains.

Provision for income taxes

The effective income tax rate and effective income tax rate from continuing operations attributable to DaVita Inc. increased in 2020 primarily due to an increase in nondeductible advocacy costs and the impact of a discrete benefit included in the 2019 tax rate from a reduction in the blended state rate. This increase was partially offset by a reduction in accruals associated with uncertain tax positions in 2020.

Net income attributable to noncontrolling interests

The increase in income attributable to noncontrolling interests in 2020 compared to 2019 was due to improved earnings at certain U.S. dialysis partnerships, including, among other things, reimbursements we made to certain of our U.S. dialysis partnerships for certain COVID-19-related expenses, partially offset by the deconsolidation of two dialysis partnerships at year-end 2019.

Accounts receivable

Our consolidated accounts receivable balances at December 31, 2020 and December 31, 2019, were $1.824 billion and $1.796 billion, respectively, representing approximately 59 days and 58 days of revenue (DSO), respectively, net of allowances for uncollectible accounts. The increase in consolidated DSO was primarily due to an increase of one day of DSO in our U.S. dialysis business primarily due to held claims for COVID-19-related cohort arrangement billings as well as claims from centers impacted by hurricanes in the fourth quarter of 2020. Our DSO calculation is based on the current quarter’s average revenues per day. There were no significant changes during 2020 from 2019 in the amount of unreserved accounts receivable over one year old or the amounts pending approval from third-party payors.

As of December 31, 2020 and 2019, our net patient services accounts receivable balances that are more than six months old represents approximately 17% and 18%, respectively of our total net accounts receivable balances outstanding. Substantially all revenue realized is from government and commercial payors, as discussed above. There were no significant unreserved balances over one year old. Less than 1% of our revenues are classified as patient pay.

Amounts pending approval from third-party payors associated with Medicare bad debt claims as of December 31, 2020 and 2019, other than the standard monthly billing, consisted of approximately $154 million and $138 million, respectively, and are classified as other receivables. A significant portion of our Medicare bad debt claims are typically paid to us before the Medicare fiscal intermediary audits the claims but are subject to subsequent adjustment based upon the actual results of those audits. Such audits typically occur one to four years after the claims are filed.

Liquidity and capital resources

The following table summarizes our major sources and uses of cash, cash equivalents and restricted cash:

	Year ended December 31,		Annual change	
	2020	2019[1]	Amount	Percent
	(dollars in millions)			
Net cash provided by operating activities:				
Net income	$ 995	$ 1,021	$ (27)	(2.6)%
Non-cash items in net income	1,089	964	124	12.9 %
Other working capital changes	(78)	111	(190)	(171.2)%
Other	(26)	(24)	(1)	(4.2)%
	$ 1,979	$ 2,072	$ (93)	(4.5)%
Net cash (used in) provided by investing activities:				
Capital expenditures:				
Routine maintenance/IT/other	$ (399)	$ (375)	$ (24)	(6.4)%
Development and relocations	(275)	(391)	116	29.7 %
Acquisition expenditures	(182)	(101)	(81)	(80.2)%
Proceeds from sale of self-developed properties	93	58	36	62.1 %
DMG net sale proceeds received, net of DMG cash sold	(47)	3,825	(3,872)	(101.2)%
Other	(15)	(20)	5	25.0 %
	$ (825)	$ 2,995	$ (3,821)	(127.6)%
Net cash used in financing activities:				
Debt (payments) issuances, net	$ (64)	$ (1,995)	$ 1,931	96.8 %
Deferred financing and debt redemption costs	(106)	(85)	(21)	(24.7)%
Distributions to noncontrolling interests	(253)	(233)	(20)	(8.6)%
Contributions from noncontrolling interests	43	57	(14)	(24.6)%
Stock award exercises and other share issuances	(1)	11	(12)	(109.1)%
Share repurchases	(1,458)	(2,384)	925	38.8 %
Other	(8)	(68)	60	88.2 %
	$ (1,847)	$ (4,696)	$ 2,850	60.7 %
Total number of shares repurchased	16,477,378	41,020,232	(24,542,854)	(59.8)%
Free cash flow from continuing operations[2]	$ 1,188	$ 1,127	$ 61	5.4 %

Certain columns or rows may not sum or recalculate due to the presentation of rounded numbers.

(1) Represents consolidated cash flow activity, including cash flows related to discontinued operations.

(2) For a reconciliation of our free cash flow from continuing operations, see the "Reconciliations of Non-GAAP measures" section below.

Consolidated cash flows

Consolidated cash flows from operating activities for 2020 were $1,979 million, all of which was from continuing operations, compared with consolidated operating cash flows for the same period in 2019 of $2,072 million, of which $1,973 million was from continuing operations. The increase in cash flow from continuing operations was primarily driven by a decrease in cash interest paid partially offset by COVID-19-related expenses in 2020, and increases in labor and advocacy costs, as well as an increase in DSO of approximately one day in 2020 compared to 2019.

Cash flows from investing activities in 2020 decreased $3,821 million compared to 2019 primarily due to the net cash proceeds received from the DMG sale, which closed in June 2019, as well as an increase in acquisition expenditures partially offset by a decrease in capital expenditures. We developed 31 fewer centers and acquired 51 additional centers in 2020 compared to 2019. See below for additional information regarding the growth in our dialysis centers.

Cash flows from financing activities improved $2,850 million in 2020 compared to 2019. Significant sources of cash during 2020 included issuances of $1,500 million in aggregate principal amount of 3.75% senior notes due 2031 in August 2020 and $1,750 million in aggregate principal amount of 4.625% senior notes due 2030 in June 2020, as well as a net draw of $75 million on our revolving line of credit. Significant uses of cash during 2020 included the subsequent redemptions in full of $1,500 million in aggregate principal amount of 5.0% senior notes due 2025 in August 2020 and $1,750 million in aggregate principal amount of 5.125% senior notes due 2024 in July 2020. Other net payments during 2020 primarily consisted of regularly scheduled mandatory principal payments under our senior secured credit facilities totaling approximately $55 million on Term Loan A and $27 million on Term Loan B-1 and additional required principal payments under other debt arrangements. In addition, we incurred bond issuance costs of approximately $38 million, debt redemption premium charges related to the redemption of our senior notes due in 2024 and 2025 of approximately $67 million and costs of repricing our Term Loan B of approximately $3 million. See further discussion in Note 13 to the consolidated financial statements related to debt financing activities. By comparison, in 2019 debt payments primarily consisted of principal prepayments totaling $5,142 million on our term debt under our prior senior secured credit facility funded primarily by the net proceeds from the DMG sale and the redemption of all of our outstanding 5.75% senior notes due in 2022 for an aggregate cash payment consisting of principal and redemption premium of $1,262 million, partially offset by funding of our term debt of $4,500 million under our new senior credit facility. Cash flows used for share repurchases also decreased in 2020 as compared to 2019. See below for further information on our share repurchases.

Dialysis center capacity and growth

We are typically able to increase our capacity by extending hours at our existing dialysis centers, expanding our existing dialysis centers, relocating our dialysis centers, developing new dialysis centers and by acquiring dialysis centers. The development of a typical new outpatient dialysis center generally requires approximately $2.4 million for leasehold improvements and other capital expenditures. Based on our experience, a new outpatient dialysis center typically opens within a year after the property lease is signed, normally achieves operating profitability in the second year after Medicare certification, and normally reaches maturity within three to five years. Acquiring an existing outpatient dialysis center requires a substantially greater initial investment, but profitability and cash flows are generally accelerated and more predictable. To a limited extent, we enter into agreements to provide management and administrative services to outpatient dialysis centers in which we own a noncontrolling interest or which are wholly-owned by third parties in return for management fees.

The table below shows the growth in our dialysis operations by number of dialysis centers owned or operated:

	U.S.		International	
	2020	2019	2020	2019
Number of centers operated at beginning of year	2,753	2,664	259	241
Acquired centers	8	7	66	16
Developed centers	81	115	5	2
Net change in non-owned managed or administered centers[1]	—	(1)	(6)	1
Sold and closed centers[2]	(6)	(10)	—	(1)
Closed centers[3]	(20)	(22)	(3)	—
Number of centers operated at end of year	2,816	2,753	321	259

(1) Represents dialysis centers which we manage or provide administrative services to but in which we own a noncontrolling equity interest or which are wholly-owned by third parties, including our Asia Pacific joint venture centers.

(2) Represents dialysis centers that were sold and/or closed for which the majority of patients were not retained.

(3) Represents dialysis centers that were closed for which the majority of patients were retained and transferred to one of our other existing outpatient dialysis centers.

Stock repurchases

The following table summarizes our common stock repurchases during the years ended December 31, 2020 and 2019:

	Year ended December 31,	
	2020	2019
	(dollars in millions and shares in thousands, except per share data)	
Open market repurchases		
Shares	8,495	19,218
Amounts paid	$ 742	$ 1,168
Average paid per share	$ 87.32	$ 60.79
Tender offers[(1)]		
Shares	7,982	21,802
Amounts paid	$ 705	$ 1,234
Average paid per share	$ 88.32	$ 56.61
Total		
Shares	16,477	41,020
Amounts paid	$ 1,447	$ 2,402
Average paid per share	$ 87.80	$ 58.57

(1) The aggregate amounts paid for shares repurchased pursuant to our 2020 and 2019 tender offers for our shares during the years ended December 31, 2020 and 2019, include their clearing prices of $88.00 and $56.50 per share, respectively, plus related fees and expenses of $2.5 million and $2.3 million, respectively.

Subsequent to December 31, 2020, we have repurchased 1,063,000 shares of our common stock for $123 million at an average cost of $115.98 per share from January 1, 2021 through February 10, 2021. We retired all shares of common stock held in treasury effective December 31, 2020 and December 31, 2019.

See further discussion of our share repurchase activity and authorizations in Note 19 to the consolidated financial statements.

Available liquidity

As of December 31, 2020, our cash balance was $325 million and we held approximately $20 million in short-term investments. At that time we also had $925 million available and $75 million drawn on our $1.0 billion revolving line of credit under our senior secured credit facilities. Credit available under this revolving line of credit is reduced by the amount of any letters of credit outstanding under this facility, but we had no such letters of credit outstanding as of December 31, 2020. As of December 31, 2020 we also separately had approximately $65 million in letters of credit outstanding under a separate bilateral secured letter of credit facility.

See Note 13 to the consolidated financial statements for components of our long-term debt and their interest rates.

The COVID-19 pandemic and efforts to prevent its spread have dramatically reduced global economic activity and driven increased volatility in the financial markets. We have maintained business process continuity during the COVID-19 pandemic by enabling most back office teammates to work remotely, and as of the date of this report, we have not experienced a material deterioration in our liquidity position as a result of the COVID-19 crisis. In addition, we elected not to accept approximately $250 million in funds available to us through the CARES Act Provider Relief Fund and returned the funds we received in May 2020. There can be no assurance that we will be able to continue to forgo financial or other assistance available under the CARES Act or similar subsequent legislation or that similar assistance will be available from the government if we have a need for such assistance in the future. The ultimate impact of the pandemic will depend on future developments that are highly uncertain and difficult to predict.

We believe that our cash flow from operations and other sources of liquidity, including from amounts available under our senior secured credit facilities and our access to the capital markets, will be sufficient to fund our scheduled debt service under the terms of our debt agreements and other obligations for the foreseeable future, including the next 12 months. Our primary recurrent sources of liquidity are cash from operations and cash from borrowings, which are subject to general, economic, financial, competitive, regulatory and other factors that are beyond our control, as described in Item 1A Risk Factors under the

heading "*The level of our current and future debt could have an adverse impact on our business, and our ability to generate cash to service our indebtedness and for other intended purposes and our ability to maintain compliance with debt covenants depends on many factors beyond our control.*"

Reconciliations of non-GAAP measures

The following tables provide reconciliations of adjusted operating income (loss) to operating income (loss) as presented on a U.S. generally accepted accounting principles (GAAP) basis for our U.S. dialysis reportable segment as well as for our U.S. ancillary services, our international business, and for our total ancillary services which combines them and is disclosed as our other segments category. These non-GAAP or "adjusted" measures are presented because management believes these measures are useful adjuncts to, but not alternatives for, our GAAP results.

Specifically, management uses adjusted operating income (loss) to compare and evaluate our performance period over period and relative to competitors, to analyze the underlying trends in our business, to establish operational budgets and forecasts and for incentive compensation purposes. We believe this non-GAAP measure is also useful to investors and analysts in evaluating our performance over time and relative to competitors, as well as in analyzing the underlying trends in our business. We also believe this presentation enhances a user's understanding of our normal operating income by excluding certain items which we do not believe are indicative of our ordinary results of operations.

In addition, our effective income tax rate on income from continuing operations attributable to DaVita Inc. excludes noncontrolling owners' income, which primarily relates to non-tax paying entities. We believe this adjusted effective income tax rate is useful to management, investors and analysts in evaluating our performance and establishing expectations for income taxes incurred on our ordinary results attributable to DaVita Inc.

Finally, our free cash flow from continuing operations represents net cash provided by operating activities from continuing operations less distributions to noncontrolling interests and all capital expenditures (including development capital expenditures, routine maintenance and information technology), plus contributions from noncontrolling interests and proceeds from the sale of self-developed properties. Management uses this measure to assess our ability to fund acquisitions and meet our debt service obligations and we believe this measure is equally useful to investors and analysts as an adjunct to cash flows from operating activities from continuing operations and other measures under GAAP.

It is important to bear in mind that these non-GAAP "adjusted" measures are not measures of financial performance under GAAP and should not be considered in isolation from, nor as substitutes for, their most comparable GAAP measures.

	Year ended December 31, 2020					
	U.S. dialysis	Ancillary services			Corporate administration	Consolidated
		U.S.	International	Total		
	(dollars in millions)					
Operating income (loss)	$ 1,918	$ (99)	$ 23	$ (76)	$ (147)	$ 1,695
Loss on changes in ownership interests, net		16		16		16
Accruals for legal matters					35	35
Adjusted operating income (loss)	$ 1,918	$ (83)	$ 23	$ (60)	$ (112)	$ 1,746

Certain columns or rows may not sum or recalculate due to the presentation of rounded numbers.

	Year ended December 31, 2019					
	U.S. dialysis	Ancillary services			Corporate administration	Consolidated
		U.S.	International	Total		
	(dollars in millions)					
Operating income (loss)	$ 1,925	$ (66)	$ (123)	$ (189)	$ (92)	$ 1,643
Goodwill impairment			125	125		125
Adjusted operating income (loss)	$ 1,925	$ (66)	$ 2	$ (64)	$ (92)	$ 1,768

Certain columns or rows may not sum or recalculate due to the presentation of rounded numbers.

	Year ended December 31,	
	2020	2019
	(dollars in millions)	
Income from continuing operations before income taxes	$ 1,318	$ 1,195
Less: Noncontrolling owners' income primarily attributable to non-tax paying entities	(222)	(210)
Income from continuing operations before income taxes attributable to DaVita Inc.	$ 1,097	$ 986
Income tax expense for continuing operations	$ 314	$ 280
Less: Income tax attributable to noncontrolling interests	(1)	(1)
Income tax expense from continuing operations attributable to DaVita Inc.	$ 313	$ 279
Effective income tax rate on income from continuing operations attributable to DaVita Inc.	28.6 %	28.3 %

Certain columns or rows may not sum or recalculate due to the presentation of rounded numbers.

	Year ended December 31,	
	2020	2019
	(dollars in millions)	
Net cash provided by continuing operating activities	$ 1,979	$ 1,973
Less: Distributions to noncontrolling interests	(253)	(233)
Plus: Contributions from noncontrolling interests	43	57
Cash provided by continuing operating activities attributable to DaVita Inc.	1,769	1,797
Less: Expenditures for routine maintenance and information technology	(399)	(355)
Less: Expenditures for development	(275)	(373)
Plus: Proceeds from sale of self-developed properties	93	58
Free cash flow from continuing operations	$ 1,188	$ 1,127

Certain columns or rows may not sum or recalculate due to the presentation of rounded numbers.

Off-balance sheet arrangements and aggregate contractual obligations

In addition to the debt obligations and operating lease liabilities reflected on our balance sheet, we have commitments associated with letters of credit, as well as certain working capital funding obligations associated with our equity investments in nonconsolidated dialysis ventures that we manage and some we manage that are wholly-owned by third parties.

We also have potential obligations to purchase the noncontrolling interests held by third parties in many of our majority-owned dialysis partnerships and other nonconsolidated entities. These obligations are in the form of put provisions that are exercisable at the third-party owners' discretion within specified periods as outlined in each specific put provision. For additional information see Note 17 to the consolidated financial statements.

The following is a summary of these contractual obligations and commitments as of December 31, 2020:

	2021	2022-2023	2024-2025	Thereafter	Total
	(dollars in millions)				
Scheduled payments under contractual obligations:					
Long-term debt[1]:					
Principal payments	$ 147	$ 349	$ 1,512	$ 5,882	$ 7,890
Interest payments on credit facilities and senior notes	219	429	389	704	1,741
Financing leases[2]	22	48	54	150	274
Operating leases, including imputed interest[2]	480	969	774	1,438	3,661
	$ 868	$ 1,795	$ 2,729	$ 8,174	$ 13,566
Potential cash requirements under other commitments:					
Letters of credit	$ 65	$ —	$ —	$ —	$ 65
Noncontrolling interests subject to put provisions	1,023	145	97	65	1,330
Non-owned and minority owned put provisions	110	6	—	—	116
Operating capital advances	1	2	2	4	9
Purchase commitments	542	721	92	—	1,355
	$ 1,741	$ 874	$ 191	$ 69	$ 2,875

(1) See Note 13 to the consolidated financial statements for components of our long-term debt and related interest rates.

(2) See Note 14 to the consolidated financial statements for components of our leases and related interest rates.

In 2017, we entered into a Sourcing and Supply Agreement with Amgen USA Inc. (Amgen) that expires on December 31, 2022. Under the terms of the agreement, the Company will purchase EPO from Amgen in amounts necessary to meet no less than 90% of its requirements for erythropoiesis-stimulating agents (ESAs) through the expiration of the contract. The actual amount of EPO that we will purchase will depend upon the amount of EPO administered during dialysis as prescribed by physicians and the overall number of patients that we serve.

The purchase commitments in the table above represent our agreements with various suppliers to purchase set amounts of dialysis equipment, parts, and supplies. If we fail to meet the minimum purchase commitments under these contracts during any year, it is required to pay the difference to the supplier.

Settlements of approximately $88 million of existing income tax liabilities for unrecognized tax benefits, including interest, penalties and other long-term tax liabilities, are excluded from the table above as reasonably reliable estimates of their timing cannot be made.

Contingencies

The information in Note 16 to the consolidated financial statements included in this report is incorporated by reference in response to this item.

Critical accounting policies, estimates and judgments

Our consolidated financial statements and accompanying notes are prepared in accordance with United States generally accepted accounting principles. These accounting principles require us to make estimates, judgments and assumptions that affect the reported amounts of revenues, expenses, assets, liabilities, contingencies and noncontrolling interests subject to put provisions (redeemable equity interests). All significant estimates, judgments and assumptions are developed based on the best information available to us at the time made and are regularly reviewed and updated when necessary. Actual results will generally differ from these estimates, and such differences may be material. Changes in estimates are reflected in our financial statements in the period of change based upon on-going actual experience trends or subsequent settlements and realizations depending on the nature and predictability of the estimates and contingencies. Certain accounting estimates, including those concerning revenue recognition and accounts receivable, impairments of goodwill, accounting for income taxes, fair value estimates, and loss contingencies are considered to be critical to evaluating and understanding our financial results because they involve inherently uncertain matters and their application requires the most difficult and complex judgments and estimates. For additional information, see Part II Item 15, "*Exhibits, Financial Statement Schedules" – Note 1 – "Organization and summary of significant accounting policies*" as referred from Part II Item 8, "*Financial Statements and Supplementary Data*."

U.S. dialysis revenue recognition and accounts receivable. There are significant estimating risks associated with the amount of U.S. dialysis revenue that we recognize in a given reporting period. Payment rates are often subject to significant uncertainties related to wide variations in the coverage terms of the commercial healthcare plans under which we receive payments. In addition, ongoing insurance coverage changes, geographic coverage differences, differing interpretations of contract coverage, and other payor issues complicate the billing and collection process. Net revenue recognition and allowances for uncollectible billings require the use of estimates of the amounts that will ultimately be realized considering, among other items, retroactive adjustments that may be associated with regulatory reviews, audits, billing reviews and other matters.

Revenues associated with Medicare and Medicaid programs are recognized based on (a) the payment rates that are established by statute or regulation for the portion of the payment rates paid by the government payor (e.g., 80% for Medicare patients) and (b) for the portion not paid by the primary government payor, the estimated amounts that will ultimately be collectible from other government programs providing secondary coverage (e.g., Medicaid secondary coverage), the patient's commercial health plan secondary coverage, or the patient. Our dialysis related reimbursements from Medicare are subject to certain variations under Medicare's single bundled payment rate system whereby our reimbursements can be adjusted for certain patient characteristics and other variable factors. Our revenue recognition depends upon our ability to effectively capture, document and bill for Medicare's base payment rate and these other factors. In addition, as a result of the potential range of variations that can occur in our dialysis-related reimbursements from Medicare under the single bundled payment rate system, our revenue recognition is subject to a greater degree of estimating risk.

Commercial healthcare plans, including contracted managed-care payors, are billed at our usual and customary rates; however, revenue is recognized based on estimated net realizable revenue for the services provided. Net realizable revenue is estimated based on contractual terms for the patients covered under commercial healthcare plans with which we have formal agreements, non-contracted commercial healthcare plan coverage terms if known, estimated secondary collections, historical collection experience, historical trends of refunds and payor payment adjustments (retractions), inefficiencies in our billing and collection processes that can result in denied claims for payments, the estimated timing of collections, changes in our expectations of the amounts that we expect to collect and regulatory compliance matters. Determining applicable primary and secondary coverage for our approximately 204,200 U.S. dialysis patients at any point in time, together with the changes in patient coverages that occur each month, requires complex, resource-intensive processes. Collections, refunds and payor retractions typically continue to occur for up to three years or longer after services are provided.

We generally expect the range of our U.S. dialysis revenue estimating risk to be within 1% of revenue, which can represent as much as approximately 5% of our U.S. dialysis business's adjusted operating income. Changes in estimates are reflected in the then-current financial statements based on on-going actual experience trends, or subsequent settlements and realizations depending on the nature and predictability of the estimates and contingencies. Changes in revenue estimates for prior periods are separately disclosed and reported if material to the current reporting period and longer term trend analyses, and have not been significant.

Revenues for laboratory services, which are integrally related to our dialysis services, are recognized in the period services are provided at the estimated net realizable amounts to be received.

Impairments of goodwill. We account for impairments of goodwill in accordance with the provisions of applicable accounting guidance. Goodwill is not amortized, but is assessed for impairment when changes in circumstances warrant and at least annually. An impairment charge is recorded when and to the extent a reporting unit's carrying amount is determined to exceed its estimated fair value.

Changes in circumstance that may trigger a goodwill impairment assessment for one of our business units can include, among others, changes in the legal environment, addressable market, business strategy, development or business plans, reimbursement structure, operating performance, future prospects, relationships with partners, and/or market value indications for the subject business. We use a variety of factors to assess changes in the financial condition, future prospects and other circumstances concerning the subject businesses and to estimate their fair value when applicable. Any change in the factors, assessments or assumptions involved could affect a determination of whether and when to assess goodwill for impairment as well as the outcome of such an assessment. These assessments and the related valuations can involve significant uncertainties and require significant judgment on various matters, some of which could be subject to reasonable disagreement.

Accounting for income taxes. Our income tax expense, deferred tax assets and liabilities, and liabilities for unrecognized tax benefits reflect management's best assessment of estimated current and future taxes to be paid. We are subject to income taxes in the United States and numerous state and foreign jurisdictions, and changes in tax laws or regulations may be proposed or enacted that could adversely affect our overall tax liability. The actual impact of any such laws or regulations could be materially different from our current estimates.

Significant judgments and estimates are required in determining our consolidated income tax expense. Deferred income taxes arise from temporary differences between the tax basis of assets and liabilities and their reported amounts in the financial statements, which will result in taxable or deductible amounts in the future. In evaluating our ability to recover our deferred tax assets within the jurisdictions from which they arise, we consider all available positive and negative evidence, including scheduled reversals of deferred tax liabilities, projected future taxable income, tax planning strategies, results of recent operations, and assumptions about the amount of future federal, state, and foreign pre-tax operating income adjusted for items that do not have tax consequences. The assumptions about future taxable income require significant judgments and are consistent with the plans and estimates we use to manage the underlying businesses. To the extent that recovery is not likely, a valuation allowance is established. The allowance is regularly reviewed and updated for changes in circumstances that would cause a change in judgment about the realizability of the related deferred tax assets.

Fair value estimates. The FASB defines fair value generally as the amount at which an asset (or liability) could be bought (or assumed) or sold (or settled) in a current transaction between willing parties, that is, other than in a forced or liquidation sale. It also defines fair value more specifically for most purposes as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

We rely on fair value measurements and estimates for purposes that require the recording, reassessment, or adjustment of the carrying amounts of certain assets, liabilities and noncontrolling interests subject to put provisions (redeemable equity interests). These purposes can include purchase accounting for business combination transactions; impairment assessments for goodwill, other intangible assets, and other long-lived assets; recurrent revaluation of investments in debt and equity securities, contingent earn-out obligations, interest rate cap agreements, and noncontrolling interests subject to put provisions; and the accounting for equity method and other investments and stock-based compensation, among others. The criticality of a particular fair value estimate to our consolidated financial statements depends upon the nature and size of the item being measured, the extent of uncertainties involved and the nature and magnitude or potential effect of assumptions and judgments required. Critical fair value estimates can involve significant uncertainties and require significant judgment on various matters, some of which could be subject to reasonable disagreement.

Loss contingencies. As discussed in Notes 1 and 16 to the consolidated financial statements, we operate in a highly regulated industry and are party to various lawsuits, claims, qui tam suits, governmental investigations and audits (including, without limitation, investigations or other actions resulting from its obligation to self-report suspected violations of law), contract disputes and other legal proceedings. Assessments of such matters can involve a series of complex judgments about future events and can rely heavily on estimates and assumptions. We record accruals for loss contingencies on such matters to the extent that we determine an unfavorable outcome is probable and the amount of the loss can be reasonably estimated. See Note 16 to the consolidated financial statements included in this report for further discussion.

Significant new accounting standards

See Note 1 to the consolidated financial statements included in this report for information regarding certain recent financial accounting standards that have been issued by the FASB.

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

Interest rate sensitivity

The tables below provide information about our financial instruments that are sensitive to changes in interest rates. The first table below presents principal repayments and current weighted average interest rates on our debt obligations as of December 31, 2020. The variable rates presented reflect the weighted average LIBOR rates in effect for all debt tranches plus interest rate margins in effect as of December 31, 2020. The Term Loan A interest rate margin in effect at December 31, 2020, was 1.50%. At December 31, 2020, the Term Loan B-1 interest rate margin in effect was 1.75%. At December 31, 2020, we had an outstanding balance on our revolving line of credit bearing interest at an Alternate Base Rate (the Prime Rate) plus 0.50%. On January 6, 2021 our revolving line of credit rate was converted to a LIBOR-based rate of LIBOR plus 1.50%. The interest rates in effect on our Term Loan A and revolving line of credit are subject to adjustment depending upon changes in our leverage ratio.

	Expected maturity date							Average interest rate	Fair value[1]
	2021	2022	2023	2024	2025	Thereafter	Total		
	(dollars in millions)								
Long term debt:									
Fixed rate	$ 31	$ 34	$ 48	$ 29	$ 33	$ 3,448	$ 3,623	4.32 %	$ 3,481
Variable rate	$ 138	$ 136	$ 179	$ 1,468	$ 36	$ 2,584	$ 4,541	2.05 %	$ 4,518

(1) Represents the fair value of our long-term debt excluding financing leases.

	Notional amount	Contract maturity date					Receive variable	Fair value
		2021	2022	2023	2024	2025		
	(dollars in millions)							
2019 cap agreements	$ 3,500	$ —	$ —	$ —	$ 3,500	$ —	LIBOR above 2.0%	$ 2.7

For a further discussion of our debt, see Note 13 to our consolidated financial statements at Part II Item 15, "*Exhibits, Financial Statement Schedules" – Note 13 – "Long-term debt*" as referred from Part II Item 8, "*Financial Statements and Supplementary Data.*"

We believe that our cash flow from operations and other sources of liquidity, including from amounts available under our current credit facilities and our access to the capital markets, will be sufficient to fund our scheduled debt service under the terms of our debt agreements and other obligations for the foreseeable future, including the next 12 months. Our primary recurrent sources of liquidity are cash from operations and cash from borrowings.

One means of assessing exposure to debt-related interest rate changes is a duration-based analysis that measures the potential loss in net income resulting from a hypothetical increase in interest rates of 100 basis points across all variable rate maturities (referred to as a parallel shift in the yield curve). Under this model, with all else constant, it is estimated that such an increase would have reduced net income by approximately $34.8 million, $32.4 million, and $37.8 million, net of tax, for the years ended December 31, 2020, 2019, and 2018, respectively.

Exchange rate sensitivity

While our business is predominantly conducted in the U.S., we have developing operations in ten other countries as well. For financial reporting purposes, the U.S. dollar is our reporting currency. However, the functional currencies of our operating businesses in other countries are typically those of the countries in which they operate. Therefore, changes in the rate of exchange between the U.S. dollar and the local currencies in which our international operations are conducted affect our results of operations and financial position as reported in our consolidated financial statements.

We have consolidated the balance sheets of our non-U.S. dollar denominated operations into U.S. dollars at the exchange rates prevailing at the balance sheet dates and have translated their revenues and expense at average exchange rates during each period. Additionally, our individual subsidiaries are exposed to transactional risks mainly resulting from intercompany transactions between and among subsidiaries with different functional currencies. This exposes the subsidiaries to fluctuations in the rate of exchange between the invoicing or obligation currencies and the currency in which their local operations are conducted.

We evaluate our exposure to foreign exchange risk through the judgment of our international and corporate management teams. Through 2020, our international operations have remained fairly small relative to the size of our consolidated financial statements, constituting approximately 9% of our consolidated assets as of December 31, 2020, with no single country constituting more than 3% of consolidated assets, and approximately 5% of our consolidated revenues for the year ended December 31, 2020. In addition, our foreign currency translation (losses) gains were approximately (0.4)%, (1)%, and (3)% of our consolidated operating income for the years ended December 31, 2020, 2019 and 2018.

Given the relatively small size of our international operations, management does not consider our exposure to foreign exchange risk to be significant to the consolidated enterprise. As such, through December 31, 2020, we have not engaged in transactions to hedge the exposure of our international transactions or net investments to foreign currency risk.

Item 8. Financial Statements and Supplementary Data.

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

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

None.

Item 9A. Controls and Procedures.

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

At the end of the period covered by this report, we carried out an evaluation, under the supervision and with the participation of our CEO and CFO, of the effectiveness of the design and operation of the Company's disclosure controls and procedures in accordance with the Exchange Act requirements as of December 31, 2020. Based upon that evaluation, the CEO and CFO concluded that the Company's disclosure controls and procedures were effective as required by the Exchange Act as of such date for our Exchange Act reports, including this report. Management recognizes that these controls and procedures can provide only reasonable assurance of desired outcomes, and that estimates and judgments are still inherent in the process of maintaining effective controls and procedures.

There was no change in the Company's internal control over financial reporting that was identified during the evaluation that occurred during the fourth fiscal quarter of 2020 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

Item 9B. Other Information.

None.

PART III

Item 10. Directors, Executive Officers and Corporate Governance.

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

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

The other information required to be disclosed by this item will appear in, and is incorporated by reference from, the sections entitled "*Proposal 1 Election of Directors*", "*Corporate Governance*", and "*Security Ownership of Certain Beneficial Owners and Management*" to be included in our definitive proxy statement relating to our 2021 annual stockholder meeting.

Item 11. Executive Compensation.

The information required by this item will appear in, and is incorporated by reference from, the sections entitled "*Executive Compensation*", "*Pay Ratio Disclosure*", "*Compensation of Directors*" and "*Compensation Committee Interlocks and Insider Participation*" included in our definitive proxy statement relating to our 2021 annual stockholder meeting. The information required by Item 407(e)(5) of Regulation S-K will appear in and is incorporated by reference from the section entitled "*Compensation Committee Report*" to be included in our definitive proxy statement relating to our 2021 annual stockholder meeting; however, this information shall not be deemed to be filed.

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

The following table provides information about our common stock that may be issued upon the exercise of stock-settled stock appreciation rights, restricted stock units and other rights under all of our existing equity compensation plans as of December 31, 2020, which consist of our 2020 Incentive Award Plan, 2011 Incentive Award Plan and our Employee Stock Purchase Plan. The material terms of these plans are described in Note 18 to the consolidated financial statements.

Plan category (shares in thousands)	Number of shares to be issued upon exercise of outstanding options, warrants and rights[1]	Weighted average exercise price of outstanding options, warrants and rights[2]	Number of shares remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))	Total of shares reflected in columns (a) and (c)
	(a)	*(b)*	*(c)*	*(d)*
Equity compensation plans approved by shareholders	12,167	$ 63.64	14,263	26,430
Equity compensation plans not requiring shareholder approval	—	—	—	—
Total	12,167	$ 63.64	14,263	26,430

1. Includes 1,092 shares of common stock reserved for issuance in connection with performance share units at the maximum number of shares issuable thereunder.
2. This weighted average excludes full value awards such as restricted stock units and performance share units.

Other information required to be disclosed by Item 12 will appear in, and is incorporated by reference from, the section entitled "*Security Ownership of Certain Beneficial Owners and Management*" to be included in our definitive proxy statement relating to our 2021 annual stockholder meeting.

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

The information required by this item will appear in, and is incorporated by reference from, the section entitled "*Certain Relationships and Related Transactions*" and the section entitled "*Corporate Governance*" to be included in our definitive proxy statement relating to our 2021 annual stockholder meeting.

Item 14. Principal Accounting Fees and Services.

The information required by this item will appear in, and is incorporated by reference from, the section entitled "*Proposal 2 Ratification of the Appointment of our Independent Registered Public Accounting Firm*" to be included in our definitive proxy statement relating to our 2021 annual stockholder meeting.

PART IV

Item 15. Exhibits, Financial Statement Schedules.

(a) Documents filed as part of this Report:

(1) Index to Financial Statements:

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Management's Report on Internal Control Over Financial Reporting	F-1
Report of Independent Registered Public Accounting Firm	F-2
Report of Independent Registered Public Accounting Firm	F-5
Consolidated Statements of Income for the years ended December 31, 2020, 2019, and 2018	F-6
Consolidated Statements of Comprehensive Income for the years ended December 31, 2020, 2019, and 2018	F-7
Consolidated Balance Sheets as of December 31, 2020, and 2019	F-8
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Consolidated Statements of Equity for the years ended December 31, 2020, 2019, and 2018	F-10
Notes to Consolidated Financial Statements	F-12

(2) Index to Financial Statement Schedules:

Schedule II—Valuation and Qualifying Accounts S-3

(3) Exhibits

The information required by this Item is set forth in the Exhibit Index that precedes the signature pages of this Annual Report on Form 10-K.

Item 16. Form 10-K Summary.

None.

DAVITA INC.

MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

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

During the last fiscal year, the Company conducted an evaluation, under the oversight of the Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's internal control over financial reporting. This evaluation was completed based on the criteria established in the report titled "*Internal Control—Integrated Framework (2013)*" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

Based upon our evaluation under the COSO framework, we have concluded that the Company's internal control over financial reporting was effective as of December 31, 2020.

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

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors
DaVita Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of DaVita Inc. and subsidiaries (the Company) as of December 31, 2020 and 2019, the related consolidated statements of income, comprehensive income, equity, and cash flow for each of the years in the three-year period ended December 31, 2020, and the related notes and financial statement Schedule II – Valuation and Qualifying Accounts (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2020 and 2019, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2020, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2020, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 12, 2021 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Change in Accounting Principle

As discussed in Note 14 to the consolidated financial statements, the Company has changed its method of accounting for leases as of January 1, 2019 due to the adoption of the Financial Accounting Standards Board's Accounting Standards Codification Topic 842 *Leases*.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

U.S. dialysis patient service revenue recognition

As discussed in Notes 1 and 2 to the consolidated financial statements, the Company recognized $10,619 million in U.S. dialysis patient service revenue for the year ended December 31, 2020. There are uncertainties associated with estimating U.S. dialysis patient service revenue, which generally take several years to resolve. As these estimates are refined over time, both positive and negative adjustments are recognized in the current period.

We identified the evaluation of the recognition of the transaction price the Company expects to collect as a result of satisfying its performance obligations related to U.S. dialysis patient service revenue as a critical audit matter because it involves estimation that requires complex auditor judgment. The key assumptions and inputs used to estimate the transaction price relate to ongoing insurance coverage changes, differing interpretations of contract coverage, determination of applicable primary and secondary coverage, coordination of benefits, and varying patient characteristics impacting Medicare reimbursements. Changes to the key assumptions and inputs used in the application of the methodology may have a significant effect on the Company's determination of the estimate.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls over the Company's U.S. dialysis patient service revenue recognition process, including controls related to the application of the methodology used to estimate the transaction price, and the key assumptions and inputs. We evaluated the Company's key assumptions and inputs to estimate the transaction price the Company expects to collect as a result of satisfying its performance obligations by comparing key assumptions to historical collection experience, trends of refunds and payor payment adjustments, delays in the Company's billing and collection process and regulatory compliance matters. Additionally, we compared U.S. dialysis patient service revenue related to the transaction price estimates recognized in prior periods to actual cash collections related to performance obligations satisfied in prior periods to analyze the Company's ability to estimate the transaction price the Company expects to collect as a result of satisfying its performance obligations. We developed an estimate of U.S. dialysis patient service revenue based on actual and expected cash collections and compared to U.S. dialysis patient service revenue recorded by the Company for the year-ended December 31, 2020.

Evaluation of the goodwill impairment analyses for the Germany kidney care reporting unit

As discussed in Note 10 to the consolidated financial statements, the Company performed annual and other impairment assessments for their reporting units throughout 2020. As a result of these assessments, the Company has not recognized any goodwill impairment charges in the current year. The goodwill balance for the Germany kidney care reporting unit as of December 31, 2020 was $323 million.

We have identified the evaluation of the goodwill impairment analyses for the Germany kidney care reporting unit as a critical audit matter. The evaluations involved assessing the key assumptions used in estimating the fair value of the reporting unit, including non-acquired patient growth rate, projected number of treatments, projected revenue growth rate, discount rates, and revenue and clinical earnings before interest, taxes, depreciation, and amortization (EBITDA) multiples. Evaluation of these key assumptions involved a high degree of subjectivity and auditor judgment as changes to these assumptions could have a significant impact on any goodwill impairment charges recognized.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls over the Company's goodwill impairment assessment process, including controls over the development of key assumptions as described above. We assessed the Company's ability to forecast by comparing prior year actual results of the reporting unit to previously forecasted amounts for the reporting unit. We evaluated the Company's non-acquired patient growth rate, projected number of treatments, and projected revenue growth rate, for the reporting unit by comparing the projections to the Company's underlying business strategies and operating plans for the reporting unit, and other industry and market data. In addition, we involved valuation professionals with specialized skills and knowledge, who assisted in:

- evaluating the projected revenue growth rate for the reporting unit by comparing projected rates with comparable companies
- evaluating the discount rate for the reporting unit, by comparing the inputs used to develop the discount rate to publicly available market data for comparable companies to assess whether the inputs used in the development of the discount rate are reasonable
- evaluating the revenue and clinical EBITDA multiples utilized in the Company's valuation of the reporting unit by comparing the multiples selected to a range of multiples from comparable transactions.

Evaluation of legal proceedings and regulatory matters

As discussed in Notes 1 and 16 to the consolidated financial statements, the Company operates in a highly regulated industry and is a party to various lawsuits, demands, claims, *qui tam* suits, governmental investigations and audits (including, without limitation, investigations or other actions resulting from its obligation to self-report suspected violations of law) and other legal proceedings. The Company records accruals for certain legal proceedings and regulatory matters to the extent an unfavorable outcome is probable and the amount of the loss can be reasonably estimated.

We identified the evaluation of legal proceedings and regulatory matters as a critical audit matter. Due to the nature of the legal proceedings and regulatory matters, a high degree of subjectivity was required in evaluating the completeness of the Company's population of legal proceedings and regulatory matters. Additionally, complex auditor judgment was required in evaluating the Company's probability of outcome assessment, and related disclosures.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls over the Company's legal proceedings and regulatory matters process. This includes controls over the Company's determination of the completeness of the population of legal proceedings and regulatory matters, as well as controls over the Company's probability of outcome assessment, and related disclosures. We tested existing legal proceedings and regulatory matters by reading certain written correspondence received from outside parties as well as reading certain written responses provided to outside parties. We read letters received directly from the Company's external and internal legal counsel that described certain legal proceedings and regulatory matters. We involved forensic professionals with specialized skills and knowledge who inspected the Company's compliance case log. Additionally, we assessed the completeness of the population of legal proceedings and regulatory matters and related disclosures by 1) inquiring of certain key executives and directors and 2) evaluating information received through procedures described above and through publicly available information about the Company, its competitors, and the industry.

/s/ KPMG LLP

We have served as the Company's auditor since 2000.

Seattle, Washington
February 12, 2021

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors
DaVita Inc.:

Opinion on Internal Control Over Financial Reporting

We have audited DaVita Inc. and subsidiaries' (the Company) internal control over financial reporting as of December 31, 2020, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2020, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2020 and 2019, the related consolidated statements of income, comprehensive income, equity, and cash flow for each of the years in the three-year period ended December 31, 2020, and the related notes and financial statement Schedule II – Valuation and Qualifying Accounts (collectively, the consolidated financial statements), and our report dated February 12, 2021 expressed an unqualified opinion on those consolidated financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. 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 of internal control over financial reporting 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.

Definition and Limitations of Internal Control Over Financial Reporting

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.

/s/ KPMG LLP

Seattle, Washington
February 12, 2021

DAVITA INC.
CONSOLIDATED STATEMENTS OF INCOME
(dollars and shares in thousands, except per share data)

	Year ended December 31,		
	2020	2019	2018
Dialysis patient service revenues before provision	$ 11,039,709	$ 10,918,421	$ 10,709,981
Provision for uncollectible accounts	(13,458)	(21,715)	(49,587)
Dialysis patient service revenues	11,026,251	10,896,706	10,660,394
Other revenues	524,353	491,773	744,457
Total revenues	11,550,604	11,388,479	11,404,851
Operating expenses and charges:			
Patient care costs	7,988,613	7,914,485	8,195,513
General and administrative	1,247,584	1,103,312	1,135,454
Depreciation and amortization	630,435	615,152	591,035
Provision for uncollectible accounts	—	—	(7,300)
Equity investment (income) loss	(26,916)	(12,679)	4,484
Other asset impairments	—	—	17,338
Goodwill impairment charges	—	124,892	3,106
Loss (gain) on changes in ownership interest, net	16,252	—	(60,603)
Total operating expenses and charges	9,855,968	9,745,162	9,879,027
Operating income	1,694,636	1,643,317	1,525,824
Debt expense	(304,111)	(443,824)	(487,435)
Debt prepayment, refinancing and redemption charges	(89,022)	(33,402)	—
Other income, net	16,759	29,348	10,089
Income from continuing operations before income taxes	1,318,262	1,195,439	1,048,478
Income tax expense	313,932	279,628	258,400
Net income from continuing operations	1,004,330	915,811	790,078
Net (loss) income from discontinued operations, net of tax	(9,653)	105,483	(457,038)
Net income	994,677	1,021,294	333,040
Less: Net income attributable to noncontrolling interests	(221,035)	(210,313)	(173,646)
Net income attributable to DaVita Inc.	$ 773,642	$ 810,981	$ 159,394
Earnings per share attributable to DaVita Inc.:			
Basic net income from continuing operations	$ 6.54	$ 4.61	$ 3.66
Basic net income	$ 6.46	$ 5.29	$ 0.93
Diluted net income from continuing operations	$ 6.39	$ 4.60	$ 3.62
Diluted net income	$ 6.31	$ 5.27	$ 0.92
Weighted average shares for earnings per share:			
Basic shares	119,797	153,181	170,786
Diluted shares	122,623	153,812	172,365
Amounts attributable to DaVita Inc.:			
Net income from continuing operations	$ 783,295	$ 706,832	$ 624,321
Net (loss) income from discontinued operations	(9,653)	104,149	(464,927)
Net income attributable to DaVita Inc.	$ 773,642	$ 810,981	$ 159,394

See notes to consolidated financial statements.

DAVITA INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(dollars in thousands)

	Year ended December 31,		
	2020	2019	2018
Net income	$ 994,677	$ 1,021,294	$ 333,040
Other comprehensive (loss) income, net of tax:			
Unrealized (losses) gains on interest rate cap agreements:			
Unrealized (losses) gains	(16,346)	1,151	(133)
Reclassification into net income	5,313	6,377	6,286
Unrealized losses on foreign currency translation	(7,623)	(20,102)	(45,944)
Other comprehensive loss	(18,656)	(12,574)	(39,791)
Total comprehensive income	976,021	1,008,720	293,249
Less: Comprehensive income attributable to noncontrolling interests	(221,035)	(210,313)	(173,646)
Comprehensive income attributable to DaVita Inc.	$ 754,986	$ 798,407	$ 119,603

See notes to consolidated financial statements.

DAVITA INC.
CONSOLIDATED BALANCE SHEETS
(dollars and shares in thousands, except per share data)

	December 31, 2020	December 31, 2019
ASSETS		
Cash and cash equivalents	$ 324,958	$ 1,102,372
Restricted cash and equivalents	176,832	106,346
Short-term investments	20,101	11,572
Accounts receivable	1,824,282	1,795,598
Inventories	111,625	97,949
Other receivables	544,376	489,695
Prepaid and other current assets	76,387	66,866
Income tax receivable	70,163	19,772
Total current assets	3,148,724	3,690,170
Property and equipment, net of accumulated depreciation	3,521,824	3,473,384
Operating lease right-of-use assets	2,863,089	2,830,047
Intangible assets, net of accumulated amortization	166,585	135,684
Equity method and other investments	257,491	241,983
Long-term investments	32,193	36,519
Other long-term assets	79,501	115,972
Goodwill	6,919,109	6,787,635
	$ 16,988,516	$ 17,311,394
LIABILITIES AND EQUITY		
Accounts payable	$ 434,253	$ 403,840
Other liabilities	810,529	756,174
Accrued compensation and benefits	685,555	695,052
Current portion of operating lease liabilities	369,497	343,912
Current portion of long-term debt	168,541	130,708
Income tax payable	7,768	42,412
Total current liabilities	2,476,143	2,372,098
Long-term operating lease liabilities	2,738,670	2,723,800
Long-term debt	7,917,263	7,977,526
Other long-term liabilities	150,060	160,809
Deferred income taxes	809,600	577,543
Total liabilities	14,091,736	13,811,776
Commitments and contingencies		
Noncontrolling interests subject to put provisions	1,330,028	1,180,376
Equity:		
Preferred stock ($0.001 par value, 5,000 shares authorized; none issued)		
Common stock ($0.001 par value, 450,000 shares authorized; 109,933 and 125,843 shares issued and outstanding at December 31, 2020 and 2019, respectively)	110	126
Additional paid-in capital	597,073	749,043
Retained earnings	852,537	1,431,738
Accumulated other comprehensive loss	(66,154)	(47,498)
Total DaVita Inc. shareholders' equity	1,383,566	2,133,409
Noncontrolling interests not subject to put provisions	183,186	185,833
Total equity	1,566,752	2,319,242
	$ 16,988,516	$ 17,311,394

See notes to consolidated financial statements.

DAVITA INC.
CONSOLIDATED STATEMENTS OF CASH FLOW
(dollars in thousands)

	Year ended December 31,		
	2020	**2019**	**2018**
Cash flows from operating activities:			
Net income	$ 994,677	$ 1,021,294	$ 333,040
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	630,435	615,152	591,035
Impairment charges	—	124,892	61,981
Valuation adjustment on disposal group	—	—	316,840
Debt prepayment, refinancing and redemption charges	86,957	33,402	—
Stock-based compensation expense	91,458	67,850	73,061
Deferred income taxes	240,848	41,723	273,660
Equity investment income, net	13,830	8,582	26,449
Loss (gain) on sales of business interests, net	24,248	23,022	(85,699)
Other non-cash charges, net	747	49,579	82,374
Changes in operating assets and liabilities, net of effect of acquisitions and divestitures:			
Accounts receivable	(21,087)	(79,957)	(81,176)
Inventories	(12,349)	10,158	73,505
Other receivables and other current assets	(79,277)	2,790	236,995
Other long-term assets	(6,123)	6,965	3,497
Accounts payable	37,200	(84,539)	(35,959)
Accrued compensation and benefits	(20,931)	(14,697)	84,165
Other current liabilities	105,637	181,940	(157,462)
Income taxes	(87,391)	95,645	(23,635)
Other long-term liabilities	(19,851)	(31,446)	(1,031)
Net cash provided by operating activities	1,979,028	2,072,355	1,771,640
Cash flows from investing activities:			
Additions of property and equipment	(674,541)	(766,546)	(987,138)
Acquisitions	(182,013)	(100,861)	(183,156)
Proceeds from asset and business sales	50,139	3,877,392	150,205
Purchase of debt investments held-to-maturity	(150,701)	(101,462)	(5,963)
Purchase of other debt and equity investments	(3,757)	(5,458)	(8,448)
Proceeds from debt investments held-to-maturity	151,213	95,376	34,862
Proceeds from sale of other debt and equity investments	3,491	3,676	9,526
Purchase of equity method investments	(22,341)	(9,366)	(19,177)
Distributions from equity method investments	3,139	2,589	3,646
Net cash (used in) provided by investing activities	(825,371)	2,995,340	(1,005,643)
Cash flows from financing activities:			
Borrowings	4,046,775	38,525,850	59,934,750
Payments on long-term debt	(4,110,304)	(40,520,722)	(59,234,946)
Deferred financing and debt redemption costs	(105,848)	(85,319)	(5,027)
Purchase of treasury stock	(1,458,442)	(2,383,816)	(1,161,511)
Distributions to noncontrolling interests	(253,118)	(233,123)	(196,441)
Net (payments) receipts related to stock purchases and awards	(975)	11,382	13,577
Contributions from noncontrolling interests	42,966	57,317	52,311
Proceeds from sales of additional noncontrolling interest	—	—	15
Purchases of noncontrolling interests	(7,831)	(68,019)	(28,082)
Net cash used in financing activities	(1,846,777)	(4,696,450)	(625,354)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(13,808)	(1,760)	(3,350)
Net (decrease) increase in cash, cash equivalents and restricted cash	(706,928)	369,485	137,293
Less: Net (decrease) increase in cash, cash equivalents and restricted cash from discontinued operations	—	(423,813)	240,793
Net (decrease) increase in cash, cash equivalents and restricted cash from continuing operations	(706,928)	793,298	(103,500)
Cash, cash equivalents and restricted cash of continuing operations at beginning of the year	1,208,718	415,420	518,920
Cash, cash equivalents and restricted cash of continuing operations at end of the year	$ 501,790	$ 1,208,718	$ 415,420

See notes to consolidated financial statements.

DAVITA INC.
CONSOLIDATED STATEMENTS OF EQUITY
(dollars and shares in thousands)

		DaVita Inc. Shareholders' Equity								
	Non-controlling interests subject to put provisions	Common stock		Additional paid-in capital	Retained earnings	Treasury stock		Accumulated other comprehensive income (loss)	Total	Non-controlling interests not subject to put provisions
		Shares	Amount			Shares	Amount			
Balance at December 31, 2017	$ 1,011,360	182,462	$ 182	$ 1,042,899	$ 3,633,713	—	$ —	$ 13,235	$ 4,690,029	$ 196,037
Cumulative effect of change in accounting principle					8,368			(8,368)	—	
Comprehensive income:										
Net income	105,531				159,394				159,394	68,115
Other comprehensive income								(39,791)	(39,791)	
Stock purchase plan		398	—	17,398					17,398	
Stock award plan		371	1	(5,335)					(5,334)	
Stock-settled stock-based compensation expense				73,081					73,081	
Changes in noncontrolling interest from:										
Distributions	(119,173)									(77,268)
Contributions	32,918									19,393
Acquisitions and divestitures	79,078			3,546					3,546	318
Partial purchases	(8,546)			(17,897)					(17,897)	(1,639)
Fair value remeasurements	23,473			(23,473)					(23,473)	
Purchase of treasury stock						(16,844)	(1,153,511)		(1,153,511)	
Retirement of treasury stock		(16,844)	(17)	(95,213)	(1,058,281)	16,844	1,153,511		—	
Balance at December 31, 2018	$ 1,124,641	166,387	$ 166	$ 995,006	$ 2,743,194	—	$ —	$ (34,924)	$ 3,703,442	$ 204,956
Cumulative effect of change in accounting principle	(38)				39,876				39,876	(6)
Comprehensive income:										
Net income	143,413				810,981				810,981	66,900
Other comprehensive income								(12,574)	(12,574)	
Stock purchase plan		315	1	16,569					16,570	
Stock award plan		161	—	(3,290)					(3,290)	
Stock-settled stock-based compensation expense				67,549					67,549	
Changes in noncontrolling interest from:										
Distributions	(155,011)									(78,112)
Contributions	35,572									21,745
Acquisitions and divestitures	(6,332)									(10,170)
Partial purchases	(11,394)			(37,145)					(37,145)	(19,480)
Fair value remeasurements	49,525			(49,525)					(49,525)	
Purchase of treasury stock						(41,020)	(2,402,475)		(2,402,475)	
Retirement of treasury stock		(41,020)	(41)	(240,121)	(2,162,313)	41,020	2,402,475		—	
Balance at December 31, 2019	$ 1,180,376	125,843	$ 126	$ 749,043	$ 1,431,738	—	$ —	$ (47,498)	$ 2,133,409	$ 185,833

DAVITA INC.
CONSOLIDATED STATEMENTS OF EQUITY - continued
(dollars and shares in thousands)

	Non-controlling interests subject to put provisions	DaVita Inc. Shareholders' Equity							Non-controlling interests not subject to put provisions
		Common stock		Additional paid-in capital	Retained earnings	Treasury stock		Accumulated other comprehensive income (loss)	Total	
		Shares	Amount			Shares	Amount			
Balance at December 31, 2019	$ 1,180,376	125,843	$ 126	$ 749,043	$ 1,431,738	—	$ —	$ (47,498)	$ 2,133,409	$ 185,833
Comprehensive income:										
Net income	141,879				773,642				773,642	79,156
Other comprehensive income								(18,656)	(18,656)	
Stock purchase plan		222	—	17,148					17,148	
Stock award plans		345	—	(17,801)					(17,801)	
Stock-settled stock-based compensation expense				90,007					90,007	
Changes in noncontrolling interest from:										
Distributions	(163,175)									(89,943)
Contributions	30,154									12,812
Acquisitions and divestitures	(3,215)									(248)
Partial purchases	(7,771)			4,364					4,364	(4,424)
Fair value remeasurements	151,780			(151,780)					(151,780)	
Purchase of treasury stock						(16,477)	(1,446,767)		(1,446,767)	
Retirement of treasury stock		(16,477)	(16)	(93,908)	(1,352,843)	16,477	1,446,767		—	
Balance at December 31, 2020	$ 1,330,028	109,933	$ 110	$ 597,073	$ 852,537	—	$ —	$ (66,154)	$ 1,383,566	$ 183,186

See notes to consolidated financial statements.

1. Organization and summary of significant accounting policies

Organization

The Company's operations are comprised of its dialysis and related lab services to patients in the United States (its U.S. dialysis business), its ancillary services and strategic initiatives including its international operations (collectively, its ancillary services), and its corporate administrative support.

The Company's largest line of business is its U.S. dialysis business, which operates kidney dialysis centers in the U.S. for patients suffering from chronic kidney failure, also known as end stage renal disease (ESRD). As of December 31, 2020, the Company operated or provided administrative services through a network of 2,816 U.S. outpatient dialysis centers in 46 states and the District of Columbia, serving a total of approximately 204,200 patients. In addition, as of December 31, 2020, the Company operated or provided administrative services to a total of 321 outpatient dialysis centers serving approximately 36,200 patients located in ten countries outside of the U.S.

On June 19, 2019, the Company completed the sale of its DaVita Medical Group (DMG) business to Collaborative Care Holdings, LLC (Optum), a subsidiary of UnitedHealth Group Inc. As a result of this transaction, DMG's results of operations have been reported as discontinued operations for all periods presented in these consolidated financial statements. For financial information about the DMG business, see Note 22.

The Company's U.S. dialysis business qualifies as a separately reportable segment and the Company's ancillary services, including its international operations, have been combined and disclosed in the other segments category.

Basis of presentation

These consolidated financial statements are prepared in accordance with United States generally accepted accounting principles (U.S. GAAP). The financial statements include DaVita Inc. and its subsidiaries, partnerships and other entities in which it maintains a majority voting or other controlling financial interest (collectively, the Company). All significant intercompany transactions and balances have been eliminated. Equity investments in investees over which the Company only has significant influence are recorded on the equity method, while investments in other equity securities are recorded at fair value or on the adjusted cost method, as applicable. For the Company's international subsidiaries, local currencies are considered their functional currencies. Translation adjustments result from translating the financial statements of the Company's international subsidiaries from their functional currencies into the Company's reporting currency (the U.S. dollar, or USD). Prior year classifications have been conformed to the current year presentation.

The Company has evaluated subsequent events through the date these consolidated financial statements were issued and has included all necessary adjustments and disclosures.

Use of estimates

The preparation of financial statements in conformity with U.S. GAAP requires the use of estimates and assumptions that affect the reported amounts of revenues, expenses, assets, liabilities, contingencies and noncontrolling interests subject to put provisions. Although actual results in subsequent periods will differ from these estimates, such estimates are developed based on the best information available to management and management's best judgments at the time. All significant assumptions and estimates underlying the amounts reported in the financial statements and accompanying notes are regularly reviewed and updated when necessary. Changes in estimates are reflected in the financial statements based upon on-going actual experience trends or subsequent settlements and realizations depending on the nature and predictability of the estimates and contingencies.

The most significant assumptions and estimates underlying these consolidated financial statements and accompanying notes involve revenue recognition and accounts receivable, impairments of goodwill, accounting for income taxes, fair value estimates and loss contingencies. Specific estimating risks and contingencies are further addressed within these notes to the consolidated financial statements.

Revenues

On January 1, 2018, the Company adopted Financial Accounting Standards Board (FASB) Accounting Standards Codification Topic 606 *Revenue from Contracts with Customers* (Topic 606) using the cumulative effect method for those contracts that were not substantially completed as of January 1, 2018. Results for reporting periods beginning on and after January 1, 2018 are presented under Topic 606.

The adoption of this new standard primarily changed the Company's presentation of revenues, provision for uncollectible accounts and allowance for doubtful accounts. Topic 606 requires revenue to be recognized based on the Company's estimate of the transaction price the Company expects to collect as a result of satisfying its performance obligations. Accordingly, for performance obligations satisfied after the adoption of Topic 606, the Company no longer separately presents a provision for uncollectible accounts on the consolidated income statement and no longer presents the related allowance for doubtful accounts on the consolidated balance sheet. However, as a result of the Company's election to apply Topic 606 only to contracts not substantially completed as of January 1, 2018, the Company continued to maintain an allowance for doubtful accounts related to performance obligations satisfied prior to the adoption of Topic 606. Net collections or write-offs of accounts receivable generated prior to January 1, 2018, beyond amounts previously reserved thereon, are presented in the provision for uncollectible accounts on the consolidated income statement in accordance with Topic 605.

Dialysis patient service revenues

Revenues are recognized based on the Company's estimate of the transaction price the Company expects to collect as a result of satisfying its performance obligations. Dialysis patient service revenues are recognized in the period services are provided based on these estimates. Revenues consist primarily of payments from government and commercial health plans for dialysis services provided to patients. A usual and customary fee schedule is maintained for the Company's dialysis treatments and related lab services; however, actual collectible revenue is normally recognized at a discount from the fee schedule.

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

Under Medicare's bundled payment rate system, services covered by Medicare are subject to estimating risk, whereby reimbursements from Medicare can vary significantly depending upon certain patient characteristics and other variable factors. Even with the bundled payment rate system, Medicare payments for bad debt claims as established by cost reports require evidence of collection efforts. As a result, billing and collection of Medicare bad debt claims can be delayed significantly and final payment is subject to audit. The Company's revenue recognition is estimated based on its judgment regarding its ability to collect, which depends upon its ability to effectively capture, document and bill for Medicare's base payment rate as well as these other variable factors.

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

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

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

Other revenues

Other revenues consist of fees for management and administrative support services provided to outpatient dialysis businesses that the Company does not own or in which the Company owns a noncontrolling interest as well as revenues associated with the Company's non-dialysis ancillary services and strategic initiatives. Revenues associated with dialysis management services, integrated care services, clinical research programs, physician services, and ESRD seamless care organizations are estimated in the period services are provided. Revenues associated with pharmacy services until that business was closed in 2018 were estimated as prescriptions were filled and shipped to patients. Revenues associated with direct primary care until that business was sold in 2018 were estimated over the membership period.

Other income

Other income includes interest income on cash and cash equivalents and short- and long-term investments, realized and unrealized gains and losses recognized on investments, and foreign currency transaction gains and losses.

Cash and cash equivalents

Cash equivalents are short-term highly liquid investments readily convertible to known amounts of cash that typically mature within three months or less at date of purchase.

Restricted cash and equivalents

Restricted cash and cash equivalents include funds held in trust to satisfy insurer and state regulatory requirements related to wholly-owned captive insurance companies that bear professional and general liability and workers' compensation risks for the Company as well as funds held in escrow for certain legal settlements pending finalization.

Investments in debt and equity securities

The Company classifies certain debt securities as held-to-maturity and records them at amortized cost based on the Company’s intentions and strategies concerning those investments. Equity securities that have readily determinable fair values or redemption values are recorded at estimated fair value with changes in fair value recognized in current earnings within "Other income, net". These debt and equity investments are classified as "short-term investments" or "long-term investments" on the Company's consolidated balance sheet. See Note 5 for further details.

Inventories

Inventories are stated at the lower of cost (first-in, first-out) or net realizable value and consist principally of pharmaceuticals and dialysis-related supplies. Rebates related to inventory purchases are recorded when earned and are based on certain qualification requirements which are dependent on a variety of factors including future pricing levels from the manufacturer and related data submission.

Property and equipment

Property and equipment is stated at cost less accumulated depreciation and amortization and is further reduced by any impairments. Maintenance and repairs are charged to expense as incurred. Disposition gains and losses are included in current operating expenses. Property and equipment assets are reviewed for possible impairment whenever significant events or changes in circumstances indicate that an impairment may have occurred.

Leases

The Company leases substantially all of its U.S. dialysis facilities. The majority of the Company’s facilities are leased under non-cancellable operating leases which contain renewal options. These renewal options are included in the Company's determination of the right-of-use assets and related lease liabilities when renewal is considered reasonably certain at the commencement date. Certain of the Company's leases are subject to periodic consumer price increases or contain fixed escalation clauses.

The Company categorizes leases with contractual terms longer than twelve months as either operating or finance leases. Finance leases are generally those leases that allow the Company to substantially utilize or pay for the entire asset over its estimated life. All other leases are categorized as operating leases. The Company has elected the practical expedient to not separate lease components from non-lease components for its financing and operating leases. The Company has also elected the short-term lease recognition exemption and does not recognize right-of-use assets or lease liabilities for leases with a term of less than 12 months.

Financing and operating right-of-use assets are recognized based on the net present value of lease payments over the lease term plus expected renewals as of the commencement date. Since most of the Company's leases do not provide an implicit rate of return, the Company uses its incremental borrowing rate based on information available at the commencement date or remeasurement date in determining the present value of lease payments.

Assets acquired under finance leases are recorded on the balance sheet within property and equipment, net and liabilities for finance lease obligations are recorded within long-term debt. Finance lease assets are amortized to depreciation expense on a straight-line basis over the shorter of their estimated useful lives or the expected lease term.

Rights to use assets under operating leases are recorded on the balance sheet as operating lease right-of-use assets and liabilities for operating lease obligations are recorded as operating lease liabilities. Reductions in the carrying amount of operating lease right-of-use assets are recorded to rent expense over the lease term.

Amortizable intangibles

Amortizable intangible assets include noncompetition agreements, hospital service contracts, and customer relationships arising from other service contracts, each of which have finite useful lives. Amortization expense is computed using the straight-line method over the useful lives of the assets estimated as follows: non-competition agreements and hospital acute service contracts over the contract term, and customer relationships from other service contracts over the remaining contract term plus expected renewal periods. Amortizable intangible assets are reviewed for possible impairment whenever significant events or changes in circumstances indicate that an impairment may have occurred.

Indefinite-lived intangibles

Indefinite-lived intangible assets include international licenses and accreditations that allow the Company to be reimbursed for providing dialysis services to patients, each of which has an indefinite useful life. Indefinite-lived intangibles are not amortized, but are assessed for impairment at least annually and whenever significant events or changes in circumstances indicate that an impairment may have occurred. Costs to renew indefinite-lived intangible assets are expensed as incurred.

Equity method and other investments

Equity investments that do not have readily determinable fair values are carried on the equity method if the Company maintains significant influence over the investee. Equity investments without readily determinable fair values for which the Company does not maintain significant influence over the investee are carried either at estimated fair value or on the adjusted cost method, as determined on an investment-specific basis. The adjusted cost method represents the Company's cost for an investment, net of any other-than-temporary impairments, as adjusted for any subsequent observation of the investment's fair value. These equity method and adjusted cost method investments are classified as “Equity method and other investments” on the Company's consolidated balance sheet. See Note 9 for further details.

Equity method and other investments are assessed for other-than-temporary impairment when significant events or changes in circumstances indicate that an other-than-temporary impairment may have occurred. An other-than-temporary impairment charge is recorded when the fair value of an investment has fallen below its carrying amount and the shortfall is expected to be indefinitely or permanently unrecoverable.

Goodwill

Goodwill represents the difference between the fair value of businesses acquired and the fair value of the identifiable tangible and intangible net assets acquired. Goodwill is not amortized, but is assessed by individual reporting unit for impairment as circumstances warrant and at least annually. An impairment charge is recognized when and to the extent a reporting unit's carrying amount is determined to exceed its fair value. The Company operates multiple reporting units. See Note 10 for further details.

Self-insurance

The Company predominantly self-insures its professional and general liability and workers' compensation risks through its wholly-owned captive insurance companies, with excess or reinsurance coverage for additional protection. The Company is also predominantly self-insured with respect to employee medical and other health benefits. The Company records insurance liabilities for the professional and general liability, workers’ compensation, and employee health benefit risks that it retains and estimates its liability for those risks using third party actuarial calculations that are based upon historical claims experience and expectations for future claims.

Income taxes

Federal and state income taxes are computed at currently enacted tax rates less tax credits using the asset and liability method. Deferred taxes are adjusted both for items that do not currently have tax consequences and for the cumulative effect of any changes in tax rates from those previously used to determine deferred tax assets or liabilities. Tax provisions include amounts that are currently payable, changes in deferred tax assets and liabilities that arise because of temporary differences between the timing of when items of income and expense are recognized for financial reporting and income tax purposes, changes in the recognition of tax positions and any changes in the valuation allowance caused by a change in judgment about

the realizability of the related deferred tax assets. A valuation allowance is established when necessary to reduce deferred tax assets to amounts expected to be realized.

The Company uses a recognition threshold of more-likely-than-not and a measurement attribute on all tax positions taken or expected to be taken in a tax return in order to be recognized in the financial statements. Once the recognition threshold is met, the tax position is then measured to determine the actual amount of benefit to recognize in the financial statements.

Stock-based compensation

The Company's stock-based compensation expense for stock-settled awards is measured at the estimated fair value of awards on the date of grant and recognized on a cumulative straight-line basis over the vesting terms of the awards, unless the stock awards are based on non-market based performance metrics, in which case expense is adjusted for the ultimate number of shares expected to be issued as of the end of each reporting period. Stock-based compensation expense for cash-settled awards is based on their estimated fair values as of the end of each reporting period. The expense for all stock-based awards is recognized net of expected forfeitures.

Interest rate cap agreements

The Company often carries a combination of current or forward interest rate caps on portions of its variable rate debt as a means of hedging its exposure to changes in LIBOR interest rates as part of its overall interest rate risk management strategy. These interest rate caps are not held for trading or speculative purposes and are designated as qualifying cash flow hedges. See Note 13 for further details.

Noncontrolling interests

Noncontrolling interests represent third-party equity ownership interests in entities which are consolidated by the Company for financial statement reporting purposes. As of December 31, 2020, third parties held noncontrolling equity interests in 688 consolidated legal entities.

Fair value estimates

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value measurements are determined based on the principal or most advantageous market for the item being measured, assume that buyers and sellers are independent, willing and able to transact, and knowledgeable, with access to all information customarily available in such a transaction, and are based on assumptions that market participants would use in pricing the item, not assumptions specific to the reporting entity.

The Company relies on fair value measurements and estimates for purposes that require the recording, reassessment, or adjustment of the carrying amounts of certain assets, liabilities, and noncontrolling interests subject to put provisions (redeemable equity interests classified as temporary equity). These purposes can include the accounting for business combination transactions; impairment assessments for goodwill, other intangible assets, or other long-lived assets; recurrent revaluation of investments in debt and equity securities, contingent earn-out obligations, interest rate cap agreements, and noncontrolling interests subject to put provisions; and the accounting for equity method and other investments and stock-based compensation, as applicable. The Company has also classified its assets, liabilities and temporary equity into the appropriate fair value hierarchy levels as defined by the FASB. See Note 24 for further details.

New accounting standards

New standards recently adopted

In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*. The amendments in this ASU amend the impairment model to utilize an expected loss methodology in place of the incurred loss methodology for financial instruments and off-balance sheet credit exposures. The amendment requires entities to consider a broader range of information to estimate expected credit losses, which may result in earlier recognition of losses. The amendments in this ASU became effective for the Company beginning on January 1, 2020 and were applied using a modified retrospective basis. The adoption of ASU No. 2016-13 did not have a material impact on the Company's consolidated financial statements.

In August 2018, the FASB issued ASU No. 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework -Changes to the Disclosure Requirements for Fair Value Measurement*. The applicable amendments in this ASU remove requirements for disclosures concerning transfers between fair value measurement levels 1, 2 and 3 and disclosures concerning

valuation processes for level 3 fair value measurements. The applicable amendments in this ASU also add a requirement to separately disclose the changes in unrealized gains and losses included in other comprehensive income for the reporting period for level 3 items measured at fair value on a recurring basis, and require disclosure of the range and weighted average of significant unobservable inputs used to develop level 3 fair value measurements. The amendments in this ASU became effective for the Company beginning on January 1, 2020 and were applied on a prospective basis. The adoption of this ASU did not have a material impact on the Company's consolidated financial statements.

In August 2018, the FASB issued ASU No. 2018-15, *Intangibles-Goodwill and Other-Internal Use Software (Subtopic 350-40): Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract*. ASU No. 2018-15 aligns the requirements for capitalizing implementation costs incurred in a cloud computing arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. The Company adopted this ASU as of January 1, 2020, using the prospective transition approach, which allows the Company to change the accounting method without restating prior periods or booking cumulative adjustments. The adoption of ASU No. 2018-15 did not have a material impact on the Company's consolidated financial statements.

New standards not yet adopted

In December 2019, the FASB issued ASU 2019-12, *Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes*. ASU 2019-12 attempts to simplify aspects of accounting for franchise taxes and enacted changes in tax laws or rates, and clarifies the accounting for transactions that result in a step-up in the tax basis of goodwill. ASU 2019-12 is effective for public business entities for fiscal years beginning after December 15, 2020, including interim periods within that fiscal year. Early adoption is permitted for all entities. The Company has evaluated the impact of this standard on its consolidated financial statements, including accounting policies, processes, and systems, and does not expect the impact to be material.

In March 2020, the FASB issued ASU No. 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*. ASU No. 2020-04 provides optional expedients and exceptions for applying U.S. GAAP to contract modifications and hedging relationships, subject to meeting certain criteria, that reference LIBOR or another rate that is expected to be discontinued. The amendments in this ASU were effective beginning on March 12, 2020, and the Company may elect to apply the amendments prospectively through December 31, 2022. The Company is currently assessing the effect this guidance may have on its consolidated financial statements.

2. Revenue recognition and accounts receivable

The Company's revenues by segment and primary payor source were as follows:

	Year ended December 31, 2020		
	U.S. dialysis	Other - Ancillary services	Consolidated
Patient service revenues:			
Medicare and Medicare Advantage	$ 6,048,043	$	$ 6,048,043
Medicaid and Managed Medicaid	744,862		744,862
Other government	455,897	380,584	836,481
Commercial	3,370,562	170,394	3,540,956
Other revenues:			
Medicare and Medicare Advantage		419,662	419,662
Medicaid and Managed Medicaid		1,227	1,227
Commercial		33,246	33,246
Other[(1)]	40,571	47,585	88,156
Eliminations of intersegment revenues	(145,286)	(16,743)	(162,029)
Total	$ 10,514,649	$ 1,035,955	$ 11,550,604

(1) Other consists of management service fees earned in the respective Company line of business as well as other revenue from the Company's ancillary services.

	Year ended December 31, 2019		
	U.S. dialysis	Other - Ancillary services	Consolidated
Patient service revenues:			
Medicare and Medicare Advantage	$ 6,129,697	$	$ 6,129,697
Medicaid and Managed Medicaid	669,089		669,089
Other government	446,010	352,765	798,775
Commercial	3,286,089	144,256	3,430,345
Other revenues:			
Medicare and Medicare Advantage		264,538	264,538
Medicaid and Managed Medicaid		606	606
Commercial		130,823	130,823
Other[(1)]	32,021	78,940	110,961
Eliminations of intersegment revenues	(132,325)	(14,030)	(146,355)
Total	$ 10,430,581	$ 957,898	$ 11,388,479

(1) Other consists of management service fees earned in the respective Company line of business as well as other revenue from the Company's ancillary services.

	Year ended December 31, 2018		
	U.S. dialysis	Other - Ancillary services	Consolidated
Patient service revenues:			
Medicare and Medicare Advantage	$ 6,063,891	$	$ 6,063,891
Medicaid and Managed Medicaid	628,766		628,766
Other government	446,999	335,594	782,593
Commercial	3,176,413	101,681	3,278,094
Other revenues:			
Medicare and Medicare Advantage		492,812	492,812
Medicaid and Managed Medicaid		44,246	44,246
Commercial		90,890	90,890
Other[(1)]	19,880	130,865	150,745
Eliminations of intersegment revenues	(92,950)	(34,236)	(127,186)
Total	$ 10,242,999	$ 1,161,852	$ 11,404,851

(1) Other consists of management service fees earned in the respective Company line of business as well as other revenue from the Company's ancillary services.

The Company had no allowance for doubtful accounts related to performance obligations satisfied in years prior to January 1, 2018 as of December 31, 2020 and such allowance was $8,328 as of December 31, 2019.

As described in Note 1, there are significant risks associated with estimating revenue, many of which take several years to resolve. These estimates are subject to ongoing insurance coverage changes, geographic coverage differences, differing interpretations of contract coverage and other payor issues, as well as patient issues including determining applicable primary and secondary coverage, changes in patient coverage and coordination of benefits. As these estimates are refined over time, both positive and negative adjustments to revenue are recognized in the current period. As a result of these changes in estimates, no additional revenue was recognized during the year ended December 31, 2020 associated with performance obligations satisfied prior to January 1, 2018 and additional revenue of $37,274 was recognized during the year ended December 31, 2019 associated with performance obligations satisfied in years prior to January 1, 2018.

There is no single commercial payor that accounted for more than 10% of total consolidated accounts receivable or consolidated revenues at or for the years ended December 31, 2020 or 2019.

Net dialysis services accounts receivable and other receivables from Medicare, including Medicare Advantage plans, and Medicaid, including managed Medicaid plans, were approximately $1,101,837 and $1,038,248 as of December 31, 2020 and 2019, respectively. Approximately 17% and 18% of the Company's net patient services accounts receivable balances as of December 31, 2020 and 2019, respectively, were more than six months old. There were no significant balances over one year old at December 31, 2020. The Company's accounts receivable are principally due from Medicare and Medicaid programs and commercial insurance plans.

3. Earnings per share

Basic earnings per share is calculated by dividing net income attributable to the Company by the weighted average number of common shares outstanding, reduced for 2018 by the weighted average shares held in escrow that under certain circumstances may have been returned to the Company. Weighted average common shares outstanding include restricted stock unit awards that are no longer subject to forfeiture because the recipients have satisfied either their explicit vesting terms or retirement eligibility requirements.

Diluted earnings per share includes the dilutive effect of outstanding stock-settled stock appreciation rights and unvested stock units (under the treasury stock method) and, for 2018, the weighted average contingently returnable shares held in escrow that were outstanding during the period.

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

	Year ended December 31,		
	2020	2019	2018
Net income (loss) attributable to DaVita Inc.:			
Continuing operations	$ 783,295	$ 706,832	$ 624,321
Discontinued operations	(9,653)	104,149	(464,927)
Net income attributable to DaVita Inc.	$ 773,642	$ 810,981	$ 159,394
Weighted average shares outstanding:			
During the period	119,797	153,181	171,886
Contingently returnable[1]	—	—	(1,100)
Basic shares	119,797	153,181	170,786
Contingently returnable[1]	—	—	1,100
Assumed incremental from stock plans	2,826	631	479
Diluted shares	122,623	153,812	172,365
Basic net income (loss) attributable to DaVita Inc.:			
Continuing operations per share	$ 6.54	$ 4.61	$ 3.66
Discontinued operations per share	(0.08)	0.68	(2.73)
Basic net income per share attributable to DaVita Inc.	$ 6.46	$ 5.29	$ 0.93
Diluted net income (loss) attributable to DaVita Inc.:			
Continuing operations per share	$ 6.39	$ 4.60	$ 3.62
Discontinued operations per share	(0.08)	0.67	(2.70)
Diluted net income per share attributable to DaVita Inc.	$ 6.31	$ 5.27	$ 0.92
Anti-dilutive stock-settled awards excluded from calculation[2]	2,301	5,936	5,295

(1) Shares previously held in escrow for the DaVita HealthCare Partners merger.

(2) Shares associated with stock awards excluded from the diluted denominator calculation because they were anti-dilutive under the treasury stock method.

4. Restricted cash and equivalents

The Company had restricted cash and cash equivalents of $176,832 and $106,346 at December 31, 2020 and 2019, respectively. Approximately $92,286 of the balance at December 31, 2020 represents restricted cash equivalents held in trust to satisfy insurer and state regulatory requirements related to the wholly-owned captive insurance companies that bear professional and general liability and workers' compensation risks for the Company and $70,000 represents cash held in escrow to fund a previously announced legal settlement pending finalization. The remaining restricted cash and cash equivalents held at December 31, 2020 primarily represents cash pledged to third parties in connection with one of the Company's ancillary services.

5. Short-term and long-term investments

The Company’s short-term and long-term investments, consisting of debt instruments classified as held-to-maturity and equity investments with readily determinable fair values or redemption values, were as follows:

	December 31, 2020			December 31, 2019		
	Debt securities	Equity securities	Total	Debt securities	Equity securities	Total
Certificates of deposit and other time deposits	$ 8,217	$ —	$ 8,217	$ 8,140	$ —	$ 8,140
Investments in mutual funds and common stock	—	44,077	44,077	—	39,951	39,951
	$ 8,217	$ 44,077	$ 52,294	$ 8,140	$ 39,951	$ 48,091
Short-term investments	$ 8,217	$ 11,884	$ 20,101	$ 8,140	$ 3,432	$ 11,572
Long-term investments	—	32,193	32,193	—	36,519	36,519
	$ 8,217	$ 44,077	$ 52,294	$ 8,140	$ 39,951	$ 48,091

Debt securities: The Company's short-term debt investments are principally bank certificates of deposit with contractual maturities longer than three months but shorter than one year. These debt securities are accounted for as held-to-maturity and recorded at amortized cost, which approximated their fair values at December 31, 2020 and 2019.

Equity securities: The Company's equity investments in mutual funds and common stock are held within a trust to fund existing obligations associated with several of the Company’s non-qualified deferred compensation plans. During 2020, the Company recognized pre-tax net gains of $3,818 in other income associated with changes in the fair value of these equity securities, comprised of pre-tax realized gains of $1,941 and a net increase in unrealized gains of $1,877. During 2019, the Company recognized pre-tax net gains of $4,383 in other income associated with changes in the fair value of these equity securities, comprised of pre-tax realized gains of $1,459 and a net increase in unrealized gains of $2,924.

6. Other receivables

Other receivables were comprised of the following:

	December 31,	
	2020	2019
Supplier rebates and non-trade receivables	$ 390,508	$ 351,650
Medicare bad debt claims	153,868	138,045
	$ 544,376	$ 489,695

7. Property and equipment

Property and equipment were comprised of the following:

	December 31,	
	2020	2019
Land	$ 37,924	$ 36,480
Buildings	400,616	392,256
Leasehold improvements	3,865,729	3,545,224
Equipment and information systems, including internally developed software	3,081,298	2,880,645
New center and capital asset projects in progress	616,686	588,345
	8,002,253	7,442,950
Less accumulated depreciation	(4,480,429)	(3,969,566)
	$ 3,521,824	$ 3,473,384

Depreciation and amortization expenses are computed using the straight-line method over the useful lives of the assets estimated as follows: buildings, 25 years to 40 years; leasehold improvements, the shorter of ten years or the expected lease term; and equipment and information systems, principally three years to 15 years. Depreciation expense on property and equipment was $616,626, $600,905, and $574,799 for 2020, 2019 and 2018, respectively.

Interest on debt incurred during the development of new centers and other capital asset projects is capitalized as a component of the asset cost based on the respective in-process capital asset balances. Interest capitalized was $17,944, $27,322 and $25,978 for 2020, 2019 and 2018, respectively.

During 2018, the Company recognized asset impairment charges of $17,338 related to the restructuring of its pharmacy business.

8. Intangible assets

Intangible assets other than goodwill were comprised of the following:

	December 31,	
	2020	2019
Indefinite-lived licenses	$ 100,138	$ 90,209
Noncompetition agreements	84,022	103,510
Customer relationships and other	52,566	23,887
	236,726	217,606
Less accumulated amortization	(70,141)	(81,922)
	$ 166,585	$ 135,684

Noncompetition agreements are generally amortized over three years to 10 years and customer relationships are principally amortized over 10 years to 20 years. Amortization expense from amortizable intangible assets was $13,809, $14,247, and $16,236 for 2020, 2019 and 2018, respectively.

For the years ended December 31, 2020, 2019 and 2018, the Company recognized no impairment charges on any intangible assets other than the goodwill impairment charges discussed in Note 10.

Scheduled amortization expenses from amortizable intangible assets as of December 31, 2020 were as follows:

	Noncompetition agreements	Customer relationships and other
2021	$ 10,274	$ 3,143
2022	6,680	3,139
2023	3,883	3,102
2024	1,714	2,851
2025	585	2,660
Thereafter	168	28,248
Total	$ 23,304	$ 43,143

9. Equity method and other investments

The Company maintains equity method and other minor investments in the private securities of certain other healthcare and healthcare-related businesses, comprised as follows:

	December 31,	
	2020	2019
APAC joint venture	$ 120,787	$ 116,924
Other equity method partnerships	107,599	114,611
Adjusted cost method and other investments	29,105	10,448
	$ 257,491	$ 241,983

During 2020, 2019 and 2018, the Company recognized equity investment income (loss) of $26,916, $12,679 and $(4,484), respectively, from its equity method investments in nonconsolidated businesses.

The Company's largest equity method investment is its ownership interest in DaVita Care Pte. Ltd. (the APAC joint venture, or APAC JV). The Company holds a 75% voting and economic interest in the APAC JV and an unrelated noncontrolling investor holds the other 25% voting and economic interest in the joint venture. During 2019 the continuing third party noncontrolling investor made its final subscribed capital contribution to the joint venture and the other previous third party noncontrolling investor elected to exit the joint venture. The governance structure and voting rights established for the APAC JV, which remain unchanged since its formation on August 1, 2016, provide that certain key decisions affecting the joint venture’s operations are not subject to the unilateral discretion of the Company but rather are under the joint control of the Company and the APAC JV's unrelated noncontrolling investor. As a result, the Company does not consolidate the APAC JV.

Prior to the transactions described above, the Company held a 60% voting interest and a 73.3% economic interest in the APAC JV, while the other two noncontrolling investors collectively held a 40% voting interest and a 26.7% economic interest in the APAC JV.

The Company's other equity method investments include 22 legal entities over which the Company has significant influence but in which it does not maintain a controlling financial interest. Almost all of these are U.S. dialysis partnerships in the form of limited liability companies. The Company's ownership interests in these partnerships vary, but typically range from 30% to 50%.

There were no significant impairments or other valuation adjustments on the Company's adjusted cost method and other investments during 2020, 2019 or 2018.

10. Goodwill

Changes in the carrying value of goodwill by reportable segment were as follows:

	U.S. dialysis	Other - Ancillary services	Consolidated
Balance at December 31, 2018	$ 6,275,004	$ 566,956	$ 6,841,960
Acquisitions	18,089	72,137	90,226
Impairment charges	—	(124,892)	(124,892)
Foreign currency and other adjustments	(5,993)	(13,666)	(19,659)
Balance at December 31, 2019	$ 6,287,100	$ 500,535	$ 6,787,635
Acquisitions	24,377	105,680	130,057
Divestitures	(1,549)	(6,744)	(8,293)
Foreign currency and other adjustments	—	9,710	9,710
Balance at December 31, 2020	$ 6,309,928	$ 609,181	$ 6,919,109
Balance at December 31, 2020:			
Goodwill	$ 6,309,928	$ 745,732	$ 7,055,660
Accumulated impairment charges	—	(136,551)	(136,551)
	$ 6,309,928	$ 609,181	$ 6,919,109

As dialysis treatments are an essential, life-sustaining service for patients who depend on them, the Company's operations have continued and are currently expected to continue throughout the novel coronavirus (COVID-19) pandemic. However, the ultimate impact of the dynamic and evolving COVID-19 pandemic on the Company will depend on future developments that are highly uncertain and difficult to predict, including among other things the severity and duration of the pandemic, further spread or resurgence of the virus, including as a result of the emergence of the new strains of the virus, its impact on the chronic kidney disease (CKD) patient population and the Company's patient population, the availability, acceptance, impact and efficacy of COVID-19 treatments, therapies and vaccines, the pandemic's continuing impact on the U.S. and global economies and unemployment, the responses of the Company's competitors to the pandemic and related changes in the marketplaces, and the timing, scope and effectiveness of governmental responses. While the Company does not currently expect a material adverse impact to its business as a result of this public health crisis, there can be no assurance that the COVID-19 pandemic will not have a material adverse impact on one or more of the Company's businesses.

Each of the Company’s operating segments described in Note 25 to these consolidated financial statements represents an individual reporting unit for goodwill impairment assessment purposes.

Within the U.S. dialysis operating segment, the Company considers each of its dialysis centers to constitute an individual business for which discrete financial information is available. However, since these dialysis centers have similar operating and economic characteristics, and the allocation of resources and significant investment decisions concerning these businesses are highly centralized and the benefits broadly distributed, the Company has aggregated these centers and deemed them to constitute a single reporting unit.

The Company has applied a similar aggregation to the physician practices in its physician services reporting units, to the dialysis centers and other health operations within each international reporting unit, and to the vascular access service centers in its former vascular access services reporting unit. For the Company’s other operating segments, discrete business components below the operating segment level constitute individual reporting units.

When performing quantitative goodwill impairment assessments, the Company estimates fair value using either appraisals developed with an independent third party valuation firm which consider both discounted cash flow estimates for the subject business and observed market multiples for similar businesses, or offer prices received for the subject business that would be acceptable to the Company.

During the year ended December 31, 2019, the Company recognized goodwill impairment charges of $119,476 in its Germany kidney care business. These charges resulted primarily from a decline in then current and expected future patient census and an increase in then current and expected future costs, including due to wage increases expected to result from legislation announced at that time. The changes in the Company's expectations were informed by developments in the business in response to evolving market conditions, including changes in the Company's expected timing and ability to mitigate them,

and based on in-depth operating and strategic reviews completed by the Company's new Germany management team. During the year ended December 31, 2019 the Company also recognized a goodwill impairment charge of $5,416 in its German other health operations.

Based on its most recent assessments, the Company determined that further changes in expected patient census, increases in operating costs, reductions in reimbursement rates, changes in actual or expected growth rates, or other significant adverse changes in expected future cash flows or valuation assumptions could result in goodwill impairment charges in the future for the following reporting unit, which remains at risk of goodwill impairment as of December 31, 2020:

			Sensitivities	
Reporting unit	Goodwill balance	Carrying amount coverage[1]	Operating income[2]	Discount rate[3]
Germany kidney care	$ 322,736	2.3 %	(1.5)%	(10.1)%

(1) Excess of estimated fair value of the reporting unit over its carrying amount as of the latest assessment date.

(2) Potential impact on estimated fair value of a sustained, long-term reduction of 3% in operating income as of the latest assessment date.

(3) Potential impact on estimated fair value of an increase in discount rates of 100 basis points as of the latest assessment date.

Except as described above, none of the Company’s other reporting units were considered at risk of significant goodwill impairment as of December 31, 2020. Since the dates of the Company’s last annual goodwill impairment assessments, there have been certain developments, events, changes in operating performance and other changes in key circumstances that have affected the Company’s businesses. However, these have not caused management to believe it is more likely than not that the fair values of any of the Company’s reporting units would be less than their respective carrying amounts as of December 31, 2020.

11. Other liabilities

Other liabilities were comprised of the following:

	December 31,	
	2020	2019
Payor refunds and retractions	$ 371,183	$ 377,044
Insurance and self-insurance accruals	54,438	58,941
Accrued interest	30,066	54,899
Accrued non-income tax liabilities	39,075	36,285
Other	315,767	229,005
	$ 810,529	$ 756,174

12. Income taxes

The Company accounts for income taxes under the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the consolidated financial statements. Under this method, deferred tax assets and liabilities are determined on the basis of the differences between the financial statement and tax basis of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse.

Income before income taxes from continuing operations consisted of the following:

	Year ended December 31,		
	2020	2019	2018
Domestic	$ 1,287,976	$ 1,307,299	$ 1,083,578
International	30,286	(111,860)	(35,100)
	$ 1,318,262	$ 1,195,439	$ 1,048,478

Income tax expense for continuing operations consisted of the following:

	Year ended December 31,		
	2020	2019	2018
Current:			
Federal	$ 47,171	$ 208,339	$ 140,064
State	21,442	58,026	32,990
International	17,481	15,545	7,557
Total current income tax	86,094	281,910	180,611
Deferred:			
Federal	198,623	44,263	52,034
State	27,206	(25,836)	21,096
International	2,009	(20,709)	4,659
Total deferred income tax	227,838	(2,282)	77,789
	$ 313,932	$ 279,628	$ 258,400

Income taxes are allocated between continuing and discontinued operations as follows:

	Year ended December 31,		
	2020	2019	2018
Continuing operations	$ 313,932	$ 279,628	$ 258,400
Discontinued operations	1,657	40,689	99,768
	$ 315,589	$ 320,317	$ 358,168

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

	Year ended December 31,		
	2020	2019	2018
Federal income tax rate	21.0 %	21.0 %	21.0 %
State income taxes, net of federal benefit	3.4	2.3	4.1
Change in International valuation allowance	1.5	1.3	0.9
Political advocacy costs	1.7	0.2	2.3
Nondeductible executive compensation	1.2	0.8	0.7
Unrecognized tax benefits	0.4	2.4	0.2
Other	(0.6)	0.3	—
Impact of noncontrolling interests primarily attributable to non-tax paying entities	(4.8)	(4.9)	(4.6)
Effective tax rate	23.8 %	23.4 %	24.6 %

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

	December 31,	
	2020	2019
Receivables	$ 9,324	$ 19,095
Accrued liabilities	64,982	64,458
Operating lease liabilities	584,656	580,110
Net operating loss carryforwards	167,398	139,690
Other	62,110	55,108
Deferred tax assets	888,470	858,461
Valuation allowance	(114,824)	(91,925)
Net deferred tax assets	773,646	766,536
Intangible assets	(634,736)	(563,914)
Property and equipment	(274,742)	(162,628)
Operating lease assets	(532,082)	(527,056)
Investments in partnerships	(101,996)	(64,960)
Other	(39,690)	(25,521)
Deferred tax liabilities	(1,583,246)	(1,344,079)
Net deferred tax liabilities	$ (809,600)	$ (577,543)

At December 31, 2020, the Company had federal net operating loss carryforwards of approximately $99,657 that expire through 2036, although a substantial amount expire by 2029. The Company also had state net operating loss carryforwards of $488,070, some of which have an indefinite life, although a substantial amount expire by 2040 and international net operating loss carryforwards of $296,451, some of which will begin to expire in 2021 though the majority have an indefinite life. The Company has a state capital loss carryover of $297,748, the majority of which expires in 2024. The utilization of a portion of these losses may be limited in future years based on the profitability of certain entities. A valuation allowance is recorded to account for the unrealizable balances in the table above. The net increase of $22,899 in the valuation allowance is primarily due to newly created net operating loss carryforwards in state and foreign jurisdictions that the Company does not anticipate being able to utilize.

The Company's foreign earnings continue to be indefinitely reinvested as of December 31, 2020. As a result of the passage of the Tax Cuts and Jobs Act (2017 Tax Act), the Company does not expect such earnings to be taxable if remitted.

Unrecognized tax benefits

A reconciliation of the beginning and ending liability for unrecognized tax benefits that do not meet the more-likely-than-not threshold is as follows:

	Year ended December 31,	
	2020	2019
Beginning balance	$ 68,214	$ 40,382
Additions for tax positions related to current year	2,293	3,378
Additions for tax positions related to prior years	258	24,722
Reductions related to lapse of applicable statute	(133)	(268)
Reductions related to settlements with taxing authorities	(430)	—
Ending balance	$ 70,202	$ 68,214

As of December 31, 2020, the Company’s total liability for unrecognized tax benefits relating to tax positions that do not meet the more-likely-than-not threshold is $70,202, of which $66,607 would impact the Company’s effective tax rate if recognized. This balance represents an increase of $1,988 from the December 31, 2019 balance of $68,214.

The Company recognizes accrued interest and penalties related to unrecognized tax benefits in income tax expense. At December 31, 2020 and 2019, the Company had approximately $17,864 and $14,428, respectively, accrued for interest and penalties related to unrecognized tax benefits, net of federal tax benefit.

The Company and its subsidiaries file U.S. federal and state income tax returns and various foreign income tax returns. The Company is no longer subject to U.S. federal and state examinations by tax authorities for years before 2014 and 2009, respectively. In addition to being under audit in various state and local tax jurisdictions, the Company's federal tax returns are under audit by the Internal Revenue Service for the years 2014-2017.

13. Long-term debt

Long-term debt was comprised of the following:

	December 31,			As of December 31, 2020	
	2020	2019	Maturity date	Interest rate	Estimated fair value[1]
Senior Secured Credit Facilities:					
Term Loan A	$ 1,684,375	$ 1,739,063	8/12/2024	LIBOR + 1.50%	$ 1,675,953
Term Loan B-1	2,715,694	—	8/12/2026	LIBOR + 1.75%	2,702,115
Term Loan B	—	2,743,125	8/12/2026		
Revolving line of credit[2]	75,000	—	8/12/2024	ABR + 0.50%	$ 75,000
Senior Notes:					
4.625% Senior Notes	1,750,000	—	6/1/2030	4.625 %	$ 1,859,375
3.75% Senior Notes	1,500,000	—	2/15/2031	3.75 %	$ 1,522,500
5.125% Senior Notes	—	1,750,000	7/15/2024		
5.0% Senior Notes	—	1,500,000	5/1/2025		
Acquisition obligations and other notes payable[3]	164,160	180,352	2021-2036	4.88 %	$ 164,160
Financing lease obligations[4]	274,292	268,534	2021-2038	5.1 %	
Total debt principal outstanding	8,163,521	8,181,074			
Discount and deferred financing costs[5]	(77,717)	(72,840)			
	8,085,804	8,108,234			
Less current portion	(168,541)	(130,708)			
	$ 7,917,263	$ 7,977,526			

(1) For the Company's senior secured credit facilities and senior notes, fair value estimates are based upon bid and ask quotes, typically a level 2 input. For acquisition obligations and other notes payable, the carrying values presented here approximate their estimated fair values, based on estimates of their present values using level 2 interest rate inputs.

(2) The Company's interest rate for its revolving line of credit as of December 31, 2020 was based on an Alternate Base Rate (ABR or Prime Rate) plus 0.50%, or 3.75%. Effective January 6, 2021 this was converted to a LIBOR-based rate of LIBOR plus 1.50%.

(3) The interest rate presented for acquisition obligations and other notes payable is their weighted average interest rate based on the current fixed and LIBOR interest rate components in effect as of December 31, 2020.

(4) Financing lease obligations are measured at their approximate present values at inception. The interest rate presented is the weighted average discount rate embedded in financing leases outstanding. The term of one ground lease runs to 2070, in addition to the other lease maturity dates presented in the table above.

(5) As of December 31, 2020, the carrying amount of the Company's senior secured credit facilities includes a discount of $5,461 and deferred financing costs of $35,825 and the carrying amount of the Company's senior notes includes deferred financing costs of $36,431. As of December 31, 2019, the carrying amount of the Company's senior secured credit facilities included a discount of $6,457 and deferred financing costs of $45,444, and the carrying amount of the Company's senior notes included deferred financing costs of $20,939.

Scheduled maturities of long-term debt at December 31, 2020 were as follows:

2021	$	168,541
2022	$	169,782
2023	$	227,062
2024	$	1,496,892
2025	$	69,440
Thereafter	$	6,031,804

On February 13, 2020, the Company entered into an amendment (the Repricing Amendment) to refinance and reprice its senior secured Term Loan B with a senior secured Term Loan B-1 that bears interest at a rate equal to LIBOR plus an applicable margin of 1.75% and matures on August 12, 2026. The Repricing Amendment did not change the interest rate on the Term Loan A or the revolving line of credit. No additional debt was incurred, nor any additional proceeds received, by the Company in connection with the Repricing Amendment. The majority of the Company's Term Loan B debt was considered modified in this transaction. As a result, the Company recognized debt refinancing charges of $2,948 in the year ended December 31, 2020 comprised partially of fees incurred on this transaction and partially of deferred financing costs written off for the portion of debt considered extinguished and reborrowed. For the portion of the Term Loan B debt that was considered extinguished and reborrowed in this refinancing, the Company recognized $68,842 in constructive financing cash outflows and financing cash inflows on the statement of cash flows, even though no funds were actually paid or received. Another $55,895 of the debt considered extinguished in this refinancing represented a non-cash financing activity.

During the year ended December 31, 2020, the Company made regularly scheduled mandatory principal payments under its senior secured credit facilities totaling $54,688 on Term Loan A and $27,431 on Term Loan B-1.

On June 9, 2020, the Company issued $1,750,000 aggregate principal amount of 4.625% senior notes due 2030 (the 4.625% Senior Notes) in a private offering pursuant to Rule 144A and Regulation S under the Securities Act of 1933, as amended. The 4.625% Senior Notes pay interest on June 1 and December 1 of each year beginning December 1, 2020. The 4.625% Senior Notes are unsecured senior obligations and rank equally in right of payment with the Company's existing and future unsecured senior indebtedness. The 4.625% Senior Notes are guaranteed by each of the Company’s domestic subsidiaries that guarantee its senior secured credit facilities. The Company may redeem up to 40% of the aggregate principal amount of the 4.625% Senior Notes at any time prior to June 1, 2023 at 104.625% of the aggregate principal amount from the proceeds of one or more equity offerings, plus accrued and unpaid interest. In addition, the Company may redeem the 4.625% Senior Notes at any time prior to June 1, 2025 at a make-whole redemption price plus accrued and unpaid interest or, on and after such date, at certain redemption prices specified in the indenture governing these notes plus accrued and unpaid interest. The 4.625% Senior Notes contain restrictive covenants that limit the ability of the Company and its guarantors to, among other things, create certain liens, enter into certain sale/leaseback transactions, or merge, consolidate or sell all or substantially all of their assets. The 4.625% Senior Notes and related subsidiary guarantees do not have any registration or similar rights and are not expected to be registered for exchange on public markets. During the year ended December 31, 2020, the Company incurred $20,386 in fees, discounts and other professional expenses associated with this transaction that were capitalized and will amortize over the term of the 4.625% Senior Notes.

On July 15, 2020, the Company used the net proceeds from these 4.625% Senior Notes, together with cash on hand, to redeem in full all $1,750,000 aggregate principal amount outstanding of its 5.125% Senior Notes plus accrued interest and redemption premium. The Company incurred debt redemption premium charges of $29,890 and deferred financing cost write-offs of $9,764 in connection with this redemption.

On August 11, 2020, the Company issued $1,500,000 aggregate principal amount of 3.75% senior notes due 2031 (the 3.75% Senior Notes) in a private offering pursuant to Rule 144A and Regulation S under the Securities Act of 1933, as amended. The 3.75% Senior Notes pay interest on February 15 and August 15 of each year beginning February 15, 2021. The 3.75% Senior Notes are unsecured senior obligations and rank equally in right of payment with the Company's existing and future unsecured senior indebtedness. The 3.75% Senior Notes are guaranteed by each of the Company’s domestic subsidiaries that guarantee its senior secured credit facilities. The Company may redeem up to 40% of the aggregate principal amount of the 3.75% Senior Notes at any time prior to August 15, 2023 at 103.75% of the aggregate principal amount from the proceeds of one or more equity offerings, plus accrued and unpaid interest. In addition, the Company may redeem the 3.75% Senior Notes at any time prior to February 15, 2026 at a make-whole redemption price plus accrued and unpaid interest or, on and after such date, at certain redemption prices specified in the indenture governing these notes plus accrued and unpaid interest. The 3.75% Senior Notes contain restrictive covenants that limit the ability of the Company and its guarantors to, among other things, create

certain liens, enter into certain sale/leaseback transactions, or merge, consolidate or sell all or substantially all of their assets. The 3.75% Senior Notes and related subsidiary guarantees do not have any registration or similar rights and are not expected to be registered for exchange on public markets. During the year ended December 31, 2020, the Company incurred $17,936 in fees, discounts and other professional expenses associated with this transaction that were capitalized and will amortize over the term of the 3.75% Senior Notes.

On August 21, 2020, the Company used the net proceeds from these 3.75% Senior Notes, together with cash on hand, to redeem in full all $1,500,000 aggregate principal amount outstanding of its 5.0% Senior Notes plus accrued interest and redemption premium. The Company incurred debt redemption premium charges of $37,500 and deferred financing cost write-offs of $8,866 in connection with this redemption.

The Company's 2015 interest rate cap agreements expired on June 30, 2020, at which time the Company's 2019 cap agreements became effective. As of December 31, 2020, the Company maintains several interest rate cap agreements that have the economic effect of capping the Company's maximum exposure to LIBOR variable interest rate changes on specific portions of the Company's floating rate debt, including all of the Term Loan B-1 and a portion of the Term Loan A. The remaining $900,069 outstanding principal balance of the Term Loan A and the $75,000 outstanding balance of the revolving line of credit are subject to LIBOR-based interest rate volatility. The cap agreements are designated as cash flow hedges and, as a result, changes in their fair values are reported in other comprehensive income. The amortization of the original cap premium is recognized as a component of debt expense on the interest method over the terms of the cap agreements. These cap agreements do not contain credit-risk contingent features.

The following table summarizes the Company’s interest rate cap agreements outstanding as of December 31, 2020 and December 31, 2019, which are classified in "Other long-term assets" on its consolidated balance sheet:

					Year ended December 31, 2020		December 31,	
							2020	2019
	Notional amount	LIBOR maximum rate	Effective date	Expiration date	Debt expense	Recorded OCI loss	Fair value	
2019 cap agreements	$ 3,500,000	2.00%	6/30/2020	6/30/2024	$ 2,755	$ (21,781)	$ 2,671	$ 24,452
2015 cap agreements	$ 3,500,000	3.50%	6/29/2018	6/30/2020	$ 4,326	$ —	$ —	$ —

The following table summarizes the effects of the Company’s interest rate cap agreements for the years ended December 31, 2020, 2019 and 2018:

	Amount of unrealized (losses) gains in OCI on interest rate cap agreements				Reclassification from accumulated other comprehensive income into net income		
	Year ended December 31,				Year ended December 31,		
Derivatives designated as cash flow hedges	2020	2019	2018	Location of losses	2020	2019	2018
Interest rate cap agreements	$ (21,781)	$ 1,566	$ (181)	Debt expense	$ 7,081	$ 8,591	$ 8,466
Related income tax	5,435	(415)	48	Related income tax	(1,768)	(2,214)	(2,180)
Total	$ (16,346)	$ 1,151	$ (133)		$ 5,313	$ 6,377	$ 6,286

See Note 20 for further details on amounts recorded and reclassified from accumulated other comprehensive (loss) income.

The Company’s weighted average effective interest rate on its senior secured credit facilities at the end of 2020 was 2.03%, based upon the current margins in effect for the Term Loan A, Term Loan B-1 and revolving line of credit as of December 31, 2020.

The Company’s weighted average effective interest rate on all debt, including the effect of interest rate caps and amortization of debt discount, was 3.59% for the year ended December 31, 2020 and 3.06% as of December 31, 2020.

As of December 31, 2020, the Company’s interest rates were fixed on approximately 44.4% of its total debt.

As of December 31, 2020, the Company had $925,000 available and $75,000 drawn on its $1,000,000 revolving line of credit under its senior secured credit facilities. Credit available under this revolver is reduced by the amount of any letters of credit outstanding under this facility, but there were no such letters of credit outstanding as of December 31, 2020. The

Company also had approximately $64,636 of outstanding letters of credit under a separate bilateral secured letter of credit facility as of December 31, 2020.

Debt expense

Debt expense consisted of interest expense of $282,932, $419,639 and $461,897 and the amortization and accretion of debt discounts and premiums, amortization of deferred financing costs and the amortization of interest rate cap agreements of $21,179, $24,185 and $25,538 for 2020, 2019 and 2018, respectively. These interest expense amounts are net of capitalized interest.

14. Leases

The Company leases substantially all of its U.S. dialysis facilities. The majority of the Company's facilities are leased under non-cancellable operating leases which range in terms from five years to 20 years and which contain renewal options of five years to ten years at the fair rental value at the time of renewal. Certain of the Company's leases are subject to periodic consumer price increases or contain fixed escalation clauses. See Note 1 for further information on how the Company accounts for leases.

As of December 31, 2020 and December 31, 2019, assets recorded under finance leases were $275,389 and $247,246, respectively, and accumulated amortization associated with finance leases was $49,345 and $27,193, respectively, included in property and equipment, net, on the Company's consolidated balance sheet.

In certain markets, the Company acquires and develops dialysis centers. Upon completion, the Company sells the center to a third party and leases the space back with the intent of operating the center on a long term basis. Both the sale and leaseback terms are generally market terms. The lease terms are consistent with the Company's other operating leases with the majority of the leases under non-cancellable operating leases ranging in terms from five years to 20 years and which contain renewal options of five years to ten years at the fair rental value at the time of renewal.

The Company adopted Topic 842, *Leases* beginning on January 1, 2019 through a modified retrospective approach for leases existing at the adoption date with a cumulative effect adjustment. Consequently, financial information was not updated for dates and periods before January 1, 2019.

The components of lease expense were as follows:

	Year ended December 31,	
Lease cost	**2020**	**2019**
Operating lease cost[(1)]:		
Fixed lease expense	$ 541,090	$ 526,352
Variable lease expense	122,729	119,740
Financing lease cost:		
Amortization of leased assets	24,720	23,724
Interest on lease liabilities	14,421	14,932
Net lease cost	$ 702,960	$ 684,748

(1) Includes short-term lease expense and sublease income, which are immaterial.

Other information related to leases was as follows:

	Year ended December 31,	
Lease term and discount rate	**2020**	**2019**
Weighted average remaining lease term (years):		
Operating leases	8.7	9.0
Finance leases	10.5	10.2
Weighted average discount rate:		
Operating leases	3.8 %	4.1 %
Finance leases	5.1 %	5.4 %

Other information	Year ended December 31, 2020	2019
Gains on sale leasebacks, net	$ 34,301	$ 20,833
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows for operating leases	$ 661,318	$ 637,655
Operating cash flows for finance leases	$ 20,981	$ 22,257
Financing cash flows for finance leases	$ 24,780	$ 25,692
Net operating lease assets obtained in exchange for new or modified operating lease liabilities	$ 401,559	$ 432,074

Future minimum lease payments under non-cancellable leases as of December 31, 2020 are as follows:

	Operating leases	Finance leases
2021	$ 480,439	$ 35,039
2022	504,789	35,124
2023	464,023	35,645
2024	412,419	35,669
2025	361,447	35,539
Thereafter	1,437,965	174,907
Total future minimum lease payments	3,661,082	351,923
Less portion representing interest	(552,915)	(77,631)
Present value of lease liabilities	$ 3,108,167	$ 274,292

Rent expense under all operating leases for 2020, 2019, and 2018 was $663,819, $646,092 and $596,117, respectively. Rent expense is recorded on a straight-line basis over the term of the lease, including leases that contain fixed escalation clauses or include abatement provisions. Leasehold improvement incentives are deferred and amortized to rent expense over the term of the lease. Finance lease obligations are included in long-term debt. See Note 13 for further details on long-term debt.

15. Employee benefit plans

The Company has a 401(k) retirement savings plan for substantially all of its U.S. employees which has been established pursuant to applicable provisions of the Internal Revenue Code (IRC). The plan allows for employees to contribute a percentage of their base annual salaries on a tax-deferred basis not to exceed IRC limitations. The Company maintains a 401(k) matching program under which the Company matches 50% of the employee's contribution up to 6% of the employee's salary, subject to certain limitations. The matching contributions are subject to certain eligibility and vesting conditions. For the years ended December 31, 2020, 2019 and 2018, the Company accrued matching contributions totaling approximately $70,180, $64,988 and $67,807, respectively. Prior to 2018, the Company did not provide matching contributions for its 401(k) savings plan.

The Company also maintains a voluntary compensation deferral plan, the Deferred Compensation Plan, as well as other legacy deferral plans. The Deferred Compensation Plan is non-qualified and permits certain employees whose annualized base salary equals or exceeds a minimum annual threshold amount as set by the Company to elect to defer all or a portion of their annual bonus payment and up to 50% of their base salary into a deferral account maintained by the Company. Total contributions to this plan in 2020, 2019 and 2018 were $3,637, $1,751 and $3,090, respectively. Deferred amounts are generally paid out in cash at the participant’s election either in the first or second year following retirement or in a specified future period at least three to four years after the deferral election was effective. During 2020, 2019 and 2018 the Company distributed $3,139, $2,730 and $4,652, respectively, to participants from its deferred compensation plans. Participants are credited with their proportional amount of annual earnings from the plans. The assets of these plans are held in rabbi trusts subject to the claims of the Company’s general creditors in the event of its bankruptcy. As of December 31, 2020 and 2019, the total fair value of assets held in these plans' trusts was $43,844 and $39,527, respectively. The assets of these plans are recorded at fair value with changes in fair value recorded in "Other income, net". Any fair value changes to the corresponding liability balance are recorded as compensation expense. See Note 5 for further details.

16. Contingencies

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

The Company operates in a highly regulated industry and is a party to various lawsuits, demands, claims, *qui tam* suits, governmental investigations (which frequently arise from *qui tam* suits) and audits (including, without limitation, investigations or other actions resulting from its obligation to self-report suspected violations of law) and other legal proceedings, including, without limitation, those described below. The Company records accruals for certain legal proceedings and regulatory matters to the extent that the Company determines an unfavorable outcome is probable and the amount of the loss can be reasonably estimated. As of December 31, 2020 and December 31, 2019, the Company's total recorded accruals with respect to legal proceedings and regulatory matters, net of anticipated third party recoveries, were immaterial. While these accruals reflect the Company's best estimate of the probable loss for those matters as of the dates of those accruals, the recorded amounts may differ materially from the actual amount of the losses for those matters, and any anticipated third party recoveries for any such losses may not ultimately be recoverable. Additionally, in some cases, no estimate of the possible loss or range of loss in excess of amounts accrued, if any, can be made because of the inherently unpredictable nature of legal proceedings and regulatory matters, which also may be impacted by various factors, including, without limitation, that they may involve indeterminate claims for monetary damages or may involve fines, penalties or non-monetary remedies; present novel legal theories or legal uncertainties; involve disputed facts; represent a shift in regulatory policy; are in the early stages of the proceedings; or may result in a change of business practices. Further, there may be various levels of judicial review available to the Company in connection with any such proceeding.

The following is a description of certain lawsuits, claims, governmental investigations and audits and other legal proceedings to which the Company is subject.

Certain Governmental Inquiries and Related Proceedings

2016 U.S. Attorney Texas Investigation: In February 2016, DaVita Rx, LLC (DaVita Rx), a wholly-owned subsidiary of the Company, received a Civil Investigative Demand (CID) from the U.S. Attorney's Office, Northern District of Texas. The government is conducting a federal False Claims Act (FCA) investigation concerning allegations that DaVita Rx presented or caused to be presented false claims for payment to the government for prescription medications, as well as an investigation into the Company's relationships with pharmaceutical manufacturers. The government's investigation covers the period from January 1, 2006 through December 31, 2018. In December 2017, the Company finalized and executed a settlement agreement that resolved certain of the issues in the government's investigation and that included total monetary consideration of $63,700, as previously disclosed, of which $41,500 was an incremental cash payment and $22,200 was for amounts previously refunded, and all of which was previously accrued. The government's investigation is ongoing with respect to issues related to DaVita Rx's historic relationships with certain pharmaceutical manufacturers, and in July 2018 the OIG served the Company with a subpoena seeking additional documents and information relating to those relationships. The Company is continuing to cooperate with the government in this investigation.

2017 U.S. Attorney Colorado Investigation: In November 2017, the U.S. Attorney's Office, District of Colorado informed the Company of an investigation it was conducting into possible federal healthcare offenses involving DaVita Kidney Care, as well as several of the Company's wholly-owned subsidiaries. In addition to DaVita Kidney Care, the matter currently includes an investigation into DaVita Rx, DaVita Laboratory Services, Inc. (DaVita Labs), and RMS Lifeline Inc. (Lifeline). In each of August 2018 and May 2019, the Company received a CID pursuant to the FCA from the U.S. Attorney's Office relating to this investigation. In May 2020, the Company sold its interest in Lifeline, but the Company retained certain liabilities of the Lifeline business, including those related to this investigation. The Company is continuing to cooperate with the government in this investigation.

2018 U.S. Attorney Florida Investigation: In March 2018, DaVita Labs received two CIDs from the U.S. Attorney's Office, Middle District of Florida that were identical in nature but directed to the two different labs. According to the face of the CIDs, the U.S. Attorney's Office is conducting an investigation as to whether the Company's subsidiary submitted claims for blood, urine, and fecal testing, where there were insufficient test validation or stability studies to ensure accurate results, in violation of the FCA. In October 2018, DaVita Labs received a subpoena from the OIG in connection with this matter

requesting certain patient records linked to clinical laboratory tests. On September 30, 2019, the U.S. Attorney's Office notified the U.S. District Court, Middle District of Florida, of its decision not to elect to intervene at this time in the matter of *U.S. ex rel. Lorne Holland, et al. v. DaVita Healthcare Partners, Inc. et al*. The court then unsealed the complaint, which alleges violations of the FCA, by order dated the same day. In January 2020, the private party relators served the Company and DaVita Labs with an amended complaint. On February 24, 2020, the Company and DaVita Labs filed a motion to dismiss the amended complaint. On June 25, 2020, the court denied the motion to dismiss. The Company and DaVita Labs answered the complaint on July 23, 2020. The Company and DaVita Labs dispute these allegations and intend to defend this action accordingly.

2020 U.S. Attorney New Jersey Investigation: In March 2020, the U.S. Attorney's Office, District of New Jersey served the Company with a subpoena and a CID relating to an investigation being conducted by that office and the U.S. Attorney's Office, Eastern District of Pennsylvania. The subpoena and CID request information on several topics, including certain of the Company's joint venture arrangements with physicians and physician groups, medical director agreements, and compliance with its five-year Corporate Integrity Agreement, the term of which expired October 22, 2019. The Company is cooperating with the government in this investigation.

2020 California Department of Insurance Investigation: In April 2020, the California Department of Insurance (CDI) sent the Company an Investigative Subpoena relating to an investigation being conducted by that office. CDI issued a superseding subpoena in September 2020. The subpoena, as revised, requests information on a number of topics, including but not limited to the Company's communications with patients about insurance plans and financial assistance from the American Kidney Fund (AKF), analyses of the potential impact of patients' decisions to change insurance providers, and documents relating to donations or contributions to the AKF. The Company is cooperating with CDI in this investigation.

2020 Department of Justice Investigation: In October 2020, the Company received a CID from the Department of Justice pursuant to a False Claims Act investigation concerning allegations that DaVita Medical Group (DMG) may have submitted undocumented or unsupported diagnosis codes in connection with Medicare Advantage beneficiaries. The CID covers the period from January 1, 2015 through June 19, 2019, the date the Company completed the divestiture of DMG to Collaborative Care Holdings, LLC. The Company is cooperating with the government in this investigation.

* * *

Although the Company cannot predict whether or when proceedings might be initiated or when these matters may be resolved (other than as may be described above), it is not unusual for inquiries such as these to continue for a considerable period of time through the various phases of document and witness requests and on-going discussions with regulators and to develop over the course of time. In addition to the inquiries and proceedings specifically identified above, the Company frequently is subject to other inquiries by state or federal government agencies, many of which relate to *qui tam* complaints filed by relators. Negative findings or terms and conditions that the Company might agree to accept as part of a negotiated resolution of pending or future government inquiries or relator proceedings could result in, among other things, substantial financial penalties or awards against the Company, substantial payments made by the Company, harm to the Company's reputation, required changes to the Company's business practices, exclusion from future participation in the Medicare, Medicaid and other federal health care programs and, if criminal proceedings were initiated against the Company, members of its board of directors or management, possible criminal penalties, any of which could have a material adverse effect on the Company.

Shareholder and Derivative Claims

Peace Officers' Annuity and Benefit Fund of Georgia Securities Class Action Civil Suit: On February 1, 2017, the Peace Officers' Annuity and Benefit Fund of Georgia filed a putative federal securities class action complaint in the U.S. District Court for the District of Colorado against the Company and certain executives. The complaint covers the time period of August 2015 to October 2016 and alleges, generally, that the Company and its executives violated federal securities laws concerning the Company's financial results and revenue derived from patients who received charitable premium assistance from an industry-funded non-profit organization. The complaint further alleges that the process by which patients obtained commercial insurance and received charitable premium assistance was improper and "created a false impression of DaVita's business and operational status and future growth prospects." In November 2017, the court appointed the lead plaintiff and an amended complaint was filed on January 12, 2018. On March 27, 2018, the Company and various individual defendants filed a motion to dismiss. On March 28, 2019, the court denied the motion to dismiss. The Company answered the complaint on May 28, 2019. On January 31, 2020, the plaintiffs filed a motion for class certification and the Company filed its opposition on June 29, 2020.

While the Company continues to dispute the allegations, in July 2020, it reached an agreement in principle to resolve this matter without admitting to any liability. Settlement of this matter on the agreed terms is expected to be covered primarily with insurance proceeds, with the Company contributing an amount that would not have a material impact on the Company's consolidated financial position, results of operations or cash flows. A motion for preliminary approval of the settlement was granted by the court on October 27, 2020. The settlement is subject to, among other things, final approval by the court.

In re DaVita Inc. Stockholder Derivative Litigation: On August 15, 2017, the U.S. District Court for the District of Delaware consolidated three previously disclosed shareholder derivative lawsuits: the Blackburn Shareholder action filed on February 10, 2017, the Gabilondo Shareholder action filed on May 30, 2017, and the City of Warren Police and Fire Retirement System Shareholder action filed on June 9, 2017. The complaint covers the time period from 2015 to present and alleges, generally, breach of fiduciary duty, unjust enrichment, abuse of control, gross mismanagement, corporate waste, and misrepresentations and/or failures to disclose certain information in violation of the federal securities laws in connection with an alleged practice to direct patients with government-subsidized health insurance into private health insurance plans to maximize the Company's profits. An amended complaint was filed in September 2017, and on December 18, 2017, the Company filed a motion to dismiss and a motion to stay proceedings in the alternative. On April 25, 2019, the court denied the Company's motion to dismiss. The Company answered the complaint on May 28, 2019.

While the defendants continue to dispute the allegations, in July 2020, an agreement in principle was reached to resolve this matter without admitting to any liability. The Company's Board of Directors (Board) approved the settlement on October 20, 2020. The court granted a motion for final approval of the settlement on January 27, 2021 and approved the settlement on January 29, 2021. As part of the settlement, the Company agreed to certain corporate governance policies, but will not make any financial contribution towards the settlement.

Other Proceedings

In addition to the foregoing, from time to time the Company is subject to other lawsuits, demands, claims, governmental investigations and audits and legal proceedings that arise due to the nature of its business, including, without limitation, contractual disputes, such as with payors, suppliers and others, employee-related matters and professional and general liability claims. From time to time, the Company also initiates litigation or other legal proceedings as a plaintiff arising out of contracts or other matters.

* * *

Other than as may be described above, the Company cannot predict the ultimate outcomes of the various legal proceedings and regulatory matters to which the Company is or may be subject from time to time, including those described in this Note 16 to these consolidated financial statements, or the timing of their resolution or the ultimate losses or impact of developments in those matters, which could have a material adverse effect on the Company's revenues, earnings and cash flows. Further, any legal proceedings or regulatory matters involving the Company, whether meritorious or not, are time consuming, and often require management's attention and result in significant legal expense, and may result in the diversion of significant operational resources, or otherwise harm the Company's business, results of operations, financial condition, cash flows or reputation.

17. Noncontrolling interests subject to put provisions and other commitments

Noncontrolling interests subject to put provisions

The Company has potential obligations to purchase the equity interests held by third parties in many of its majority-owned dialysis partnerships and other nonconsolidated entities. These noncontrolling interests subject to put provisions constitute redeemable equity interests and are therefore classified as temporary equity and carried at estimated fair value on the Company's balance sheet.

Specifically, these obligations are in the form of put provisions that are exercisable at the third-party owners' discretion within specified periods outlined in each specific put provision. If these put provisions were exercised, the Company would be required to purchase the third-party owners' equity interests, generally at the appraised fair market value of the equity interests or in certain cases at a predetermined multiple of earnings or cash flows attributable to the equity interests put to the Company, intended to approximate fair value. The methodology the Company uses to estimate the fair values of noncontrolling interests subject to put provisions assumes the higher of either a liquidation value of net assets or an average multiple of earnings, based on historical earnings, patient mix and other performance indicators that can affect future results, as well as other factors. The estimated fair values of noncontrolling interests subject to put provisions are a critical accounting estimate that involves significant judgments and assumptions and may not be indicative of the actual values at which the noncontrolling interests may ultimately be settled, which could vary significantly from the Company's current estimates. The estimated fair values of noncontrolling interests subject to put provisions can fluctuate and the implicit multiple of earnings at which these noncontrolling interests obligations may be settled will vary significantly depending upon market conditions including potential purchasers' access to the capital markets, which can impact the level of competition for dialysis and non-dialysis related businesses, the economic performance of these businesses and the restricted marketability of the third-party owners' equity interests. The amount of noncontrolling interests subject to put provisions that employ a contractually predetermined multiple of earnings rather than fair value is immaterial.

The Company also has certain potential commitments to provide working capital funding, if necessary, to certain nonconsolidated dialysis businesses that the Company manages and in which the Company owns a noncontrolling equity interest or which are wholly-owned by third parties of approximately $8,663.

Certain consolidated dialysis partnerships are originally contractually scheduled to dissolve after terms ranging from ten years to 50 years. While noncontrolling interests in these limited life entities qualify as mandatorily redeemable financial instruments, they are subject to a classification and measurement scope exception from the accounting guidance generally applicable to other mandatorily redeemable financial instruments. Future distributions upon dissolution of these entities would be valued below the related noncontrolling interest carrying balances in the consolidated balance sheet.

Other commitments

In 2017, the Company entered into a Sourcing and Supply Agreement with Amgen USA Inc. (Amgen) that expires on December 31, 2022. Under the terms of the agreement, the Company will purchase EPO from Amgen in amounts necessary to meet no less than 90% of its requirements for erythropoiesis-stimulating agents (ESAs) through the expiration of the contract. The actual amount of EPO that the Company will purchase will depend upon the amount of EPO administered during dialysis as prescribed by physicians and the overall number of patients that the Company serves.

The Company has agreements with various suppliers to purchase established amounts of dialysis equipment, parts, and supplies. As of December 31, 2020, the remaining minimum purchase commitments under these arrangements were approximately $542,061, $540,715, $179,869, and $92,075 for the years 2021, 2022, 2023, and 2024, respectively. If the Company fails to meet the minimum purchase commitments under these contracts during any year, it is required to pay the difference to the supplier.

Other than the letters of credit disclosed in Note 13 to these consolidated financial statements, and the arrangements as described above, the Company has no off balance sheet financing arrangements as of December 31, 2020.

18. Long-term incentive compensation

Long-term incentive compensation

Long-term incentive program (LTIP) compensation includes both stock-based awards (principally stock-settled stock appreciation rights, restricted stock units and performance stock units) as well as long-term performance-based cash awards.

Long-term incentive compensation expense, which is primarily general and administrative in nature, is attributed to the Company's U.S. dialysis business, its corporate administrative support, and its ancillary services.

The Company's stock-based compensation expense for stock-settled awards is measured at the estimated fair value of awards on the date of grant and recognized on a cumulative straight-line basis over the vesting terms of the awards, unless the stock awards are based on non-market-based performance metrics, in which case expense is adjusted for the ultimate number of shares expected to be issued as of the end of each reporting period. Stock-based compensation expense for cash-settled awards is based on their estimated fair values as of the end of each reporting period. The expense for all LTIP awards is recognized net of expected forfeitures.

Stock-based compensation to be settled in shares is recorded to the Company's shareholders' contributed capital, while stock-based compensation to be settled in cash is recorded as a liability. Shares issued upon exercise or, when applicable, vesting of stock awards, are issued from authorized but unissued shares.

Long-term incentive compensation plans

On June 11, 2020, the Company's stockholders approved the DaVita Inc. 2020 Incentive Award Plan (the 2020 Plan). Prior to June 11, 2020 stock-based awards were granted under the DaVita Healthcare Partners Inc. 2011 Incentive Award Plan (the 2011 Plan). The 2011 Plan was terminated with respect to any new awards upon stockholder approval of the 2020 Plan. At the time the 2020 Plan was approved there were 8,730 shares of common stock available for issuance under the 2020 Plan, consisting of 5,000 newly authorized shares and 3,730 shares that were available for issuance under the 2011 Plan as of the effective date of the 2020 Plan and which became available for grant under the 2020 Plan, pursuant to the terms of the 2020 Plan.

The 2020 Plan is the Company's current omnibus equity compensation plan and provides for grants of stock-based awards to employees, directors and other individuals providing services to the Company, except that incentive stock options may only be awarded to employees. The 2020 Plan provides for the grant of stock appreciation rights, nonqualified stock options, incentive stock options, restricted stock units, restricted stock, performance stock awards, dividend equivalents, stock payments, deferred stock unit awards, deferred stock awards and performance cash awards. The 2020 Plan mandates a maximum award term of 10 years for stock appreciation rights and stock options and stipulates that awards of these types be granted with a base or exercise price per share of not less than the fair market value of the Company's common stock on the date of grant. Shares available under the 2020 Plan are also stated on a full value share basis rather than on an option-equivalent basis. The 2020 Plan therefore provides that shares available for issuance under the plan are reduced by one share available for every four shares underlying stock appreciation rights and stock options, and are reduced by one share available for every one share underlying stock-based awards other than stock appreciation rights and stock options. At December 31, 2020, there were 8,074 shares available for future grants under the 2020 Plan. The Company's stock units awarded under the 2020 Plan generally vest over 36 months to 48 months from the date of grant. As of December 31, 2020, no stock appreciation rights have been awarded under the 2020 Plan.

The 2011 Plan was the Company's prior omnibus equity compensation plan and authorized the Company to award stock options, stock appreciation rights, restricted stock units, restricted stock, and other stock-based or performance-based awards. The 2011 Plan mandated a maximum award term of five years and stipulated that stock appreciation rights and stock options be granted with prices not less than fair market value on the date of grant. The 2011 Plan also required that full value share awards such as restricted stock units reduce shares available under the 2011 Plan at a ratio of 3.5:1. The Company's stock appreciation rights and stock units awarded under the 2011 Plan generally vest over 36 months to 48 months from the date of grant.

A combined summary of the status of the Company's stock-settled awards under both the 2020 Plan and 2011 Plan, including base shares for stock-settled stock appreciation rights (SSARs) and stock-settled stock unit awards is as follows:

	Year ended December 31, 2020				
	Stock appreciation rights			Stock units	
	Awards	Weighted average exercise price	Weighted average remaining contractual life	Awards	Weighted average remaining contractual life
Outstanding at beginning of year	6,953	$ 64.10		3,160	
Granted	2,765	$ 68.58		1,027	
Added by performance factor				19	
Exercised/Vested	(894)	$ 72.13		(351)	
Expired	(494)	$ 83.61		—	
Canceled	(246)	$ 61.36		(318)	
Outstanding at end of period	8,084	$ 63.64	3.0	3,537	1.8
Exercisable at end of period	987	$ 69.56	1.0	—	—
Weighted-average fair value of grants:					
2020	$ 26.70			$ 77.83	
2019	$ 14.04			$ 50.58	
2018	$ 16.24			$ 66.23	

Range of SSARs base prices	Awards Outstanding	Weighted average exercise price	Awards exercisable	Weighted average exercise price
$50.01–$60.00	2,263	$ 52.53	2	$ 57.88
$60.01–$70.00	5,165	$ 66.99	610	$ 65.95
$70.01–$80.00	656	$ 75.60	375	$ 75.50
Total	8,084	$ 63.64	987	$ 69.56

For the years ended December 31, 2020, 2019, and 2018, the aggregate intrinsic value of stock-based awards exercised was $49,258, $11,475 and $31,045, respectively. At December 31, 2020, the aggregate intrinsic value of stock-based awards outstanding was $853,803 and the aggregate intrinsic value of stock awards exercisable was $47,208.

Estimated fair value of stock-based compensation awards

The Company has estimated the grant-date fair value of stock-settled stock appreciation rights awards using the Black-Scholes-Merton valuation model and stock-settled stock unit awards at intrinsic value on the date of grant, except for portions of the Company's performance stock unit awards for which a Monte Carlo simulation was used to estimate the grant-date fair value. The following assumptions were used in estimating these values and determining the related stock-based compensation expense attributable to the current period:

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

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

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

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

A summary of the weighted average valuation inputs described above used for estimating the grant-date fair value of SSAR awards granted in the periods indicated is as follows:

	Year ended December 31,		
	2020	2019	2018
Expected term	4.8	4.0	4.2
Expected volatility	28.2 %	29.5 %	23.8 %
Expected dividend yield	— %	— %	— %
Risk-free interest rate	1.5 %	2.2 %	2.9 %

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

On November 4, 2019, the independent members of the Company's Board of Directors (Board) approved an award of 2,500 premium-priced stock-settled stock appreciation rights (Premium-Priced Award) to the Company's Chief Executive Officer (CEO), which award was subject to stockholder approval of a related amendment to the 2011 Plan. Stockholders approved such amendment to the 2011 Plan on January 23, 2020, authorizing the grant to the Company's CEO. Since stockholder approval occurred in 2020, this award was treated as granted in 2020 for accounting purposes.

The base price of the Premium-Priced Award was $67.80 per share, which was a 20% premium to the clearing price of the Company's modified Dutch auction tender offer for its shares in 2019 (2019 Tender Offer). The award vests 50% on each of November 4, 2022 and November 4, 2023 and expires on November 4, 2024. The award includes a requirement that the CEO hold any shares acquired upon exercise of this award, net of shares used to cover related taxes, until November 4, 2024 (that is, for the full term of the award), subject to lapse of the holding period upon a change in control of the Company or due to the CEO's death or termination due to disability.

Employee stock purchase plan

The Employee Stock Purchase Plan entitles qualifying employees to purchase up to $25 of the Company's common stock during each calendar year. The amounts used to purchase stock are accumulated through payroll withholdings or through optional lump sum payments made in advance of the first day of the purchase right period. This compensatory plan allows employees to purchase stock for the lesser of 100% of its fair market value on the first day of the purchase right period or 85% of its fair market value on the last day of the purchase right period. Purchase right periods begin on January 1 and July 1, and end on December 31. Contributions used to purchase the Company's common stock under this plan for the 2020, 2019 and 2018 purchase periods were $17,148, $16,569 and $17,398, respectively. Shares purchased pursuant to the plan's 2020, 2019 and 2018 purchase periods were 222, 315 and 398, respectively. At December 31, 2020, there were 6,189 shares remaining available for future grants under this plan.

The fair value of participants' purchase rights was estimated as of the beginning dates of the purchase right periods using the Black-Scholes-Merton valuation model with the following weighted average assumptions for purchase right periods in 2020, 2019 and 2018, respectively: expected volatility of 40.4%, 28.8% and 24.2%; risk-free interest rates of 1.0%, 2.6% and 1.9%, and no dividends. Using these assumptions, the weighted average estimated per share fair value of each purchase right was $22.06, $13.80 and $17.45 for 2020, 2019 and 2018, respectively.

Long-term incentive compensation expense and proceeds

For the years ended December 31, 2020, 2019 and 2018, the Company recognized $99,643, $118,513 and $85,759, respectively, in total LTIP expense, of which $91,458, $63,705 and $73,582, respectively, was stock-based compensation expense for stock appreciation rights, stock units and discounted employee stock purchase plan purchases, which are primarily included in general and administrative expenses. The estimated tax benefits recorded for stock-based compensation in 2020, 2019 and 2018 were $11,775, $9,186 and $13,591, respectively. As of December 31, 2020, there was $189,713 of total estimated but unrecognized stock-based compensation expense under the Company's equity compensation and employee stock purchase plans. The Company expects to recognize this expense over a weighted average remaining period of 1.4 years. The Company no longer has outstanding long-term performance-based cash awards in its principal U.S. dialysis business as the performance and accrual period for these awards ended December 31, 2019 with a final payout of $66,302 in 2020.

During the year ended December 31, 2018, the Company adopted a retirement policy (Rule of 65 policy). The Rule of 65 policy generally provides that Section 16 officers that are a minimum age of 55 with five years of continuous service with the Company receive certain benefits with respect to their outstanding equity awards upon a qualifying retirement if the sum of their age plus years of service is greater than or equal to 65. These benefits generally include accelerated vesting of restricted stock unit awards, continued vesting of stock-settled stock appreciation rights and performance stock unit awards and an exercise window for stock-settled stock appreciation rights from the original vest date through the original expiration date regardless of continued employment, with pro rata vesting for a Rule of 65 retirement within one year of the award grant date. The adoption of the Rule of 65 policy resulted in a $14,704 modification charge and a net acceleration of expense of $9,727 during the year ended December 31, 2018 that is included in the expense amounts reported above.

For the years ended December 31, 2020, 2019 and 2018, the Company received $8,957, $2,251 and $7,988, respectively, in actual tax benefits upon the exercise or vesting of stock awards. Since the Company issues stock-settled stock appreciation rights rather than stock options, there were no cash proceeds from stock option exercises.

19. Shareholders' equity

Stock repurchases

The following table summarizes the Company's repurchases of its common stock during the years ended December 31, 2020, 2019 and 2018:

	2020	2019	2018
Open market repurchases			
Shares	8,495	19,218	16,844
Amounts paid	$ 741,850	$ 1,168,321	$ 1,153,511
Average paid per share	$ 87.32	$ 60.79	$ 68.48
Tender offers [(1)]			
Shares	7,982	21,802	
Amounts paid	$ 704,917	$ 1,234,154	
Average paid per share	$ 88.32	$ 56.61	
Total			
Shares	16,477	41,020	16,844
Amounts paid	$ 1,446,767	$ 2,402,475	$ 1,153,511
Average paid per share	$ 87.80	$ 58.57	$ 68.48

(1) The aggregate amounts paid for shares repurchased pursuant to the Company's 2020 and 2019 tender offers for its shares during the years ended December 31, 2020 and 2019, include their clearing prices of $88.00 and $56.50 per share, respectively, plus related fees and expenses of $2,529 and $2,343, respectively.

Subsequent to December 31, 2020 through February 10, 2021, the Company has repurchased 1,063 shares of its common stock for $123,282 at an average cost of $115.98 per share.

Effective as of the close of business on November 4, 2019, the Board terminated all remaining prior share repurchase authorizations available to the Company and approved a new share repurchase authorization of $2,000,000.

Effective on December 10, 2020, the Board terminated all remaining prior share repurchase authorizations available to the Company under the aforementioned November 4, 2019 authorization and approved a new share repurchase authorization of $2,000,000. The Company is authorized to make purchases from time to time in the open market or in privately negotiated transactions, including without limitation, through accelerated share repurchase transactions, derivative transactions, tender offers, Rule 10b5-1 plans or any combination of the foregoing, depending upon market conditions and other considerations.

As of February 10, 2021, the Company has a total of $1,806,674 available under the current repurchase authorization for additional share repurchases. Although this share repurchase authorization does not have an expiration date, the Company

remains subject to share repurchase limitations, including under the terms of the current senior secured credit facilities and the indentures governing the Company's senior notes.

The Company retired all shares held in its treasury effective as of December 31, 2020 and December 31, 2019.

Charter documents & Delaware law

The Company's charter documents include provisions that may deter hostile takeovers, delay or prevent changes of control or changes in management, or limit the ability of stockholders to approve transactions that they may otherwise determine to be in their best interests. These include provisions prohibiting stockholders from acting by written consent, requiring 90 days advance notice for director nominations and stockholder proposals and granting the Company's Board of Directors the authority to issue up to 5,000 shares of preferred stock and to determine the rights and preferences of the preferred stock without the need for further stockholder approval.

The Company is also subject to Section 203 of the Delaware General Corporation Law which, subject to exceptions, prohibits the Company from engaging in any business combinations with any interested stockholder, as defined in that section, for a period of three years following the date on which that stockholder became an interested stockholder. The provisions described above may discourage, delay or prevent an acquisition of the Company at a price that stockholders may find attractive.

Changes in DaVita Inc.'s ownership interests in consolidated subsidiaries

The effects of changes in DaVita Inc.'s ownership interests in consolidated subsidiaries on the Company's consolidated equity were as follows:

	Year ended December 31,		
	2020	2019	2018
Net income attributable to DaVita Inc.	$ 773,642	$ 810,981	$ 159,394
Changes in paid-in capital for:			
Purchases of noncontrolling interests	4,364	(37,145)	(17,897)
Sales of noncontrolling interest	—	—	79
Net transfers in noncontrolling interests	4,364	(37,145)	(17,818)
Net income attributable to DaVita Inc. net of transfers in noncontrolling interests	$ 778,006	$ 773,836	$ 141,576

The Company acquired additional ownership interests in several existing majority-owned partnerships for $7,831, $68,019, and $28,082 in 2020, 2019, and 2018, respectively.

20. Accumulated other comprehensive (loss) income

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

	Interest rate cap agreements	Investment securities	Foreign currency translation adjustments	Accumulated other comprehensive (loss) income
Balance at December 31, 2017	$ (12,408)	$ 5,662	$ 19,981	$ 13,235
Cumulative effect of change in accounting principle[1]	(2,706)	(5,662)	—	(8,368)
Unrealized losses	(181)	—	(45,944)	(46,125)
Related income tax	48	—	—	48
	(133)	—	(45,944)	(46,077)
Reclassification of income (loss) into net income	8,466	—	—	8,466
Related income tax	(2,180)	—	—	(2,180)
	6,286	—	—	6,286
Balance at December 31, 2018	$ (8,961)	$ —	$ (25,963)	$ (34,924)
Unrealized gains (losses)	1,566	—	(20,102)	(18,536)
Related income tax	(415)	—	—	(415)
	1,151	—	(20,102)	(18,951)
Reclassification of income into net income	8,591	—	—	8,591
Related income tax	(2,214)	—	—	(2,214)
	6,377	—	—	6,377
Balance at December 31, 2019	$ (1,433)	$ —	$ (46,065)	$ (47,498)
Unrealized losses	(21,781)	—	(7,080)	(28,861)
Related income tax	5,435	—	(543)	4,892
	(16,346)	—	(7,623)	(23,969)
Reclassification of income into net income	7,081	—	—	7,081
Related income tax	(1,768)	—	—	(1,768)
	5,313	—	—	5,313
Balance at December 31, 2020	$ (12,466)	$ —	$ (53,688)	$ (66,154)

(1) Reflects the cumulative effect of a change in accounting principle for ASUs 2016-01 and 2018-03 on classification and measurement of financial instruments and ASU 2018-02 on remeasurement and reclassification of deferred tax effects in accumulated other comprehensive income associated with the 2017 Tax Act.

The reclassification of net cap realized losses into income are recorded as debt expense in the corresponding consolidated statements of income. See Note 13 for further details.

21. Acquisitions and divestitures

Routine acquisitions

During 2020, the Company acquired eight dialysis centers in the U.S. and 66 dialysis centers outside the U.S. for a total of $182,013 in net cash, earn-outs of $14,042 and deferred purchase price and liabilities assumed of $20,415. The Company also recognized a non-cash gain of $1,821. During 2019, the Company acquired seven dialysis centers in the U.S. and 16 dialysis centers outside the U.S. for a total of $98,836 in net cash, earn-outs of $23,536, and deferred purchase price and liabilities assumed of $4,326. During 2018, the Company acquired 18 dialysis centers in the U.S. and 28 dialysis centers outside the U.S. for a total of $176,161 in net cash, earn-outs of $1,246 and deferred purchase price of $34,394. In one of these 2018 transactions the Company acquired a controlling interest in a previously nonconsolidated U.S. dialysis partnership for which the Company recognized a non-cash gain of $28,152 on its prior interest upon consolidation. The assets and liabilities for all acquisitions were recorded at their estimated fair values at the dates of the acquisitions and are included in the Company's financial statements, as are their operating results, from the designated effective dates of the acquisitions.

The initial purchase price allocations for these transactions have been recorded at estimated fair values based on information available to management and will be finalized when certain information arranged to be obtained has been received. For several of the 2020 acquisitions, certain income tax amounts are pending final evaluation and quantification of any pre-acquisition tax contingencies. In addition, valuation of intangibles, leases and certain other working capital items relating to several of these acquisitions are pending final quantification.

The following table summarizes the assets acquired and liabilities assumed in these transactions and recognized at their acquisition dates at estimated fair values, as well as the estimated fair value of noncontrolling interests assumed in these transactions:

	Year ended December 31,		
	2020	2019	2018
Current assets	$ 23,607	$ 6,713	$ 23,686
Property and equipment	37,457	4,842	11,421
Customer relationships	34,625	—	—
Noncompetition agreements and other long-term assets	10,168	1,980	3,079
Indefinite-lived licenses	22,136	31,858	23,656
Goodwill	130,057	90,226	278,348
Deferred income taxes	(3,962)	—	—
Liabilities assumed	(34,068)	(7,159)	(19,946)
Noncontrolling interests assumed	(1,729)	(1,762)	(80,291)
	$ 218,291	$ 126,698	$ 239,953

The following summarizes weighted-average estimated useful lives of amortizable intangible assets acquired during 2020, 2019 and 2018, as well as goodwill deductible for tax purposes associated with these acquisitions:

	Year ended December 31,		
	2020	2019	2018
Weighted-average estimated useful lives:			
Customer relationships	18		
Noncompetition agreements	5	6	6
Goodwill deductible for tax purposes	$ 94,318	$ 88,517	$ 165,013

Pro forma financial information (unaudited)

The following summary, prepared on a pro forma basis, combines the results of operations as if all acquisitions within continuing operations in 2020 and 2019 had been consummated as of the beginning of 2019, including the impact of certain adjustments such as amortization of intangibles, interest expense on acquisition financing and income tax effects.

	Year ended December 31,	
	2020	2019
	(unaudited)	
Pro forma total revenues	$ 11,636,416	$ 11,570,086
Pro forma net income from continuing operations attributable to DaVita Inc.	$ 789,473	$ 718,928
Pro forma basic net income per share from continuing operations attributable to DaVita Inc.	$ 6.59	$ 4.69
Pro forma diluted net income per share from continuing operations attributable to DaVita Inc.	$ 6.44	$ 4.67

Sale of RMS Lifeline

The Company divested its vascular access business, RMS Lifeline, Inc., effective May 1, 2020 and recognized a loss on sale of approximately $16,252.

Contingent earn-out obligations

The Company has several contingent earn-out obligations associated with acquisitions that could result in the Company paying the former owners of acquired companies a total of up to approximately $42,378 if certain performance targets or quality margins are met over the next one year to five years.

Contingent earn-out obligations are remeasured to fair value at each reporting date until the contingencies are resolved with changes in the liability due to the remeasurement recognized in earnings. See Note 24 for further details. As of December 31, 2020, the Company estimated the fair value of these contingent earn-out obligations to be $30,248, of which a total of $13,025 is included in other current liabilities, and the remaining $17,223 is included in other long-term liabilities in the Company's consolidated balance sheet.

The following is a reconciliation of changes in contingent earn-out liabilities for the years ended December 31, 2020 and 2019:

	Year ended December 31,	
	2020	2019
Beginning balance	$ 24,586	$ 2,608
Acquisitions	14,042	23,536
Foreign currency translation	(3,688)	(905)
Fair value remeasurements	(2,630)	121
Payments or other settlements	(2,062)	(774)
Ending balance	$ 30,248	$ 24,586

22. Discontinued operations previously held for sale

DaVita Medical Group (DMG)

On June 19, 2019, the Company completed the sale of its DMG business to Optum, a subsidiary of UnitedHealth Group Inc., for an aggregate purchase price of $4,340,000, prior to certain closing and post-closing adjustments specified in the related equity purchase agreement dated as of December 5, 2017, as amended as of September 20, 2018 and as of December 11, 2018 (as amended, the equity purchase agreement).

The Company recorded a preliminary estimated pre-tax net loss of approximately $23,022 on the sale of its DMG business in 2019. This preliminary net loss was based on initial estimates of the Company's expected aggregate proceeds from the sale, net of transaction costs and obligations, as well as the estimated values of DMG net assets sold as of the closing date. Those estimated net proceeds included $4,465,476 in cash received from Optum at closing, or $3,824,509 net of cash and restricted cash included in the DMG net assets sold.

At close of the DMG sale, the Company's ultimate net sale proceeds remained subject to resolution of certain post-closing purchase price adjustments described in the equity purchase agreement. In the fourth quarter of 2020, the Company and Optum reached agreement on the final purchase price for the DMG sale, which resulted in an additional payment by the Company to Optum of $47,000 and an additional loss on sale of $17,976. In the first quarter of 2020, the Company recognized $9,980 in additional tax benefits under the Coronavirus Aid, Relief and Economic Security Act related to its period of DMG ownership, which were also recognized as an adjustment to the Company's loss on sale of the DMG business.

Under the equity purchase agreement, the Company also has certain continuing indemnification obligations that could require payments to the buyer relating to the Company's previous ownership and operation of the DMG business. Potential payments under these provisions, if any, remain subject to continuing uncertainties and the amounts of such payments could be significant to the Company.

The following table presents the financial results of discontinued operations related to DMG:

	Year ended December 31,		
	2020	2019	2018
Net revenues	$ —	$ 2,713,059	$ 4,963,792
Expenses	—	2,543,865	4,962,686
Goodwill and other asset impairment charges	—	—	41,537
Valuation adjustment on disposal group	—	—	316,840
Income (loss) from discontinued operations before taxes	—	169,194	(357,271)
Loss on sale of discontinued operations before taxes	(7,996)	(23,022)	—
Income tax expense	1,657	40,689	99,768
Net (loss) income from discontinued operations, net of tax	$ (9,653)	$ 105,483	$ (457,038)

The following table presents cash flows of discontinued operations related to DMG:

	Year ended December 31,		
	2020	2019	2018
Net cash provided by operating activities from discontinued operations	$ —	$ 99,634	$ 290,684
Net cash used in investing activities from discontinued operations	$ —	$ (43,442)	$ (57,382)

DMG acquisitions

During the period from January 1, 2019 to June 18, 2019 immediately prior to the sale, the DMG business acquired two medical businesses for a total of $2,025 in net cash and deferred purchase price of $212. During 2018, the DMG business acquired other medical businesses for a total of $6,995 in net cash and deferred purchase price of $1,142.

23. Variable interest entities

The Company manages or maintains an ownership interest in certain legal entities subject to the consolidation guidance applicable to variable interest entities (VIEs). Almost all of these legal entities are either U.S. dialysis partnerships encumbered by guaranteed debt, U.S. dialysis limited partnerships, or other legal entities subject to nominee ownership arrangements.

Under U.S. GAAP, VIEs typically include entities for which (i) the entity's equity is not sufficient to finance its activities without additional subordinated financial support; (ii) the equity holders as a group lack the power to direct the activities that most significantly influence the entity's economic performance, the obligation to absorb the entity's expected losses, or the right to receive the entity's expected returns; or (iii) the voting rights of some investors are not proportional to their obligations to absorb the entity's losses.

The substantial majority of VIEs the Company is associated with are U.S. dialysis partnerships which the Company manages and in which it maintains a controlling majority ownership interest. These U.S. dialysis partnerships are considered VIEs either because they are (i) encumbered by debt guaranteed proportionately by the partners that is considered necessary to finance the partnership's activities, or (ii) in the form of limited partnerships for which the limited partners are not considered to have substantive kick-out or participating rights. The Company consolidates virtually all such U.S. dialysis partnerships.

The Company also relies on the operating activities of certain legal entities in which it does not maintain a controlling ownership interest but over which it has indirect influence and of which it is considered the primary beneficiary. These entities are typically subject to nominee ownership and transfer restriction agreements that effectively transfer the majority of the economic risks and rewards of their ownership to the Company. The Company's management, restriction and other agreements concerning such nominee-owned entities typically include both financial terms and protective and participating rights to the entities' operating, strategic and non-clinical governance decisions which transfer substantial powers over and economic responsibility for these entities to the Company. The Company consolidates all of the nominee-owned entities with which it is most closely associated.

At December 31, 2020, these consolidated financial statements include total assets of VIEs above of $310,190 and total liabilities and noncontrolling interests of these VIEs to third parties of $216,632.

The Company also sponsors certain non-qualified deferred compensation plans whose trusts qualify as VIEs and the Company consolidates these plans as their primary beneficiary. The assets of these plans are recorded in short-term or long-term investments with related liabilities recorded in accrued compensation and benefits and other long-term liabilities. See Note 15 for disclosures concerning the assets of these consolidated non-qualified deferred compensation plans.

24. Fair values of financial instruments

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

The following table summarizes the Company's assets, liabilities and temporary equity measured at fair value on a recurring basis as of December 31, 2020 and 2019:

December 31, 2020	Total	Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Assets				
Investments in equity securities	$ 44,077	$ 44,077	$ —	$ —
Interest rate cap agreements	$ 2,671	$ —	$ 2,671	$ —
Liabilities				
Contingent earn-out obligations	$ 30,248	$ —	$ —	$ 30,248
Temporary equity				
Noncontrolling interests subject to put provisions	$ 1,330,028	$ —	$ —	$ 1,330,028
December 31, 2019				
Assets				
Investments in equity securities	$ 39,951	$ 39,951	$ —	$ —
Interest rate cap agreements	$ 24,452	$ —	$ 24,452	$ —
Liabilities				
Contingent earn-out obligations	$ 24,586	$ —	$ —	$ 24,586
Temporary equity				
Noncontrolling interests subject to put provisions	$ 1,180,376	$ —	$ —	$ 1,180,376

For reconciliations of changes in contingent earn-out obligations and noncontrolling interests subject to put provisions during the year ended at December 31, 2020 and 2019, see Note 21 and the consolidated statement of equity, respectively.

Investments in equity securities represent investments in various open-ended registered investment companies (mutual funds) and common stock and are recorded at fair value estimated based on reported market prices or redemption prices, as applicable. See Note 5 for further discussion.

Interest rate cap agreements are recorded at fair value estimated from valuation models utilizing the income approach and commonly accepted valuation techniques that use inputs from closing prices for similar assets and liabilities in active markets as well as other relevant observable market inputs at quoted intervals such as current interest rates, forward yield curves, implied volatility and credit default swap pricing. The Company does not believe the ultimate amount that could be realized upon settlement of these interest rate cap agreements would be materially different from the fair value estimates currently reported. See Note 13 for further discussion.

The estimated fair value measurements of contingent earn-out obligations are primarily based on unobservable inputs, including projected earnings before interest, taxes, depreciation, and amortization (EBITDA) and revenue. The estimated fair value of these contingent earn-out obligations is remeasured as of each reporting date and could fluctuate based upon any significant changes in key assumptions, such as changes in the Company credit risk adjusted rate that is used to discount obligations to present value. See Note 21 for further discussion.

The estimated fair value of noncontrolling interests subject to put provisions is based principally on the higher of either estimated liquidation value of net assets or a multiple of earnings for each subject dialysis partnership, based on historical earnings, revenue mix, and other performance indicators that can affect future results. The multiples used for these valuations are derived from observed ownership transactions for dialysis businesses between unrelated parties in the U.S. in recent years, and the specific valuation multiple applied to each dialysis partnership is principally determined by its recent and expected revenue mix and contribution margin. As of December 31, 2020, an increase or decrease in the weighted average multiple used in these valuations of one times EBITDA would change the estimated fair value of these noncontrolling interests by approximately $160,000. See Note 17 for a discussion of the Company's methodology for estimating the fair values of noncontrolling interests subject to put obligations.

The Company's fair value estimates for its senior secured credit facilities and senior notes are based upon quoted bid and ask prices for these instruments, typically a level 2 input. See Note 13 for further discussion of the Company's debt.

Other financial instruments consist primarily of cash and cash equivalents, restricted cash and cash equivalents, accounts receivable, accounts payable, other accrued liabilities, lease liabilities and debt. The balances of financial instruments other than debt and lease liabilities are presented in the consolidated financial statements at December 31, 2020 and 2019 at their approximate fair values due to the short-term nature of their settlements.

25. Segment reporting

The Company's operations are comprised of its U.S. dialysis and related lab services business (its U.S. dialysis business), its various ancillary services and strategic initiatives, including its international operations (collectively, its ancillary services), and its corporate administrative support. See Note 1 *"Organization"* for a summary description of the Company's businesses.

On June 19, 2019, the Company completed the sale of its DMG business to Optum. As a result of this transaction, DMG's results of operations have been reported as discontinued operations for all periods presented.

The Company’s operating segments have been defined based on the separate financial information that is regularly produced and reviewed by the Company’s chief operating decision maker in making decisions about allocating resources to and assessing the financial performance of the Company’s various operating lines of business. The chief operating decision maker for the Company is its Chief Executive Officer.

The Company’s separate operating segments include its U.S. dialysis and related lab services business, each of its ancillary services and strategic initiatives, its kidney care operations in each foreign sovereign jurisdiction, its other health operations in each foreign sovereign jurisdiction, and its equity method investment in the APAC joint venture. The U.S. dialysis and related lab services business qualifies as a separately reportable segment, and all other ancillary services and strategic initiatives operating segments, including the international operating segments, have been combined and disclosed in the other segments category.

The Company’s operating segment financial information included in this report is prepared on the internal management reporting basis that the chief operating decision maker uses to allocate resources and assess the financial performance of the Company's operating segments. For internal management reporting, segment operations include direct segment operating expenses but generally exclude corporate administrative support costs, which consist primarily of indirect labor, benefits and long-term incentive compensation expenses of certain departments which provide support to all of the Company’s various operating lines of business, except to the extent that such costs are charged to and borne by certain ancillary services and strategic initiatives via internal management fees. These corporate administrative support costs are reduced by internal management fees received from the Company’s ancillary lines of business.

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

	Year ended December 31,		
	2020	2019	2018
Segment revenues:			
U.S. dialysis			
Patient service revenues:			
External sources	$ 10,488,731	$ 10,421,401	$ 10,274,046
Intersegment revenues	144,091	131,199	92,950
U.S. dialysis revenues before provision	10,632,822	10,552,600	10,366,996
Provision for uncollectible accounts	(13,458)	(21,715)	(50,927)
U.S. dialysis patient service revenues	10,619,364	10,530,885	10,316,069
Other revenues[1]			
External sources	39,376	30,895	19,880
Intersegment revenues	1,195	1,126	—
Total U.S. dialysis revenues	$ 10,659,935	$ 10,562,906	$ 10,335,949
Other - Ancillary services			
Net patient service revenues	550,978	497,021	437,275
Other external sources	484,977	460,877	724,577
Intersegment revenues	16,743	14,030	34,236
Total ancillary services	1,052,698	971,928	1,196,088
Total net segment revenues	11,712,633	11,534,834	11,532,037
Elimination of intersegment revenues	(162,029)	(146,355)	(127,186)
Consolidated revenues	$ 11,550,604	$ 11,388,479	$ 11,404,851
Segment operating margin (loss):			
U.S. dialysis	$ 1,917,604	$ 1,924,826	$ 1,709,721
Other - Ancillary services[2]	(76,261)	(189,174)	(93,789)
Total segment margin	1,841,343	1,735,652	1,615,932
Reconciliation of segment operating margin to consolidated income from continuing operations before income taxes:			
Corporate administrative support	(146,707)	(92,335)	(90,108)
Consolidated operating income	1,694,636	1,643,317	1,525,824
Debt expense	(304,111)	(443,824)	(487,435)
Debt prepayment, refinancing and redemption charges	(89,022)	(33,402)	—
Other income	16,759	29,348	10,089
Income from continuing operations before income taxes	$ 1,318,262	$ 1,195,439	$ 1,048,478

(1) Includes management fee revenues from providing management and administrative services to dialysis ventures in which the Company owns a noncontrolling interest or which are wholly-owned by third parties.

(2) Includes equity investment income of $5,866, $9,366, and $24,866 in 2020, 2019 and 2018, respectively.

Depreciation and amortization expense by reportable segment was as follows:

	Year ended December 31,		
	2020	2019	2018
U.S. dialysis	$ 594,552	$ 583,454	$ 558,810
Other - Ancillary services	35,883	31,698	32,225
	$ 630,435	$ 615,152	$ 591,035

Summary of assets by reportable segment was as follows:

	Year ended December 31,	
	2020	2019
Segment assets		
U.S. dialysis[(1)]	$ 15,344,647	$ 15,778,880
Other - Ancillary services[(2)]	1,643,869	1,532,514
Consolidated assets	$ 16,988,516	$ 17,311,394

(1) Includes equity method and other investments of $122,974 and $124,188 in 2020 and 2019, respectively.

(2) Includes equity method and other investments of $134,517 and 117,795 in 2020 and 2019, respectively and includes approximately $181,137 and $154,572 in 2020 and 2019, respectively, of net property and equipment related to the Company's international operations.

Expenditures for property and equipment by reportable segment were as follows:

	Year ended December 31,		
	2020	2019	2018
U.S. dialysis	646,870	$ 681,339	$ 856,108
Other - Ancillary services	27,671	46,741	45,806
DMG - Discontinued operations	—	38,466	85,224
	$ 674,541	$ 766,546	$ 987,138

26. Supplemental cash flow information

The table below provides supplemental cash flow information:

	Year ended December 31,		
	2020	2019	2018
Cash paid:			
Income taxes, net	$ 154,850	$ 157,983	$ 92,526
Interest	$ 326,165	$ 473,176	$ 488,974
Non-cash investing and financing activities:			
Fixed assets under financing lease obligations	$ 22,042	$ 18,953	$ 8,828

27. Selected quarterly financial data (unaudited)

	December 31,	September 30,	June 30,	March 31,
2020				
Total revenues	$ 2,905,322	$ 2,924,066	$ 2,879,979	$ 2,841,237
Operating income	$ 381,671	$ 437,669	$ 409,920	$ 465,376
Attributable to DaVita Inc.:				
Net income from continuing operations[1]	$ 193,406	$ 158,674	$ 201,602	$ 229,613
Net (loss) income from discontinued operations	(19,633)	—	—	9,980
Net income	$ 173,773	$ 158,674	$ 201,602	$ 239,593
Per share attributable to DaVita Inc.:				
Basic net income from continuing operations	$ 1.73	$ 1.31	$ 1.65	$ 1.84
Basic net (loss) income from discontinued operations	(0.17)	—	—	0.08
Basic net income	$ 1.56	$ 1.31	$ 1.65	$ 1.92
Diluted net income from continuing operations	$ 1.67	$ 1.28	$ 1.62	$ 1.81
Diluted net (loss) income from discontinued operations	(0.17)	—	—	0.08
Diluted net income	$ 1.50	$ 1.28	$ 1.62	$ 1.89
2019				
Total revenues	$ 2,898,584	$ 2,904,078	$ 2,842,705	$ 2,743,112
Operating income	$ 462,588	$ 378,336	$ 461,886	$ 340,507
Attributable to DaVita Inc.:				
Net income from continuing operations[1]	$ 242,242	$ 150,113	$ 194,223	$ 120,254
Net (loss) income from discontinued operations	2,629	(6,843)	79,328	29,035
Net income	$ 244,871	$ 143,270	$ 273,551	$ 149,289
Per share attributable to DaVita Inc.:				
Basic net income from continuing operations	$ 1.87	$ 1.00	$ 1.17	$ 0.72
Basic net income (loss) from discontinued operations	0.02	(0.05)	0.47	0.18
Basic net income	$ 1.89	$ 0.95	$ 1.64	$ 0.90
Diluted net income from continuing operations	$ 1.86	$ 0.99	$ 1.16	$ 0.72
Diluted net income (loss) from discontinued operations	0.02	(0.04)	0.48	0.18
Diluted net income	$ 1.88	$ 0.95	$ 1.64	$ 0.90

(1) The following table summarizes impairment charges, loss on changes in ownership interest, and a legal settlement included in operating expenses and charges in 2020 and 2019 by quarter:

	Quarter ended				Quarter ended			
	December 31, 2020	September 30, 2020	June 30, 2020	March 31, 2020	December 31, 2019	September 30, 2019	June 30, 2019	March 31, 2019
Certain operating expenses and charges:								
Impairment charges						$ 83,855		$ 41,037
Loss on changes in ownership interest, net			$ 16,252					
Accruals for legal matters			$ 35,000					

EXHIBIT INDEX

2.1	Equity Purchase Agreement, dated as of December 5, 2017, by and among DaVita Inc., Collaborative Care Holdings, LLC, and solely with respect to Section 9.3 and Section 9.18 thereto, UnitedHealth Group Incorporated.(2)
2.2	Amendment No. 1 dated as of September 20, 2018, to that certain Equity Purchase Agreement, dated as of December 5, 2017, by and among DaVita, Inc., a Delaware corporation, Collaborative Care Holdings, LLC, a Delaware limited liability company and a wholly owned subsidiary of Optum, Inc., and solely with respect to Section 9.3 and Section 9.18 thereto, UnitedHealth Group Incorporated, a Delaware corporation.(22)
2.3	Second Amendment to Equity Purchase Agreement by and between DaVita, Inc., a Delaware corporation, and Collaborative Care Holdings, LLC, a Delaware limited liability company, dated as of December 11, 2018, amending that certain Equity Purchase Agreement, dated as of December 5, 2017, by and among DaVita, Inc., Collaborative Care Holdings, LLC, and, solely with respect to Section 9.3 and Section 9.18 thereto, UnitedHealth Group Incorporated (as previously amended).(11)
3.1	Restated Certificate of Incorporation of DaVita Inc., as filed with the Secretary of State of Delaware on November 1, 2016.(1)
3.2	Amended and Restated Bylaws for DaVita Inc. dated as of December 10, 2020.(33)
4.1	Indenture for the 4.625% Senior Notes due 2030, dated as of June 9, 2020, by and among DaVita Inc., the subsidiary guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee.(20)
4.2	Form of 4.625% Senior Notes due 2030 and related Guarantee (included in Exhibit 4.1).(20)
4.3	Indenture for the 3.750% Senior Notes due 2031, dated August 11, 2020, by and among DaVita Inc., the subsidiary guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee.(17)
4.4	Form of 3.750% Senior Notes due 2031 and related Guarantee (included in Exhibit 4.3).(17)
4.5	Description of Securities.(28)
10.1	Sourcing and Supply Agreement between DaVita Inc. and Amgen USA Inc. effective as of January 6, 2017.(5)**
10.2	Credit Agreement, dated August 12, 2019, by and among DaVita Inc., certain subsidiary guarantors party thereto, the lenders party thereto, Credit Agricole Corporate and Investment Bank, JPMorgan Chase Bank, N.A. and MUFG Bank Ltd., as co-syndication agents, Bank of America, N.A., Barclays Bank PLC, Credit Suisse Loan Funding LLC, Goldman Sachs Bank USA, Morgan Stanley Senior Funding, Inc. and Suntrust Bank, as co-documentation agents, and Wells Fargo Bank, National Association, as administrative agent, collateral agent and swingline lender.(24)
10.3	First Amendment, dated as of February 13, 2020, to that certain Credit Agreement, dated as of August 12, 2019, by and among DaVita Inc., certain subsidiary guarantors party thereto, the lenders party thereto, and Wells Fargo Bank, National Association, as administrative agent, collateral agent and swingline lender.(28)
10.4	Employment Agreement, effective July 25, 2008, between DaVita Inc. and Kent J. Thiry.(12)*
10.5	Amendment to Employment Agreement, effective December 31, 2014, by and between DaVita Inc. and Kent. J. Thiry.(3)*
10.6	Amendment Number Two to Employment Agreement, effective August 20, 2018, by and between DaVita Inc. and Kent J. Thiry. (23)*

10.7	Executive Chairman Agreement between Kent J. Thiry and DaVita, Inc., dated as of April 29, 2019.(13)*
10.8	Restricted Stock Units Agreement, effective as of May 15, 2019, by and between DaVita Inc. and Kent Thiry.(25)*
10.9	Performance Stock Units Agreement, effective as of May 15, 2019, by and between DaVita Inc. and Kent Thiry.(25)*
10.10	Employment Agreement, dated as of April 29, 2019, by and between Javier J. Rodriguez and DaVita Inc.(13)*
10.11	Stock Appreciation Rights Agreement, effective November 4, 2019, by and between Javier J. Rodriguez and DaVita Inc.(27)*
10.12	Employment Agreement, effective February 21, 2017, by and between DaVita Inc. and Joel Ackerman.(8)*
10.13	Employment Agreement, effective April 27, 2016, by and between DaVita HealthCare Partners Inc. and Kathleen A. Waters.(5)*
10.14	Employment Agreement, effective September 22, 2005, by and between DaVita Inc. and James Hilger.(7)*
10.15	Amendment to Mr. Hilger's Employment Agreement, effective December 12, 2008.(15)*
10.16	Second Amendment to Mr. Hilger's Employment Agreement, effective December 27, 2012.(18)*
10.17	Third Amendment to Employment Agreement, effective December 31, 2014, by and between DaVita Inc. and James Hilger.(3)*
10.18	Transition Agreement, dated as of July 31, 2018, by and between DaVita Inc. and James Hilger.(21)*
10.19	Employment Agreement, effective April 29, 2015, by and between DaVita HealthCare Partners Inc. and Michael Staffieri.(28)*
10.20	Amendment to Stock Appreciation Rights Agreements, effective June 11, 2020, by and between DaVita Inc. and William L. Roper, M.D.(30)*
10.21	Transition Agreement, dated October 1, 2020, by and between DaVita Inc. and LeAnne Zumwalt.(32)*
10.22	Form of Indemnity Agreement.(10)*
10.23	Form of Indemnity Agreement.(6)*
10.24	DaVita Deferred Compensation Plan.(8)*
10.25	DaVita Voluntary Deferral Plan.(4)*
10.26	Deferred Bonus Plan (Prosperity Plan).(14)*
10.27	Amendment No. 1 to Deferred Bonus Plan (Prosperity Plan).(15)*
10.28	Amended and Restated Employee Stock Purchase Plan.(26)*
10.29	DaVita Inc. Severance Plan for Directors and Above.(3)*

10.30	DaVita Inc. Non-Employee Director Compensation Policy.(16)*
10.31	Amended and Restated DaVita Inc. 2011 Incentive Award Plan.(9)*
10.32	Amendment No. 1 to the Amended and Restated DaVita Inc. 2011 Incentive Award Plan.(27)*
10.33	DaVita Inc. 2020 Incentive Award Plan.(29)*
10.34	DaVita Inc. Rule of 65 Policy, adopted on August 19, 2018.(23)*
10.35	Form of Stock Appreciation Rights Agreement-Board members (DaVita Inc. 2011 Incentive Award Plan).(21)*
10.36	Form of Stock Appreciation Rights Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(18)*
10.37	Form of Restricted Stock Units Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(19)*
10.38	Form of Long-Term Incentive Program Award Agreement (For 162(m) designated teammates) (DaVita Inc. 2011 Incentive Award Plan).(18)*
10.39	Form of Long-Term Incentive Program Award Agreement (DaVita Inc. 2011 Incentive Award Plan).(18)*
10.40	Form of Restricted Stock Units Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(25)*
10.41	Form of Performance Stock Units Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(25)*
10.42	Form of Stock Appreciation Rights Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(25)*
10.43	Form of Restricted Stock Units Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(25)*
10.44	Form of Performance Stock Units Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(25)*
10.45	Form of Stock Appreciation Rights Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(25)*
10.46	Form of Stock Appreciation Rights Agreement (DaVita Inc. 2020 Incentive Award Plan).(31)*
10.47	Form of Performance-Based Restricted Stock Unit Agreement (DaVita Inc. 2020 Incentive Award Plan).(31)*
10.48	Form of Restricted Stock Unit Agreement (DaVita Inc. 2020 Incentive Award Plan).(31)*
21.1	List of our subsidiaries.ü
23.1	Consent of KPMG LLP, independent registered public accounting firm.ü
24.1	Powers of Attorney with respect to DaVita. (Included on Page S-1).
31.1	Certification of the Chief Executive Officer, dated February 12, 2021, pursuant to Rule 13a-14(a) or 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.ü
31.2	Certification of the Chief Financial Officer, dated February 12, 2021, pursuant to Rule 13a-14(a) or 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.ü

32.1	Certification of the Chief Executive Officer, dated February 12, 2021, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.ü
32.2	Certification of the Chief Financial Officer, dated February 12, 2021, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.ü
101.INS	XBRL Instance Document - the Instance Document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.ü
101.SCH	Inline XBRL Taxonomy Extension Schema Document.ü
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.ü
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.ü
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.ü
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.ü
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).ü

ü Included in this filing.
* Management contract or executive compensation plan or arrangement.
** Portions of this exhibit are subject to a request for confidential treatment and have been redacted and filed separately with the SEC.

(1) Filed on November 2, 2016 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2016.
(2) Filed on December 6, 2017 as an exhibit to the Company's Current Report on Form 8-K.
(3) Filed on February 22, 2019 as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2018.
(4) Filed on November 8, 2005 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2005.
(5) Filed on May 2, 2017 as an exhibit to the Company's Quarterly Report on 10-Q for the quarter ended March 31, 2017.
(6) Filed on March 3, 2005 as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2004.
(7) Filed on August 7, 2006 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ending June 30, 2006.
(8) Filed on February 24, 2017 as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2016.
(9) Filed on April 28, 2014 as Appendix A to the Company's Definitive Proxy Statement on Schedule 14A.
(10) Filed on December 20, 2006 as an exhibit to the Company's Current Report on Form 8-K.
(11) Filed on December 17, 2018 as an exhibit to the Company's Current Report on Form 8-K.
(12) Filed on July 31, 2008 as an exhibit to the Company's Current Report on Form 8-K.
(13) Filed on April 29, 2019 as an exhibit to the Company's Current Report on Form 8-K.
(14) Filed on February 29, 2008 as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2007.
(15) Filed on February 27, 2009 as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2008.
(16) Filed on May 5, 2020 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2020.
(17) Filed on August 11, 2020 as an exhibit to the Company's Current Report on Form 8-K.
(18) Filed on March 1, 2013 as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2012.

(19) Filed on August 4, 2011 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2011.
(20) Filed on June 9, 2020 as an exhibit to the Company's Current Report on Form 8-K.
(21) Filed on August 1, 2018 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2018.
(22) Filed on September 24, 2018 as an exhibit to the Company's Current Report on Form 8-K.
(23) Filed on August 23, 2018 as an exhibit to the Company's Current Report on Form 8-K.
(24) Filed on August 14, 2019 as an exhibit to the Company's Current Report on Form 8-K.
(25) Filed on July 22, 2019 as an exhibit to the Company's Tender Offer Statement on Schedule TO-I.
(26) Filed on May 10, 2016 as an appendix to the Company's Proxy Statement on DEF 14A.
(27) Filed on December 6, 2019 as an appendix to the Company's Proxy Statement on DEF 14A.
(28) Filed on February 21, 2020 as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2019.
(29) Filed on April 27, 2020 as an appendix to the Company's Proxy Statement on DEF 14A.
(30) Filed on July 30, 2020 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2020.
(31) Filed on August 17, 2020 as an exhibit to the Company's Tender Offer Statement on Schedule TO-I.
(32) Filed on October 29, 2020 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2020.
(33) Filed on December 10, 2020 as an exhibit to the Company's Current Report on Form 8-K.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, we have duly caused this Annual Report on Form 10-K to be signed on our behalf by the undersigned, thereunto duly authorized, in the City of Denver, State of Colorado, on February 12, 2021.

DAVITA INC.

By: /s/ JAVIER J. RODRIGUEZ

Javier J. Rodriguez
Chief Executive Officer

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

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

Signature	Title	Date
/S/ JAVIER J. RODRIGUEZ Javier J. Rodriguez	Chief Executive Officer and Director (Principal Executive Officer)	February 12, 2021
/S/ JOEL ACKERMAN Joel Ackerman	Chief Financial Officer and Treasurer (Principal Financial Officer)	February 12, 2021
/S/ JOHN D. WINSTEL John D. Winstel	Chief Accounting Officer (Principal Accounting Officer)	February 12, 2021
/S/ PAMELA M. ARWAY Pamela M. Arway	Director	February 12, 2021
/S/ CHARLES G. BERG Charles G. Berg	Director	February 12, 2021
/S/ BARBARA J. DESOER Barbara J. Desoer	Director	February 12, 2021
/S/ PAUL J. DIAZ Paul J. Diaz	Director	February 12, 2021
/S/ SHAWN M. GUERTIN Shawn M. Guertin	Director	February 12, 2021
/S/ JOHN M. NEHRA John M. Nehra	Director	February 12, 2021
/S/ PAULA A. PRICE Paula A. Price	Director	February 12, 2021
/S/ PHYLLIS R. YALE Phyllis R. Yale	Director	February 12, 2021

DAVITA INC.
SCHEDULE II—VALUATION AND QUALIFYING ACCOUNTS

Description	Balance at beginning of year	Acquisitions	Amounts charged to income	Amounts written off	Balance at end of year
			(dollars in thousands)		
Allowance for uncollectible accounts:					
Year ended December 31, 2020	$ 8,328	$ —	$ 13,458	$ 21,786	$ —
Year ended December 31, 2019	$ 52,924	$ —	$ 21,715	$ 66,311	$ 8,328
Year ended December 31, 2018	$ 218,399	$ —	$ 42,287	$ 207,762	$ 52,924

Exhibit 21.1

SUBSIDIARIES OF THE COMPANY

as of December 31, 2020

Name	Jurisdiction of Organization
Aberdeen Dialysis, LLC	Delaware
Adair Dialysis, LLC	Delaware
Alenes Dialysis, LLC	Delaware
American Fork Dialysis, LLC	Delaware
American Medical Insurance, Inc.	Arizona
Animas Dialysis, LLC	Delaware
Arcadia Gardens Dialysis, LLC	Delaware
Arrowhead Dialysis, LLC	Delaware
Attell Dialysis, LLC	Delaware
Austin Dialysis Centers, L.P.	Delaware
Bainbridge Dialysis, LLC	Delaware
Bannon Dialysis, LLC	Delaware
Barnell Dialysis, LLC	Delaware
Barrons Dialysis, LLC	Delaware
Barton Dialysis, LLC	Delaware
Basin Dialysis, LLC	Delaware
Bastrop Dialysis, LLC	Delaware
Beck Dialysis, LLC	Delaware
Bellevue Dialysis, LLC	Delaware
Bemity Dialysis, LLC	Delaware
Beverly Hills Dialysis Partnership	California
Birch Dialysis, LLC	Ohio
Bladon Dialysis, LLC	Delaware
Blanco Dialysis, LLC	Delaware
Bliss Dialysis, LLC	Delaware
Bluegrass Dialysis, LLC	Delaware
Bohama Dialysis, LLC	Delaware
Bothwell Dialysis, LLC	Delaware
Bottle Dialysis, LLC	Delaware
Bowan Dialysis, LLC	Delaware
Braddock Dialysis, LLC	Delaware
Bretton Dialysis, LLC	Delaware
Bridges Dialysis, LLC	Delaware
Brimfield Dialysis, LLC	Delaware
Brook Dialysis, LLC	Delaware
Brownsville Kidney Center, Ltd.	Texas
Brownwood Dialysis, LLC	Delaware
Bruno Dialysis, LLC	Delaware
Buckhorn Dialysis, LLC	Delaware
Buford Dialysis, LLC	Delaware

Name	Jurisdiction of Organization
Bullards Dialysis, LLC	Delaware
Bullock Dialysis, LLC	Delaware
Canyon Dialysis, LLC	Delaware
Canyon Springs Dialysis, LLC	Delaware
Capes Dialysis, LLC	Delaware
Capital Dialysis Partnership	California
Capron Dialysis, LLC	Delaware
Carlton Dialysis, LLC	U.S. Virgin Islands
Carroll County Dialysis Facility Limited Partnership	Maryland
Carroll County Dialysis Facility, Inc.	Maryland
Cascades Dialysis, LLC	Delaware
Caverns Dialysis, LLC	Delaware
Cedar Dialysis, LLC	Delaware
Centennial LV, LLC	Delaware
Central Carolina Dialysis Centers, LLC	Delaware
Central Georgia Dialysis, LLC	Delaware
Central Iowa Dialysis Partners, LLC	Delaware
Central Kentucky Dialysis Centers, LLC	Delaware
Cerito Dialysis Partners, LLC	Delaware
Channel Dialysis, LLC	Delaware
Chantry Dialysis, LLC	Delaware
Cheraw Dialysis, LLC	Delaware
Chipeta Dialysis, LLC	Delaware
Churchill Dialysis, LLC	Delaware
Cimarron Dialysis, LLC	Delaware
Cinco Rios Dialysis, LLC	Delaware
Clark Dialysis, LLC	Delaware
Clayton Dialysis, LLC	Delaware
Clinica Central do Bonfim S.A.	Portugal
Clínica Médica DaVita Bandeirantes Serviços de Nefrologia Ltda.	Brazil
Clinton Township Dialysis, LLC	Delaware
Clyfee Dialysis, LLC	Delaware
Coast Dialysis, LLC	Delaware
Cobbles Dialysis, LLC	Delaware
Columbus-RNA-DaVita, LLC	Delaware
Commerce Township Dialysis Center, LLC	Delaware
Conconully Dialysis, LLC	Delaware
Continental Dialysis Center of Springfield-Fairfax, Inc.	Virginia
Continental Dialysis Centers, Inc.	Virginia
Coral Dialysis, LLC	Delaware
Couer Dialysis, LLC	Delaware
Court Dialysis, LLC	Delaware
Cowell Dialysis, LLC	Delaware
Cowesett Dialysis, LLC	Delaware

Name	Jurisdiction of Organization
Crossings Dialysis, LLC	Delaware
Crystals Dialysis, LLC	Delaware
Cuivre Dialysis, LLC	Delaware
Culbert Dialysis, LLC	Delaware
Curecanti Dialysis, LLC	Delaware
Dallas-Fort Worth Nephrology, L.P.	Delaware
Damon Dialysis, LLC	Delaware
DaVita - Riverside II, LLC	Delaware
DaVita - Riverside, LLC	Delaware
DaVita - West, LLC	Delaware
DaVita Águas Claras Serviços de Nefrologia Ltda.	Brazil
DaVita APAC Holding B.V.	Netherlands
DaVita Bauru Serviços de Nefrologia Ltda.	Brazil
DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil
DaVita Care (Saudi Arabia)	Saudi Arabia
DaVita Ceilândia Serviços de Nefrologia Ltda.	Brazil
DaVita Dakota Dialysis Center, LLC	Delaware
DaVita Deutschland AG	Germany
DaVita Deutschland Beteiligungs GmbH & Co. KG	Germany
DaVita EL Paso East, L.P.	Delaware
DaVita Germany GmbH	Germany
DaVita HealthCare Brasil Serviços Médicos Ltda.	Brazil
DaVita International Limited	United Kingdom
DaVita Kidney Care Contracting, LLC	Delaware
DaVita Nefromed Serviços de Nefrologia Ltda.	Brazil
DaVita Nephron Care Serviços de Nefrologia Ltda.	Brazil
DaVita of New York, Inc.	New York
DaVita Rien Serviços de Nefrologia Ltda.	Brazil
DaVita S.A.S.	Colombia
DaVita Serviços de Nefrologia Asa Sul Ltda.	Brazil
DaVita Serviços de Nefrologia Boa Vista Ltda.	Brazil
DaVita Serviços de Nefrologia Campo Grande Ltda.	Brazil
DaVita Serviços de Nefrologia Cuiabá Ltda.	Brazil
DaVita Serviços de Nefrologia de Araraquara Ltda.	Brazil
DaVita Serviços de Nefrologia Guarulhos Ltda.	Brazil
DaVita Serviços de Nefrologia Pacini Ltda.	Brazil
DaVita Serviços de Nefrologia Santos Dumont Ltda.	Brazil
DaVita Serviços de Nefrologia Sumaré Ltda.	Brazil
DaVita Serviços de Nefrologia Taubaté Ltda.	Brazil
DaVita Sp. z o.o.	Poland
DaVita Sud-Niedersachsen GmbH	Germany
DaVita Transrim Serviços de Nefrologia Ltda.	Brazil
DaVita UK Limited	United Kingdom
DaVita UTR Serviços de Nefrologia Ltda.	Brazil

Name	Jurisdiction of Organization
DaVita VillageHealth, Inc.	Delaware
DC Healthcare International, Inc.	Delaware
DeSoto Dialysis, LLC	Delaware
Dialysis Holdings, Inc.	Delaware
Dialysis of Des Moines, LLC	Delaware
Dialysis of Northern Illinois, LLC	Delaware
Dierks Dialysis, LLC	Delaware
Dighton Dialysis, LLC	Delaware
Dolores Dialysis, LLC	Delaware
Dome Dialysis, LLC	Delaware
Doves Dialysis, LLC	Delaware
Downriver Centers, Inc.	Michigan
DV Care Netherlands B.V.	Netherlands
DV Care Netherlands C.V.	Netherlands
DVA Healthcare - Southwest Ohio, LLC	Tennessee
DVA Healthcare of Maryland, LLC	Maryland
DVA Healthcare of Massachusetts, Inc.	Massachusetts
DVA Healthcare of New London, LLC	Tennessee
DVA Healthcare of Norwich, LLC	Tennessee
DVA Healthcare of Pennsylvania, LLC	Pennsylvania
DVA Healthcare of Tuscaloosa, LLC	Tennessee
DVA Healthcare Renal Care, Inc.	Nevada
DVA Holdings Pte. Ltd.	Singapore
DVA Laboratory Services, Inc.	Florida
DVA of New York, Inc.	New York
DVA Renal Healthcare, Inc.	Tennessee
Dworsher Dialysis, LLC	Delaware
East End Dialysis Center, Inc.	Virginia
East Ft. Lauderdale, LLC	Delaware
Ebrea Dialysis, LLC	Delaware
Edisto Dialysis, LLC	Delaware
Elandon Dialysis, LLC	Delaware
Eldrist Dialysis, LLC	Delaware
Elk Grove Dialysis Center, LLC	Delaware
Empire State DC, Inc.	New York
Etowah Dialysis, LLC	Delaware
Ettleton Dialysis, LLC	Delaware
Eufaula Dialysis, LLC	Delaware
EURODIAL - Centro de Nefrologia e Dialise de Leiria S.A.	Portugal
Falcon, LLC	Delaware
Fanthorp Dialysis, LLC	Delaware
Federal Way Assurance, Inc.	Colorado
Ferne Dialysis, LLC	Delaware
Fields Dialysis, LLC	Delaware

Name	Jurisdiction of Organization
Five Star Dialysis, LLC	Delaware
Fjords Dialysis, LLC	Delaware
Flagler Dialysis, LLC	Delaware
Flamingo Park Kidney Center, Inc.	Florida
Forester Dialysis, LLC	Delaware
Freehold Artificial Kidney Center, L.L.C.	New Jersey
Fremont Dialysis, LLC	Delaware
Frontier Dialysis, LLC	Delaware
Fullerton Dialysis Center, LLC	Delaware
Ganois Dialysis, LLC	Delaware
Garner Dialysis, LLC	Delaware
Garrett Dialysis, LLC	Delaware
Gaviota Dialysis, LLC	Delaware
GDC International, LLC	Delaware
Gebhard Dialysis, LLC	Delaware
Genesis KC Development, LLC	Delaware
Geyser Dialysis, LLC	Delaware
Gilwards Dialysis, LLC	Delaware
GiveLife Dialysis, LLC	Delaware
Glassland Dialysis, LLC	Delaware
Glosser Dialysis, LLC	Delaware
Goliad Dialysis, LLC	Delaware
Gordina Dialysis, LLC	Delaware
Great Dialysis, LLC	Delaware
Greater Las Vegas Dialysis, LLC	Delaware
Greater Los Angeles Dialysis Centers, LLC	Delaware
Green Country Dialysis, LLC	Delaware
Green Desert Dialysis, LLC	Delaware
Griffin Dialysis, LLC	Delaware
Hanford Dialysis, LLC	Delaware
Harmony Dialysis, LLC	Delaware
Hart Dialysis, LLC	Delaware
Hawn Dialysis, LLC	Delaware
Hazelton Dialysis, LLC	Delaware
Helmer Dialysis, LLC	Delaware
Hewett Dialysis, LLC	Delaware
Heyburn Dialysis, LLC	Delaware
Hilgards Dialysis, LLC	Delaware
Hochatown Dialysis, LLC	Delaware
Holten Dialysis, LLC	Delaware
Home Kidney Care, LLC	Delaware
Honey Dialysis, LLC	Delaware
Honeyman Dialysis, LLC	Delaware
Houston Kidney Center/Total Renal Care Integrated Service Network Limited Partnership	Delaware

Name	Jurisdiction of Organization
Hummer Dialysis, LLC	Delaware
Hunter Dialysis, LLC	Delaware
Huntington Artificial Kidney Center, Ltd.	New York
Huntington Park Dialysis, LLC	Delaware
Hyattsville Dialysis, LLC	Delaware
Hyde Dialysis, LLC	Delaware
IDC -International Dialysis Centers, Lda	Portugal
Iroquois Dialysis, LLC	Delaware
ISD Corpus Christi, LLC	Delaware
ISD I Holding Company, Inc.	Delaware
ISD II Holding Company, Inc.	Delaware
ISD Kendallville, LLC	Delaware
ISD Las Vegas, LLC	Delaware
ISD Lees Summit, LLC	Delaware
ISD Renal, Inc.	Delaware
ISD Spring Valley, LLC	Delaware
ISD Summit Renal Care, LLC	Ohio
Jacinto Dialysis, LLC	Delaware
Jenness Dialysis, LLC	Delaware
Kamiah Dialysis, LLC	Delaware
Kanika Dialysis, LLC	Delaware
Kavett Dialysis, LLC	Delaware
Kearn Dialysis, LLC	Delaware
Kenai Dialysis, LLC	Delaware
Kershaw Dialysis, LLC	Delaware
Kidney HOME Center, LLC	Delaware
Kimball Dialysis, LLC	Delaware
Kingston Dialysis, LLC	Delaware
Kinnick Dialysis, LLC	Delaware
Kinter Dialysis, LLC	Delaware
Kiowa Dialysis, LLC	Delaware
Knickerbocker Dialysis, Inc.	New York
Knotts Dialysis, LLC	Delaware
Kobuk Dialysis, LLC	Delaware
Lakeshore Dialysis, LLC	Delaware
Landing Dialysis, LLC	Delaware
Landor Dialysis, LLC	Delaware
Lassen Dialysis, LLC	Delaware
Leasburg Dialysis, LLC	Delaware
Leawood Dialysis, LLC	Delaware
Legare Development LLC	Delaware
Liberty RC, Inc.	New York
Lincoln Park Dialysis Services, Inc.	Illinois
Lincolnton Dialysis, LLC	Delaware

Name	Jurisdiction of Organization
Livingston Dialysis, LLC	Delaware
Llano Dialysis, LLC	Delaware
Lofield Dialysis, LLC	Delaware
Logoley Dialysis, LLC	Delaware
Lone Dialysis, LLC	Delaware
Long Beach Dialysis Center, LLC	Delaware
Lord Baltimore Dialysis, LLC	Delaware
Lory Dialysis, LLC	Delaware
Loup Dialysis, LLC	Delaware
Lourdes Dialysis, LLC	Delaware
Lyndale Dialysis, LLC	Delaware
Madigan Dialysis, LLC	Delaware
Magney Dialysis, LLC	Delaware
Makonee Dialysis, LLC	Delaware
Mammoth Dialysis, LLC	Delaware
Manzano Dialysis, LLC	Delaware
Maple Grove Dialysis, LLC	Delaware
Marlton Dialysis Center, LLC	Delaware
Marseille Dialysis, LLC	Delaware
Mashero Dialysis, LLC	Delaware
Mason-Dixon Dialysis Facilities, Inc.	Maryland
Mazonia Dialysis, LLC	Delaware
Mellen Dialysis, LLC	Delaware
Melnea Dialysis, LLC	Delaware
Memorial Dialysis Center, L.P.	Delaware
Mendocino Dialysis, LLC	Delaware
Meridian Dialysis, LLC	Delaware
Mermet Dialysis, LLC	Delaware
Middlesex Dialysis Center, LLC	Delaware
Milltown Dialysis, LLC	Delaware
Minam Dialysis, LLC	Delaware
Minneopa Dialysis, LLC	Delaware
Monad Dialysis, LLC	Delaware
Monett Dialysis, LLC	Delaware
Morro Dialysis, LLC	Delaware
Mountain West Dialysis Services, LLC	Delaware
Mulgee Dialysis, LLC	Delaware
MVZ DaVita Alzey GmbH	Germany
MVZ DaVita Aurich GmbH	Germany
MVZ DaVita Bad Aibling GmbH	Germany
MVZ DaVita Bad Duben GmbH	Germany
MVZ DaVita Dillenburg GmbH	Germany
MVZ DaVita Dinkelsbuhl GmbH	Germany
MVZ DaVita Dormagen GmbH	Germany

Name	Jurisdiction of Organization
MVZ DaVita Duisburg GmbH	Germany
MVZ DaVita Elsterland GmbH	Germany
MVZ DaVita Emden GmbH	Germany
MVZ DaVita Falkensee GmbH	Germany
MVZ DaVita Geilenkirchen GmbH	Germany
MVZ DaVita Gera GmbH	Germany
MVZ DaVita Iserlohn GmbH	Germany
MVZ DaVita Neuss GmbH	Germany
MVZ DaVita Nierenzentrum Aachen Alsdorf GmbH	Germany
MVZ DaVita Nierenzentrum Berlin-Britz GmbH	Germany
MVZ DaVita Nierenzentrum Hamm-Ahlen GmbH	Germany
MVZ DaVita Prenzlau-Pasewalk GmbH	Germany
MVZ DaVita Rhein-Ahr GmbH	Germany
MVZ DaVita Rhein-Ruhr GmbH	Germany
MVZ DaVita Viersen GmbH	Germany
Myrtle Dialysis, LLC	Delaware
Nansen Dialysis, LLC	Delaware
Natomas Dialysis, LLC	Delaware
Nauvue Dialysis, LLC	Delaware
Navarro Dialysis, LLC	Delaware
Neoporte Dialysis, LLC	Delaware
Nephrology Practice Solutions, LLC	Delaware
Neptune Artificial Kidney Center, L.L.C.	New Jersey
New Bay Dialysis, LLC	Delaware
New Springs Dialysis, LLC	Delaware
Norte Dialysis, LLC	Delaware
North Austin Dialysis, LLC	Delaware
Oasis Dialysis, LLC	Delaware
Odiorne Dialysis, LLC	Delaware
Ohio River Dialysis, LLC	Delaware
Okanogan Dialysis, LLC	Delaware
Olive Dialysis, LLC	Delaware
Orange Dialysis, LLC	California
Ordust Dialysis, LLC	Delaware
Osage Dialysis, LLC	Delaware
Owens Dialysis, LLC	Delaware
Owyhee Dialysis, LLC	Delaware
Palo Dialysis, LLC	Delaware
Palomar Dialysis, LLC	Delaware
Panther Dialysis, LLC	Delaware
Patient Pathways, LLC	Delaware
Patuk Dialysis, LLC	Delaware
Peaks Dialysis, LLC	Delaware
Pearl Dialysis, LLC	Delaware

Name	Jurisdiction of Organization
Pendster Dialysis, LLC	Delaware
Percha Dialysis, LLC	Delaware
Pershing Dialysis, LLC	Delaware
Pfeiffer Dialysis, LLC	Delaware
Philadelphia-Camden Integrated Kidney Care, LLC	Delaware
Physicians Choice Dialysis Of Alabama, LLC	Delaware
Physicians Choice Dialysis, LLC	Delaware
Physicians Dialysis Acquisitions, Inc.	Delaware
Physicians Dialysis of Lancaster, LLC	Pennsylvania
Physicians Dialysis Ventures, LLC	Delaware
Physicians Management, LLC	Delaware
Pible Dialysis, LLC	Delaware
Pinewoods Dialysis, LLC	Delaware
Pittsburgh Dialysis Partners, LLC	Delaware
Piute Dialysis, LLC	Delaware
Plaine Dialysis, LLC	Delaware
Platte Dialysis, LLC	Delaware
Pluribus Dialise - Benfica, S.A.	Portugal
Pluribus Dialise - Cascais, S.A.	Portugal
Pluribus Dialise - Sacavem, S.A.	Portugal
Pluribus Dialise, S.A.	Portugal
Poinsett Dialysis, LLC	Delaware
Pokagon Dialysis, LLC	Delaware
Portola Dialysis, LLC	Delaware
Prineville Dialysis, LLC	Delaware
Pronomed Clínica Médica Ltda.	Brazil
Pyramid Dialysis, LLC	Delaware
Ramsey Dialysis, LLC	Delaware
Randolph Dialysis, LLC	Delaware
Rayburn Dialysis, LLC	Delaware
Red Willow Dialysis, LLC	Delaware
Redcliff Dialysis, LLC	Delaware
Refuge Dialysis, LLC	Delaware
Renal Center of Beaumont, LLC	Delaware
Renal Center of Fort Dodge, LLC	Delaware
Renal Center of Lewisville, LLC	Delaware
Renal Center of Morristown, LLC	Delaware
Renal Center of Newton, LLC	Delaware
Renal Center of North Denton, L.L.L.P.	Delaware
Renal Center of Port Arthur, LLC	Delaware
Renal Center of Sewell, LLC	Delaware
Renal Center of the Hills, LLC	Delaware
Renal Center of Tyler, L.P.L.L.L.P.	Delaware
Renal Center of West Beaumont, LLC	Delaware

Name	Jurisdiction of Organization
Renal Center of Westwood, LLC	Delaware
Renal Life Link, Inc.	Delaware
Renal Services (UK) Limited	United Kingdom
Renal Treatment Centers - California, Inc.	Delaware
Renal Treatment Centers - Illinois, Inc.	Delaware
Renal Treatment Centers - Mid-Atlantic, Inc.	Delaware
Renal Treatment Centers - Northeast, Inc.	Delaware
Renal Treatment Centers - Southeast, LP	Delaware
Renal Treatment Centers - West, Inc.	Delaware
Renal Treatment Centers, Inc.	Delaware
Renal Ventures Management, LLC	Delaware
RenalServ LLC	Delaware
Riddle Dialysis, LLC	Delaware
Ringwood Dialysis, LLC	Delaware
Rio Dialysis, LLC	Delaware
River Valley Dialysis, LLC	Delaware
RNA - DaVita Dialysis, LLC	Delaware
Rochester Dialysis Center, LLC	Delaware
Rocky Mountain Dialysis Services, LLC	Delaware
Rollins Dialysis, LLC	Delaware
Roose Dialysis, LLC	Delaware
Roushe Dialysis, LLC	Delaware
Routt Dialysis, LLC	Delaware
Royale Dialysis, LLC	Delaware
Rusk Dialysis, LLC	Delaware
Russell Dialysis, LLC	Delaware
Rutland Dialysis, LLC	Delaware
RV Academy, LLC	Delaware
Saddleback Dialysis, LLC	Delaware
Sahara Dialysis, LLC	Delaware
SAKDC-DaVita Dialysis Partners, L.P.	Delaware
San Marcos Dialysis, LLC	Delaware
Sands Dialysis, LLC	Delaware
Santiam Dialysis, LLC	Delaware
Sapelo Dialysis, LLC	Delaware
Saunders Dialysis, LLC	Delaware
Seabay Dialysis, LLC	Delaware
Secour Dialysis, LLC	Delaware
Sensiba Dialysis, LLC	Delaware
Shadow Dialysis, LLC	Delaware
Shayano Dialysis, LLC	Delaware
Shelling Dialysis, LLC	Delaware
Sherman Dialysis, LLC	Delaware
Shetek Dialysis, LLC	Delaware

Name	Jurisdiction of Organization
Shining Star Dialysis, Inc.	New Jersey
Siena Dialysis Center, LLC	Delaware
Silverwood Dialysis, LLC	Delaware
Simeon Dialysis, LLC	Delaware
Skagit Dialysis, LLC	Delaware
Soledad Dialysis Center, LLC	Delaware
Somerville Dialysis Center, LLC	Delaware
South Central Florida Dialysis Partners, LLC	Delaware
South Florida Integrated Kidney Care, LLC	Delaware
South Fork Dialysis, LLC	Delaware
Southern Hills Dialysis Center, LLC	Delaware
Southwest Atlanta Dialysis Centers, LLC	Delaware
Sprague Dialysis, LLC	Delaware
Springpond Dialysis, LLC	Delaware
Star Dialysis, LLC	Delaware
Stevenson Dialysis, LLC	Delaware
Stewart Dialysis, LLC	Delaware
Stines Dialysis, LLC	Delaware
Storrie Dialysis, LLC	Delaware
Sugarloaf Dialysis, LLC	Delaware
Sun City Dialysis Center, L.L.C.	Delaware
Sun City West Dialysis Center, LLC	Delaware
Sunapee Dialysis, LLC	Delaware
Sunset Dialysis, LLC	Delaware
Talimena Dialysis, LLC	Delaware
Targhee Dialysis, LLC	Delaware
Tarley Dialysis, LLC	Delaware
Tenack Dialysis, LLC	Delaware
Tennessee Valley Dialysis Center, LLC	Delaware
Terre Dialysis, LLC	Delaware
The Woodlands Dialysis Center, LP	Delaware
Tortugas Dialysis, LLC	Delaware
Total Renal Care Of North Carolina, LLC	Delaware
Total Renal Care Texas Limited Partnership	Delaware
Total Renal Care, Inc.	California
Total Renal Laboratories, Inc.	Florida
Total Renal Research, Inc.	Delaware
Toulouse Dialysis, LLC	Delaware
Townsend Dialysis, LLC	Delaware
Transmountain Dialysis, L.P.	Delaware
TRC - Indiana, LLC	Indiana
TRC - Petersburg, LLC	Delaware
TRC EL Paso Limited Partnership	Delaware
TRC of New York, Inc.	New York

Name	Jurisdiction of Organization
TRC West, Inc.	Delaware
TRC-Georgetown Regional Dialysis, LLC	District Of Columbia
Tross Dialysis, LLC	Delaware
Tugman Dialysis, LLC	Delaware
Tumalo Dialysis, LLC	Delaware
Tunnel Dialysis, LLC	Delaware
Turlock Dialysis Center, LLC	Delaware
Tustin Dialysis Center, LLC	Delaware
Twain Dialysis, LLC	Delaware
Tyler Dialysis, LLC	Delaware
Ukiah Dialysis, LLC	Delaware
Unicoi Dialysis, LLC	Delaware
University Dialysis Center, LLC	Delaware
Upper Valley Dialysis, L.P.	Delaware
USC-DaVita Dialysis Center, LLC	California
Valley Springs Dialysis, LLC	Delaware
Vancleer Dialysis, LLC	Delaware
Victory Dialysis, LLC	Delaware
VillageHealth DM, LLC	Delaware
Villanueva Dialysis, LLC	Delaware
Vively Health, LLC	Delaware
Vogel Dialysis, LLC	Delaware
Volo Dialysis, LLC	Delaware
Waddell Dialysis, LLC	Delaware
Walker Dialysis, LLC	Delaware
Walton Dialysis, LLC	Delaware
Watkins Dialysis, LLC	Delaware
Weldon Dialysis, LLC	California
West Elk Grove Dialysis, LLC	Delaware
West Sacramento Dialysis, LLC	Delaware
Weston Dialysis Center, LLC	Delaware
Whitney Dialysis, LLC	Delaware
Willowbrook Dialysis Center, L.P.	Delaware
Winds Dialysis, LLC	Delaware
Wood Dialysis, LLC	Delaware
Woodford Dialysis, LLC	Delaware
Wyandotte Central Dialysis, LLC	Delaware
Ybor City Dialysis, LLC	Delaware
Yucaipa Dialysis, LLC	Delaware
Zara Dialysis, LLC	Delaware
Zephyrhills Dialysis Center, LLC	Delaware

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors
DaVita Inc.:

We consent to the incorporation by reference in the registration statements on Form S-8 (No. 333-240022, No. 333-239191, No. 333-213119, No. 333-190434, No. 333-169467, No. 333-158220, No. 333-144097, No. 333-86550, and No. 333-30736), and on Form S-4 (No. 333-182572) of DaVita Inc. of our reports dated February 12, 2021 with respect to the consolidated balance sheets of DaVita Inc. as of December 31, 2020 and 2019, the related consolidated statements of income, comprehensive income, equity, and cash flow for each of the years in the three-year period ended December 31, 2020, and the related notes and financial statement Schedule II – Valuation and Qualifying Accounts, and the effectiveness of internal control over financial reporting as of December 31, 2020, which reports appear in the December 31, 2020 annual report on Form 10-K of DaVita Inc. Our report refers to changes in the method of accounting for leases.

/s/ KPMG LLP

Seattle, Washington
February 12, 2021

EXHIBIT 31.1

SECTION 302 CERTIFICATION

I, Javier J. Rodriguez, certify that:

1. I have reviewed this annual report on Form 10-K of DaVita Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/S/ JAVIER J. RODRIGUEZ

Javier J. Rodriguez

Chief Executive Officer

Date: February 12, 2021

EXHIBIT 31.2

SECTION 302 CERTIFICATION

I, Joel Ackerman, certify that:

1. I have reviewed this annual report on Form 10-K of DaVita Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Joel Ackerman

Joel Ackerman

Chief Financial Officer and Treasurer

Date: February 12, 2021

EXHIBIT 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of DaVita Inc. (the "Company") on Form 10-K for the year ended December 31, 2020 as filed with the Securities and Exchange Commission on the date hereof (the "Periodic Report"), I, Javier J. Rodriguez, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Periodic Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Periodic Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/S/ JAVIER J. RODRIGUEZ

Javier J. Rodriguez
Chief Executive Officer
February 12, 2021

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

EXHIBIT 32.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of DaVita Inc. (the "Company") on Form 10-K for the year ended December 31, 2020 as filed with the Securities and Exchange Commission on the date hereof (the "Periodic Report"), I, Joel Ackerman, Chief Financial Officer and Treasurer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Periodic Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Periodic Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Joel Ackerman

Joel Ackerman
Chief Financial Officer and Treasurer
February 12, 2021

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

Appendix 11

Ancillary and Support Agreements and Vendors

DaVita Whidbey Island Dialysis Center

Existing Ancillary and Support Agreements and Vendors

Agreement	Vendor
Extensive Facility Maintenance	CBRE
Patient Transfer	Whidbey General Hospital
Nursing Home Dialysis Transfer Agreement	Careage of Whidbey
Janitorial Services	OpenWorks
Pest Control	Terminix
Laboratory Services	DVA Laboratory Services, Inc.
Information Management	Iron Mountain
Medical Waste Disposal	Stericycle
Stat Laboratory Services	
Renal Network	Northwest Renal Network (Network 16)

The above list is representative of those vendor relationships engaged in by DaVita Whidbey Island Dialysis Center and is not represented to be an exhaustive list of every support and ancillary agreement relationship into which the facility may enter or may have entered.

Appendix 12

Patient Transfer Agreement

PATIENT TRANSFER AGREEMENT

THIS PATIENT TRANSFER AGREEMENT (the "Agreement") is made as of the date last signed below (the "Effective Date"), by and between Whidbey General Hospital (hereinafter "Hospital"), and Total Renal Care, Inc. (hereinafter "Company").

WITNESSETH

WHEREAS, the parties hereto desire to enter into this Agreement governing the transfer of patients between Hospital and the following Company clinic:

Whidbey Island Dialysis
32650 State Road 20
Oak Harbor, WA 98277

WHEREAS, the parties hereto desire to enter into this Agreement in order to specify the rights and duties of each of the parties and to specify the procedure for ensuring the timely transfer of patients between the facilities;

WHEREAS, the parties wish to facilitate the continuity of care and the timely transfer of patients and records between the facilities; and

WHEREAS, only a patient's attending physician (not Company or the Hospital) can refer such patient to Company for dialysis treatments.

NOW THEREFORE, in consideration of the premises herein contained and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **HOSPITAL OBLIGATIONS.** In accordance with the policies and procedures as hereinafter provided, and upon the recommendation of an attending physician, a patient of Company may be transferred to Hospital.

(a) Hospital agrees to exercise its best efforts to provide for prompt admission of patients provided that all usual, reasonable conditions of admission are met. All transfers between the facilities shall be made in accordance with applicable federal and state laws and regulations, the standards of the Joint Commission and any other applicable accrediting bodies, and reasonable policies and procedures of the facilities.

(b) Neither the decision to transfer a patient nor the decision to not accept a request to transfer a patient shall be predicated upon arbitrary, capricious or unreasonable discrimination or based upon the patient's inability to pay for services rendered by either facility.

2. **COMPANY OBLIGATIONS.**

(a) Upon transfer of a patient to Hospital, Company agrees:

i. That it shall transfer any needed personal effects of the patient, and information relating to the same, and shall be responsible therefore until signed for by a representative of Hospital;

ii. Original medical records kept by each of the parties shall remain the property of that institution; and

iii. That transfer procedures shall be made known to the patient care personnel of each of the parties.

(b) Company agrees to transmit with each patient at the time of transfer, or in case of an emergency, as promptly as possible thereafter, an abstract of pertinent medical and other records necessary to continue the patient's treatment without interruption and to provide identifying and other information, to include:

i. current medical findings;

ii. diagnosis;

iii. rehabilitation potential;

iv. discharge summary;

v. a brief summary of the course of treatment followed;

vi. nursing and dietary information;

vii. ambulating status; and

viii. administrative and pertinent social information.

(c) Company agrees to readmit to its facilities patients who have been transferred to Hospital for medical care as clinic capacity allows. Hospital agrees to contact the Company's nursing staff and advise of the anticipated date of transfer back to Company with as much notice as possible. Company shall assign readmission priority for its patients who have been treated at Hospital and who are ready to transfer back to Company.

3. **BILLING, PAYMENT, AND FEES.** Hospital and Company each shall be responsible for billing the appropriate payor for the services it provides, respectively, hereunder. Company shall not act as guarantor for any charges incurred while the patient is a patient in Hospital.

4. **HIPAA.** Hospital and Company agree to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Hospital and Company acknowledge and agree that from time to time, HIPAA may require

modification to this Agreement for compliance purposes. Hospital and Company further acknowledge and agree to comply with requests by the other party hereto related to HIPAA.

5. **STATUS AS INDEPENDENT CONTRACTORS.** The parties acknowledge and agree that their relationship is solely that of independent contractors. Governing bodies of Hospital and Company shall have exclusive control of the policies, management, assets, and affairs of their respective facilities. Nothing in this Agreement shall be construed as limiting the right of either to affiliate or contract with any other Hospital or facility on either a limited or general basis while this Agreement is in effect. Neither party shall use the name of the other in any promotional or advertising material unless review and approval of the intended use shall be obtained from the party whose name is to be used and its legal counsel.

6. **INSURANCE.** Each party shall secure and maintain, or cause to be secured and maintained during the term of this Agreement, comprehensive general liability, property damage, and workers compensation insurance in amounts generally acceptable in the industry, and professional liability insurance providing minimum limits of liability of $1,000,000 per occurrence and $3,000,000 in aggregate. Each party shall deliver to the other party certificate(s) of insurance evidencing such insurance coverage upon execution of this Agreement, and annually thereafter upon the request of the other party. Each party shall provide the other party with not less than thirty (30) days prior written notice of any change in or cancellation of any of such insurance policies. Said insurance shall survive the termination of this Agreement.

7. **INDEMNIFICATION.**

(a) Hospital Indemnity. Hospital hereby agrees to defend, indemnify and hold harmless Company and its shareholders, affiliates, officers, directors, employees, and agents for, from and against any claim, loss, liability, cost and expense (including, without limitation, costs of investigation and reasonable attorney's fees), directly or indirectly relating to, resulting from or arising out of any action or failure to act arising out of this Agreement by Hospital and its staff regardless of whether or not it is caused in part by Company or its officers, directors, agents, representatives, employees, successors and assigns. This indemnification provision shall not be effective as to any loss attributable exclusively to the negligence or willful act or omission of Company.

(b) Company Indemnity. Company hereby agrees to defend, indemnify and hold harmless Hospital and its shareholders, affiliates, officers, directors, employees, and agents for, from and against any claim, loss, liability, cost and expense (including, without limitation, costs of investigation and reasonable attorney's fees), directly or indirectly relating to, resulting from or arising out of any action or failure to act arising out of this Agreement by Company and its staff regardless of whether or not it is caused in part by or its officers, directors, agents, representatives, employees, successors and

assigns. This indemnification provision shall not be effective as to any loss attributable exclusively to the negligence or willful act or omission of Hospital.

(c) Survival. The indemnification obligations of the parties shall continue in full force and effect notwithstanding the expiration or termination of this Agreement with respect to any such expenses, costs, damages, claims and liabilities which arise out of or are attributable to the performance of this Agreement prior to its expiration or termination.

8. **DISPUTE RESOLUTION.** Any dispute which may arise under this Agreement shall first be discussed directly with representatives of the departments of the parties that are directly involved. If the dispute cannot be resolved at this level, it shall be referred to administrative representatives of the parties for discussion and resolution.

(a) Informal Resolution. Should any dispute between the parties arise under this Agreement, written notice of such dispute shall be delivered from one party to the other party and thereafter, the parties, through appropriate representatives, shall first meet and attempt to resolve the dispute in face-to-face negotiations. This meeting shall occur within thirty (30) days of the date on which the written notice of such dispute is received by the other party.

(b) Arbitration. If no resolution is reached through informal resolution, pursuant to Section 8(a) above, the parties shall, within forty-five (45) days of the first meeting referred to in Section 8(a) above, attempt to settle the dispute by formal mediation. If the parties cannot otherwise agree upon a mediator and the place of the mediation within such forty-five (45) day period, the American Arbitration Association ("AAA") in the Hospital's state shall administer the mediation. Such mediation shall occur no later than ninety (90) days after the dispute arises. All findings of fact and results of such mediation shall be in written form prepared by such mediator and provided to each party to such mediation. In the event that the parties are unable to resolve the dispute through formal mediation pursuant to this Section 8(b), the parties shall be entitled to seek any and all available legal remedies.

9. **TERM AND TERMINATION.** This Agreement shall be effective for an initial period of three (3) years from the Effective Date, except that either party may terminate by giving at least sixty (60) days notice in writing to the other party of its intention to terminate this Agreement. If this Agreement is terminated for any reason within one (1) year of the Effective Date of this Agreement, then the parties hereto shall not enter into a similar agreement with each other for the services covered hereunder before the first anniversary of the Effective Date. Termination shall be effective at the expiration of the sixty (60) day notice period. However, if either party shall have its license to operate its facility revoked by the State or become ineligible as a provider of service under Medicare or Medicaid laws, this Agreement shall automatically terminate on the date such revocation or ineligibility becomes effective.

10. AMENDMENT. This Agreement may be modified or amended from time to time by mutual written agreement of the parties, signed by authorized representatives thereof, and any such modification or amendment shall be attached to and become part of this Agreement. No oral agreement or modification shall be binding unless reduced to writing and signed by both parties.

11. ENFORCEABILITY/SEVERABILITY. The provisions of this Agreement are severable. The invalidity or unenforceability of any term or provisions hereto in any jurisdiction shall in no way affect the validity or enforceability of any other terms or provisions in that jurisdiction, or of this entire Agreement in any other jurisdiction.

12. INTENTIONALLY DELETED

13. EXCLUDED PROVIDER. Each party represents that neither that party nor any entity owning or controlling that party has ever been excluded from any federal health care program including the Medicare/Medicaid program or from any state health care program. Each party further represents that it is eligible for Medicare/Medicaid participation. Each party agrees to disclose immediately any material federal, state, or local sanctions of any kind, imposed subsequent to the date of this Agreement, or any investigation which commences subsequent to the date of this Agreement, that would materially adversely impact Company's ability to perform its obligations hereunder.

14. NOTICES. All notices, requests, and other communications to any party hereto shall be in writing and shall be addressed to the receiving party's address set forth below or to any other address as a party may designate by notice hereunder, and shall either be (a) delivered by hand, (b) sent by recognized overnight courier, or (c) by certified mail, return receipt requested, postage prepaid.

If to Hospital:	Whidbey General Hospital 101 N. Main St. Coupeville, WA 98239 Attn: CEO
If to Company:	DaVita Inc. 15253 Bake Parkway Irvine, CA 92618 Attn: Legal Department

All notices, requests, and other communication hereunder shall be deemed effective (a) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth above, (b) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, or (c) if sent by certified mail, five (5) business days following the day such mailing is made.

15. **ASSIGNMENT.** This Agreement shall not be assigned in whole or in part by either party hereto without the express written consent of the other party, except that Company may assign this Agreement to one of its affiliates or subsidiaries without the consent of Hospital.

16. **COUNTERPARTS.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies of signatures sent by facsimile shall be deemed to be originals.

17. **NON-DISCRIMINATION.** All services provided by Hospital hereunder shall be in compliance with all federal and state laws prohibiting discrimination on the basis of race, color religion, sex national origin, handicap, or veteran status.

18. **WAIVER.** The failure of any party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition, and the obligations of such party with respect thereto shall continue in full force and effect.

19. **GOVERNING LAW.** The laws of the Hospital's state shall govern this Agreement.

20. **HEADINGS.** The headings appearing in this Agreement are for convenience and reference only, and are not intended to, and shall not, define or limit the scope of the provisions to which they relate.

21. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, either oral or written, between the parties (including, without limitation, any prior agreement between Hospital and Company or any of its subsidiaries or affiliates) with respect to the subject matter hereof.

22. **APPROVAL BY DAVITA INC. ("DAVITA") AS TO FORM.** The parties acknowledge and agree that this Agreement shall take effect and be legally binding upon the parties only upon full execution hereof by the parties and upon approval by DaVita as to the form hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

COMPANY:

Total Renal Care, Inc.

By: _____
Name: Jason Bosh
Title: Regional Operations Director
Date: 5/13/10

APPROVED AS TO FORM ONLY:

By: _____
Name: Jon Kweller
Title: VP & Deputy General Counsel

HOSPITAL:

Whidbey General Hospital

By: _____
Name: Tom Tomasino
Title: CEO
Date: 5/12/10

Appendix 13

State Regulatory Agencies

State Regulatory Agencies
January 2017

AGENCY NAME	AGENCY NAME 2	ADDRESS	ADDRESS 2	CITY	STATE	ZIP CODE
ACS New Mexico Medicaid	NM Medicaid Provider Enrollment	P O Box 27460		Albuquerque	NM	87125-7460
Agency for Health Care Administration	Certification	2727 Mahan Drive	Mail Stop 32	Tallahassee	FL	32308
Agency for Health Care Administration	Certification	2727 Mahan Drive	Mail Stop 32	Tallahassee	FL	32308
Agency for Health Care Administration	CLIA State	2727 Mahan Drive	Mail Stop 32	Tallahassee	FL	32308
AHCCCS	Provider Registration Unit	801 East Jefferson Street		Phoenix	AZ	85034
Alabama Department of Public Health	Survey	The RSA Tower	201 Monroe St	Montgomery	AL	36104-3735
Alabama Medicaid Program	HP Provider Enrollment	301 Techna Center Drive		Montgomery	AL	36117-6008
Alachua Field Office - Region 3	State Survey Field Office-Alachua	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
Alachua Field Office - Region 3	State Survey Field Office-Bradford	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
Alachua Field Office - Region 3	State Survey Field Office-Citrus	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
Alachua Field Office - Region 3	State Survey Field Office-Columbia	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
Alachua Field Office - Region 3	State Survey Field Office-Dixie	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
Alachua Field Office - Region 3	State Survey Field Office-Gilchrist	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
Alachua Field Office - Region 3	State Survey Field Office-Hamilton	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
Alachua Field Office - Region 3	State Survey Field Office-Hernando	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
Alachua Field Office - Region 3	State Survey Field Office-Lafayette	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
Alachua Field Office - Region 3	State Survey Field Office-Lake	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
Alachua Field Office - Region 3	State Survey Field Office-Levy	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
Alachua Field Office - Region 3	State Survey Field Office-Marion	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
Alachua Field Office - Region 3	State Survey Field Office-Putnam	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
Alachua Field Office - Region 3	State Survey Field Office-Sumter	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
Alachua Field Office - Region 3	State Survey Field Office-Suwannee	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
Alachua Field Office - Region 3	State Survey Field Office-Union	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
AR Medicaid/HP Enterprise Services - Provider Enrollment		PO Box 8105		Little Rock	AR	72203-8105
AR Medicaid/HP Enterprise Services - Provider Enrollment		PO Box 8105		Little Rock	AR	72203-8105
Arizona Division of Assurance & Licensing Services		150 North 18th Avenue, Ste 450		Phoenix	AZ	85007
Atlanta Regional Office - Region 4	R.O. 4 Div. of Survey and Certification Ops	61 Forsyth Street, SW	Ste 4T20	Atlanta	GA	30303-8909
Boston Regional Office - Region 1	R.O. 1 Div. of Survey and Certification Ops	JFK Federal Building, Government Center	Room 2275	Boston	MA	2203
CA Department of Health Care Services	Provider Enrollment Division	P O Box 997413	MS 4704	Sacramento	CA	95899-7413
Cabinet for Health Services	KY Licensing Dept	Health Services Bldg.	275 East Main Street - 5 East	Frankfort	KY	40621
Cahaba GBA - AL (J10)	AL (J10) Provider Enrollment	PO Box 1537		Birmingham	AL	35201-1537
Cahaba GBA - GA (J10)	GA (J10)Provider Enrollment	PO Box 1537		Birmingham	AL	35201-1537
Cahaba GBA - TN (J10)	TN (J10) Provider Enrollment	PO Box 1537		Birmingham	AL	35201-1537
California Dept of Public Health	Bakersfield District Office	4540 Califomia Ave., Ste 200	Licensing & Certification	Bakersfield	CA	93309
California Dept of Public Health	San Diego North District Office	7575 Metropolitan Dr., Suite 104	Licensing & Certification	San Diego	CA	92108-4402
California Dept of Public Health	San Bernardino District office	464 W 4th St., Suite 529	Licensing & Certification	San Bernardino	CA	92401-
California Dept of Public Health	Los Angeles District Office	3400 Aerojet Ave Ste 323	Licensing & Certification	El Monte	CA	91731
California Dept of Public Health	East Bay District Office	850 Marina Bay Parkway, Bldg P, 1st Floor	Licensing & Certification	Richmond	CA	94804-6403
California Dept of Public Health	Fresno District Office	285 W Bullard Ave Suite 101	Licensing & Certification	Fresno	CA	93704
California Dept of Public Health	Chico District Office	126 Mission Ranch Blvd	Licensing & Certification	Chico	CA	95926
California Dept of Public Health	Orange County District Office	681 S Parker St Ste 200	Licensing & Certification	Orange	CA	92868
California Dept of Public Health	Redwood Coast/Santa Rosa District Office	2170 Northpoint Pkwy	Licensing & Certification	Santa Rosa	CA	95407
California Dept of Public Health	Riverside District Office	625 E Carnegie Dr Ste 280	Licensing & Certification	San Bernardino	CA	92408
California Dept of Public Health	Sacramento District Office	3901 Lennane Dr Ste 210	Licensing & Certification	Sacramento	CA	95834
California Dept of Public Health	San Francisco District Office	150 North Hill Dr Ste 22	Licensing & Certification	Brisbane	CA	94005
California Dept of Public Health	San Jose District Office	100 Paseo de San Antonio Ste 235	Licensing & Certification	San Jose	CA	95113
California Dept of Public Health	Ventura District Office	1889 N Rice Ave Ste 200	Licensing & Certification	Oxnard	CA	93030
CGS (J15)	(J15) Provider Enrollment	PO Box 20004		Nashville	TN	37202
Chicago Regional Office - Region 5	R.O. 5 Div. of Survey and Certification Ops	233 North Michigan Avenue	Ste 600	Chicago	IL	60601-5519
CLIA Programs, DHH		P.O. Box 3767		Baton Rouge	LA	70821-3767
Colorado Department of Public Health & Environment		4300 Cherry Creek Drive South		Denver	CO	80246-1530
Colorado Medical Assistance Program	CO Medicaid Provider Enrollment	PO Box 1100		Denver	CO	80201-1100
CT Medicaid/HP	CT Provider Enrollment Unit	PO Box 5007		Hartford	CT	6104
Dallas Regional Office - Region 6	R.O. 6 Div. of Survey and Certification Ops	1301 Young Street	Room 827	Dallas	TX	75202

State Regulatory Agencies
January 2017

AGENCY NAME	AGENCY NAME 2	ADDRESS	ADDRESS 2	CITY	STATE	ZIP CODE
DC Dept of Health Regulation Administration		899 North Capitol Street NE	Second Floor	Washington	DC	20002
DC Medicaid/Xerox State Healthcare Solutions	DC Medicaid Provider Enrollment	750 1st Street, NE	Ste. 1020	Washington	DC	20002
DE Medicaid/HP Enterprise Services, LLC	DE Medicaid Provider Enrollment	PO Box 909		New Castle	DE	19720
Delaware Dept. of Health Services		1901 N Dupont Hwy		New Castle	DE	19720
Delray Beach Field Office - Region 9 & 10	State Survey Field Office-Broward	5150 Linton Boulevard	Suite 500	Delray Beach	FL	33484
Delray Beach Field Office - Region 9 & 10	State Survey Field Office-Indian River	5150 Linton Boulevard	Suite 500	Delray Beach	FL	33484
Delray Beach Field Office - Region 9 & 10	State Survey Field Office-Martin	5150 Linton Boulevard	Suite 500	Delray Beach	FL	33484
Delray Beach Field Office - Region 9 & 10	State Survey Field Office-Okeechobee	5150 Linton Boulevard	Suite 500	Delray Beach	FL	33484
Delray Beach Field Office - Region 9 & 10	State Survey Field Office-Palm Beach	5150 Linton Boulevard	Suite 500	Delray Beach	FL	33484
Delray Beach Field Office - Region 9 & 10	State Survey Field Office-St. Lucie	5150 Linton Boulevard	Suite 500	Delray Beach	FL	33484
Denver Regional Office - Region 8	R.O. 8 Div. of Survey and Certification Ops	1600 Broadway	Ste 700	Denver	CO	80202
Department of Health	Division of Home Health Services	132 Kline Plaze, Suite A		Harrisburg	PA	17104-
Department of Public Health		Div of Health Systems Reg.	410 Capitol Ave., MS #12FLIS	Hartford	CT	06134-0308
Dept of Health, HSQA		111 Israel Road SE		Tumwater	WA	98501
Dept of Health, HSQA		PO Box 47874		Olympia	WA	98504
Dept. of Health and Human Services		1205 Umstead Dr.	Licensure & Certification Section	Raleigh	NC	27603
Director, Division of Health Provider	Bureau of Certification/Health Regulation	SC DHEC	301 Gervais St	Columbia	SC	29201-
First Coast Service Options - FL (J9)	FL (J9) Provider Enrollment	532 Riverside Avenue		Jacksonville	FL	32202-4914
FL Dept of Health	Brevard County Environmental Health	2725 Judge Fran Way	Ste A116	Viera	FL	32940-6605
FL Dept of Health	Alachua County Environmental Health	224 SE 24th St		Gainesville	FL	32641-3405
FL Dept of Health in Bay County	Biomedical Waste	597 W 11th St		Panama City	FL	32401
FL Dept of Health in Broward County	Biomedical Waste	780 SW 24 Street	Building OPS	Ft Lauderdale	FL	33315
FL Dept of Health in Charlotte County	Biomedical Waste	18500 Murdock Cir	Ste 203	Port Charlotte	FL	33948
FL Dept of Health in Clay County	Biomedical Waste	PO Box 578		Green Cove Springs	FL	32043
FL Dept of Health in Collier County	Biomedical Waste	PO Box 429		Naples	FL	34106-0429
FL Dept of Health in Dade County	Biomedical Waste	1725 167th St		Miami Gardens	FL	33056
FL Dept of Health in DeSoto County	Biomedical Waste	34 South Baldwin Avenue		Arcadia	FL	34266
FL Dept of Health in Duval County	Biomedical Waste-Duval	900 University Blvd N	Ste 300, MC-45	Jacksonville	FL	32211
FL Dept of Health in Duval County	Biomedical Waste-St. Johns	900 University Blvd N	Ste 300, MC-45	Jacksonville	FL	32211
FL Dept of Health in Escambia County	Biomedical Waste-Escambia	1300 W Gregory Street		Pensacola	FL	32502
FL Dept of Health in Escambia County	Biomedical Waste-Okaloosa	1300 W Gregory Street		Pensacola	FL	32502
FL Dept of Health in Escambia County	Biomedical Waste-Santa Rosa	1300 W Gregory Street		Pensacola	FL	32502
FL Dept of Health in Flagler County	Biomedical Waste	PO Box 847		Bunnell	FL	32110
FL Dept of Health in Hernando County	Biomedical Waste	7551 Forest Oaks Blvd		Spring Hill	FL	34606
FL Dept of Health in Hillsborough County	Biomedical Waste	PO Box 5135		Tampa	FL	33675
FL Dept of Health in Indian River County	Biomedical Waste	1900 27th Street		Vero Beach	FL	32960
FL Dept of Health in Jackson County	Biomedical Waste	PO Box 310		Marianna	FL	32447
FL Dept of Health in Lake County	Biomedical Waste	315 W Main Street		Tavares	FL	32778
FL Dept of Health in Lee County	Biomedical Waste	2295 Victoria Ave		Fort Myers	FL	33901
FL Dept of Health in Leon County	Biomedical Waste	PO Box 2745		Tallahassee	FL	32316
FL Dept of Health in Manatee County	Biomedical Waste	410 Sixth Ave E		Bradenton	FL	34208
FL Dept of Health in Marion County	Biomedical Waste-Marion	PO Box 2408		Ocala	FL	34478
FL Dept of Health in Monroe County	Biomedical Waste	PO Box 6193		Key West	FL	33040
FL Dept of Health in Nassau County	Biomedical Waste	PO Box 15100		Fernandina Beach	FL	32035
FL Dept of Health in Orange County	Biomedical Waste	800 N Mercy Drive	Ste 1	Orlando	FL	32808
FL Dept of Health in Osceola County	Biomedical Waste	1 Courthouse Square	Ste 1200	Kissimmee	FL	34741
FL Dept of Health in Palm Beach County	Biomedical Waste	PO Box 29 - Fiscal Office		West Palm Beach	FL	33402
FL Dept of Health in Pasco County	Biomedical Waste	11611 Denton Avenue		Hudson	FL	34667
FL Dept of Health in Pinellas County	Biomedical Waste	8751 Ulmerton Road	Suite 2000	Largo	FL	33771
FL Dept of Health in Sarasota County	Biomedical Waste	1001 Sarasota Center Blvd		Sarasota	FL	34240
FL Dept of Health in Seminole County	Biomedical Waste	400 W Airport Blvd		Sanford	FL	32773
FL Dept of Health in St. Lucie County	Biomedical Waste	5150 NW Milner Dr		Port St. Lucie	FL	34983
FL Dept of Health in Sumter County	Biomedical Waste	PO Box 98		Bushnell	FL	33513
FL Dept of Health in Taylor County	Biomedical Waste	1215 N Peacock Avenue		Perry	FL	32347

State Regulatory Agencies
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AGENCY NAME	AGENCY NAME 2	ADDRESS	ADDRESS 2	CITY	STATE	ZIP CODE
FL Dept of Health in Volusia County	Biomedical Waste	PO Box 9190		Daytona Beach	FL	32120
FL Dept of Health in Washington County	Biomedical Waste	PO Box 648		Chipley	FL	32428
FL Medicaid/Agency for Health Care Administration		2727 Mahan Drive,	MS-4	Tallahassee	FL	32308
Florida Board of Pharmacy	Pharmacy	4052 Bald Cypress Way	Bin C-04	Tallahassee	FL	32399
Florida Board of Pharmacy	Pharmacy	4052 Bald Cypress Way	Bin C-04	Tallahassee	FL	32399
Fort Myers Field Office - Region 8	State Survey Field Office-Charlotte	2295 Victoria Ave.	Room 340	Ft. Myers	FL	33901
Fort Myers Field Office - Region 8	State Survey Field Office-Collier	2295 Victoria Ave.	Room 340	Ft. Myers	FL	33901
Fort Myers Field Office - Region 8	State Survey Field Office-DeSoto	2295 Victoria Ave.	Room 340	Ft. Myers	FL	33901
Fort Myers Field Office - Region 8	State Survey Field Office-Glades	2295 Victoria Ave.	Room 340	Ft. Myers	FL	33901
Fort Myers Field Office - Region 8	State Survey Field Office-Hendry	2295 Victoria Ave.	Room 340	Ft. Myers	FL	33901
Fort Myers Field Office - Region 8	State Survey Field Office-Lee	2295 Victoria Ave.	Room 340	Ft. Myers	FL	33901
Fort Myers Field Office - Region 8	State Survey Field Office-Monroe	2295 Victoria Ave.	Room 340	Ft. Myers	FL	33901
Fort Myers Field Office - Region 8	State Survey Field Office-Sarasota	2295 Victoria Ave.	Room 340	Ft. Myers	FL	33901
GA Dept of Community Health	Certification	2 Peachtree St; Suite 31.477	Specialized Care Unit	Atlanta	GA	30303-3167
GA Dept of Community Health	Licensure	2 Peachtree St; Suite 31.477	Licensure & Certification Section	Atlanta	GA	30303-3167
GA Medicaid/HP Enterprise Services	GA Medicaid Provider Enrollment	100 Crescent Center Pkwy	Ste# 1100	Atlanta	GA	30084
Gadsden County Health Dept	Biomedical Waste	PO Box 1000		Quincy	FL	32353
Gulf County Health Dept	Biomedical Waste	2475 Garrison Ave		Port St. Joe	FL	32456
HP Enterprise Services	FL Medicaid MS Medicaid Provider Enrollment	2671 Executive Center Circle	Ste 100	Tallahassee	FL	32301
IA Dept. of Inspections & Appeals	Certification	321 East 12th Street	Lucas State Office Bldg.	Des Monies	IA	50319-0083
ID Dept. of Health & Welfare		3232 Elder street	P.O. Box 83720	Boise	ID	83720-0036
Idaho Dept of Health	Division of Medicaid	PO Box 70082		Boise	ID	83707
IL Department of Health	Certification	525 W. Jefferson St.	Licensing & Certification	Springfield	IL	62761-
IL Dept of Public Health	IL CLIA PROGRAM	525 W Jefferson St	4th Fl	Springfield	IL	62761
Illinois Department of Public Aid	IL Medicaid Provider Enrollment	607 E Adams St		Springfield	IL	62739
IME - Iowa Medicaid Enterprise	IA Medicaid Provider Enrollment	100 Army Post Road		Des Moines	IA	50315-6241
IN Dept of Health Acute Care Services	Indiana CLIA Program	2 N Meridian St	Room 4 A	Indianapolis	IN	46204
Indiana Dept. of Health Services	Certification	2 N. Meridian Street, Section 4A	Licensing & Certification	Indianapolis	IN	46204-
Indiana Medicaid Program	IN Medicaid Provider Enrollment	950 North Meridian Street	Suite 1150	Indianapolis	IN	46204
Jacksonville Field Office - Region 4	State Survey Field Office-Baker	921 N. Davis St.	Bldg A, Ste 115	Jacksonville	FL	32209
Jacksonville Field Office - Region 4	State Survey Field Office-Clay	921 N. Davis St.	Bldg A, Ste 115	Jacksonville	FL	32209
Jacksonville Field Office - Region 4	State Survey Field Office-Duval	921 N. Davis St.	Bldg A, Ste 115	Jacksonville	FL	32209
Jacksonville Field Office - Region 4	State Survey Field Office-Flagler	921 N. Davis St.	Bldg A, Ste 115	Jacksonville	FL	32209
Jacksonville Field Office - Region 4	State Survey Field Office-Nassau	921 N. Davis St.	Bldg A, Ste 115	Jacksonville	FL	32209
Jacksonville Field Office - Region 4	State Survey Field Office-St. Johns	921 N. Davis St.	Bldg A, Ste 115	Jacksonville	FL	32209
Jacksonville Field Office - Region 4	State Survey Field Office-Volusia	921 N. Davis St.	Bldg A, Ste 115	Jacksonville	FL	32209
Kansas Bureau of Health & Environment		1000 SW Jackson St., Suite 200		Topeka	KS	66612-1274
Kansas City Regional Office - Region 7	R.O. 7 Div. of Survey and Certification Ops	601 East 12th Street	Room 355	Kansas City	MO	64106
Kansas Medical Assistance Program	KMAP Provider Enrollment Unit	6700 SW Topeka Blvd	Ste. 283-J	Topeka	KS	66601
Kentucky Dept. of Health Services		275 East Main Street - 5 East		Frankfort	KY	40621-
Kidney Health Care	State Kidney Program	PO Box 149347	Mail Code 1938	Austin	TX	78714-9347
KY Medicaid Program	KY Provider Enrollment Unit	275 E Main St		Frankfort	KY	40621
Louisiana Medicaid-Molina Medicaid Solutions	LA Medicaid Provider Enrollment	PO Box 80159		Baton Rouge	LA	70898-0159
Madison County Health Department	Madison County Environmental Health	801 SW Smith St		Madison	FL	32340
Maryland Kidney Program	MD Medicaid Provider Enrollment	PO Box 17030		Baltimore	MD	21203
Maryland Medicaid		201 West Preston Street		Baltimore	MD	21201
Massachusetts Department of Health		10 West Street, 5th Floor		Boston	MA	2111
MassHealth	MA Medicaid Provider Enrollment	55 Summer St.	8th Floor	Boston	MA	2110
MD Commission on Kidney Disease					MD	
ME Medicaid/Molina	ME Medicaid Provider Enrollment	189 Water St		Augusta	ME	4330
Miami Field Office - Region 11	State Survey Field Office-Miami-Dade	8333 N.W. 53rd St	Suite 300	Miami	FL	33166
Michigan Dept of Community Health		611 W. Ottawa St.	1st Floor, Ottawa Building	Lansing	MI	48933-1070
Michigan Dept. of Community Health		320 South Walnut St.		Lansing	MI	48933-2014
Minnesota Dept. of Human Services	MN Medicaid Provider Enrollment	540 Cedar St		St. Paul	MN	55101

State Regulatory Agencies
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AGENCY NAME	AGENCY NAME 2	ADDRESS	ADDRESS 2	CITY	STATE	ZIP CODE
Missouri Dept of Social Services	MO Medicaid Provider Enrollment	615 Howerton Ct		Jefferson City	MO	65109
Montana Medicaid - Xerox	MT Medicaid FL Medicaid Provider Enrollment	PO Box 4936		Helena	MT	59604
MS Division of Medicaid	Provider Enrollment	550 High St	Ste 1000	Jackson	MS	39201
MT Dept of Public Health and Human Services		Quality Assurance Div - License Bureau	2401 Colonial Dr	Helena	MT	59620-2953
N.C. Medicaid Provider Enrollment	CSC	2610 Wycliff Road	Suite 102	Raleigh	NC	27607-3073
National Government Services - IL (J6)	IL (J6) Provider Enrollment	P.O. Box 6474		Indianapolis	IN	46206-6474
National Government Services - MA (JK)	MA (JK) Provider Enrollment	P.O. Box 7149		Indianapolis	IN	46207-7149
National Government Services - NH (JK)	NH (JK) Provider Enrollment	P.O. Box 7149		Indianapolis	IN	46207-7149
National Government Services - RI (JK)	RI (JK) Provider Enrollment	P.O. Box 7149		Indianapolis	IN	46207-7149
National Government Services - WI (J6)	WI (J6) Provider Enrollment	P.O. Box 6474		Indianapolis	IN	46206-6474
National Government Services- ME (JK)	ME (JK) Provider Enrollment	P.O. Box 7149		Indianapolis	IN	46207-7149
National Government Services MN (J6)	MN (J6) Provider Enrollment	P.O. Box 6474		Indianapolis	IN	46206-6474
National Government Services, Inc. - NY (JK)	NY (JK) Provider Enrollment	P.O. Box 7149		Indianapolis	IN	46207-7149
National Government Services, LLC - CT (JK)	CT (JK) Provider Enrollment	P.O. Box 7149		Indianapolis	IN	46207-7149
ND Dept of Human Services	Attn: Provider Enrollment	600 E Blvd Ave	Dept 325	Bismarck	ND	58505
ND Dept. of Health		600 East Blvd. Avenue Dept 301		Bismarck	ND	58505-0200
Nebraska Dept. of Health & Human Serv.	Medicaid Provider Enrollment	301 Centennial Mall South		Lincoln	NE	68509
Nebraska Health & Human Services System		301 Centennial Mall South		Lincoln	NE	68509-5007
Nebraska Health & Human Services System	Licensure Unit	301 Centennial Mall South		Lincoln	NE	68509-5007
Nevada Department of Health	Bureau of Licensure & Certification	727 Fairveiw Dr	Ste E	Carson City	NV	89701
Nevada Medicaid Program	NV Medicaid Provider Enrollment	P O Box 30042		Reno	NV	89520-3042
Nevada State Treasurer	Nevada State Lab	727 Fairview Dr	Ste E	Carson City	NV	89701
New Mexico Board of Pharmacy Office	New Mexico Pharmacy	5500 Oakland NE	Ste C	Albuquerque	NM	87109
New Mexico Department of Health		2040 South Pacheco St	2nd Floor Room 202	Santa Fe	NM	87505
New York Dept. of Health		Hedley Park Place	433 River Street, 6th Floor	Troy	NY	12180-
New York Regional Office - Region 2	R.O. 2Div. of Survey and Certification Ops	26 Federal Plaza	Room 37-130	New York	NY	10278-0063
New York State Department of Health		150 Broadway	Suite 6E	Albany	NY	12204
NH Department of Health & Human Services		129 Pleasant St.		Concord	NH	03301-3857
NH Medicaid/Xerox	NH Medicaid Provider Enrollment	2 Pillsbury St.,	Suite 200	Concord	NH	3301
NJ Dept. of Health & Senior Services		171 Jersey St.	Bldg. 5, 1st Floor	Trenton	NJ	8611
NJ Medicaid/Molina	NJ Medicaid Provider Enrollment	P.O. Box 4804		Trenton	NJ	8650
Noridian - AZ (JF)	AZ (JF) Provider Enrollment	900 42nd St S		Fargo	ND	58103
Noridian - CA (JE)	CA (JE) Provider Enrollment	901 42nd St S		Fargo	ND	58103
Noridian - ID (JF)	ID (JF) Provider Enrollment	903 42nd St S		Fargo	ND	58103
Noridian - MT (JF)	MT (JF) Provider Enrollment	904 42nd St S		Fargo	ND	58103
Noridian - ND (JF)	ND (JF) Provider Enrollment	905 42nd St S		Fargo	ND	58103
Noridian - NV (JE)	NV (JE) Provider Enrollment	906 42nd St S		Fargo	ND	58103
Noridian - OR (JF)	OR (JF) Provider Enrollment	900 42nd St S		Fargo	ND	58103
Noridian - SD (JF)	SD (JF) Provider Enrollment	900 42nd St S		Fargo	ND	58103
Noridian - UT (JF)	UT (JF) Provider Enrollment	902 42nd St S		Fargo	ND	58103
Noridian - WA (JF)	WA (JF) Provider Enrollment	900 42nd St S		Fargo	ND	58103
Novitas (AR - JH)	AR (JH) Provider Enrollment	P.O. Box 3095		Mechanicsburg	PA	17055-1813
Novitas (CO - JH)	CO (JH) Provider Enrollment	P.O. Box 3095		Mechanicsburg	PA	17055-1813
Novitas (D.C. - JL)	DC (JL) Provider Enrollment	PO Box 3157		Mechanicsburg	PA	17055-1836
Novitas (DE - JL)	DE (JL) Provider Enrollment	PO Box 3157		Mechanicsburg	PA	17055-1836
Novitas (LA - JH)	LA (JH) Provider Enrollment	P.O. Box 3095		Mechanicsburg	PA	17055-1813
Novitas (MD - JL)	MD (JL) Provider Enrollment	PO Box 3157		Mechanicsburg	PA	17055-1836
Novitas (MS - JH)	MS (JH) Provider Enrollment	P.O. Box 3095		Mechanicsburg	PA	17055-1813
Novitas (NJ - JL)	NJ (JL) Provider Enrollment	PO Box 3157		Mechanicsburg	PA	17055-1836
Novitas (NM - JH)	NM (JH) Provider Enrollment	P.O. Box 3095		Mechanicsburg	PA	17055-1813
Novitas (OK - JH)	OK (JH) Provider Enrollment	P.O. Box 3095		Mechanicsburg	PA	17055-1813
Novitas (PA - JL)	PA (JL) Provider Enrollment	PO Box 3157		Mechanicsburg	PA	17055-1836
Novitas (TX - JH)	TX (JH) Provider Enrollment	P.O. Box 3095		Mechanicsburg	PA	17055-1813
Office of Health Care Quality		Spring Grove Center	55 Wade Avenue, Bland Bryant Bldg	Catonsville	MD	21228-

State Regulatory Agencies
January 2017

AGENCY NAME	AGENCY NAME 2	ADDRESS	ADDRESS 2	CITY	STATE	ZIP CODE
Office of Health Facility	Licensure and Certification	1 Davis Square	Suite 101	Charleston	WV	25301-
Office of Health Regulation		MS Dept of Health 570 E Woodrow Wilson Ave		Jackson	MS	39216
Office of Inspector General	KENTUCKY CLIA PROGRAM	275 East Main Street	5E - A	Frankfort	KY	40621
Ohio Department of Health	DQA / BIOS (Certification)	246 N High St		Columbus	OH	43216-2412
Ohio Department of Health	Non Long Term Care Unit (Survey)	246 N High St		Columbus	OH	43216-2412
Ohio Department of Health	DQA / BIOS (Licensure)	246 N High St		Columbus	OH	43216-2412
Ohio Medicaid Program	OH Medicaid Provider Enrollment	255 East Main Street	2nd Floor	Columbus	OH	43215-5222
Ohio State Board of Pharmacy	Pharmacy	77 South High St	17th Floor	Columbus	OH	43266
Oklahoma Health Care Authority	OK Medicaid Provider Enrollment	4545 North Lincoln Blvd	Suite 124	Oklahoma City	OK	73107
Oregon Department of Human Services	Health Care Licensure and Certification	800 NE Oregon Street	#21, Suite 640	Portland	OR	97232-
Oregon Health Authority	DMAP Provider Enrollment	500 Summer St NE	E44	Salem	OR	97301
Oregon State Public Health Division	Laboratory Compliance Program	3150 NW 29th Avenue	Ste 100	Hillsboro	OR	97124
Orlando Field Office - Region 7	State Survey Field Office-Brevard	400 W. Robinson St.	Hurston South Tower, Suite S309	Orlando	FL	32801
Orlando Field Office - Region 7	State Survey Field Office-Orange	400 W. Robinson St.	Hurston South Tower, Suite S309	Orlando	FL	32801
Orlando Field Office - Region 7	State Survey Field Office-Osceola	400 W. Robinson St.	Hurston South Tower, Suite S309	Orlando	FL	32801
Orlando Field Office - Region 7	State Survey Field Office-Seminole	400 W. Robinson St.	Hurston South Tower, Suite S309	Orlando	FL	32801
PA Dept of Health	Chronic Renal Disease Program	625 Forster St	7th Fl East	Harrisburg	PA	17120
PA Medicaid/Bureau of Fee For Service Programs	PA Medicaid Provider Enrollment	PO Box 8045		Harrisburg	PA	17110
Palmetto GBA - NC (J11)	NC (J11) Provider Enrollment	PO Box 100238		Columbia	SC	29202-3238
Palmetto GBA - SC (J11)	SC (J11) Provider Enrollment	PO Box 100238		Columbia	SC	29202-3238
Palmetto GBA - VA (J11)	VA (J11) Provider Enrollment	PO Box 100238		Columbia	SC	29202-3238
Palmetto GBA - WV (J11)	WV (J11) Provider Enrollment	PO Box 100238		Columbia	SC	29202-3238
Philadelphia Regional Office - Region 3	R.O. 3 Div. of Survey and Certification Ops	150 S. Independence Mall, West		Philadelphia	PA	19106-3413
Program Assurance Unit, Lic. & Certification Program		P.O. Box 64900		St. Paul	MN	55164-0900
Rhode Island Dept of Health	Office of Health Systems Development - CON	Three Capitol Hill	Room 410	Providence	RI	02908-5097
Rhode Island Dept of Health	Office of Health Systems Development	Three Capitol Hill	Room 404	Providence	RI	02908-5097
RI Medicaid/HP	MT Medicaid Provider Enrollment	PO Box 2010		Warwick	RI	2887
San Francisco Regional Office - Region 9	R.O. 9 Div. of Survey and Certification Ops	90 7th Street	Ste 5-300	San Francisco	CA	94103-6707
Seattle Regional Office - Region 10	R.O. 10 Div. of Survey and Certification Ops	701 Fifth Avenue	Ste 1600	Seattle	WA	98104
South Dakota Department of Health	Office of Licensure & Certification	615 East 4th Street		Pierre	SD	57501
South Dakota Dept. of Social Serv.	SD Medicaid Provider Enrollment	700 Governors Drive		Pierre	SD	57501-2291
St. Petersburg Field Office - Regions 5 & 6	State Survey Field Office-Hardee	525 Mirror Lake Drive North	Sebring Building, Suite 410A	St. Petersburg	FL	33701
St. Petersburg Field Office - Regions 5 & 6	State Survey Field Office-Highlands	525 Mirror Lake Drive North	Sebring Building, Suite 410A	St. Petersburg	FL	33701
St. Petersburg Field Office - Regions 5 & 6	State Survey Field Office-Hillsborough	525 Mirror Lake Drive North	Sebring Building, Suite 410A	St. Petersburg	FL	33701
St. Petersburg Field Office - Regions 5 & 6	State Survey Field Office-Manatee	525 Mirror Lake Drive North	Sebring Building, Suite 410A	St. Petersburg	FL	33701
St. Petersburg Field Office - Regions 5 & 6	State Survey Field Office-Pasco	525 Mirror Lake Drive North	Sebring Building, Suite 410A	St. Petersburg	FL	33701
St. Petersburg Field Office - Regions 5 & 6	State Survey Field Office-Pinellas	525 Mirror Lake Drive North	Sebring Building, Suite 410A	St. Petersburg	FL	33701
St. Petersburg Field Office - Regions 5 & 6	State Survey Field Office-Polk	525 Mirror Lake Drive North	Sebring Building, Suite 410A	St. Petersburg	FL	33701
State Hygienic Laboratory	Iowa CLIA Laboratory Program	2490 Crosspark Road	Ste E	Coralville	IA	52241
State of Louisiana Dept of Health & Hospitals		P.O Box 3767		Baton Rouge	LA	70821-3767
State of Oklahoma Health Dept.		1000 N. E. Tenth Street	Room 1114	Oklahoma City	OK	73117-1299
Tallahassee Field Office - Regions 1 & 2	State Survey Field Office-Bay	2727 Mahan Drive	Mail Stop 46	Tallahassee	FL	32308
Tallahassee Field Office - Regions 1 & 2	State Survey Field Office-Calhoun	2727 Mahan Drive	Mail Stop 46	Tallahassee	FL	32308
Tallahassee Field Office - Regions 1 & 2	State Survey Field Office-Escambia	2727 Mahan Drive	Mail Stop 46	Tallahassee	FL	32308
Tallahassee Field Office - Regions 1 & 2	State Survey Field Office-Franklin	2727 Mahan Drive	Mail Stop 46	Tallahassee	FL	32308
Tallahassee Field Office - Regions 1 & 2	State Survey Field Office-Gadsden	2727 Mahan Drive	Mail Stop 46	Tallahassee	FL	32308
Tallahassee Field Office - Regions 1 & 2	State Survey Field Office-Gulf	2727 Mahan Drive	Mail Stop 46	Tallahassee	FL	32308
Tallahassee Field Office - Regions 1 & 2	State Survey Field Office-Holmes	2727 Mahan Drive	Mail Stop 46	Tallahassee	FL	32308
Tallahassee Field Office - Regions 1 & 2	State Survey Field Office-Jackson	2727 Mahan Drive	Mail Stop 46	Tallahassee	FL	32308
Tallahassee Field Office - Regions 1 & 2	State Survey Field Office-Jefferson	2727 Mahan Drive	Mail Stop 46	Tallahassee	FL	32308
Tallahassee Field Office - Regions 1 & 2	State Survey Field Office-Liberty	2727 Mahan Drive	Mail Stop 46	Tallahassee	FL	32308
Tallahassee Field Office - Regions 1 & 2	State Survey Field Office-Leon	2727 Mahan Drive	Mail Stop 46	Tallahassee	FL	32308
Tallahassee Field Office - Regions 1 & 2	State Survey Field Office-Madison	2727 Mahan Drive	Mail Stop 46	Tallahassee	FL	32308
Tallahassee Field Office - Regions 1 & 2	State Survey Field Office-Okaloosa	2727 Mahan Drive	Mail Stop 46	Tallahassee	FL	32308

State Regulatory Agencies
January 2017

AGENCY NAME	AGENCY NAME 2	ADDRESS	ADDRESS 2	CITY	STATE	ZIP CODE
Tallahassee Field Office - Regions 1 & 2	State Survey Field Office-Santa Rosa	2727 Mahan Drive	Mail Stop 46	Tallahassee	FL	32308
Tallahassee Field Office - Regions 1 & 2	State Survey Field Office-Taylor	2727 Mahan Drive	Mail Stop 46	Tallahassee	FL	32308
Tallahassee Field Office - Regions 1 & 2	State Survey Field Office-Wakulla	2727 Mahan Drive	Mail Stop 46	Tallahassee	FL	32308
Tallahassee Field Office - Regions 1 & 2	State Survey Field Office-Walton	2727 Mahan Drive	Mail Stop 46	Tallahassee	FL	32308
Tallahassee Field Office - Regions 1 & 2	State Survey Field Office-Washington	2727 Mahan Drive	Mail Stop 46	Tallahassee	FL	32308
Tennessee Department of Health	Division of Health Care Facilites (Licensure)	227 French Landing, STE 501	665 Mainstream Dr 2nd Fl	Nashville	TN	37243
Texas Department of State Health Services	Zone I	8407 Wall St	8407 Wall Street	Austin	TX	78754
Texas Department of State Health Services	Zone II	1301 South Bowen	1301 South Bowen, Ste 200	Arlington	TX	76013
Texas Department of State Health Services	Zone III	2303 SE Military Dr	2303 Military Drive, Bldg 514	San Antonio	TX	78223-3597
Texas Department of State Health Services	Zone IV	5425 Polk Ave	5425 Polk Ave, Ste J	Houston	TX	77023-1497
Texas Department of State Health Services	Zone V	1517 West Front St	2521 West Front St	Tyler	TX	75702
TN Bureau of TennCare	TN Provider Enrollment Unit	310 Great Circle Road	2W	Nashville	TN	37243
Tricare North	TriCare North Provider Enrollment	P. O. Box 870141		Surfside Beach	SC	29587-9741
Tricare South	Provider Data Management	P.O. Box 7032	Provider Data Management	Camden	SC	29021-7032
Tricare West	TriCare West Provider Enrollment	P.O. Box 7065		Camden	SC	29021-7065
TX Medicaid and Healthcare Partnership	TX Medicaid Provider Enrollment	12357 B. Riata Trace Pkwy.		Austin	TX	78727-6474
UT Medicaid/Bureau of Medicaid Operations	UT Medicaid Provider Enrollment	PO Box 143106		Salt Lake City	UT	84114
Utah Department of Health	Manager, Facility Licensing	P.O. Box 144103	288 North 1460 West	Salt Lake City	UT	84114-4103
Utah Department of Health	Manager, Facility Licensing	P.O. Box 144103	288 North 1460 West	Salt Lake City	UT	84114-4103
VA Department of Health Services		9960 Mayland Drive	STE 401	Henrico	VA	23233
VA Department of Health Services		9960 Mayland Drive	STE 401	Henrico	VA	23233
VA Medicaid/Xerox	Virginia Medicaid Provider Enrollment Services	PO Box 26803		Richmond	VA	23261
WA Health Care Authority Legal Services & Admi	State Kidney Program	PO Box 42702		Olympia	WA	98504
Washington State Healthcare Authority	WA Medicaid Provider Enrollment	PO Box 45562		Olympia	WA	98504
WI Bureau of Quality Assurance		1 West Wilson Street	P.O. Box 2969	Madison	WI	53703-3445
Wisconsin Chronic Disease Program	WCDP Provider Enrollment	313 Blettner Blvd		Madison	WI	53784
Wisconsin Medicaid Program	Provider Enrollment Dept	313 Blettner Blvd		Madison	WI	53784
Wisconsin Physician Services - IA (J5)	IA (J5) Provider Enrollment	P.O. Box 8248		Madison	WI	53708-8248
Wisconsin Physician Services - IN (J8)	IN (J8) Provider Enrollment	P.O. Box 8248		Madison	WI	53708-8248
Wisconsin Physician Services - MI (J8)	MI (J8) Provider Enrollment	P.O. Box 8248		Madison	WI	53708-8248
Wisconsin Physician Services - NE (J5)	NE (J5) Provider Enrollment	P.O. Box 8248		Madison	WI	53708-8248
Wisconsin Physicians Services - KS (J5)	KS (J5) Provider Enrollment	P.O. Box 8248		Madison	WI	53708-8248
Wisconsin Physicians Services - MO (J5)	MO (J5) Provider Enrollment	P.O. Box 8248		Madison	WI	53708-8248
WV Medicaid/Molina	WV Medicaid Provider Enrollment	1600 Pennsylvania Avenue		Charleston	WV	25302
Wyoming Department of Health		2020 Carey Ave. - 8th floor		Cheyenne	WY	82002-

Appendix 14

Accepting Patients for Treatment
Indigent Care Policy
Involuntary Transfer Procedure
Patients Rights Policy

Printed copies are for reference only. Please refer to the electronic copy for the latest version.

TITLE: ACCEPTING END STAGE RENAL DISEASE PATIENTS FOR TREATMENT

PURPOSE: To establish requirements for admitting End Stage Renal Disease (ESRD) patients to a DaVita dialysis facility and to allow DaVita to obtain necessary information from the patient/personal representative and to enter the correct information into the appropriate information system prior to providing dialysis treatment to a patient at a DaVita dialysis facility.

DEFINITION(S):

Visiting patient: A patient who is visiting a facility and plans to return to his/her home facility within 30 days. A visiting patient refers to patients visiting from a non-DaVita facility to a DaVita facility as well as visiting from a DaVita facility to another DaVita facility.

Medical Evidence Report Form (CMS 2728): Required by Medicare to determine if an individual is medically entitled to Medicare under the ESRD provisions of the law and to register patients with the United States Renal Data System. The 2728 form is used as the primary source in determining the COB for patient's insurance. Physicians have a 45 day grace period to sign the 2728 form when the patients are new to dialysis. A patient is generally only required to complete the 2728 form once, not for every facility visit or transfer (Refer to *Completion of Centers for Medicare & Medicaid Services (CMS) 2728,* available on the Clinical P&P website in Vol. 3. on the VillageWeb).

Medicare Secondary Payor Form (MSP): Determines if a commercial Employer Group Health Plan (EGHP) (or other insurance carrier) will be primary payer. This form is completed online in the Registration System and must be completed for all patients who have Medicare coverage when they start treatment at DaVita.

Patient Authorization and Financial Responsibility Form (PAFR): Document that informs patients of their financial obligations regarding services provided to them by DaVita. The form must be signed and witnessed prior to the start of the first dialysis treatment By signing the PAFR, the patient/personal representative is assigning the payment for services provided by DaVita, directly to DaVita from insurance companies. The PAFR form must be signed each year at each DaVita facility where the patient receives treatments.

Note: California facilities: For all Medi Cal patients (Medicaid program for California), a new form must be signed the first full week in January regardless of dialysis start date. Example: First date of DaVita Dialysis 12-31-2011, need PAFR for December and one for January 2012.

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Origination Date: September 2006
Revision Date: March 2008, September 2008, December 2008, April 2009, September 2009, October 2010, September 2011, September 2012, March 2013, September 2013, March 2014, September 2014, March 2015, September 2015, March 2016, December 2016

Permanent patient: A patient who has selected a DaVita dialysis facility as his/her home facility.

Personal Representative: An individual who is legally appointed, designated and/or authorized pursuant to state law to: (a) make health care decisions on behalf of a patient, or (b) act on behalf of a deceased individual or a deceased individual's estate. Reference: *Personal Representatives of Patients* (available on the HIPAA website on the VillageWeb).

Transfer patient: An existing dialysis patient who is permanently relocating from any dialysis facility to a DaVita dialysis facility. Once the transfer is complete, the patient will become a "permanent patient."

POLICY:

1. DaVita will accept and dialyze patients with renal failure needing a regular course of dialysis without regard to race, color, national origin, gender, sexual orientation, age, religion, or disability if:

    a. The admitting physician or Medical Director must provide the appropriate diagnosis of Acute Kidney Injury (AKI) or End Stage Renal Disease (ESRD) in the treatment orders prior to a patient's first treatment.

    b. If the Nephrologist determines patient renal status of AKI and decides to admit, follow the policy: *Accepting Patients with Acute Kidney Injury for Treatment.*

    c. If the Nephrologist determines patient renal status of ESRD, follow the policy outlined below for admission.

    d. Final decision on whether or not the candidate patient will be admitted rests with the Medical Director. The Medical Director's determination is based on assessment of the facility's ability to safely dialyze the candidate patient without adversely affecting the quality and safety of all patients.

    e. Should the patient not have an admitting physician, refer to: *Patients without an Admitting Physician* policy (available on the Team Quest website on the VillageWeb).

    f. The patient's care can be managed in an outpatient dialysis facility according to individual modality.

    g. The patient is under the care of a nephrologist who is credentialed in the DaVita facility.

h. There is adequate treatment space, equipment and appropriately trained staff available to provide appropriate care to the patient.

i. The patient (a) has been verified as Medicare or Medicaid eligible and/or has private insurance coverage issued by an Insurance Provider licensed and operating in the United States or United States Territories which has been verified, and from which an authorization for treatment has been received by DaVita as required, (b) accepts financial responsibility for care by signing the *Patient Authorization & Financial Responsibility* (PAFR) Form.

   i. Patients who are uninsured must be authorized at the facility level with written approval by the facility's Divisional Vice President (DVP), or their designee, prior to treatment. (*Cash Payment Fee Schedule for Patients with no Insurance Coverage Policy* (available on the ROPS website on the VillageWeb).

   ii. Patients who have an out-of-state Medicaid plan that will not pay for treatment(s) cannot be requested to pay for these services, either as primary or secondary to Medicare. Admittance to the facility must be authorized at the facility level with written approval by the facility's DVP, or their designee, prior to treatment.

   iii. Patients who are out-of-network and have no out of network benefits must be authorized at the facility level with written approval by the facility's DVP, or their designee, prior to treatment.

2. Patients without adequate medical insurance coverage will be responsible to pay their portion of the cost prior to actual treatment.

3. All visiting patients, including patients visiting a non-contracted facility, will be responsible to sign a new PAFR Form specific to the visiting facility.

4. The facility will obtain height and weight on all visiting patients, including patients visiting a non-contracted facility. This information will be recorded in Snappy on the first treatment in the visiting facility.

5. A Purchase Order for services and treatments outside of their area is required prior to treatment for patients who have Indian Health Services coverage.

6. Any new patient who is uninsured must be approved for treatment by the facility's DVP, or their designee, prior to treatment.

7. DaVita dialysis facility will transmit the required information to the corresponding Corporate Business Office (CBO) ROPS registration teammate upon notification of a new or visiting patient.

8. ROPS registration teammate will verify all insurances and obtain authorization if needed to complete the registration process.

9. Visiting patients must make payment for non-covered, and out of network services in the form of cashier's check, money order, travelers check, American Express, Visa, Discover or MasterCard prior to treatment. Please see *Money Received at Centers Policy* and *Credit Card Process Policy* (available on the ROPS website on the VillageWeb).

10. DaVita will bill using the name and number as it appears on the beneficiary Medicare card or other document confirming the patient's health care coverage through a third party, and as the patient's name is confirmed by two (2) additional forms of identification which has the patient's current legal name listed on it. Reference DaVita's *Patient Identification and Verification Policy Attachment A: Acceptable Forms of Personal Identification* (available on the eP&P site Dialysis Regulatory and Ancillary Policies & Procedures folder) for acceptable forms of personal identification. Reference DaVita's *Entering Patient's Name Policy* (available on the ROPS website on the VillageWeb) for guidance on entering patient name into DaVita systems.

11. If any information on the beneficiary Medicare card is incorrect, DaVita will advise the beneficiary to contact their local servicing Social Security Office to obtain a new Medicare card.

12. If information contained on the insurance card is incorrect, DaVita will advise the policyholder to contact their insurance company to obtain a new insurance card. All insurance cards should match the patient's identification. The patient must produce evidence that a change was initiated with the appropriate insurance carrier within 90 days of the noted discrepancy.

13. There are four (4) mandatory data elements for any patient to be registered in Registration System. These fields must be completed accurately prior to treatment. Required Registration System fields are:

    a. First and last name;

    b. DOB (date of birth);

    c. Anticipated start date at DaVita; and

d. An ICD-9/ICD-10 code(s), representing the condition (ESRD) as specified by the admitting physician (may also consult the hospital discharge/pre-discharge summary).

14. Listed below are the following documents that are required for in-center dialysis patients and home dialysis patients prior to first treatment at a DaVita Dialysis facility, unless otherwise required by applicable state regulation:

a. Patient demographics and insurance information;
b. Copy of History and Physical (within the last year – must be legible);
c. Hepatitis and TB Testing Results: For Hepatitis and TB testing requirements, refer to policies: *Hepatitis Surveillance, Vaccination and Infection Control Measures* and *Tuberculosis Infection Control Policy* (available on the eP&P site Incenter Hemodialysis Policies & Procedures, Peritoneal Dialysis and Home Hemodialysis folders); Note: Hepatitis C testing is strongly recommended, but not required;
d. Copy of current hemodialysis orders for treatment;
e. Two (2) forms of personal identification, in addition to the patient's insurance card, verifying the patient's legal name and current legal residence, one of which is a picture ID. Reference DaVita's *Patient Identification and Verification Policy Attachment A: Acceptable Forms of Personal Identification* (available on the eP&P site Regulatory and Ancillary Policies and Procedures folder) for acceptable forms of personal identification;
f. All copies of patient's current insurance cards-front and back;
g. Initiation of CMS 2728. Once completed, within the 45-day guideline, it should include the patient's and nephrologists' signature and date. This is the official document of the patient's first date of dialysis ever, first dialysis modality, and provides transplant information, if applicable; *Patient Authorization & Financial Responsibility Form* (PAFR). Must be signed and witnessed prior to the start of the first dialysis treatment. This form allows DaVita to receive payment from insurance companies and informs the patient of the financial responsibilities regarding treatment provided to them. Without a signed PAFR Form, DaVita may not be reimbursed for services provided to the patient;
h. Medicare Secondary Payor Form (MSP). Determines if a commercial Employer Group Health Plan (EGHP) will be primary payor. Must be completed for all patients who have Medicare coverage when they start treatment at DaVita;
i. DaVita's *Notice of Privacy Practices.* Each patient/personal representative will be provided with the notice.

Facilities may elect to require documents a. through h. listed above prior to admission to a DaVita Dialysis facility.

For patients who have dialyzed before* (permanent transfers or visiting patients) the following will also be required:

a. Copy of most recent Plan of Care including: Nursing, Dietary and Social Work Assessments;
b. Copies of three (3) flowsheets within two (2) weeks of requested treatment(s);
c. Monthly labs within 30 days prior to first treatment date including hematocrit, hemoglobin, URR, electrolytes.
d. Current list of medications being administered to patient in-center and at home (recommended for patient to bring in current medications at time of first treatment);
e. Allergies;
f. Access Information;
g. Hospitalization Discharge information; and
h. Advance Directives, if patient has executed an Advance Directive and confirmed with patient as current.

*For patients displaced by disaster/emergency event, please see policy: *Facility Emergency and Disaster Plan.*

15. The following document is to be requested (but not required) for a safe transition of care for in-center dialysis patients and home dialysis patients prior to admission to a DaVita Dialysis facility:

    a. Consultations (Hematology, GI, Cardiology).

16. Unless otherwise provided for under this policy, prior to the first treatment at the facility, all patients, including Transfer, Guest, and Permanent Patients will be given the following documents to read and sign:

    a. Patient Rights;

    b. Patient Responsibilities;

    c. Patient Authorization and Financial Responsibility Form (PAFR);

    d. Patient Standards of Conduct;

    e. Patient Grievance Procedure;

    f. Authorization for and Verification of Consent to Hemodialysis/Peritoneal Dialysis;

    g. HIPAA Permission to Discuss;

h. HIPAA Notice Acknowledgement form; and

i. Affidavit of Patient Identification form (Note: This form is only given if the patient or Personal Representative on behalf of the patient is not able to produce the requested two (2) forms of personal identification verifying the patient's legal name and current legal residence upon admission or within seven (7) days of admission).

17. The patient/personal representative will agree to follow the *Patient's Rights and Responsibilities, Patient's Standards of Conduct and the Patient Grievance Procedure.* (Refer to *Patient's Standards of Conduct; Patient Grievance Procedure; Patient Rights and Responsibilities* available on the eP&P site Dialysis Regulatory and Ancillary Policies & Procedures folder).

18. Visiting patients are only required to sign the *Patient's Rights and Responsibilities, Patient's Standards of Conduct and the Patient Grievance Procedure* one time for each DaVita facility they visit, as long as these forms are visibly posted at the facility, unless there are changes made to any of those forms/policies, or state specifications require otherwise.

19. If the patient, or Personal Representative on behalf of the patient, is not able to produce the requested two (2) forms of personal identification verifying the patient's legal name and current legal residence, the teammate admitting the patient should follow the procedures set forth in the *Patient Identification and Verification Policy* (available on the eP&P site Dialysis Regulatory and Ancillary Policies & Procedures folders), and any other relevant policies based on the situation at hand.

20. Any conflict with the criteria established or refusal to sign appropriate consents and authorization to bill would constitute a need for prior written authorization by the facility's DVP or designee.

21. Other than a PAFR which is always required, a permanent DaVita patient may be treated at a DaVita facility other than his /her home facility without completing the required documentation,when:

a. The attending nephrologist has privileges at both the facilities in question (the patient's home facility and the anticipated visiting facility);

b. A visiting record is generated by the home facility at least one hour before the scheduled treatment;

c. The Facility Administrator (FA) at the visiting facility agrees to treat the patient; and

d. The visiting facility has the space and resources to treat the patient.

22. All other exceptions to this policy are subject to approval by the DVP for the region/division.

23. Clinical documentation: add all to ESRD

    a. Use ICD-9/ICD-10 code(s) as specified by admitting physician for justification in the dialysis treatment order

24. Use ICD-9/ICD-10 code(s) as specified by admitting physician for justification in all medication and laboratory orders

ATTACHMENTS:

Attachment A: Procedures for Accepting Patients for Treatment

Teammates are expected to report possible violations of this policy and procedure. You may make your report to an appropriate DaVita manager, to the Corporate Compliance Hotline (1-888-458-5848 or DaVitaComplianceHotline.com.) DaVita has a Non-Retaliation policy and will not tolerate any form of retaliation against anyone who files a Compliance report in good faith. Reports can be made anonymously or you may request confidentiality. Questions regarding this policy should be directed to policies&procedures@davita.com.

Printed copies are for reference only. Please refer to the electronic copy for the latest version.

TITLE: PATIENT BEHAVIOR AGREEMENTS, 30 DAY DISCHARGE, INVOLUNTARY DISCHARGE OR INVOLUNTARY TRANSFER

PURPOSE: To provide guidance on Patient Behavior Agreements, 30 Day Discharge, Involuntary Discharge or Involuntary Transfer. These may become necessary when a patient does not conform to the *Patient's Standards of Conduct* and/or *Patient's Rights, Responsibilities and Facility Rules.* When a facility is considering involuntary discharge, the patient is automatically designated as "unstable" and therefore requires an assessment. The Interdisciplinary Team (IDT) must assess the patient with an intent to identify any potential action or plan that could prevent the need to discharge or transfer the patient involuntarily.

POLICY:

Disruptive, Non-Threatening Behavior:

1. If the patient's behavior is disruptive to the facility, but is non-threatening, a comprehensive patient assessment will be completed by the Interdisciplinary Team (IDT) in order to identify any potential action or plan of correction required. The assessment must focus on identifying the root causes of the disruptive behavior and result in a plan of care aimed at addressing those causes and resolving disruptive behavior. This assessment may require a change in health status to unstable.

2. At the completion of the assessment, a Patient Care Conference (PCC) is required. The IDT should meet with the patient in a conference setting. The PCC will specifically address patient behavior and any patient concerns. The PCC and assessment will be documented in the medical record.

3. If the patient's behavior continues to be disruptive to the facility, but is non-threatening to others, the patient should receive a First Letter of Concern. This letter will be written in collaboration with your Risk Manager and will provide specific details of the patient's behavior and concerns the facility has regarding the patient's behavior.

Threatening Behavior/Behavior Agreements:

4. If at any time teammates or other patients feel an immediate severe threat or safety is a concern, the police should be notified immediately via 911. (See **Immediate Severe Threat** below).

5. If a patient's behavior in the dialysis facility is threatening, either verbally or physically, the treatment that day will be terminated and the patient will be asked to leave the facility. The facility will immediately notify the Medical Director, the patient's physician, the Regional Operations Director (ROD), the ESRD Network and the Risk Manager.

6. In collaboration with the ESRD Network, the facility and Risk Manager will make a determination of whether the patient should be immediately discharged from the facility due to the nature of the threatening behavior or placed on a Behavior Agreement. The collaboration with the ESRD Network will be documented in the medical record.

7. If it is determined that a Behavior Agreement is appropriate, the Behavior Agreement will be drafted in collaboration with the Risk Manager and address the behavior exhibited. The Medical Director, patient's physician, ROD, Divisional Vice President (DVP) and ESRD Network will be notified. A PCC will be scheduled with the patient and IDT to discuss the Behavior Agreement. The Behavior Agreement will also be mailed to patient via certified mail, return receipt requested.

8. Behavior Agreements will not be used for non-adherence or for patients who choose to sign off Against Medical Advice (AMA).

30 Day Discharge, Involuntary Transfer and Involuntary Discharge:

9. Lost to Follow-Up is defined as a patient who has not dialyzed for 30 days at the facility and the dialysis facility is unable to located the patient. In the event that a patient is considered Lost to Follow-Up and at risk for involuntary discharge, dialysis facilities are to notify their ESRD Network. Notify the Risk Manager for further guidance.

10. If the patient acts in violation of the Behavior Agreement, your Risk Manager is to be notified for further direction. The facility and Risk Manager will consult with the ESRD Network regarding 30 day discharge or involuntary discharge or transfer to another facility.

11. The patient's physician and facility Medical Director must be notified of the pending involuntary transfer or discharge and provide a signed order. This notification and order will be documented in the patient's medical record.

12. The ROD, DVP, State agency and ESRD Network must be notified of the involuntary discharge. If a 30 day notice is given, the effective date is the day the notice is written. This notification will be documented in the medical record.

13. The patient has the right to choose and to change physician and/or treatment facility provided that the new physician and/or facility can reasonably accommodate the patient. The patient is advised to confirm that the facility under consideration has been certified by Medicare.

14. Social Worker/designee will provide the patient with a list of area dialysis facilities (DaVita and non DaVita) that may be able to accept the patient, and the patient will be allowed to provide input as to facility preference. The patient will be advised to consult with his or her treating physician about alternative treatment options and to confirm the physician has privileges at selected dialysis facilities.

15. Good faith efforts should be made to place the patient at the patient's preferred facility and/or find the closest facility to the patient's residence that will accept the patient in transfer. The patient will be informed that DaVita cannot guarantee the transfer to the identified facility. The applicable patient's medical record must include evidence of those placement efforts.

16. The goal of contacting another dialysis facility is for continuity of care and the HIPAA privacy rules do not require patient consent to contact another dialysis facility. The HIPAA privacy rule does limit sharing of protected health information to medical records requested by the other provider and prohibits sharing information obtained through hearsay.

Immediate Severe Threat:

17. If it is determined that a patient will be immediately discharged due to the nature of the threatening behavior ("immediate, severe threat"), 30 day patient notice is not required. An immediate severe threat is considered to be a threat of physical harm. For example, if a patient has a gun or a knife or is making credible threats of physical harm, this would be considered an "immediate severe threat". An angry verbal outburst or verbal abuse is not considered to be an immediate severe threat.

18. In instances of an immediate severe threat, facility teammates may utilize "abbreviated" involuntary discharge or transfer procedures. These abbreviated procedures may include taking immediate protective action such as calling "911" and asking for police assistance. In this scenario, there may not be time or opportunity for re-assessment, intervention, or contact with another facility for possible transfer.

19. After the emergency is addressed and teammates and other patients are safe, teammates must notify the Medical Director, patient's physician, Risk Manager, ROD and DVP, State agency and ESRD Network of the involuntary discharge. Document this notification and the exact nature of the "immediate severe threat" in the patient's medical

record. The Risk Manager may recommend onsite security for a period of time after the discharge of the patient (mutually agreed upon by Operations and Risk Manager).

Discharge for Lack of Physician Coverage:

20. If the reason for discharge is the physician's determination to no longer care for a particular patient and there is no other physician available that is willing to accept the patient, generally the state practice boards for physicians require the patient be given some notice to avoid a charge of patient abandonment. The facility will need to follow this regulation as to reassessment, 30 day notice of discharge, attempts for placement, etc. during the physician's period of notice to the patient. The Facility Administrator/designee should follow state law requirements regarding notice.

TITLE: **Patient Financial Evaluation Policy**

PURPOSE:
To establish policies and procedures for the individualized determination of patient financial need for services provided by DaVita.

DEFINITIONS:
Obligation – The amount a patient must pay for dialysis and related services after all other third party payers (Medicare, Medicaid, commercial insurers, etc.) have paid DaVita, including copayments, coinsurance, deductibles, noncovered services and self-pay amounts.

PFE – Patient Financial Evaluation form (Addendum A) utilized to determine a patient's individual financial status and ability to pay the patient's Obligation.

Patient Assistance – The amount by which the patient's Obligation is reduced as a result of the PFE. Patient Assistance may be a full or partial reduction of the patient's Obligation.

Patient Assistance Scale – Sliding scale based on the Federal Poverty Guidelines used to determine the level of Patient Assistance for which the patient is eligible. (Addendum B)

Household Size – All persons residing in the same household as determined by this Policy.

Household Income – income of all persons identified in Household Size. Visitor – A patient who is at the facility for less than 30 consecutive days.

POLICY:
DaVita may provide Patient Assistance related to Patient Obligations based on an individualized determination of a patient's financial need. Any approval for Patient Assistance will be based on current facts and the agreement of the patient to maintain current coverage. Any amounts paid by an insurance company directly to the patient for services furnished by DaVita must be paid to DaVita and are not included in the patient Obligation amounts eligible for Patient Assistance.

Patients with previously approved PFEs will continue to receive Patient Assistance under the prior agreement until the first of any of the following events occurs:

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TITLE: **Patient Financial Evaluation Policy**

- Current PFE expires
- Insurance coverage changes
- Patient notifies DaVita of a change in household size or income and requests an updated PFE

PROCEDURE:

A Patient Financial Evaluation (Addendum A) may be offered for patients who have a patient Obligation and have indicated some financial need to a DaVita Teammate. If the patient refuses and/or declines offer of a PFE, the Social Worker must inform the patient that he/she is responsible for the full amount of the patient Obligation.

For patients within the state of Rhode Island, if a Community Health Center, listed on Attachment C, refers a patient and notifies the center that the patient has NO insurance and a household income up to the 200% of the Federal Poverty Limits (Full Waiver level on the PFE Scale), the center will require no further documentation from that patient and the patient will qualify for a full waiver PFE.

The PFE applies equally to all patients, without regard to the source of payment. Prior to applying for Patient Assistance, the patient must make a good faith effort to obtain insurance and exhaust all coverage options that will improve the patient's insurance coverage. All patients must have a current signed PAFR on file in order to apply for a PFE; California patients must have a PAFR signed within the current calendar year.

Patient Assistance is based on household financial status and the ability to pay after all other options for third party coverage and payment has been exhausted. The Social Worker (SW) or center designee is required to document these efforts to obtain any and all third party coverage in the patient's account record.

All patients must apply for Medicaid programs and any other available state financial assistance programs prior to applying for a PFE and provide copy of denial/approval with PFE application. If an uninsured patient is not able to apply for Medicaid, the Social Worker must document the reason. Note that patients with Medicare coverage MUST seek apply for Medicaid.

This policy is not available to patients who have had lapses in insurance coverage that the patient could control or other forms of patient non-compliance with obtaining or maintaining insurance coverage, including but not limited to; the failure to pay premiums or provide documentation necessary. If a patient is being discharged from a hospital, the patient must first attempt to secure a Single Patient Agreement (SPA) prior to utilizing the PFE Policy. Should the patient fail or refuse to provide the required PFE documentation, the patient will be discharged according to the procedures outlined in the Non-Payment Discharge Policy.

TITLE: **Patient Financial Evaluation Policy**

This policy is not applicable when superseded by state law. Patients who have a Cash Pay Agreement with the center do not qualify. DaVita reserves the right to deny or revoke patient assistance at its full discretion.

An existing PFE applies to all DaVita centers, even when the patient is a Visitor. PFEs cannot be used for visiting charges only.

With regard to any state law regarding patient "share of cost" or spend-down obligations for Medicaid, the patient shall be considered to have (1) incurred expenses for medical services and (2) assumed legal responsibility for medical services expenses, as of the date that medical services having a cost or charge equal to or greater than the amount of the patient's share of cost or spend- down obligations actually were rendered to the patient. This is the date the patient Obligation is created, notwithstanding any later application of Patient Assistance to the patient Obligation amount.

The patient is required to provide proof of Household Size and Personal Income to determine eligibility for Patient Assistance to the Social Worker or designee.

Household Size - at least one of the following documents showing proof of the household size:

- Federal Tax Return – No later than previous tax year and signed.
- State Assistance Program letters which name household members.
  - Social Security Letters which name all parties in one letter.

If the patient is unable to produce the above documents and is not otherwise covered by a government health plan, the following documents may be used to support household size:

- School records that identify an address for the children stated as part of the household that matches a lease agreement or address on a utility bill in the name of the patient
- Copy of an official marriage license
- Copy of Official birth certificate
- Court records for legal guardianship
- Adoption records
- Proof of domestic partnership

*If we do not have evidence that the patient's household size is different, we will default to one person.

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TITLE: **Patient Financial Evaluation Policy**

Income – The patient ***must*** provide at least one (1) of the following documents listed in Column A showing proof of income. If the patient is not able to provide any of the documentation listed in Column A, patient ***may*** provide at least two (2) of the documents listed in Column B, ***or*** at least three (3) of the documents listed in Column C.

*Please note, if patient is currently a financial need patient of DaVita Healthcare Partners Inc., the patient must provide an item of documentation from Column A. Additionally, any patient that is eligible for a government health plan (e.g., Medicare, Medicaid) must submit documentation from Column A.

If patient is not able to provide the **required** income verification documentation listed in Columns A, B and C, patient must provide a signed document explaining his/her situation that prevents the patient from furnishing the required documentation.. If the patient is able to provide the required income verification documentation listed in Columns A, B and C but refuses to do so, the patient is not eligible for Patient Assistance under this Policy.

OR

If patient is not able to provide the **required** income verification documentation listed in Columns A, B and C, patient may complete a W-7 Form to file for an IRS Individual Taxpayer Identification Number (ITIN). Once the patient has received an ITIN, the patient may either file a federal income tax return and submit a copy as stated in Column A or sign an affidavit explaining why the patient is not required to file a federal income tax return.

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TITLE: **Patient Financial Evaluation Policy**

Income Verification

Column A	Column B	Column C
✓ Federal Income Tax Return from no later than the previous year ✓ W2-form or 1099 from no later than the previous year ✓ Social Security Statement of Earnings (cannot be older than the previous tax year) ✓ One (1) consecutive month of paycheck stubs (within 60 days of PFE application) ✓ Retirement Income (Annuity, Pension, Dividends Paid Out, Veteran's Benefits) ✓ Copy of Medicaid Application (including Emergency Medicaid) along with Approval/Denial Letter	✓ Credit Check Report ✓ Document of Assets ✓ Bank Statements (last 3 months) ✓ Worker's Compensation income statements ✓ Unemployment Compensation Determination Letter ✓ Statement from Employer of employment and salary ✓ Documentation of Homeless Shelter Use	✓ *Living Expenses (i.e. rent, utility bills, cell phone carrier bill, grocery receipts, etc) along with copies of checks paid or money order receipts paying such expenses ✓ Food Stamp Benefit Information ✓ Proof of Participation in other Government Assistance Programs ✓ Court Documentation of Bankrupt Condition ✓ Proof of Residence in Area of High Poverty ✓ Proof that family is eligible for free or reduced-fare school lunch ✓ Children's School Records ✓ Strike Benefits from Union Funds ✓ Alimony ✓ Child Support ✓ PFE from another institution ✓ Other Documents of Sources of Income *Living Expenses shall not be used to offset income or determine actual expenses; rather, Living Expenses shall be used as a proxy for income that cannot otherwise be proved.

Any change in family size or insurance coverage will require a new application to be submitted. A change in insurance coverage will cause any current PFE to terminate.

The patient must sign the PFE stating that all information provided is accurate. A PFE lacking proof of income and/or family size will be denied.

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TITLE: **Patient Financial Evaluation Policy**

Determination for awarding Patient assistance will be based on the attached Patient Assistance Scale (Addendum B).

1. Household income and household size of patient compared to a % of the federal poverty guidelines per the Patient Assistance Scale (Addendum B).
2. If the patient qualifies for 100% assistance, deeming him/her indigent, the patient will not be billed for any patient Obligations.
3. If the patient qualifies for partial Patient Assistance, he/she will be billed for the lesser of the remaining patient Obligation for the month of services or the Patient Assistance rate.
4. If the patient does not qualify for Patient Assistance, he/she will be billed for the remaining patient Obligation for the month of services.

The status of the PFE and the level of Patient Assistance which has been approved will be communicated to the patient, Social Worker and IMT.

The PFE and related documentation will be maintained in the patient's account record. The billing office designee will enter the PFE approval or denial into the patient record and patient bills will be calculated based on this information.

An approved PFE is valid for one year from the month of the submission and can retro up to twelve months, if necessary. Any payments made by the patient for Patient Obligations that are within the approval range of the PFE will not be refunded. The PFE is reviewed on an annual basis.

This policy applies equally to all patient types, including patients who are DaVita Teammates.

Teammates are expected to report possible violations of this policy and procedure. You may make your report to an appropriate DaVita manager, to the Corporate Compliance Hotline (1-888-458-5848 or DaVitaComplianceHotline.com). DaVita has a Non-Retaliation policy and will not tolerate any form of retaliation against anyone who files a Compliance report in good faith. Reports can be made anonymously or you may request confidentiality.

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TITLE: PATIENT'S RIGHTS

YOUR RIGHTS AS A PATIENT:

As a DaVita patient I understand I am entitled to the following:

1. To be fully informed of my rights (including privacy rights), responsibilities and all rules governing conduct related to patient care, services and financial policies/responsibilities.
2. To be accepted for admission without regard to national origin or sponsor, race, age, sex, religion, disability, payer, sexual orientation, marital status, or other factors unrelated to the provision of appropriate medical care.
3. To be treated with (i) respect, dignity, and recognition of my individuality, choices, strengths, abilities, cultural values, religious beliefs and personal needs, to the extent possible during treatment;, and (ii) sensitivity to my psychological needs and ability to cope with ESRD.
4. The right to privacy and confidentiality in all aspects of treatment. The dialysis facility will make accommodations to provide for patient privacy when patients are examined or body exposure is required, for example privacy screens or curtains.
5. To be free from abuse, neglect, exploitation, coercion, manipulation, sexual abuse, sexual assault, seclusion, or restraint (if not necessary to prevent harm to myself or others), or misappropriation of my personal property by the facility's teammates.
6. To receive adequate, safe, sanitary, and efficient dialysis treatment and respectful care by competent personnel in a comfortable environment.
7. To receive all information in a way that I can understand.
8. To receive assistance from a family member, representative or other individual in understanding, protecting and/or exercising my rights.
9. To be fully informed of all services available in the facility and charges not covered under Medicare or other health insurance, as applicable.
10. Upon request, to receive any information which the facility has available relative to financial assistance and free health care.
11. To be fully informed of my right to execute an advance directive and of DaVita's policy that properly executed and documented advance directives will be honored and carried out in DaVita facilities.
12. The right to choose and to change physician and/or treatment facility provided that the new physician and/or facility can reasonably accommodate me. I am advised to confirm that the facility under consideration has been certified by Medicare.
13. To know who my primary physician is, and to participate with my primary physician in planning my care.
14. To know the names, professional status, and experience of the staff who are providing and coordinating my care and treatment.
15. Upon request, to obtain an explanation as to the relationship, if any, of the facility to any other health care facility or educational institutions insofar as that relationship relates to my care or treatment.

16. To receive a full explanation by my physician/allied health professional of the nature of my medical status and the necessity for recommended treatment/appointment(s), including the risks, side effects, expected outcomes, and other treatment/appointment options before giving consent to or refusing treatment/appointment.
17. To expect and receive appropriate assessment, management and treatment of pain as an integral component of my care.
18. To receive a full explanation of facility policies regarding patient care including, but not limited to, certain policies about infectious diseases that may require me to be dialyzed in a separate space from other patients and policies about visitors and socialization within the facility .
19. To be fully informed about all treatment modalities, including but not limited to, transplantation, home dialysis (home hemodialysis, intermittent peritoneal dialysis, continuous ambulatory peritoneal dialysis, continuous cycling peritoneal dialysis), in-facility hemodialysis, in-facility nocturnal hemodialysis, hospice, and the option of no treatment.
20. To receive resource information for dialysis modalities not offered by the facility, including information about alternative scheduling options for working patients.
21. To be advised of research studies that affect my care and give my informed, written consent to participate in such research or refuse to participate.
22. To be informed about whether the facility is participating in any teaching programs and to refuse to allow their participation in my treatment.
23. To be transferred or discharged only for medical reasons, for my own welfare or that of other patients, or for nonpayment of fees. If I am discharged for these reasons, I will be given advance written notice of 30 days unless the reason involves issues of immediate safety to other patients or teammates. These actions may result in an immediate discharge. Reasons for involuntary discharge may include failure to comply with items in the *Patient's Standards of Conduct, Responsibilities and Facility Rules*, which are provided in the Patient Registration Packet.
24. To review my medical record with supervision by the Facility Administrator or designee and at a time mutually agreed upon by me and the Facility Administrator or designee in advance.
25. To receive a copy of my medical records. All requests for medical records will be put in writing. Based on individual state requirements for accessing medical records, there may be a fee charged for copying the medical records. All records requests will be completed within 30 days of the request.
26. To receive necessary services or referrals as outlined in my individualized plan of care.
27. To know my medical records and the information contained will be considered private and confidential and only released in compliance with state and federal law.
28. To freely express comments, complaints or grievances verbally or in writing personally, anonymously, or through a representative of my choosing. My comments, complaints and grievances may be expressed to facility teammates, administration, DaVita's Corporate Compliance Department, the ESRD Network organization and appropriate regulatory agencies without fear of reprisal or denial of services, discrimination or retaliation. All comments, complaints and grievances will be resolved in a timely manner in accordance with the facility's grievance process. Information regarding the grievance process will be provided to me and the facility Social Worker will assist you if needed.
29. To have all reasonable requests responded to promptly and adequately within the capacity of the facility.

30. To be informed about and participate, if desired, in all aspects of my individualized plan of care and be informed of the right to refuse treatment and to be fully informed of the medical consequences of refusing treatment/appointment.
31. If I require hemodialysis and dialyzer reuse is practiced in the facility, I am entitled to the following:
    - To give or refuse permission to participate in the reuse program and to request to change from one to the other at any time either verbally or in writing. Refusal to participate in reuse will still allow me to dialyze in this facility and receive other services, however, failure to agree to reuse will minimally restrict your choice of a dialyzer.
    - To have questions about reuse answered in a complete and understandable way.

Please note, this version of the document is not intended for distribution to patients. The companion version of this document that is intended for distribution to patients (which is identical to this form, but includes a patient signature block) can be found electronically in the Reggie system.

PATIENT RIGHTS:

TEMPLATE FOR FACILITY INFORMATION

Name of Facility: _____

Phone Number of Facility: _____

Facility Address: _____

Facility Medical Director: _____

Attending Physician: _____

Facility Administrator: _____

Nurse Responsible for Clinical Care: _____

Social Worker: _____

Dietitian: _____

Facility Normal Hours of Operation: _____

Dialysis Schedule (days & time): _____

How to contact physician and obtain emergency assistance after facility normal hours of operation: _____

Appendix 15

Lease Agreement

LEASE AGREEMENT

BY AND BETWEEN

KT HARBOR STATION, LLC ("LESSOR")

AND

TOTAL RENAL CARE, INC. ("LESSEE")

Dated: August 30, **2011**

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SUMMARY OF LEASE INFORMATION

Possession Date:	See Section 1
Commencement Date:	See Section 1
Termination Date:	The last day of the month that is ten (10) years after the Commencement Date
Lessor:	KT HARBOR STATION, LLC
Address of Lessor:	c/o Landmark Real Estate Management LLC 3800 Byron Avenue Suite 112 Bellingham WA 98229
Lessee:	TOTAL RENAL CARE, INC. a California corporation
Address of Lessee:	c/o DaVita Inc. 601 Hawaii Street El Segundo, CA 90245 Attn: General Counsel
Premises Address:	32650 SR 20, Unit D-101, Oak Harbor, WA 98277
Premises:	Approximately 6,025 square feet
Building:	Approximately 18,731 square feet
Retail Center:	Approximately 62,060 square feet
Initial Rent:	$10,543.75

Lessee's Proportionate Share: 9.71% with respect to the Retail Center and 32.17% with respect to the Building.

The foregoing Summary of Lease Information is incorporated into and made a part of the Lease. If any conflict exists between any Summary of Lease Information and the Lease, then the Lease shall control.

THIS LEASE AGREEMENT (the "Lease") is made and entered into this 30th day of August, 2011, by and between **KT HARBOR STATION, LLC** (hereinafter called "Lessor"), and **TOTAL RENAL CARE, INC.** (hereinafter called the "Lessee").

WITNESSETH:

WHEREAS, Lessor desires to demise, lease and rent unto Lessee, and Lessee desires to rent and lease from Lessor space within a retail center commonly known as Harbor Station Shopping Center located at 32650 SR 20, Unit D-101, Oak Harbor, WA 98277, as more particularly described on Exhibit A (the "Retail Center"), together with all improvements thereon and appurtenant rights thereto including, without limitation, parking areas, easements, declarations and rights of way; and

WHEREAS, the Retail Center contains approximately Sixty-Two Thousand Sixty (62,060) rentable square feet (the "Retail Center") and the leased premises (the "Premises") shall consist of approximately Six Thousand Twenty-Five (6,025) rentable square feet (the "Premises") as more fully depicted on the floor plan attached hereto as Exhibit B located in a building ("Building") containing approximately Eighteen Thousand Seven Hundred Thirty One (18,731) rentable square feet (the "Building").

WHEREAS, Lessor and Lessee hereby agree to terminate the existing lease dated April 15, 2008, regarding approximately Three Thousand Six Hundred Seventy-Five (3,675) rentable square feet effective as of 12:00 a.m. on the Commencement Date (as defined herein), except that Lessee's liability for any Taxes or Insurance or other sums unpaid by Lessee and due to Lessor pursuant to the terms of the existing lease shall survive termination and expiration of the existing lease.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, Lessor does hereby demise, lease and rent unto the Lessee and Lessee does hereby rent and lease from Lessor the Premises, under and pursuant to the following terms and conditions:

1. Term. This Lease shall be effective upon full execution and delivery (the "Effective Date"). Lessor shall deliver possession of the Premises to Lessee upon substantial completion of the Lessor's Work (as defined in Section 37) (such date being referred to herein as the "Possession Date"). In the event the Possession Date does not occur within one hundred eighty (180) days following Lessor's receipt of Lessee's Notice to Proceed, Lessee may elect to terminate this Lease by written notice to Lessor.

The term of the Lease shall be for one hundred twenty (120) months ("Term") and shall commence upon the earlier of the occurrence of the following two events (the "Commencement Date"): (i) one hundred twenty (120) days following the Possession Date; or (ii) that date that Lessee obtains all necessary licenses and permits necessary to conduct its business in the Premises, including, but not limited to, the certificate of occupancy from the City (and State if necessary) in which the Premises is located. The expiration date of the Term of the Lease shall be one hundred twenty (120) months following the Commencement Date (as the same may be

extended the "Termination Date"), unless renewed as hereinafter provided. Each twelve (12) month period beginning on the Commencement Date or any anniversary thereof shall hereinafter be called a "Lease Year." Upon determination of the Possession Date and Commencement Date, Lessor shall execute and forward a memorandum in the form attached hereto as Exhibit C to Lessee for Lessee's approval and execution.

Notwithstanding any other provision herein, this Lease shall be contingent upon Lessee's receipt of the Certificate of Need from the Washington Department of Health (the "CON") and neither the Term of this Lease nor the accrual of any obligation to pay Rent, except for the Holding Fee payments, shall commence until Lessee has obtained a final unappealable CON. Lessee shall provide Lessor with written notice (the "Notice to Proceed") that Lessee has been issued a Certificate of Need with respect to the Premises by the State of Washington Department of Health that Lessee deems acceptable.

2. Rent. Beginning on the Commencement Date, Lessee agrees to pay as an initial annual base rent ("Rent") of One Hundred Twenty Six Thousand Five Hundred Twenty Five Dollars ($126,525.00), based on a Twenty-One Dollar ($21.00) per rentable square foot amount. Beginning on the Commencement Date, Lessee shall pay Rent in the amount of $10,543.75 per month in advance on the first day of each calendar month during the Term, such monthly installment to be prorated for any partial calendar month in which the Commencement Date or Termination Date shall occur. The Rent shall be adjusted in accordance with the provisions of Section 3. All amounts (unless otherwise provided herein) other than the Rent and the adjustments thereto described in Section 3 hereof owed by Lessee to Lessor hereunder shall be deemed additional rent. Prior to the Commencement Date, Lessor shall complete and deliver to Lessee a Form W-9 - Request for Taxpayer Identification and Certification in the form attached hereto as Exhibit D.

Notwithstanding anything to the contrary contained in this Lease, beginning September 1, 2011, Lessee agrees to and shall pay Lessor a holding fee in the amount of $3,530.63 per month, based on $10.50 rental rate multiplied by the current vacant space in Building D (4,035) that is payable monthly thereafter until the earlier of (i) Possession Date; or (ii) the date Lessee or Lessor terminates this Lease as provided herein ("Holding Fee").

Actual square footage for the Premises will be determined with all measurements computed in accordance with BOMA method of floor measurement. Lessee may elect to have the space measured prior to the Commencement Date. If the square footage is found to be greater or less than the square footage shown in this Lease, Rent and other provisions of this Lease which are based on rentable area shall be adjusted accordingly.

Except as otherwise provided in this Lease, it is the intention of the parties that Lessor shall receive the rents, additional rents, and all sums payable by Lessee under this Lease free of all taxes, expenses, charges, damages and deductions of any nature whatsoever (except as otherwise provided hereinafter) and Lessee covenants and agrees to pay all sums (including rent taxes) which except for this Lease would have been chargeable against the Premises and payable by Lessor. Lessee shall, however, be under no obligation to pay principal or interest on any mortgage on the fee of the Premises, penalties or interest for late or partial payment nor any

income, franchise, margin, inheritance, estate, transfer, excise, gift or capital gain taxes, that are or may be payable by Lessor or that may be imposed against Lessor or against the rents payable hereunder, or succession tax by reason of any present, future or retroactive law which may be enacted during the Term of this Lease.

3. Rent Adjustments. Beginning on the 1st anniversary of the Commencement Date and continuing on every subsequent anniversary of the Commencement Date, the Rent shall be increased by Three percent (3%) annually over the Rent for the prior Lease Year.

4. Renewals. Lessee shall have the right and option to renew this Lease for three (3) additional periods of five (5) years each, next immediately ensuing after the expiration of the initial Term of this Lease and the subsequent renewal periods by notifying Lessor in writing not more than twenty-four (24) months and not less than six (6) months before the expiration of the immediately preceding initial Term or subsequent renewal Term of this Lease of Lessee's intention to exercise its option to renew. In the event Lessee fails to provide a renewal notice before such six (6) month period, Lessee's rights to renew the Lease term shall terminate and be of no further force or effect. In the event that Lessee so elects to extend this Lease, then, for such extended period of the Term, all of the terms, covenants and conditions of this Lease shall continue to be, and shall be, in full force and effect during such extended period of the Term hereof, except for the Rent. Lessor shall have thirty (30) days from receipt of Lessee's renewal notice to respond to Lessee's renewal Rent proposal. If Lessor and Lessee fail to agree upon the terms of the renewal proposal within such thirty (30) day timeframe, the Rent for any such extended period shall be 100% of the annual fair market rental value (the "FMRV") of the Premises (after taking into consideration 100% of the rental inducements then given to new tenants in comparable buildings in the Oak Harbor, Washington area) as determined by the two (2) appraisers, one selected by Lessee and one selected by Lessor as of the date which is not more than sixty (60) days from receipt of Lessee's renewal notice. If either party fails to appoint an appraiser within such timeframe, the appraiser appointed by such other party shall make the FMRV determination. The appraisers shall issue their reports within ten (10) days. If the higher of the two (2) appraisals is less than or equal to one hundred ten percent (110%) of the lower, FMRV shall be the average of the two; if not, the two (2) appraisers shall then mutually select the third (3rd) appraiser within ten (10) days. The third (3rd) appraiser so selected shall determine which of the two (2) appraisers' determination is closer to FMRV within ten (10) days and the appraisal closer to the third (3rd) appraiser's determination of FMRV shall be deemed to be the FMRV. Lessor shall pay the cost of the appraisal by the appraiser selected by Lessor. Lessee shall pay the cost of the appraisal by the appraiser selected by Lessee. Lessor and Lessee shall equally bear the cost of the third appraisal.

5. Condition of Premises. Lessor warrants to Lessee for a period of two (2) years after the Commencement Date, that the existing systems and equipment constituting a part of the Premises, will be in good order and condition, ordinary wear and tear excepted. Lessee shall give written notice to Lessor within such two (2) year period of any existing condition with the existing systems and equipment of the Premises which Lessee reasonably determines to be defective or other than as represented by Lessor herein. Lessor will, upon receipt of such notice from Lessee, repair such defective condition at Lessor's cost and expense; provided, however, Lessor shall have no obligation to replace or repair any such system or equipment damaged or

destroyed by the negligent or intentional acts of Lessee. Notwithstanding the foregoing, Lessor, at Lessor's sole cost and expense, shall be responsible for the repair of any and all latent and/or patent structural defects in the Premises and Building throughout the Term and any renewal periods.

6. Use of Premises. Lessee may exclusively occupy and use the Premises during the Term for purposes of the operation of an outpatient renal dialysis clinic, renal dialysis home training, aphaeresis services and similar blood separation and cell collection procedures, general medical offices, clinical laboratory, including all incidental, related, and necessary elements and functions of other recognized dialysis disciplines which may be necessary or desirable to render a complete program of treatment to patients of Lessee (the "Permitted Use"), or for any other lawful purpose(s). Lessee may operate during such days and hours as Lessee may determine, without the imposition of minimum or maximum hours of operation by Lessor and Lessee shall have full-time access to the Premises, and may operate, up to twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

Lessor shall not sell, rent or permit any property owned, leased or controlled by Lessor or any affiliate of Lessor within a radius of five (5) miles from the Premises to be occupied or used by a business that derives more than ten percent (10%) of its revenues from renal dialysis, renal dialysis home training, any aphaeresis service(s) or similar blood separation or cell collection procedures, except services involving the collection of blood or blood components from volunteer donors. Lessor shall not display or permit to be displayed upon any such property within said radius any advertisement for any such business other than Lessee's advertisement(s) for Lessee's business(es). Lessor further covenants that in any lease, deed or other agreement hereafter executed by Lessor affecting any property owned, leased or controlled by Lessor within such radius, Lessor will insert a restrictive clause preventing such property from being used for any purposes herein prohibited. This paragraph shall survive until the termination or expiration of this Lease.

Should Lessor lease space within the Building to any tenant that materially impairs Lessee's ability to use the Premises for the Permitted Use, including but not limited to any business that involves loud noises, strong food or chemical odors, or is otherwise a nuisance, and the disruption continues for in excess of thirty (30) days after notice to Lessor from Lessee, Lessee shall have the right to terminate this Lease upon sixty (60) days' written notice specifying the effective date of Lessee's termination, and Lessor shall reimburse Lessee's unamortized leasehold improvement costs.

In the event at any time after the Commencement Date of this Lease the use of the Premises as a dialysis facility becomes illegal by reason of acts not within Lessee's control, notwithstanding any other permitted uses, Lessee may terminate this Lease and thereafter neither party shall have any obligations hereunder after the date of termination.

Lessor hereby acknowledges that in order to provide a continuum of care to Lessee's patients, Lessee may delay the effective date of Lessee's termination of this Lease under any provision of the Lease giving Lessee the right to terminate until such time as Lessee has established an alternative location for the treatment of Lessee's patients and any such delay shall

not operate as a waiver of Lessee's termination rights; provided, of course, that Lessee honors all of its obligations under this Lease, including but not limited to paying Rent for such extended period.

7. Assignment/Subletting. Lessee shall not assign this Lease, or sublet the Premises, or any part thereof, without Lessor's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed. Prior to any sublease or assignment, Lessee shall first notify Lessor in writing of its election to sublease all or a portion of the Premises or to assign this Lease or any interest thereunder. At any time within thirty (30) days after service of said notice, Lessor shall notify Lessee that it consents or refuses to consent to the sublease or assignment. A failure by Lessor to respond within such thirty (30) day period shall be deemed to be a consent. Whether or not any proposed assignment or sublet is permitted, Lessee shall pay to Lessor a fee of $1,000.00 for each proposed assignment or sublet as a precondition to Lessor's obligation to consider any proposed assignment or sublet.

Lessor shall not have the right to recapture any sublease or assignment space. Any denial of such sublease or assignment by Lessor as hereinabove provided must be predicated upon a commercially reasonable basis for such denial. Lessee shall retain any net profits paid in connection with a sublease or assignment in excess of Lessee's Rent obligations hereunder, which profits shall be calculated after deducting all reasonable costs incurred by Lessee in connection with the space subject to the transfer.

Notwithstanding the foregoing, no consent of Lessor is required for Lessee to assign or otherwise transfer (by operation of law or otherwise) this Lease or any of its rights hereunder to: (a) any person, corporation, partnership or other entity which acquires all or substantially all of the business or assets of Lessee or stock in Lessee; (b) any person, corporation, partnership or other entity which controls, is controlled by or is under common control with Lessee; (c) any affiliate (within the meaning of such term as set forth in Rule 501 of Regulation D under the Federal Securities Act of 1933) of Lessee; or (d) any physician, person, corporation, partnership or other entity subleasing a portion of the Premises for purposes consistent with Lessee's Permitted Use.

No such assignment or other transfer, in whole or in part, of any Lessee's rights or obligations under this Lease shall be or operate as a release of Lessee hereunder and Lessee shall remain responsible for performing Lessee's obligations hereunder should Lessee's assignee or transferee fail to perform any such obligations, unless specifically provided otherwise by Lessor in writing.

8. Operating Expenses and Utilities.

(a) Beginning on the Commencement Date, Lessee shall pay "Lessee's Proportionate Share" (as defined herein) of all Taxes (as defined below), common area maintenance charges for the Building ("CAM Charges") and insurance premiums for the Building ("Insurance"), in advance, in equal monthly installments at the time of the payment of Rent, based on Lessor's estimate of the Taxes, CAM Charges and Insurance for the calendar year in question (which estimate may be revised by Lessor from time to time). For reference

purposes, Taxes, CAM Charges and Insurance are collectively referred to as the "Operating Expenses" for the Building and Premises. Promptly after the actual Operating Expenses for a calendar year are determined by Lessor, Lessor shall provide Lessee with a statement of such actual Operating Expenses for such calendar year and Lessee, within 30 days, shall pay to Lessor any deficiency, which obligation shall survive the expiration or termination of this Lease. If such statement shows an overpayment by Lessee, then any surplus paid by Lessee shall be credited to Lessee's next monthly installment of Operating Expenses or, if this Lease has expired or been terminated for reasons other than Lessee's breach or default, be paid to Lessee within 30 days of the end of the Term.

"Taxes" shall mean real property taxes, public charges and assessments assessed or imposed upon the Building, provided, however, that any one time (as opposed to on-going) special assessments for public improvements having a useful economic life exceeding the remaining term of this Lease shall be prorated between Lessor and Lessee using a straight-line method, based on the proportion of that economic life falling within the remaining term of the Lease. Taxes shall not include any penalties or interest for late or partial payment nor any income, franchise, margin, inheritance, estate, transfer, excise, gift or capital gain taxes, that are or may be payable by Lessor or that may be imposed against Lessor or against the rents payable hereunder. Lessor shall take advantage of any savings in Taxes that may be achieved by early payment or payment in installments. Should Lessor choose not to contest any Taxes, Lessee shall have the right to contest the Taxes in Lessor's name and with Lessor's reasonable cooperation, at no expense to Lessor. Lessor, at Lessee's sole expense, shall join in any such contestation proceedings if any Law shall so require.

"Lessee's Proportionate Share" is the quotient obtained by dividing the Premises Rentable Area by the Retail Center Rentable Area. Lessee's Proportionate Share as of the Commencement Date will be 9.71%. Lessee's Proportionate Share shall be adjusted in the event the Building Rentable Area increases at any time. Lessor represents that the Retail Center Rentable Area has been determined without reference to whether such area is actually leased, leasable, occupable or occupied.

(b) The "Controllable Operating Expenses" portion of Lessee's Operating Expenses shall not increase by more than three percent (3%) over the previous Lease Year "Controllable Operating Expenses", on a cumulative basis. "Controllable Operating Expenses" - shall mean only those items included in Operating Expenses where the cost or expense thereof shall be within the reasonable ability of Lessor to control. Specifically excluded from Controllable Operating Expenses, without limitation, are the costs and expenses of Taxes, Insurance, and utilities for the Building.

(c) Lessee shall pay the net cost (after applying any discounts or incentives) of all utilities and other services necessary in the operation of the Premises, including but not be limited to, gas, fuel oil, electrical, telephone and other utility charges. The Premises shall be separately metered for all utilities, including gas, water and electricity.

(d) Lessor shall make available at the Building or at its offices, true and accurate records of items that constitute Operating Expenses. Such records shall be open for

inspection from time to time by Lessee or its duly authorized representative for a period of one (1) year after the close of each calendar year. If any audit of Lessor's submitted reports shall disclose an overcharge, Lessor shall promptly pay to Lessee, within thirty (30) days, the amount of such overcharge, and if such audit discloses an overcharge of more than five percent (5%), Lessor shall reimburse Lessee its actual costs incurred in connection with such audit. If an undercharge is disclosed by such audit, Lessee shall promptly pay to Lessor, within thirty (30) days, the amount of such undercharge.

(e) All sums (other than the Rent) which may be due and payable under this Lease shall be deemed to be additional rent hereunder and in the event that Rent shall be prorated or shall abate pursuant to the terms of this Lease then such additional rent shall be prorated or abated to the same extent and in the same manner, unless otherwise specifically provided for in this Lease.

(f) Lessor appoints Lessee the attorney-in-fact of Lessor for the purpose of making all payments to be made by Lessee pursuant to any of the provisions of this Lease to persons other than Lessor. In case any person to whom any sum is directly payable by Lessee under any of the provisions of this Lease shall refuse to accept payment of such sum from Lessee, Lessee shall thereupon give written notice of such fact to Lessor and shall pay such sum directly to Lessor, who shall thereupon pay such sum to such person.

(g) Notwithstanding the foregoing, the term "Operating Expenses" does not include the following: (i) depreciation of the Retail Center, and all equipment, fixtures, improvements and facilities used in connection therewith; (ii) payments of principal, interest, loan fees, penalties, attorney's fees or amortization relating to any debt Lessor may have incurred or will incur in the future relating to the ownership, operating and maintenance of the Retail Center; (iii) the cost of leasehold improvements, including redecorating or otherwise improving, painting, decorating or redecorating space or vacant space for other lessees of the Retail Center, except in connection with general maintenance of the Retail Center; (iv) cost of any "tap fees" or any sewer or water connection fees for the benefit of any lessees in the Retail Center; (v) all costs incurred by Lessor in connection with any negotiations or disputes and/or litigation with lessees or occupants within the Retail Center or prospective lessees of the Retail Center; (vi) expenses or costs incurred by Lessor relating to any violation by Lessor or any other lessee of the terms and conditions of any law or any lease covering the Retail Center; (vii) the cost of any repair or replacement which would be required to be capitalized under generally accepted accounting principles, including without limitation the cost of renting any equipment or materials, which cost would be so capitalized if the equipment or materials were purchased, not rented; (viii) the costs and expenses of any item included in Operating Expenses to the extent that Lessor is actually reimbursed for such cost by an insurance company, a condemning authority, another lessee or any other party; (ix) payments of ground rents and related sums pursuant to a ground lease in favor of a ground lessor; (x) wages, salaries or other compensation paid to any employees at or above the grade of building manager; (xi) the cost of correcting defects (latent or otherwise) in the construction of the Building or in the Building equipment, except that conditions (other than construction defects) resulting from ordinary wear and tear shall not be considered defects for purposes hereof; (xii) any costs representing an amount paid to an entity related to Lessor which is in excess of the commercially reasonable amount which

would have been paid absent such relationship; (xiii) costs related to maintaining Lessor's existence, either as a corporation, partnership, or other entity; (xiv) any type of utility service which is separately metered to or separately charged or paid by Lessee or any other lessee in the Building; (xv) the cost of any environmental remediation for which Lessor is responsible under Section 10 of this Lease; and (xvi) parking area replacement.

9. Alterations/Signage. Lessee shall not make any alterations, or additions or leasehold improvements to the Premises following the Commencement Date ("Alterations") without Lessor's prior written consent in each and every instance, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, Lessee shall have the right to make non-structural Alterations to the Premises which do not exceed in cost Fifty Thousand Dollars ($50,000.00) in the aggregate during each Lease Year without Lessor's consent. All Alterations which may be made by Lessee shall be the property of Lessee and Lessee shall be entitled to remove from the leased Premises during the Term all Alterations, tenant improvements and any and all furniture, removable trade fixtures, equipment and personal property ("Fixtures") installed or located on or in the leased Premises provided that Lessee repair any and all damages done by the removal of the foregoing. All Alterations and Lessee Improvements which Lessee does not elect to remove at the expiration of the Term shall be surrendered with the Premises at the termination of this Lease provided that Lessee shall remove its reverse osmosis ("RO") tanks and bio-medical equipment and remove and cap all piping in the RO room and repair any and all damage done by the removal of the foregoing, at Lessee's sole cost and expense. Lessee will leave the Premises in broom-clean condition.

To the maximum extent permitted by applicable Laws, Lessor hereby waives any rights which Lessor may have, as to any of Lessee's furniture, fixtures, equipment, personal property, tenant improvements and Alterations, in the nature of a Lessor's lien, security interest or otherwise and further waives the right to enforce any such lien or security interest.

Lessee shall have the right to affix Lessee's standard signage, in accordance with the rules and regulations of the Building, including a sign on the exterior of the Building and a monument sign. All such signs shall comply with all applicable zoning Laws and Lessor's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. Lessor, at Lessor's expense, shall timely provide space for Lessee's designated name(s) on any directory boards located in the Building or complex.

10. Environmental. Lessee shall not cause or permit any hazardous or toxic substances, materials or waste, including, without limitation, medical waste and asbestos ("Hazardous Substances") to be used, generated, stored or disposed of in, on or under, or transported to or from the Premises unless such Hazardous Substances are reasonably necessary for Lessee's business conducted in the Premises; provided, however, Lessee shall at all times and in all material respects comply with all local, state, and federal laws, ordinances, rules, regulations and orders, whether now in existence or hereafter adopted relating to Hazardous Substances or otherwise pertaining to the environment (the "Environmental Laws") and further provided that Lessee shall periodically cause to be removed from the Premises such Hazardous Substances placed thereon by Lessee or Lessee's agents, servants, employees, guests, invitees and/or independent contractors in accordance with good business practices, such removal to be performed by persons or entities duly qualified to handle and dispose of Hazardous Substances.

Without limiting the generality of the foregoing, Lessor acknowledges that the following Hazardous Substances, among others, are required for Lessee's business operations: bleach, cidex, hibiclena, metrocide, hydrogen peroxide, and formaldehyde. Upon the expiration or earlier termination of this Lease, Lessee shall cause all Hazardous Substances placed on the Premises by Lessee to be removed, at Lessee's cost and expense, from the Premises and disposed of in strict accordance with the Environmental Laws.

Lessee shall indemnify, defend (by counsel reasonably acceptable to Lessor), protect, and hold Lessor harmless, from and against any and all claims, liabilities, penalties, fines, judgment, forfeitures, losses, costs (including clean-up costs) or expenses (including attorney's fees, consultant's fees and expert's fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (a) the presence after the Commencement Date in, on, under, or about the Premises of any Hazardous Substances caused by Lessee or its agents, servants, employees, guests, invitees and/or independent contractors; (b) any discharge or release by Lessee or its agents, servants, employees, guests, invitees and/or independent contractors after the Commencement Date in or from the Premises of any Hazardous Substances; (c) Lessee's use, storage, transportation, generation, disposal, release or discharge after the Commencement Date of Hazardous Substances, to, in, on, under, about or from the Premises; or (d) Lessee's failure after the Commencement Date to comply with any Environmental Law.

Lessor shall indemnify, defend (by counsel reasonably accepted to Lessee), protect, and hold Lessee harmless, from and against any and all claims, liabilities, penalties, fines, judgment, forfeitures, losses, costs (including clean-up costs) or expenses (including attorney's fees, consultant's fees and expert's fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (a) the presence prior to the Commencement Date in, on, under, or about the Premises or Building of any Hazardous Substances; (b) any discharge or release prior to the Commencement Date in or from the Premises or Building of any noxious or Hazardous Substances; (c) the use, storage, transportation, generation, disposal, release or discharge of Hazardous Substances by Lessor to, in, on, under, about or from the Premises or Building; (d) Lessor's failure to comply with any Environmental Law; or (e) any Hazardous Substances to the extent not due to any act or omission of Lessee or its agents, servants, employees, guests, invitees and/or independent contractors. Lessor agrees to remediate at Lessor's expense immediately upon receipt of notice from Lessee any condition described in (a) through (e) of the previous sentence. This obligation of Lessor shall not apply to any Hazardous Substance resulting from Lessee's prior use and occupancy of Building E Suite 108, 109 and 110, for which Lessee shall and does remain obligated the indemnify Lessor pursuant to that prior lease agreement entered into April 15, 2008.

Lessor represents and warrants to Lessee that (i) to the best of Lessor's knowledge, there are no Hazardous Substances on the Premises, including without limitation asbestos or mold, and (ii) Lessor has received no notice from any governmental or private entity relating to Hazardous Substances on the Premises. Lessee similarly represents and warrants to Lessor with regard to Building E Suite 108, 109 and 110.

Lessor hereby covenants and agrees that if Lessee discovers mold at the Premises attributable to the period prior to the Possession Date or which has been caused by anything other than by Lessee's acts or omissions, Lessor shall, upon written notice from Lessee, promptly remediate the mold. If Lessor shall not commence such remediation within ten (10) days following written notice from Lessee and Lessee determines in Lessee's sole discretion that such remediation is necessary for the safety of Lessee's patients and employees, Lessee may, at its option, cause such remediation work to be performed at Lessor's cost and expense. Upon the completion of the remediation work, Lessee shall furnish Lessor with a written statement of the cost of the remediation work and Lessor shall reimburse Lessee for such cost of such remediation work within ten (10) days of Lessor's receipt of Lessee's statement. Should Lessor fail to reimburse Lessee within said ten (10) day period, then Lessee may, at its option, offset such amount against Rent. Notwithstanding the foregoing, in the event that the remediation work cannot be substantially completed or is not completed within sixty (60) days and Lessee is unable to utilize the Premises in Lessee's reasonable discretion, Lessee may elect to terminate the Lease upon thirty (30) days written notice to Lessor.

Lessee shall promptly deliver to Lessor copies of all notices made by Lessee to, or received by Lessee from, any state, county, municipal or other agency having authority to enforce any environmental law ("Enforcement Agency") or from the United States Occupational Safety and Health Administration concerning environmental matters or Hazardous Substances at the Premises. Lessor shall promptly deliver to Lessee copies of all notices received by Lessor from any Enforcement Agency or from the United States Occupational Safety and Health Administration concerning environmental matters or Hazardous Substances at the Premises.

11. Damage to Premises by Fire or Casualty. In the event the Premises shall be damaged by fire or other casualty during the Term of this Lease, whereby the same shall be rendered untenantable, then:

(a) if the damage to the Premises is so substantial that either: (i) the repair, restoration or rehabilitation of such damage cannot reasonably be expected to be substantially completed within one hundred eighty (180) days from the date of such damage or (ii) so much of the Premises is destroyed or rendered untenantable by such fire or other casualty as to make use of the Premises as a dialysis facility operating at least seventy-five percent (75%) of the dialysis stations operating prior to the fire or casualty impracticable, then Lessee may elect to terminate this Lease by giving written notice to Lessor within thirty (30) days of the date of such fire or casualty,

(b) if the damage to the Premises is so substantial that (i) the estimated repair costs exceed One Hundred Thousand ($100,000.00) and such damage has occurred within the last one hundred eighty (180) days of the then current term and Lessee does not exercise its next available renewal option, if any or (ii) the Building is damaged to the extent of fifty percent (50%) or more of the monetary value thereof, then Lessor may elect to terminate this Lease by giving written notice to Lessee within thirty (30) days of the date of such fire or casualty; or

(c) if not so terminated, Lessor shall proceed with all due diligence to repair, restore or rehabilitate the Premises, to substantially their former condition immediately prior to

such damage or destruction, at Lessor's expense, in which latter event this Lease shall not terminate.

If the Premises are rendered untenantable by fire or other casualty, there shall be an abatement of Rent due Lessor by Lessee for the period of time during which the Premises are untenantable. If the restoration is not substantially completed within two hundred ten (210) days of such damage, Lessee shall have the option to terminate this Lease by written notice to Lessor. In the event of any termination of this Lease, Rent shall be paid only to the date of such fire or casualty.

In the event that the Premises are partially but not substantially damaged by fire or other casualty, then Lessor shall immediately proceed with all due diligence to repair and restore the Premises and the Rent shall abate in proportion to the untenantability of the Premises during the period of restoration.

Notwithstanding the foregoing provisions of this Section 11, in the event that insurance proceeds applicable to Alterations or tenant improvements constructed by Lessee at its expense are made available to Lessee, Lessee shall be responsible for restoring such Alterations; provided, however, that the Rent abatement provided for shall continue during such period of restoration so long as Lessee is diligently pursuing the completion of such restoration. In the event that Lessor does not restore the Premises, Lessee may retain all insurance proceeds applicable to Alterations and tenant improvements constructed by Lessee at its expense.

12. Eminent Domain.

(a) Taking. If by any lawful authority through condemnation or under the power of eminent domain: (i) the whole of the Premises shall be permanently taken; (ii) less than the entire Premises shall be permanently taken, but the remainder of the Premises, are not, in Lessee's sole judgment, fit for Lessee to carry on its business therein; (ii) Lessee determines, in its sole judgment, that after such taking adequate parking space will not be available near the Premises; (iv) there is any substantial impairment of ingress or egress from or to or visibility of the Premises; or (v) all or any portion of the common areas shall be taken resulting in a material interference with the operations of or access to Lessee's business, then in any such event, Lessee may terminate this Lease, effective as of the date of such taking, and the Rent and other sums paid or payable hereunder shall be prorated as of the date of such termination.

(b) Rent Adjustment. Unless this Lease is terminated as above provided, commencing with the date possession is acquired by the condemning authority the Rent and other sums payable hereunder shall be reduced by the then applicable per square foot Rent as by the number of square feet taken and Lessor shall restore the Premises, at Lessor's cost and expense to a complete architectural unit, and Operating Expenses will be recalculated based on the applicable square footage. During such restoration the Rent shall be abated to the extent the Premises are rendered untenantable.

(c) Awards. All compensation awarded or paid in any such eminent domain proceeding shall belong to and be the property of Lessor without any participation by Lessee,

except that nothing contained herein shall preclude Lessee from prosecuting any claim directly against the condemning authority in such eminent domain proceeding for its relocation costs, its unamortized leasehold improvements and trade fixtures, loss of business and the like.

13. Right of Entry by Lessor. Lessor, or any of its agents, shall have the right to enter said Premises during all reasonable hours and upon at least twenty-four (24) hours prior notice (except in cases of emergency), to perform its obligations under this Lease, examine the same or to exhibit said Premises. Lessor shall have the right to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within ninety (90) days before the expiration of this Lease. Any work done by Lessor to Premises shall be performed during hours that Lessee is not open for business (except in emergencies) unless Lessee, in the exercise of its reasonable discretion otherwise agrees. Any restoration work or alteration work at the Premises which is necessitated by or results from Lessor's entry, including, without limitation, any work necessary to conceal any element whose presence is permitted hereunder, shall be performed by Lessor at its expense or, at Lessee's election, by Lessee on Lessor's behalf and at Lessor's sole cost and expense. Lessor shall be liable for all loss, damage, or injury to persons or property and shall indemnify and hold Lessee harmless from all claims, losses, costs, expenses and liability, including reasonable attorney's fees resulting from Lessor's entry except to the extent caused by the negligent or intentional act of Lessee or its contractors, agents, employees or licensees. If Lessor's entry into the Premises pursuant to this Lease interferes with the conduct by Lessee of it business to such an extent that Lessee, in the exercise of its reasonable business judgment, must close the Premises or is unable to use seventy-five percent (75%) of the Premises for business for two (2) or more business days, then Rent and Operating Expenses shall totally abate for each day or portion thereof that such interference continues.

Lessor acknowledges that Lessee is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations ("HIPAA"), and that HIPAA requires Lessee to ensure the safety and confidentiality of patient medical records. Lessor further acknowledges that, in order for Lessee to comply with HIPAA, Lessee must restrict access to the portions of the Premises where patient medical records are kept or stored. Lessor hereby agrees that, notwithstanding the rights granted to Lessor pursuant to this Section 13 and under this Lease, except when accompanied by an authorized representative of Lessee, neither Lessor nor its employees, agents, representatives or contractors shall be permitted to enter those areas of the Premises designated by Lessee as locations where patient medical records are kept and/or stored or where such entry is prohibited by applicable state or federal health care privacy laws. Lessor further agrees to comply with the provisions of HIPAA and all applicable medical privacy laws in connection with Lessor's entry into the Premises.

14. Indemnity. Lessee agrees to indemnify Lessor and save Lessor harmless from any and all liability, claims and loss for personal injury or property damage, or both, sustained or claimed to have been sustained by any person or persons, or property in, upon or about the Premises or Building caused or brought about by the act or neglect of Lessee, its agents, servants or employees. Lessor agrees to indemnify Lessee and save Lessee harmless from any and all liability, claims and loss for personal injury or property damage, or both, sustained or claimed to have been sustained by any person or persons, or property in, upon or about the Premises or Building caused or brought about by the act or neglect of Lessor, its agents, servants or

employees. The indemnities set forth in this Section 14 shall survive the expiration of the term of this Lease.

15. Default and Remedies.

(a) Lessee Default and Lessor Remedies. In the event that (i) Lessee defaults in the payment of Rent hereunder and such Rent remains due and unpaid for ten (10) days following written notice of such default from Lessor to Lessee; (ii) or should Lessee default in the performance of any other provisions of this Lease and such default is not cured within thirty (30) days following written notice from Lessor specifying such default (unless such default is not reasonably capable of being cured within such thirty (30) day period and Lessee is diligently prosecuting such cure to completion); or (iii) if a petition in bankruptcy shall be filed by or against Lessee (provided Lessee shall have ninety (90) calendar days to stay any involuntary proceeding); or (iv) should Lessee make an assignment for the benefit of its creditors, or should a receiver be appointed for the said Lessee and such receiver is not dismissed within sixty (60) days of his appointment, then, in any of these events, Lessor, at its option, (1) proceed for past due installments of Rent due, reserving its right to proceed later for the remaining installments; (2) declare the rights of Lessee under this Lease terminated, and thereafter recover possession of the Premises through legal process; or (3) seek any and all other remedies available to Lessor at law and or equity under the laws of the state of Washington.

Upon and after termination of this Lease, Lessor shall make a commercially reasonable effort to mitigate its damages and relet the Premises or any part thereof to any person, firm or corporation other than Lessee for such rent, for such time and upon such terms as Lessor in Lessor's reasonable discretion shall determine. If the consideration collected by Lessor upon any such reletting is not sufficient to pay monthly the full amount of the Rent and additional rent reserved in this Lease and all other monies to be paid by Lessee, Lessee shall pay to Lessor the amount of each monthly deficiency upon demand. Whether or not this Lease is terminated by Lessor or by any provision of law or court decree, Lessee shall have no obligation to pay any Rent until the date it would otherwise have become due in the absence of any event of default. Lessor agrees that it shall have no right to accelerate (i.e. declare the same immediately due and payable) any Rent which would have become due in the future; provided, however, that upon termination of this Lease by Lessor, Lessee shall pay Lessor for the unamortized out-of-pocket costs of leasing commissions and tenant improvements.

(b) Lessor Default and Lessee Remedies. Subject to the terms and provisions hereinbelow, and in addition to any other remedy expressly available to Lessee pursuant to this Lease or at law or in equity, should Lessor fail to perform any term or covenant under this Lease or any other existing agreement between Lessor and Lessee, its parent company, subsidiaries or affiliates (each and any such failure being herein sometimes referred to as a "Lessor Default") and if any such Lessor Default shall not be cured and shall accordingly be continuing thirty (30) days following written notice by Lessee to Lessor of such Lessor Default (unless such default is not reasonably capable of being cured within such thirty (30) day period and Lessor is diligently prosecuting such cure to completion), then Lessee shall have the option (at Lessee's sole discretion) of (i) terminating this Lease, or (ii) remedying such Lessor Default and, in connection therewith, incurring expenses for the account of Lessor, and any and all such sums expended or

obligations incurred by Lessee in connection therewith shall be paid by Lessor to Lessee upon demand, and if Lessor fails to immediately reimburse and pay same to Lessee, Lessee may, in addition to any other right or remedy that Lessee may have under this Lease, deduct such amount (together with interest thereon at the maximum rate permitted by applicable law from the date of any such expenditure by Lessee until the date of repayment thereof by Lessor to Lessee) from subsequent installments of Rent and other charges (if any) that from time to time thereafter may become due and payable by Lessee to Lessor hereunder. Notwithstanding the foregoing, in all events Lessee shall have the right to remedy any Lessor Default without prior notice in the event of an emergency (so long as Lessee gives notice within a reasonable period of time thereafter) and invoice Lessor and abate Rent (if necessary) in the manner set forth in the preceding sentences of this Section 15.

If this Lease is terminated for any reason under this Section 15 before the first (1st) anniversary of the Commencement Date, and applicable Law, including without limitation applicable healthcare Law, restricts the parties from entering into any similar agreement with each other for the Premises before the first (1st) anniversary of the Commencement Date, both parties agree to comply with such applicable Law.

16. Insurance.

(a) Lessor's Insurance. During the Term of this Lease, Lessor shall procure and maintain in full force and effect with respect to the Building (i) a policy or policies of property insurance (including, to the extent required, sprinkler leakage, vandalism and malicious mischief coverage, and any other endorsements required by the holder of any fee or leasehold mortgage and earthquake, terrorism and flood insurance to the extent Lessor reasonably deems prudent and/or to the extent required by any mortgagee) for full replacement value; and (ii) a policy of commercial liability insurance in a minimum amount of $1,000,000.00 per claim and $3,000,000.00 in the aggregate for both bodily injury and property damage insuring Lessor's activities with respect to the Premises and the Building for loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in, upon or about the Premises or the Building.

(b) Lessee's Insurance. Lessee covenants and agrees to keep Lessee Improvements (as defined in Section 36 hereof) and Lessee's contents in the Premises insured for full replacement value against loss by fire and casualty, under an all risk policy with extended coverage endorsements. In addition thereto, Lessee shall obtain and keep in force with respect to the Premises comprehensive general liability insurance in a minimum amount of $1,000,000.00 per claim and $3,000,000.00 in the aggregate for both bodily injury and property damage. In no event shall Lessee's insurance provide coverage or indemnity to Lessor for any claim, loss, suit, action or other legal proceeding in which Lessor, its agents or designees bear responsibility for the claim, loss, suit, action or other legal proceeding. Rather, it is the intent of this section to provide general liability coverage to Lessor when it is made a party to a claim, loss, suit, action or other legal proceeding for which it bears no responsibility. In the event that both Lessor and Lessee bear responsibility for the claim, loss, suit, action or other legal proceeding, then each party will look to their own insurance for coverage. Lessee may carry any insurance required by this Lease under a blanket policy or under a policy containing a self insured retention. Each

policy shall provide that the insurer shall give to Lessor twenty (20) days written notice prior to any cancellation of the policy.

17. Subrogation. Each of the parties hereto hereby releases the other and the other's partners, agents and employees, to the extent of each party's property insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, its partners, agents or employees; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance shall contain a clause to the effect that this release shall not affect said policy or the right of the insured to recover thereunder. If any policy does not permit such a waiver, and if the party to benefit therefrom requests that such a waiver be obtained, the other party agrees to obtain an endorsement to its insurance policies permitting such waiver of subrogation if it is commercially available and if such policies do not provide therefor. If an additional premium is charged for such waiver, the party benefiting therefrom, if it desires to have the waiver, agrees to pay to the other the amount of such additional premium promptly upon being billed therefor.

18. Repairs and Maintenance.

(a) Lessor's Maintenance Responsibilities. Lessor shall timely maintain in good condition and repair the common areas of the Building and surrounding areas and such costs shall be considered CAM Charges in accordance with Section 8 of this Lease. Notwithstanding the foregoing, Lessor, at its sole cost and expense, shall maintain and keep in good order and repair and make any necessary replacements to the roof, roof membrane, roof covering, concrete slab, footings, foundation, structural components, exterior walls, parking areas, sidewalks, driveways, loading areas, exterior doors and windows, flooring (except for floor covering), exterior plumbing, heating, ventilation, cooling and electrical systems of the Building.

(b) Lessee's Maintenance Responsibilities. Except for Lessor's obligations set forth above and except for any damage caused by the acts of negligence by Lessor or its agents within the Premises, Lessee shall keep the interior, non-structural portions of the Premises, all HVAC systems exclusively servicing the Premises, and the non-structural elements of all doors and entrances of the Premises in the same condition, order and repair as they are at the commencement of said Term and shall deliver same to Lessor at the termination of this Lease in good order and condition, provided that normal wear and tear and damage by fire or other casualty are excepted.

19. Brokers. Lessor and Lessee each represent 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 USI Real Estate Brokerage Services Inc., and First Western Properties – Tacoma Inc. representing Lessee ("Lessee's Broker"), and Justin Holmes from First Western Properties – Tacoma Inc., representing Lessor. Lessor shall pay Lessee's Broker a brokerage commission pursuant to a separate agreement. In the event Lessor does not timely pay Lessee's Broker such brokerage commission, Lessee may offset the amount of such brokerage commission against Rent due Lessor.

20. Emergency. If Lessor is unable or unwilling to take action which it is obligated to take hereunder where an emergency has occurred with respect to the Premises, then Lessee may take such action as is reasonably necessary to protect the Premises and persons or property in the Premises and Lessor shall, within fifteen (15) days after written notice thereof from Lessee reimburse Lessee for its reasonable out-of-pocket expenses incurred in curing such emergency; provided, however, should Lessor fail to reimburse Lessee within thirty (30) days following itemized, written notice of the out-of-pocket expenses, then Lessee may, at its option, offset such amount against subsequent rent due under this Lease.

21. Title and Parking. Lessor hereby represents that Lessor is the owner in fee simple of the Premises, including the Building and all improvements thereon and has the right and authority to enter into this Lease. Lessor hereby represents to Lessee that no covenants, restrictions, liens, or other encumbrances affecting the real property upon which the Building is constructed shall interfere or adversely affect Lessee's Permitted Use of the Premises. Lessor further represents that Lessor and those signatories executing this Lease on behalf of Lessor have full power and authority to execute this Lease.

Lessor agrees that Lessor will not make any material modifications to the Building or Premises (including, without limitation, the parking areas, driveways and walks) without Lessee's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. Lessee shall be entitled to the use of the parking area in accordance with an amount as may be required by local code (including handicapped parking spaces) in close proximity to the Premises for Lessee's non-exclusive use.

22. Compliance with Laws. Both parties hereby agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations ("Laws") throughout the Term of the Lease. Lessor represents and warrants to Lessee that as of the Commencement Date the Premises, the Building, and the parking areas are in compliance with all Laws, including, without limitation, applicable zoning laws, ordinances, rules and regulations and with applicable instruments affecting title to the Premises. Lessor further represents that it has received no notices or communications from any public authority having jurisdiction alleging violation of any Laws relating to the Premises or the Building or improvements thereon and has received no notices alleging violation of any title instrument. Without limiting the generality of the foregoing, Lessor represents that (i) the use of the Premises and the Building and improvements thereon for purposes of operation of a dialysis clinic and related medical and business offices is permitted by and will not violate applicable Laws, including without limitation zoning laws, and does not constitute a "non-conforming use" thereunder and (ii) the Premises, the Building, and the parking areas comply with all applicable Laws relating to handicapped accessibility, including, without limitation, the Americans with Disabilities Act.

If at any time or from time to time any Alterations, including, without limitation, structural Alterations, are required in order for the Premises or Building to comply with any generally applicable Laws from time to time applicable to the Premises, Lessor shall immediately make such Alterations at its sole cost and expense. If at any time or from time to time any Alterations, including, without limitation, structural Alterations, are required in order for the Premises to comply with any Laws specifically applicable to the Premises due to Lessee's

use as a dialysis facility and not due to any act by Lessor or another lessee, Lessee shall immediately make such Alterations at its sole cost and expense.

Lessor represents and warrants to Lessee that Lessor is not a "referring physician" or a "referral source" as to Lessee for services paid for by Medicare or a state health care program, as the terms are defined under any federal or state health care anti-referral or anti-kickback, regulation, interpretation or opinion ("Referral Source"). Lessor covenants, during the term of this Lease, it will not knowingly (i) take any action that would cause it to become a Referral Source as to Lessee, or (ii) sell, exchange or transfer the Premises to any individual or entity who is a Referral Source as to Lessee.

23. Right of First Option on Adjacent Premises. If rentable space (if any) adjacent to the Premises becomes available during the initial Term or any renewal period of this Lease, Lessor shall first notify Lessee in writing of Lessee's option to accept or decline the right to enter into a lease with Lessor on such adjacent rentable space in the Building. At any time within thirty (30) days after service of said notice, Lessee shall notify Lessor that it will exercise or not exercise its option to lease the adjacent space. A failure by Lessee to respond within such thirty (30) day period shall be deemed to be a rejection of the option to lease the adjacent space. If this right is exercised the parties shall negotiate the Rent for the additional space in good faith. Should the parties be unable to reach an accord on the Rent, then the Rent shall be determined as provided for in Paragraph 4, above, with regard to Rent for renewal periods.

24. Lessee to Subordinate. Lessee shall, upon request of the holder of a mortgage or deed of trust in the nature of a mortgage, which holder is a commercial or institutional lender ("Mortgagee") subordinate any interest which it has by virtue of this Lease, and any extensions and renewals thereof to any mortgages or deeds of trust placed upon the Premises by Lessor, if and only if such Mortgagee shall execute, deliver and record in the appropriate registry of deeds a recognition and non-disturbance agreement in commercially reasonable form and content substantially similar to Exhibit E attached hereto and incorporated herein by reference. Such agreements shall provide by their terms that notwithstanding any foreclosure of such mortgage or deeds of trust Lessee may continue to occupy the Premises during the Term of this Lease or any extensions or renewals thereof under the same terms, conditions and provisions of this Lease unless Lessee shall be in default beyond any applicable grace periods provided for herein. Lessor shall at or prior to the Commencement Date, secure from Lessor's present mortgagee of the Premises a non-disturbance agreement in a form reasonably acceptable to Lessee. Lessor shall also secure from any future mortgagee or lienholders of Lessor non-disturbance agreements during the initial Term or any renewal periods, if exercised.

25. Quiet Enjoyment. Lessee, upon paying the Rent, additional rent and other sums due under this Lease, and subject to all of the terms and covenants of this Lease, on Lessee's part to be kept, observed, and performed, shall quietly have and enjoy the Premises during the Term of this Lease. Lessor agrees that Lessee shall have continuous, peaceful, uninterrupted and exclusive possession and quiet enjoyment of the Premises during the Term of this Lease.

26. Memorandum of Lease. Lessor agrees to enter into and record a memorandum or notice of this Lease reasonably satisfactory to Lessee. Lessee shall be responsible for the preparation thereof and the cost of recording the same.

27. Notices. All notices, demands and requests which may be or are required to be given by either party to the other shall be in writing and shall be either (i) sent by registered or certified mail, return receipt requested, postage prepaid or (ii) delivered, by hand, or (iii) sent by overnight courier such as Federal Express. All notices to Lessor should be addressed to Lessor at Landmark Real Estate Management, LLC, 3800 Byron Avenue Suite 112, Bellingham WA 98229; Telephone: (360) 738-1022; Facsimile: (360) 527-8924 or at such other place as Lessor may from time to time designate in written notice to Lessee. All notices to Lessee shall be addressed to Lessee c/o DaVita Inc., 601 Hawaii Street, El Segundo, California 90245, Attention: General Counsel, Telephone: (310) 536-2400, Facsimile: (310) 536-2679, with copy to: c/o DaVita Inc., 15253 Bake Parkway, Irvine, California 92618; Attention: Group General Counsel, or to any such other place as Lessee may from time to time designate in written notice to Lessor. In addition, all correspondence to Lessee related to Taxes, Insurance, Rent or Operating Expenses shall be sent to 1423 Pacific Avenue, Tacoma, WA 98402; attention: Rent Department. All notices, demands and requests which shall be served upon Lessor and Lessee in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder.

28. Estoppel Certificate. Each of Lessor and Lessee agrees at any time and from time to time upon not less than fifteen (15) business days' prior written request by the other to execute, acknowledge and deliver to the other an estoppel certificate in the form attached hereto as Exhibit F certifying that (a) this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), (b) the dates to which the Rent and other charges have been paid in advance, if any, and (c) all of the defaults of Lessor or Lessee hereunder, if any, (and if there are no defaults a statement to that effect) and any other information reasonably requested, it being intended that any such estoppel certificate delivered pursuant to this Section 28 may be relied upon by any prospective purchaser of the Premises or any mortgagee or assignee of any mortgage upon the fee or leasehold of the Premises or by any prospective assignee of this Lease or sublessee of the whole or any portion of the Premises and/or by other party interested in the Premises or any part thereof.

29. Holding Over. In the event Lessee remains in possession of the Premises after the expiration of the term of this Lease, or any extensions hereof without the written consent of Lessor, this Lease shall continue on a month to month basis, terminable by either party upon thirty (30) days prior notice and Lessee shall be obligated to pay Rent at 125% of the then current rate (including all adjustments) and all other sums then payable hereunder prorated on a daily basis for each day that Lessor is kept out of possession of the Premises. Notwithstanding the foregoing, in the event that applicable Law, including without limitation applicable healthcare Law, limits the period of any such holdover, both parties agree to comply with such applicable Law; provided such holdover period shall not exceed six (6) months.

30. Binding Effect. All covenants, agreements, stipulations, provisions, conditions and obligations herein expressed and set forth shall extend to, bind and inure to the benefit of, as

the case may require, the successors and assigns of Lessor and Lessee respectively, as fully as if such words were written wherever reference to Lessor or Lessee occurs in this Lease

31. Complete Agreement. Any stipulations, representations, promises or agreements, oral or written, made prior to or contemporaneously with this agreement shall have no legal or equitable consequences and the only agreement made and binding upon the parties with respect to the leasing of the Premises is contained herein, and it is the complete and total integration of the intent and understanding of Lessor and Lessee with respect to the leasing of the Premises.

32. Severability. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

33. Applicable Law. The laws of the State where the Premises is located shall govern the validity, performance and enforcement of this Lease, without regard to such State's conflict-of-law principles.

34. Force Majeure. Whenever a day is appointed herein on which, or a period of time is appointed within which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is interfered with, the doing or completion of such act, matter or thing because of strikes, lock-outs, embargoes, unavailability of labor or materials, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, change in technology which interferes with Lessee's Permitted Use, acts of God, or other causes beyond such party's reasonable control.

35. Amendment. This Lease and the exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other then are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

36. Lessee Improvements. Lessee shall construct its tenant improvements to the Premises (the "Lessee Improvements"). Lessee shall contract for the installation of the Lessee Improvements with a contractor of choice. Lessor and Lessee shall mutually approve the plans and specifications of the Lessee Improvements prior to the commencement of work. Lessor shall not charge Lessee any fee or other charges for the supervision and/or overhead associated with the construction of the Lessee Improvements. Notwithstanding the foregoing, Lessee Improvements shall not include the work involved with bringing water utilities to a point in the Premises designated by Lessee and for the separate metering for said utilities as provided for in Exhibit C. All Lessee Improvements shall be done in a good and workmanlike manner and in compliance with all applicable laws, ordinances, building and safety codes, regulations and

orders of the federal, state, county, or other governmental authorities having jurisdiction thereof. Without in any way limiting any obligation of Lessee under the Lease, Lessee shall indemnify, defend and hold harmless Lessor from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Lessee's Work.

37. Lessor's Work. Lessor shall complete all of Lessor's Work, as described below and in Exhibit G attached hereto and incorporated herein. In addition, upon receipt of Lessee's Notice to Proceed, Lessor shall relocate Desert Sun Tanning Salon out of the Premises. Lessee shall reimburse Lessor $85,000.00 for the relocation of Desert Sun Tanning Salon out of the Premises, provided Lessee shall not reimburse Lessor more than $85,000.00 for such Desert Sun Tanning Salon relocation ("Desert Sun Relocation Expense"). Lessee shall not be responsible for any free rent provided by Lessor to Desert Sun Tanning Salon in connection with such relocation. Notwithstanding any of the foregoing, Lessor shall have the right to terminate this Lease in the event that in Lessor's reasonable discretion the relocation of Desert Sun Salon is not possible. Lessor's decision to terminate the Lease shall be evidenced and delivered in writing to Lessee no later than ninety (90) days following Lessor's receipt of Lessee's Notice to Proceed, during which ninety (90) day period Lessee shall still be obligated to pay Holding Fee. Lessor shall deliver the Premises to Lessee with dedicated 2" water line/1.5" meter, provided Lessee pay Lessor $20,000.00 for such dedicated line and meter ("Line & Meter Expense"). Lessee shall reimburse Lessor for the Desert Sun Relocation Expense and Line & Meter Expense upon the Commencement Date.

All Lessor's Work shall be done in a good and workmanlike manner and in compliance with all applicable laws, ordinances, building and safety codes, regulations and orders of the federal, state, county, or other governmental authorities having jurisdiction thereof. Without in any way limiting any obligation of Lessor under the Lease, Lessor shall indemnify, defend and hold harmless Lessee from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Lessor's Work.

38. Lessor's Sale of the Building. Lessor may, at any time, without the prior consent of Lessee, contract to and/or perform any of the following transactions with respect to an interest in Lessor, the Lease, the Premises, the realty underlying the Premises, and/or any portion of or interest in the realty or improvements owned or hereafter acquired by Lessor: sale, purchase, exchange, transfer, assignment, lease, conveyance (collectively referred to herein as "Sale"); and/or encumbrance, pledge, mortgage, deed of trust, hypothecation or sale and leaseback transaction (collectively referred to herein as "Mortgage"). From and after a Sale, Lessor shall be released from all liability to Lessee and Lessee's successors and assigns arising from this Lease because of any act, occurrence or omission of Lessor occurring after such Sale, and Lessee shall look solely to Lessor's successor in connection with the same; provided however, that Lessor shall not be released from liability to Lessee and Lessee's successors and assigns from this Lease because of any act, occurrence or omission of Lessor occurring prior to such Sale, unless such liability is expressly assumed by Lessor's successor-in-interest in the Building and Premises. Within thirty (30) days following the effective date of a Sale, Lessor shall notify Lessee whether Lessor's successor-in-interest and assignee to this Lease would or would not be a Referral Source as described in Section 22 above.

39. Lessee's Satellite and Cable Rights. Lessee shall have the right to place a satellite dish on the roof and run appropriate electrical cabling from the Premises to such satellite dish and/or install cable service to the Premises at no additional fee. Lessor shall reasonably cooperate with Lessee's satellite or cable provider to ensure there is no delay in acquiring such services.

40. Regulatory Compliance. In the event Lessor, or Lessor's successors or assigns become a Referral Source as described in Section 22 above, this Section 40 shall apply but shall have no effect until such time:

40.1 Referral Source. Lessor and Lessee hereby acknowledge and agree that it is not a purpose of this Lease or any of the transactions contemplated herein to exert influence in any manner over the reason or judgment of any party with respect to the referral of patients or business of any nature whatsoever. It is the intent of the parties hereto that any referrals that may be made directly or indirectly by Lessor to Lessee's business, shall be based solely upon the medical judgment and discretion of a patient's physician while acting in the best interests of the patient. Lessor and Lessee hereby agree that the Rent and any increases in the Rent reflect fair market value and do not take into account the volume or value of referrals or business that may otherwise be generated between the parties for which payment may be made in whole or in part under Medicare, Medicaid or other Federal health care programs.

40.2 Termination Due to Legislative or Administrative Changes. In the event that there shall be a change in applicable health care law or the interpretation thereof, including, without limitation, Medicare or Medicaid, statutes, regulations, or general instructions, (or the application thereof), the adoption of new legislation or regulations applicable to this Lease, the implementation of a change in payment methodology in any material third party payor reimbursement system, or the initiation of an enforcement action with respect to any applicable health care law, any of which affects the continuing legality of this Lease, then either party may, by notice, propose an amendment to conform this Lease to applicable laws. If notice of such proposed change is given and the parties hereto are unable to agree within ninety (90) days upon an amendment, then either party may terminate this Lease by ten (10) days' advance written notice to the other party, unless a sooner termination is required under applicable law or circumstances.

40.3 Exclusions. During the term of this Lease, Lessor shall notify Lessee of any exclusion of Lessor or its affiliates from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs ("Exclusion") within two (2) business days of learning of any such Exclusion or any basis therefore. Lessee shall have the right to immediately terminate this Lease and any and all other agreements between Lessor and its affiliates on the one hand and Lessee and its affiliates on the other hand, upon learning of any Exclusion or any reasonable basis therefore against the other, its affiliates and/or any employee, contractor or agent engaged by any of them to provide items or services.

40.4 Medicare Access to Books and Records. In the event, and only in the event, that Section 952 of P.L. 96-499 (42 U.S.C. Section 1395x(v)(1)(I)) is applicable to this

Lease, Lessee and Lessor agree as follows: (i) until the expiration of four years after the termination of this Lease, Lessor shall make available, upon written request by the Secretary of the federal Department of Health and Human Services or upon request by the Comptroller General of the United States, or any of their duly authorized representatives, this Lease, and books, documents and records of Lessor that are necessary to certify the nature and extent of the costs incurred pursuant to this Lease; (ii) if Lessor carries out any of the duties of this Lease or other contract between the parties through a subcontract, with a value or cost of $10,000 or more over a twelve-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of the federal Department of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of the costs incurred pursuant to such subcontract; and (iii) Lessor shall notify Lessee immediately of the nature and scope of any request for access to books and records described above and shall provide copies of any books, records or documents to Lessee prior to the provision of same to any governmental agent to give Lessee an opportunity to lawfully oppose such production of documents if Lessee believes such opposition is warranted. In addition, Lessor shall indemnify and hold Lessee harmless from any liability arising out of any refusal by Lessor to grant access to books and records as required above. Nothing herein shall be deemed to be a waiver of any applicable privilege (such as attorney client privilege) by Lessee.

40.5. Medical Director or Other Agreements. In the event of the termination of any existing medical director or other agreement between Lessee, or any of its parent company, affiliates, or subsidiaries and Lessor, its affiliates or any person, corporation, partnership or other entity which owns or controls, directly or indirectly any of the business or assets of Lessor, including an immediate family member, Lessee shall have the right to terminate this Lease upon written notice to Lessor.

40.6. Representations and Warranties of Lessee. Lessee represents and warrants to Lessor as follows:

(a) Non-Exclusion. Neither Lessee nor any of its affiliates are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs; and

(b) Business Terms. To Lessee's knowledge: (a) the Premises do not exceed that which is reasonable and necessary for the legitimate business of Lessee; (b) Lessee's Proportionate Share does not exceed Lessee's pro-rata share of expenses for the Premises and common areas based upon the total Building Rentable Area; and (c) the rental charges: (i) are set in advance, (ii) are consistent with fair market value, (iii) do not take into account the volume or value of any referrals or other business generated between the parties, nor do they include any additional charges attributable to the proximity or convenience of Lessor as a potential referral source; and (iv) would be commercially reasonable even if no referrals were made between Lessee and Lessor or their respective affiliates.

40.7. Representations and Warranties of Lessor. Lessor represents and warrants to Lessee as follows:

(a) Non-Exclusion. Neither Lessor nor any of its affiliates (i) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs; or (ii) have arranged or contracted (by employment or otherwise) with any employee, contractor or agent that Lessor or its affiliates know or should know are excluded from participation in any federal health care program;

(b) Advisory Opinion. Lessor shall not, directly or indirectly, request or cause an Advisory Opinion to be requested regarding or relating to the legality of this Lease or the transactions contemplated hereunder or substantially similar circumstances from any governmental body, including without limitation the U.S. Department of Health and Human Services Office of Inspector General or the Centers for Medicare and Medicaid Services without the prior written concurrence of Lessee, whether pursuant to this Section or otherwise. All submissions of any nature in connection with an Advisory Opinion request shall be approved in writing by Lessee prior to submission; and

(c) Business Terms. To Lessor's knowledge: (a) the Premises do not exceed that which is reasonable and necessary for the legitimate business of Lessee; (b) Lessee's Proportionate Share does not exceed Lessee's pro-rata share of expenses for the Premises and common areas based upon the total Building Rentable Area; and (c) the rental charges: (i) are set in advance, (ii) are consistent with fair market value, (iii) do not take into account the volume or value of any referrals or other business generated between the parties, nor do they include any additional charges attributable to the proximity or convenience of Lessee as a potential referral source, and (iv) would be commercially reasonable even if no referrals were made between Lessee and Lessor or their respective affiliates.

41. Cooperation with Lessee's Cost Reporting Responsibilities. Lessor's full cooperation with applicable authorities in connection with cost reporting is essential for Lessee's continued operation of its business. Therefore, Lessor agrees to provide to Lessee, within thirty (30) days of Lessee's request, any and all information that is reasonably necessary for Lessee to fulfill its cost reporting requirements to such applicable authorities.

42. Protected Health Information.

(a) Lessor acknowledges and agrees that from time to time during the Term, Lessor, its representatives or assigns may be exposed to, or have access to, Protected Health Information ("PHI"), as defined by HIPAA, 45 CFR Parts 160 and 164. Lessor agrees that it will not use or disclose PHI for any purpose unless required by a court of competent jurisdiction or by any governmental authority in accordance with the requirements of HIPAA and all other applicable medical privacy laws.

(b) Lessor shall preserve any "Confidential Information" of or pertaining to Lessee and shall not, without first obtaining Lessee's prior written consent, disclose to any person or organization, or use for its own benefit, any Confidential Information of or pertaining

to Lessee during and after the Lease Term, unless such Confidential Information is required to be disclosed by a court of competent jurisdiction or by any governmental authority. As used herein, the term "Confidential Information" shall mean any business, financial, personal or technical information relating to the business or other activities of Lessee that Lessor obtains in connection with this Lease.

43. Consent. Unless otherwise expressly stated herein, whenever either party's consent is required under this Lease, such consent shall not be unreasonably withheld or delayed, and with regard to Lessor's consent Lessor's commercially reasonable satisfaction shall be sufficient for any matters under this Lease.

44. Approval by DaVita Inc. as to Form. The parties acknowledge and agree that this Lease shall take effect and be legally binding upon the parties only upon full execution hereof by the parties and upon approval by DaVita Inc. as to the form hereof.

45. Counterparts. This Lease may be executed in any number of counterparts via facsimile or electronic transmission or otherwise, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

46. Lessee's Certificate of Need Contingency. This Lease is contingent upon Lessee obtaining a CON that it deems acceptable. Lessee may, at any time on or before thirty-six (36) months following the Effective Date, at its sole discretion, terminate this Lease by providing Lessor with written notice and the parties hereto shall be released from all liability hereunder except as set forth in this Section 46. In the event Lessee terminates this Lease pursuant to this Section 46 on or before Lessee's Notice to Proceed, the parties hereto shall be released from all liability hereunder, except that Lessee shall reimburse Lessor for actual legal expenses associated with negotiation of this Lease, not to exceed $3,500.00. In the event, however, that Lessee terminates this Lease pursuant to this Section 46 after providing Lessor with Lessee's Notice to Proceed, Lessee may only terminate this Lease upon written notice and payment to Lessor in the amount of actual expenses, including without limitation, leasing commissions, and construction costs that Lessor reasonably proves it has incurred. In the event Lessee is unable to obtain the acceptable CON on or before October 1, 2012, Lessor shall have the right to terminate this Lease upon written notice to Lessee; provided Lessee receives such written notice on or before October 15, 2012.

47. Press Releases and Public Statements. Neither Lessor nor Lessee shall, without the prior written approval of the other party, issue, or permit any agent or affiliate of it to issue, any press releases or otherwise make, or cause any agent or affiliate of it to make, any public statements with respect to this Lease and/or the transactions contemplated hereunder, except where such release or statement is deemed in good faith by the releasing party to be required by applicable law or under the rules and regulations of the NASDAQ or NYSE (or other public stock exchange of similar reputation and standing) on which the shares of such party or any of its affiliates are listed. In each case to which such exception applies, the releasing party will use its reasonable best efforts to provide a copy of such release or statement to the other party prior to releasing or making the same.

[Signature page follows]

IN TESTIMONY WHEREOF, Lessor and Lessee have caused this Lease to be executed as a sealed instrument, effective as of the day and year first above written.

LESSOR:

KT HARBOR STATION, LLC

By Troy Muljat, its managing member

By: _____
Name: Manager
Title: Troy Muljat
Date: 8-29-11

STATE OF Washington
COUNTY OF Whatcom

On this 29th day of August, 2011, before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared Troy Muljat, to me known to be the Managing Member, of KT Harborstation LLC, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said corporation, for the uses and purposes therein mentioned.

Witness my hand and seal the day and year first above written.

Malgorzata Bik
Notary Public residing at Ferndale
Printed Name: Malgorzata Bikker
My Commission Expires: 3/9/2014

MALGORZATA E BIKKER
Notary Public
State of Washington
My Commission Expires
March 09, 2014

LESSEE:

TOTAL RENAL CARE, INC.

By: _____
Name: Ray Follett
Title: DVP
Date: 8/30/11

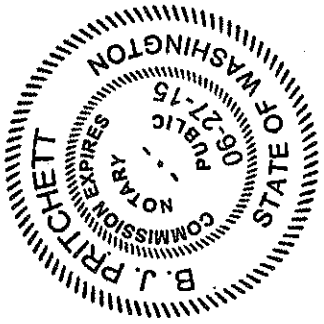
STATE OF Washington
COUNTY OF King

On this 30th day of August, 2011, before me, the undersigned, a Notary Public in and for the State of WA, duly commissioned and sworn, personally appeared Ray Follett, to me known to be the Vice President, of DaVita, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said corporation, for the uses and purposes therein mentioned.

Witness my hand and seal the day and year first above written.

B J Pritchett

Notary Public residing at Anacortes
Printed Name: B J Pritchett
My Commission Expires: June 27, 2015



FOR LESSEE'S INTERNAL PURPOSES ONLY:
APPROVAL BY DAVITA INC. AS TO FORM ONLY

By: _____
Name: _____
Title: Group General Counsel

LESSEE:

TOTAL RENAL CARE, INC.

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____
COUNTY OF _____

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____, to me known to be the _____, of _____, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said corporation, for the uses and purposes therein mentioned.

Witness my hand and seal the day and year first above written.

_____
Notary Public residing at _____
Printed Name: _____
My Commission Expires: _____

FOR LESSEE'S INTERNAL PURPOSES ONLY:
APPROVAL BY DAVITA INC. AS TO FORM ONLY

By: _____
Name: Margaret Howell Benson
Title: Group General Counsel

EXHIBIT A

LEGAL DESCRIPTION/BUILDING SITE PLAN

(attached)

EXHIBIT A

LEGAL DESCRIPTION

That certain tract of land situated in the County of Island, State of Washington, and more particularly described as follows:

PARCEL A:

That portion of the William Ellmore Donation Claim, in Section 35, Township 33 North, Range 1 East W.M., described as follows:

Beginning at a point 111.88 feet south and 30.0 feet West of the Northwest corner of the Z.M. Taftezon D.C. in said Section 35, said point also being 287.51 feet South and 30.0 feet West of the Northeast corner of said Ellmore D.C.;
thence South 0°24' West parallel to the East line of said Ellmore D.C. a distance of 296.74 feet, more or less, to the Southeast corner vacated Tract 63 of Neil H. Koetje's 2nd Addition to Oak Harbor, as per plat recorded in Volume 4 of Plats, page 63, records of Island County; thence North 62°14' West 184.0 feet to the Easterly line of Secondary State Highway 1-D; thence North 38°00' East along said Easterly line of Secondary State Highway 1-D a distance of 267.79 feet to the point of beginning.

PARCEL B:

Lots 4, 5, 6, 7, 8, 10, 11, 12, 13, 14 and 15 Replat of Lot 1, Block C, Neil Koetje's Addition to Oak Harbor, according to plat recorded in Volume 4 of Plats, page 59, records of Island County, Washington.

EXCEPT any portion as deeded to the City of Oak Harbor by Deed recorded November 13, 1974 under Auditor's File No. 278830.

PARCEL C:

That portion of the Z.M. Taftezon Donation Land Claim, in Section 35, Township 33 North, Range 1 East, W.M. described as follows:

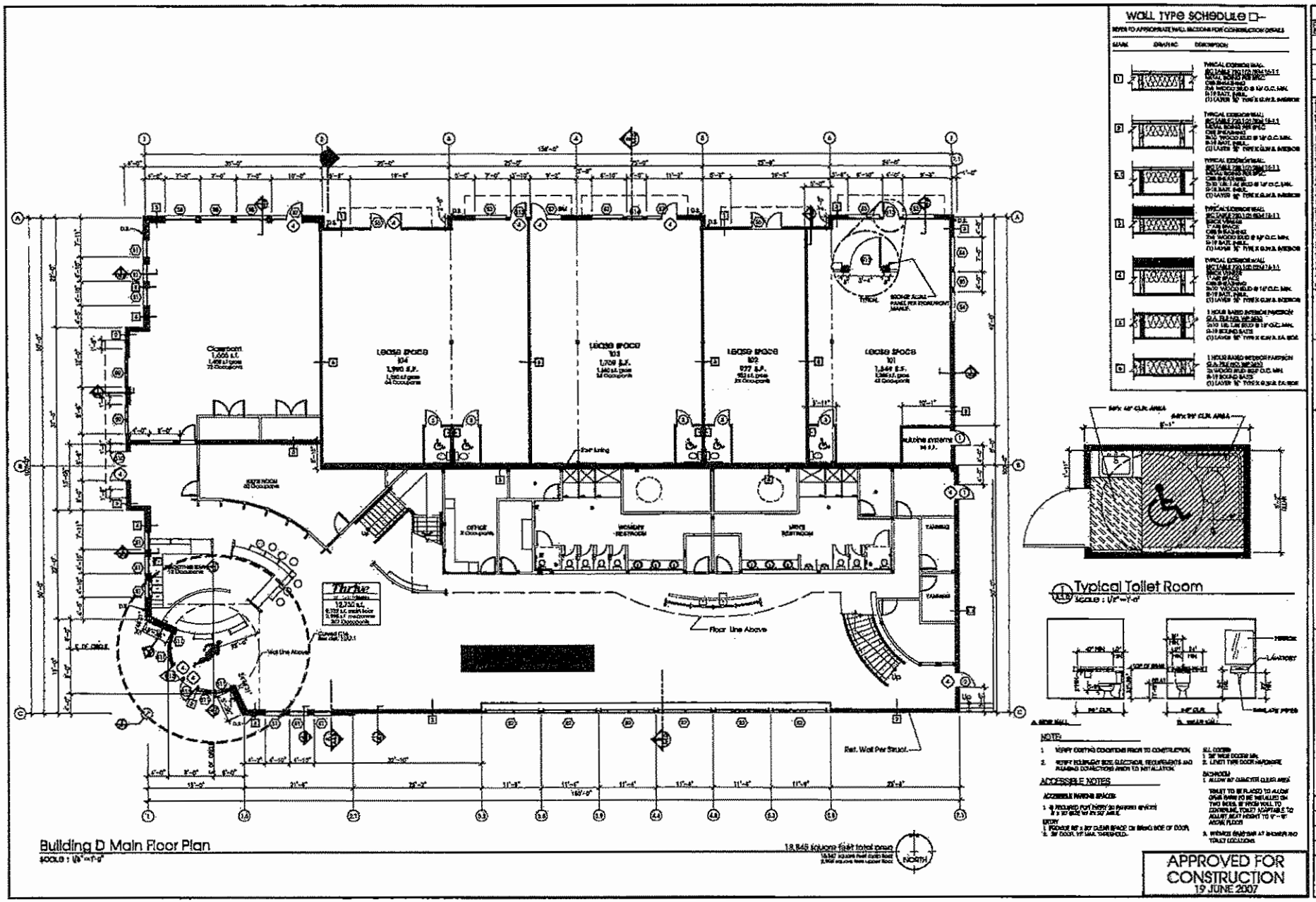
A strip of land being 30 feet East of the following described line. Beginning at a point on the West line of the Z.M. Taftezon DLC 408.50 feet South of the Northwest corner of the Z.M. Taftezon DLC in said Section 35, said point also being 584.13 feet South of the Northeast corner of said Ellmore DLC, the point of beginning; thence North on the East line of said Ellmore DLC a distance of 336.16 feet, more or less, to the South right of way line of SR and SE 7th Street and the terminus of 30 ft strip. Said parcel of land containing approximately 10,470 SF of land.

All parcels are situate in the County of Island, State of Washington.

EXHIBIT B

PREMISES FLOOR PLAN

(attached)


WALL TYPE SCHEDULE
Typical Toilet Room
Building D Main Floor Plan
Floor Line Above
Wall Line Above
Ref. Wall Per Struct.
NORTH
APPROVED FOR CONSTRUCTION
19 JUNE 2007
BUILDING D
MAIN FLOOR PLAN
HARBOR STATION
A COMMERCIAL CENTER for
KT DEVELOPMENT
A3.0

SR 29
ZONING R-1
IZETT STREET
ZONING R-1
SITE PLAN
SCALE: 1" = 40'-0"
ZONING C-3
ZONING R-0
ALLEY
NE 7th AVE
ZONING C-3
ZONING R-0
ZONING C-3
ZONING C-3

EXHIBIT C

FORM OF COMMENCEMENT DATE MEMORANDUM

With respect to that certain lease ("Lease") dated _____, between _____ ("Lessor") and _____ ("Lessee"), whereby Lessor leased to Lessee and Lessee leased from Lessor space located at _____ (the "Premises"). Lessee and Lessor hereby acknowledge as follows:

(1) Lessor delivered possession of the Premises to Lessee on _____ (the "Possession Date");

(2) The Term of the Lease commenced on _____ (the "Commencement Date"); and

(3) Lessee shall commence payment of Rent on _____.

(4) The Premises contain _____ rentable square feet of space.

All capitalized terms herein, not otherwise defined herein, shall have the meaning assigned in the Lease.

IN WITNESS WHEREOF, this Commencement Date Memorandum is executed the date(s) set forth below.

LESSOR:

_____

By: _____
Name: _____
Title: _____
Date: _____

LESSEE:

_____

By: _____
Name: _____
Title: _____
Date: _____

FOR LESSEE'S INTERNAL USE ONLY
APPROVED AS TO FORM ONLY:

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT D

FORM W-9

(attached)

Form **W-9**
(Rev. January 2003)
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.

Print or type
See Specific Instructions on page 2.

Name: KT Harbor Station LLC

Business name, if different from above:

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.): 510 Lakeway Drive

Requester's name and address (optional):

City, state, and ZIP code: Bellingham, WA 98225

List account number(s) here (optional):

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. 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: 77-0770537-0

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. person (including a U.S. resident alien).

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 ▶ [signature] Date ▶ 8-9-11

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.

U.S. person. 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.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you should use the requester's form. However, this form must meet the acceptable specifications described in* ***Pub. 1167,*** *General Rules and Specifications for Substitute Tax Forms and Schedules.*

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515,** Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

EXHIBIT E

FORM OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT (this "Agreement") is entered into as of _____, 200__ (the "Effective Date"), between _____ (the "Mortgagee"), and _____ (the "Lessee").

WHEREAS, by Lease dated _____, ____ (hereinafter called the "Lease"), _____ (hereinafter called "Lessor") has leased to Lessee and Lessee has rented from Lessor the approximately _____ rentable square feet of leased premises ("Lessee's Premises") located within the _____(such real property, including all buildings, improvements, structures and fixtures located thereon, "Lessor's Premises").

WHEREAS, Mortgagee has made a loan to Lessor in the original principal amount of $_____ (the "Loan"); and

WHEREAS, To secure the Loan, Lessor has encumbered Lessor's Premises by entering into that certain Deed of Trust and Security Agreement dated _____, in favor of Mortgagee (as amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time, the "Mortgage") recorded on _____, under Clerk's File No. _____, in the Official Public Records of Real Property of the County of _____, State of _____ (the "Land Records").

WHEREAS, Lessee desires that Mortgagee recognize Lessee's rights under the Lease in the event of foreclosure of Mortgagee's lien, and Lessee is willing to agree to attorn to the purchaser at such foreclosure if Mortgagee will recognize Lessee's right of possession under the Lease.

NOW, THEREFORE, for and in consideration of their respective covenants herein made and the receipt of other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Definitions.**

The following terms shall have the following meanings for purposes of this Agreement.

1.1 *Foreclosure Event.* A *"Foreclosure Event"* means: (a) foreclosure under the Mortgage; (b) any other exercise by Mortgagee of rights and remedies (whether under the Mortgage or under applicable law, including bankruptcy law) as holder of the Loan and/or the Mortgage, as a result of which Successor Lessor becomes owner of Lessor's Premises; or (c) delivery by Lessor to Mortgagee (or its designee or nominee) of a deed or other conveyance of Lessor's interest in Lessor's Premises in lieu of any of the foregoing.

1.2 *Former Lessor.* A *"Former Lessor"* means Lessor and any other party that was landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

1.3 *Offset Right.* An *"Offset Right"* means any right or alleged right of Lessee to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Lessor pursuant to this Agreement), claim, counterclaim, reduction, deduction, or abatement against Lessee's payment of Rent or performance of Lessee's other obligations under the Lease, arising (whether under the Lease or other applicable law) from Lessor's breach or default under the Lease.

1.4. *Rent.* The *"Rent"* means any fixed rent, base rent or additional rent under the Lease.

1.5 *Successor Lessor.* A *"Successor Lessor"* means any party that becomes owner of Lessor's Premises as the result of a Foreclosure Event.

1.6 *Termination Right.* A *"Termination Right"* means any right of Lessee to cancel or terminate the Lease or to claim a partial or total eviction arising (whether under the Lease or under applicable law) from Lessor's breach or default under the Lease.

2. **Subordination.**

The Lease shall be, and shall at all times remain, subject and subordinate to the Mortgage, the lien imposed by the Mortgage, and all advances made under the Mortgage.

3. **Nondisturbance, Recognition and Attornment.**

3.1 *No Exercise of Mortgage Remedies Against Lessee.* So long as the Lease has not been terminated on account of Lessee's default that has continued beyond applicable cure periods (an "Event of Default"), Mortgagee shall not name or join Lessee as a defendant in any exercise of Mortgagee's rights and remedies arising upon a default under the Mortgage unless applicable law requires Lessee to be made a party thereto as a condition to proceeding against Lessor or prosecuting such rights and remedies. In the latter case, Mortgagee may join Lessee as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Lessee's rights under the Lease or this Agreement in such action. If Mortgagee joins Lessee in such action, Lessor, by executing the Consent hereinafter set forth, agrees to indemnify, defend and hold Lessee harmless from and against any loss, cost or expense incurred or suffered by Lessee, including without limitation, legal fees, in being a party to or arising from such action.

3.2 *Nondisturbance and Attornment.* If the Lease has not been terminated on account of an Event of Default by Lessee, then, when Successor Lessor takes title to Lessor's Premises: (a) Successor Lessor shall not terminate or disturb Lessee's possession or quiet enjoyment of

Lessee's Premises under the Lease, except in accordance with the terms of the Lease and this Agreement; (b) Successor Lessor shall be bound to Lessee under all the terms and conditions of the Lease (except as provided in this Agreement); (c) Lessee shall recognize and attorn to Successor Lessor as Lessee's direct landlord under the Lease as affected by this Agreement; and (d) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Lessor and Lessee.

3.3 *Further Documentation.* The provisions of Section 3 shall be effective and self-operative without any need for Successor Lessor or Lessee to execute any further documents. Lessee and Successor Lessor shall, however, confirm the provisions of Section 3 writing upon request by either of them.

3.4 *Consent to Lease.* Mortgagee hereby consents to the Lease and all of the terms and conditions thereof.

4. **Protection of Successor Lessor.**

Notwithstanding anything to the contrary in the Lease or the Mortgage, Successor Lessor shall not be liable for or bound by any of the following matters:

4.1 *Claims Against Former Lessor.* Any Offset Right that Lessee may have against any Former Lessor relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by Former Lessor that occurred before the date of attornment. (The foregoing shall not limit Lessee's right to exercise against Successor Lessor any Offset Right otherwise available to Lessee because of events occurring after the date of attornment, if any).

4.2 *Prepayments.* Any payment of Rent that Lessee may have made to Former Lessor more than thirty days before the date such Rent was first due and payable under the Lease with respect to any period after the date of attornment other than, and only to the extent that, the Lease expressly required such a prepayment

4.3 *Payment; Security Deposit.* Any obligation: (a) to pay Lessee any sum(s) that any Former Lessor owed to Lessee or (b) with respect to any security deposited with Former Lessor, unless such security was actually delivered to Mortgagee.

4.4 *Termination, Surrender, Etc.* Any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Lessor and Lessee, unless effected unilaterally by Lessee pursuant to the express terms of the Lease or which results because of a default by Lessor under the Lease.

5. **Miscellaneous.**

5.1 *Notices.* All notices or other communications required or permitted under this Agreement shall be in writing and given by certified mail (return receipt requested) or by nationally recognized overnight courier service that regularly maintains records of items delivered. Notices shall be effective the next business day after being sent by overnight courier service, and three business days after being sent by certified mail (return receipt requested). Unless and until notice of a change of address is given under this Agreement, notices or other communications shall be given to Mortgagee and Lessee, respectively, at the following address:

Mortgagee:

_____
_____
_____
Attn: _____

With a copy to: _____
_____
_____
Attn: _____

Lessee:

_____
c/o DaVita Inc.
601 Hawaii Street
El Segundo, California 90245
Attn: General Counsel

With a copy to:

_____
_____
_____
Attn: _____

5.2 *Successors and Assigns.* This Agreement shall bind and benefit the parties their successors and assigns, any Successor Lessor, and its successors and assigns.

5.3 *Entire Agreement.* This Agreement constitutes the entire agreement between Mortgagee and Lessee regarding the subordination of the Lease to the Mortgage and the rights and obligations of Lessee and Mortgagee as to the subject matter of this Agreement.

5.4 *Interaction with Lease and with Mortgage.* If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Lessor, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for subordination of the Lease to, or for delivery of nondisturbance agreements by the holder of the Mortgage. Mortgagee confirms that Mortgagee has consented to Lessor's entering into the Lease.

5.5 *Mortgagee's Rights and Obligations.* Except as expressly provided for in this Agreement, Mortgagee shall have no obligation to Lessee with respect to the Lease.

5.6 *Interpretation; Governing Law.* The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State where the Premises is located, including its principles of conflict of laws.

5.7 *Amendments.* This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

5.8 *Execution.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

5.9 *Representations.* The parties represent that they each have full authority to enter into this Agreement. Mortgagee agrees to keep a copy of this Agreement in its permanent mortgage records with respect to the Loan.

[Signatures on the next page]

IN WITNESS WHEREOF, this Agreement has been duly executed by Mortgagee and Lessee as of the date(s) set forth below.

MORTGAGEE:

_____

By: _____
Name: _____
Title: _____
Date: _____

LESSEE:

_____

By: _____
Name: _____
Title: _____
Date: _____

LESSOR'S CONSENT

Lessor consents and agrees to the foregoing Agreement (including without limitation, the provisions of Section 3.1), which was entered into at Lessor's request. The foregoing Agreement shall not alter, waive or diminish any of Lessor's obligations under the Mortgage or the Lease. The above Agreement discharges any obligations of Mortgagee under the Mortgage and related loan documents to enter into a nondisturbance agreement with Lessee and the obligations of Lessee to enter into a subordination agreement with Mortgagee.

LESSOR:

_____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT F

FORM OF ESTOPPEL CERTIFICATE

THIS ESTOPPEL CERTIFICATE is made as of the ____ day of _____, 200___ by _____ ("Lessee") in connection with that certain Lease Agreement dated _____ by and between Lessee and _____, as Lessor (the "Lease") for the premises located at _____ (the "Premises").

Lessee hereby certifies to _____ as follows:

1. A true and correct copy of the Lease together with all amendments is attached hereto as Exhibit "A". There are no other oral or written agreements or understandings between Lessor and Lessee relating to the Premises.

2. The information set forth below is true and correct as of the date hereof:

   (a) Approximate square footage of the Premises: _____ rentable square feet
   (b) Monthly installment of Rent as of the date hereof: $_____
   (c) Commencement Date: _____
   (d) Termination date: _____
   (e) Security deposit: _____
   (f) Prepaid rent in the amount of: _____
   (g) Renewal Options: _____

3. Lessee has accepted possession of the Premises and is in occupancy thereof under the Lease. As of the date hereof, the Lease is in full force and effect.

4. To the best of Lessee's actual knowledge and belief, without inquiry or investigation, there exists no default, no facts or circumstances exist that, with the passage of time or giving of notice, will or could constitute a default, event of default, or breach on the part of either Lessee or Lessor.

5. No rent has been or will be paid more than thirty (30) days in advance.

6. Lessee has no right of first refusal, option, or other right to purchase the Building or any part thereof, including, without limitation, the Premises.

[Signature page follows]

IN WITNESS WHEREOF, Lessee has executed this Estoppel Certificate as of the date first above written.

LESSEE:

_____

By: _____
Name: _____
Title: _____
Date: _____

FOR LESSEE'S INTERNAL PURPOSES ONLY:
APPROVAL AS TO FORM ONLY

By:_____
Name: _____
Title: Group General Counsel
Date: _____

EXHIBIT A TO ESTOPPEL CERTIFICATE

COPY OF LEASE

(attached)

EXHIBIT G

LESSOR'S WORK

Existing Building MBBI

At a minimum, the Lessor shall provide the following Base Building Improvements to meet DaVita's requirements for an Existing Base Building Improvements at Lessor's sole cost:

All MBBI work completed by the Lessor will need to be coordinated and approved with DaVita and there Consultants prior to any work being completed, including shop drawing submittals reviews.

Building Codes & Design – All Minimum Base Building Improvements(MBBI) are to be performed in accordance with all current local, state, and federal building codes, to the best of Landlord's knowledge, including any related amendments, fire and life safety codes, ADA regulations, State Department of Public Health, and other applicable and codes. All Lessor's work will have Governmental Authorities Having Jurisdiction ("GAHJ") approved architectural and engineering (Mechanical, Plumbing, Electrical, Structural, Civil, Environmental) plans and specifications prepared by a licensed architect and engineer.

Zoning & Permitting – Building and premises must be zoned to perform services as a dialysis clinic. Lessor to provide all Zoning information related to the base building.

Common Areas - All common areas must be code compliant for Life Safety and ADA compliance.

Demolition - Lessor will be responsible for demolition of all interior partitions, doors and frames, plumbing, electrical, mechanical systems and finishes of the existing building from slab to roof deck to create a "Vanilla box" condition. Space shall be broom clean and ready for interior improvements specific to the buildout of a dialysis facility. Building to be free and clear of any components, asbestos or material that is in violation of any EPA standards of acceptance.

Foundation and Floor – Existing Foundations and Slab on Grade in Lessee space must be free of cracks and settlement issues. All repairs will be done by Lessor at his cost and be done prior to Lessee acceptance of space for construction. Any issues with slab during Lessee construction will be brought up to Lessor attention and cost associated with slab issue to repair will be paid by Lessor.

Any slab replacement will be of the same thickness of the adjacent slab with a minimum concrete strength of 4,000-psi with wire or fiber mesh, and/or rebar reinforcement over vapor barrier.

Structural – Existing exterior walls, lintels, floor and roof framing shall remain as-is and be free of defects. Should any defects be found repairs will be made by Lessor at his cost. Any repairs will meet with current codes and approved by a Structural Engineer and or Lessee.

Exterior Walls
All exterior walls shall be in good shape and properly maintained. Any damaged drywall and or Insulation will be replaced by Lessor prior to Lessee accepting the space.

Demising walls - All demising walls shall be a 1 hr fire rated wall. If it does not meet this, Lessor will bring demising wall up to meet the requirements. Demising walls will have sound attenuation batts from floor to underside of deck.

Roof Covering – The roof, roof drains and downspouts shall be properly maintained to guard against roof leaks and can properly drain. Lessor will provide Lessee the information on the Roof and Contractor holding warranty. Lessor to provide minimum of R30 roof insulation at roof deck. If the R30 value is not

meet, Lessor to increase R-Value by having installed additional insulation to meet requirement to the underside of the deck.

Any new penetrations made during build-out will be at the Lessee's cost and coordinated with the original roofer to keep warranties in place.

Windows – Broken, missing and/or damaged glass or frames will be replaced by Lessor

Thermal Insulation – as is

(a)

(b)

(c)

(d)

(e) Exterior Doors – As is

Tenant may elect to install the following, at Tenant's sole expense and subject to the adjacent tenant(s) having no reasonable objections:

- Front/ Patient Entry Doors: Provide Storefront with insulated glass doors and Aluminum framing to be 42" width including push paddle/panic bar hardware, continuous hinge and lock mechanism. Door to be prepped to accept power assist opener and push button keypad lock provided by Lessee.

- Service Doors: Provide a 48" wide single door with 20 gauge insulated hollow metal, Flush bolts, T astragal, Heavy Duty Aluminum threshold, continuous hinge each leaf, prepped for panic bar hardware (as required by code) painted with rust inhibiting paint and prepped to receive a push button keypad lock provided by Lessee.

Utilities – All utilities to be provided at designated utility entrance points into the building at locations approved by the Lessee. Lessor is responsible for all tap/connection and impact fees for all utilities. All Utilities to be coordinated with Lessee's Architect.

Plumbing – Provide a dedicated 2" water line shall be provided, if not already present (and not tied-in to any other lessees spaces, fire suppression systems, or irrigation systems) with a shut off valve, 2 (two) 2" backflow preventors in parallel (with drain under BFP's), and 1.5" meter to provide a continuous minimum 50 psi, with a minimum flow rate of 30 gallons per minute. Lessor to provide Lessee with the most recent water flow and pressure test results (gallons per minute and psi) for approval. Lessor shall stub the dedicated water line into the building to the location on Lessee plans subject to the terms and conditions herein referenced in the RFP dated July 13, 2011. Lessor to provide and all tap fees related to new sanitary sewer and water services in accordance with local building and regulatory agencies subject to the terms and conditions herein referenced in the RFP dated Aug 29, 2011.

Existing Sanitary sewer needs to be four-inch (4") minimum to Lessee space and have an invert level of 42" minimum entering the space, lift station/sewage ejectors will not be permitted. If the Sanitary line is not 4", Lessor will have installed a new line to a location per Lessee plans. All cost associated with line, tap and impact fees will be subject to the terms and conditions herein referenced in the RFP dated Aug 29, 2011.

Sanitary sampling manhole if required by local municipality on new line, shall be the responsibility of Lessee.

Fire Suppression and Alarm System – Existing Fire Sprinkler Systems and fire alarm control panel shall be maintained by Lessor the cost to maintain being recaptured via CAM or NNN as an operating expense. Lessor to provide pertinent information on systems for Lessee Engineers for design. Lessor to provide current vendor for system and monitoring company.

Existing Fire Alarm system shall be maintained and in good working order by Lessor prior to Lessee acceptance of space. If FA Panel is unable to accommodate Lessee requirements Lessor to upgrade panel at Lessor's cost.

Electrical – ~~Service size to be 400 amp, 120/208 volt, 3 phase, 4 wire. Existing service to be a combined single service for Lessee space. Lessee will not accept multiple services to obtain the necessary amperage. Should this not be available Lessor will upgrade to meet the following criteria subject to the terms and conditions herein referenced in the RFP dated July 13, 2011:~~ Accepted by Lessee as-is

~~Provide new service (preferably underground) with a dedicated meter via a new CT cabinet. Service size to be determined 400 amp, 120/208 volt, 3 phase, 4 wire to a load center in the Lessee's utility room (location to be per Code and to a location per Lessee plans) for Lessee's exclusive use in powering equipment, appliances, lighting, heating, cooling and miscellaneous use. Transformer coordination with utility company, transformer pad, and underground conduit sized for service, circuit termination cabinet, grounding rod, main panel with breaker, conduit and wire inclusive of excavation, trenching and restoration. Lessee's Engineer shall have the final approval on the electrical service size and location.~~

Lessor will allow Lessee to install, at Lessee cost, Transfer Switch for temporary generator hook-up, of permanent generator.

Gas Service – Existing Natural gas service at a minimum have a 6" water column pressure and be able to supply 800,000-BTU's, such shall be installed subject to the terms and conditions herein referenced in the RFP dated Aug 29, 2011. Natural gas line shall be individually metered and sized per demand subject to the terms and conditions herein referenced in the RFP dated Aug 29, 2011.

Mechanical /Heating Ventilation Air Conditioning – Lessor to provide a detailed report from a HVAC company on all existing HVAC units i.e. age, CFM's, cooling capacity, service records etc for review by Lessee.

Landlord agrees to have the existing HVAC units serviced with a report on their condition made to Tenant prior to execution of lease. Assuming all units are in good working condition with more than 75% of their useful life estimated to remain, the following shall apply: In the event any unit fails within the first 5-years of the lease, Landlord shall pay to replace the unit(s) at Landlord's sole cost, while failure between years 6-8 shall be paid one half by Landlord and one half by Tenant and years 9-10 shall be paid one quarter by Landlord and three quarters by Tenant.

Leasee has permission to add units as needed and at Lessee's expense.

Telephone –provide a 1" conduit from Building Demark location to phone room location in Lessee space.

Cable or Satellite TV – Lessee will have the right to place a satellite dish at Lessee's cost on roof.

Handicap Accessibility - Full compliance with ADA and all local jurisdictions' handicap requirements. Lessor shall comply with all ADA regulations affecting the Building and entrance to Lessee space including, but not limited to, the elevator, exterior and interior doors, concrete curb cuts, ramps and walk approaches to / from the parking lot, parking lot striping for four (4) dedicated handicap stalls inclusive of

pavement markings and stall signs with current local provisions for handicap parking stalls, delivery areas and walkways.

Generator – Lessor to allow a generator to be installed if Lessee chooses to provide one.

Site Lighting – Lessor to provide adequate lighting per code and to illuminate all parking, pathways, and building access points.

Exterior Building Lighting – Lessor to provide adequate lighting per code and to illuminate the building main and service entrance with related sidewalks.

Parking Lot – Provide adequate amount of ADA curb cuts, handicap and standard parking stalls in accordance with dialysis use and overall building uses.

Trash Enclosure – Landlord to provide a space outside for a city-approved trash enclosure, to fit a 4 yard trash container and recycle container, with section of vandal-proof vinyl and locked Bio-hazard waste area. Bio-hazard area to be covered by metal roof and have a locking door.

DocuSign Envelope ID: A247A151-377D-4484-9EBC-C06538C576AE

COMMENCEMENT DATE MEMORANDUM

With respect to that certain Lease Agreement ("Lease") dated August 30, 2011, between **KT HARBOR STATION, LLC** ("Lessor") and **TOTAL RENAL CARE, INC** ("Lessee"), whereby Lessor leased to Lessee and Lessee leased from Lessor space located at Harbor Station Shopping Center located at 32650 SR 20, Unit D-101, Oak Harbor, WA 98277 (the "Premises"), Lessee and Lessor hereby acknowledge as follows:

(1) Landlord delivered possession of the Premises to Tenant on September 2, 2014 (the "Possession Date").

(2) The Term of the Lease commenced on January 1, 2015 (the "Commencement Date").

(3) The Expiration Date of the Lease is December 31, 2024.

(4) It is agreed that the first Lease Year shall end on December 31, 2015 and that each subsequent Lease Year shall end on December 31.

(5) Lessee shall commence payment of Base Rent and Additional Rent on January 1, 2015. Rent shall be prorated to include December 31, 2014.

(6) The Premises contain 6,025 rentable square feet of space.

(7) The last dates upon which the respective renewal options may be exercised are June 30, 2024, June 30, 2029 and June 30, 2034.

All capitalized terms herein, not otherwise defined herein, shall have the meaning assigned in the Lease.

IN WITNESS WHEREOF, this Commencement Date Memorandum is executed the date(s) set forth below.

LESSOR:

KT HARBOR STATION, LLC

By: _____
Name: KENT THOMAS
Title: MANAGER
Date: 2-19-15

LESSEE:

TOTAL RENAL CARE, INC

By: DocuSigned by: Jeffrey Pretty
10BE4D308259467...
Name: Jeffrey Pretty
Title: Assistant General Counsel
Date: February 17, 2015

Appendix 16

Zoning Documentation

From: Ray Lindenburg
To: Kristin Videto
Subject: RE: Zoning Confirmation
Date: Monday, May 17, 2021 4:58:51 PM
Attachments: image001.png
image002.png

WARNING: This email originated outside of DaVita. Even if this looks like a DaVita email, it is not.
DO NOT provide your username, password, or any other personal information in response to this or any other email.
DAVITA WILL NEVER ask you for your username or password via email.
DO NOT CLICK links or attachments unless you are positive the content is safe.
IF IN DOUBT about the safety of this message, use the Report Phishing button.

Kristin –

Your facility is located in the C-3 zone district and Oak Harbor Municipal Code sections 19.20.235 through 19.20.340 establishes medical offices and similar uses as permitted in that district. While dialysis stations are not specifically mentioned in our zoning code, the use is substantially similar to other permitted uses and can be considered to be of a lesser impact than other uses in the zone district, further reinforcing that it is a legal and permitted use in the zone.

Please let me know if you need a more formal document or additional information.

Ray

From: Kristin Videto <Kristin.Videto@davita.com>
Sent: Monday, May 17, 2021 4:31 PM
To: Ray Lindenburg <rlindenburg@oakharbor.org>
Subject: Zoning Confirmation

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Mr. Lindenburg,

I am submitting an Application to the State Certificate of Need department to increase our number of dialysis stations at our clinic at 32650 STATE RD 20 OAK HARBOR WA 98277-2641 and need to show that it is zoned for Medical use. Since we are already in this space I know we are within zoning but I need something in writing that shows this.

Could you please confirm that this address is zoned for a dialysis clinic? If not, do you know how I can get this information?

Thank you.

Kristin Videto
Project Manager

DESIGN & CONSTRUCTION
Washington|Oregon|Idaho|Utah

DaVita Kidney Care
32275 32nd Ave. S | Federal Way, WA 98001
(253) 733-4820 office | **(253) 606-6191 mobile**

P Go Green! Please do not print this e-mail unless it is completely necessary

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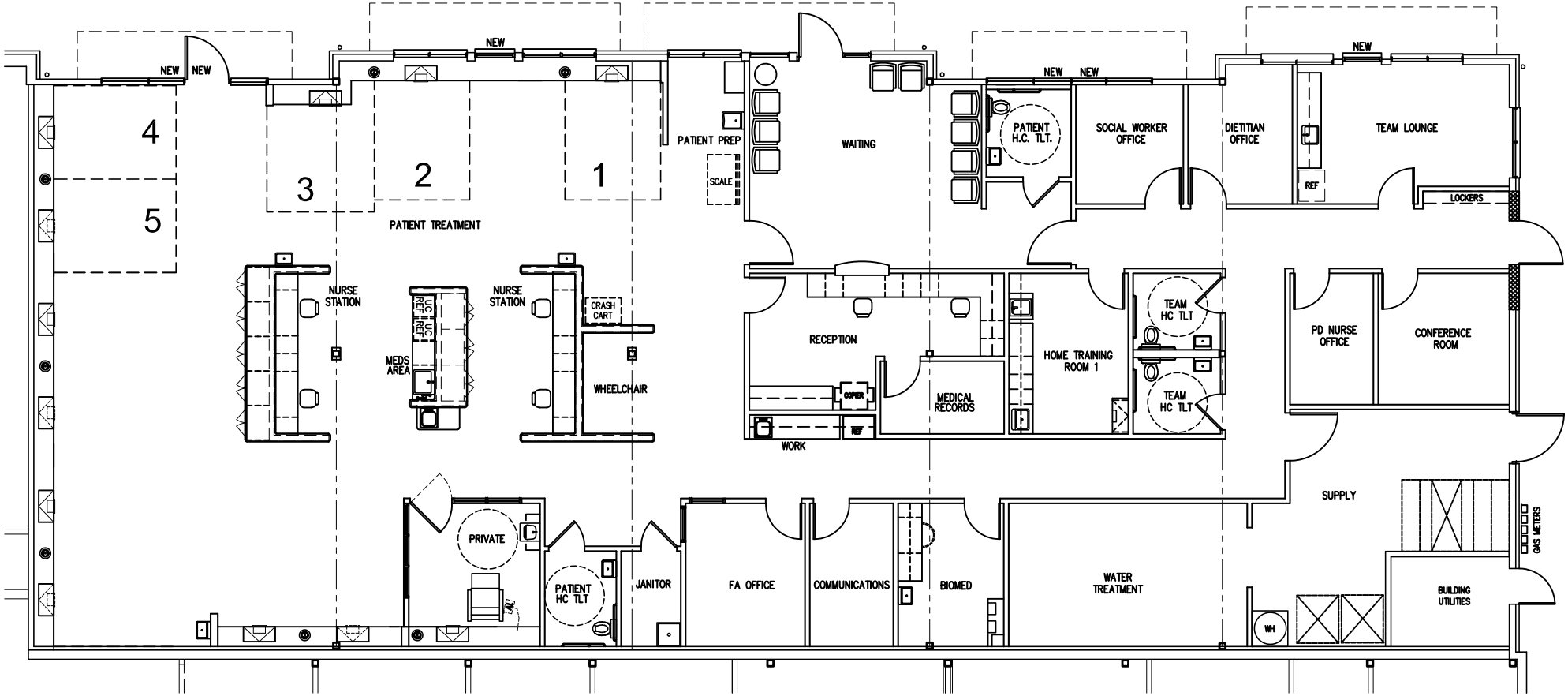
CONFIDENTIALITY NOTICE: THIS MESSAGE IS CONFIDENTIAL, INTENDED FOR THE NAMED RECIPIENT(S) AND MAY CONTAIN INFORMATION THAT IS (I) PROPRIETARY TO THE SENDER, AND/OR, (II) PRIVILEGED, CONFIDENTIAL, AND/OR OTHERWISE EXEMPT FROM DISCLOSURE UNDER APPLICABLE STATE AND FEDERAL LAW, INCLUDING, BUT NOT LIMITED TO, PRIVACY STANDARDS IMPOSED PURSUANT TO THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"). IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE (I) NOTIFY US IMMEDIATELY BY REPLY E-MAIL OR BY TELEPHONE AT (855.472.9822), (II) REMOVE IT FROM YOUR SYSTEM, AND (III) DESTROY THE ORIGINAL TRANSMISSION AND ITS ATTACHMENTS WITHOUT READING OR SAVING THEM. THANK YOU.

-DaVita Inc-

Appendix 17

Single Line Drawing

DaVita



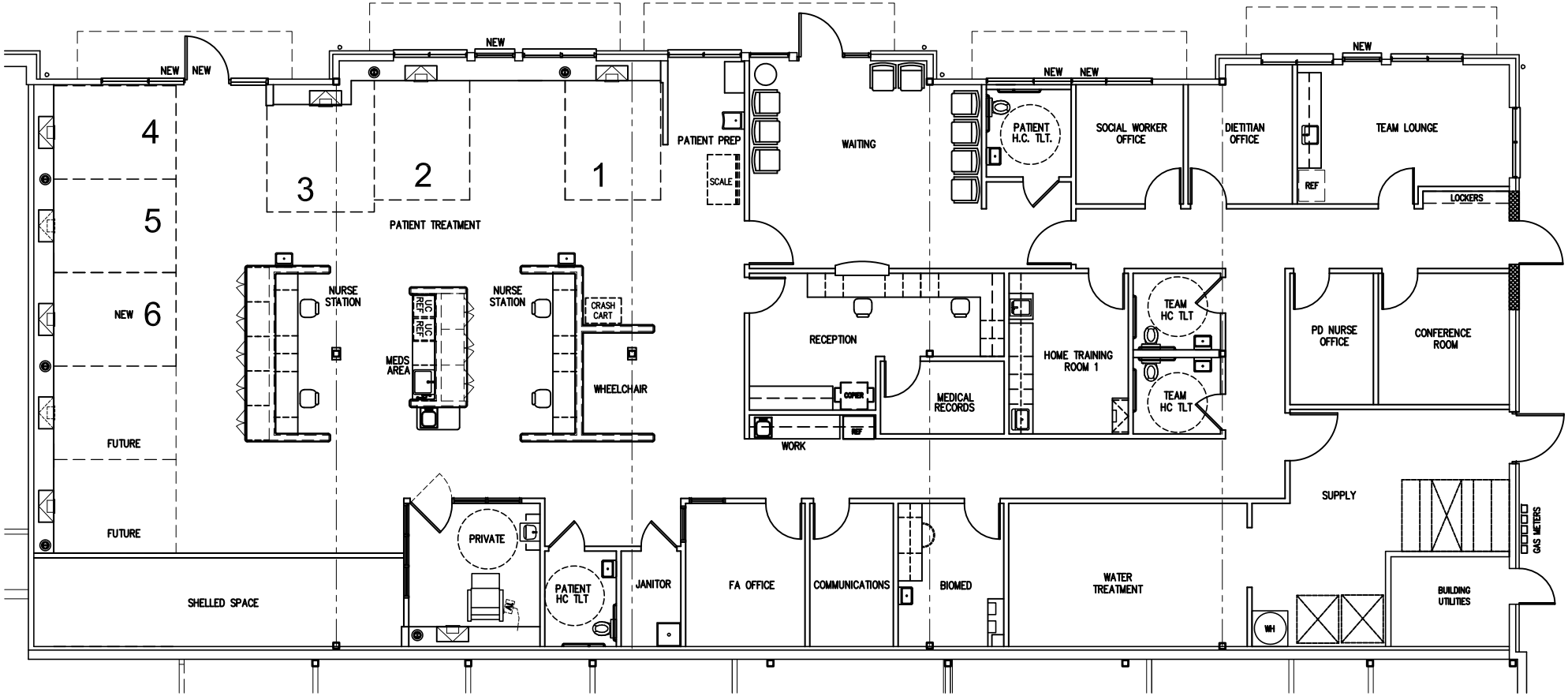
EXISTING FLOOR PLAN

MAY 24, 2021

RANDALL DOVER
ARCHITECT
4121 HILLSBORO ROAD • SUITE 303 • NASHVILLE, TN 37215 • (615) 251-3388

DAVITA WHIDBEY ISLAND
OAK HARBOR, WA
5 STATION FACILITY - 6,098 SQ FT

DaVita



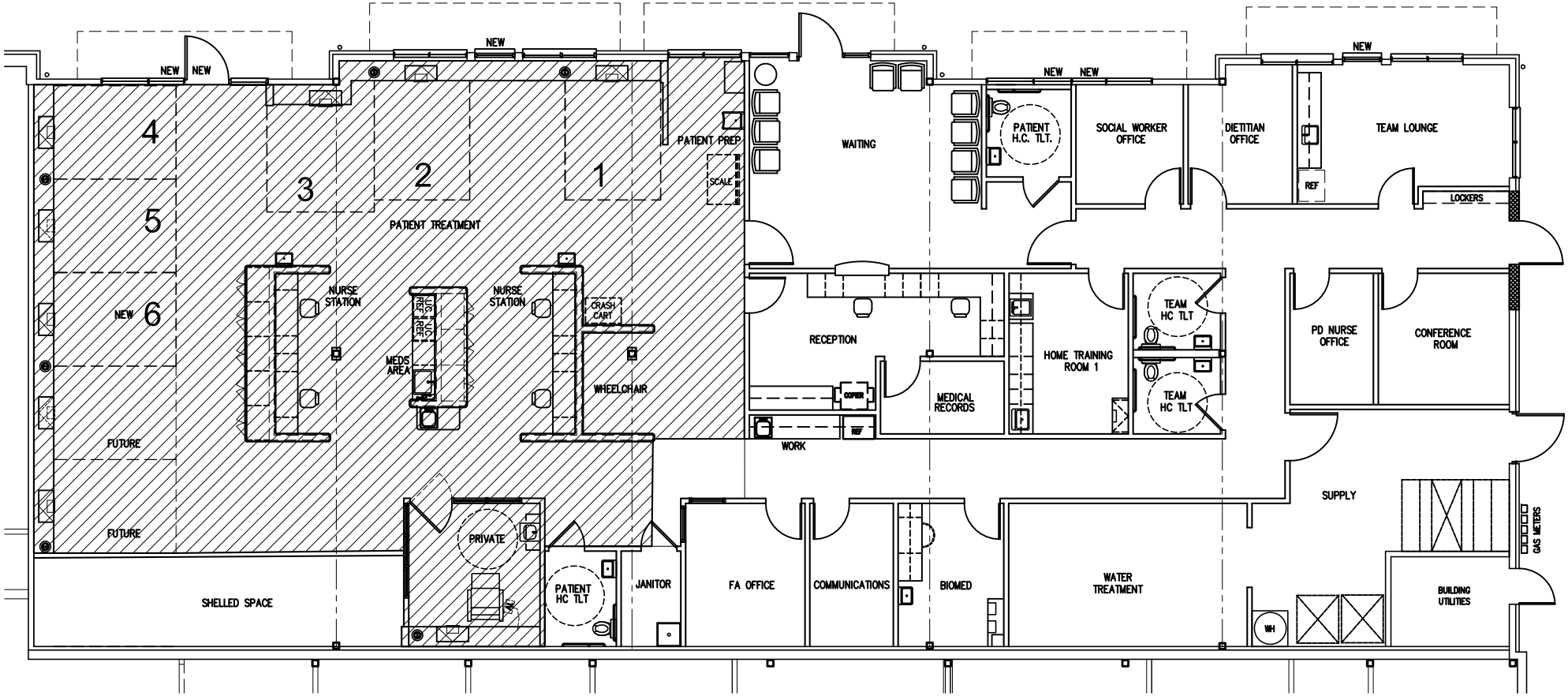
PROPOSED FLOOR PLAN

MAY 24, 2021

RANDALL DOVER
ARCHITECT
4121 HILLSBORO ROAD • SUITE 303 • NASHVILLE, TN 37215 • (615) 251-3388

DAVITA WHIDBEY ISLAND
OAK HARBOR, WA
6 STATION FACILITY - 6,098 SQ FT

DaVita



PROPOSED FLOOR PLAN

MAY 24, 2021

RANDALL DOVER
ARCHITECT
4121 HILLSBORO ROAD • SUITE 303 • NASHVILLE, TN 37215 • (615) 251-3388

DAVITA WHIDBEY ISLAND
OAK HARBOR, WA
6 STATION FACILITY - 6,098 SQ FT

DaVita Whidbey Island 5-24-2021

SQUARE FOOTAGE ALLOCATION

Category	After Completion
Treatment Floor Area	
Chronic Dialysis Stations - 6	480
Isolation Station - 1	132
Permanent Bed Station	0
Expansion Stations - 2	160
Nurse Station / Med Prep Area	321
Patient Prep	88
Circulation	1,217
Lab Prep	21
Storage	0
Treatment Floor Area Total	**2,419**
Non-Treatment Floor Area	
Water Room	240
Re-Use	0
Bio-Med	106
Staff Toilet / Lounge	290
Janitorial / Electric	124
Business Office / Medical Records	63
Reception	196
Conference Room / Huddle	121
Home Training, PD & HHD Nurses	212
Patient Toilets	100
Storage	321
Staff Offices	307
HVAC / Circulation	1,599
Non-Treatment Floor Area Total	**3,679**
Total Space	**6,098**

MAX. TREATMENT FLOOR SQUARE FOOTAGE

Category	Sq. Ft.	No. of Stations	Sq. Ft. Total
(a) General use in-center station and each nonisolation station	150	6	900
(b) Each isolation station and each permanent bed station	200	1 ISO	200
(c) Future expansion of two in-center treatment stations; and	150	2	300
(d) Other treatment floor space is 75% of the sum of (a), (b), and (c)			1,050
Maximum Treatment Floor Area Square Footage			**2,450**

Appendix 18

DaVita Quality Index (DQI) Data
DaVita Continuous Quality Improvement (CQI) Data

December 2020

Facility Name	DQI Score	CVC Rate	Kt/V Rate	CAHPS Composite Score Rate
Mid Columbia Kidney Center	72.0	5%	99%	55%
Mt Adams Kidney Center	72.5	7%	96%	65%
Hermiston Community Dialysis Center	64.8	5%	100%	0%
Yakima Dialysis Center	62.5	15%	97%	82%
Union Gap Dialysis	87.3	10%	100%	76%
Blue Mountain Kidney Center	62.2	0%	100%	0%
Ellensburg Dialysis Center	55.0	11%	100%	0%
Kennewick Dialysis	45.8	9%	100%	0%
Chinook Kidney Center	39.0	14%	96%	78%
Zillah Dialysis	90.4	8%	100%	0%
Wapato Dialysis	86.0	0%	100%	0%
Hillsboro Dialysis Center	73.0	14%	100%	0%
Vancouver Dialysis Center	75.9	8%	97%	73%
Seaview Dialysis Center	66.9	0%	100%	0%
Olympia Dialysis Center	43.7	21%	95%	0%
Cornell Road Dialysis	75.7	22%	100%	70%
Belfair Dialysis	25.3	31%	91%	0%
Tumwater Dialysis	44.8	21%	95%	63%
Battle Ground Dialysis	55.6	23%	100%	0%
Cooks Hill Dialysis	56.8	20%	96%	0%
Sherwood Dialysis Center	78.3	10%	100%	0%
Meridian Park Dialysis Center	62.1	23%	100%	84%
Gresham Station Dialysis	62.0	13%	100%	67%
Mcminnville Dialysis	55.4	20%	100%	0%
Portland Gateway Dialysis	50.6	10%	100%	41%
Oregon Kidney Center	73.9	9%	98%	0%
Lake Road Dialysis	58.5	15%	97%	68%
Willamette Valley Renal Center	65.3	12%	100%	0%
Portland Mlk Dialysis	49.7	7%	100%	0%
Foster Powell Dialysis	22.2	23%	100%	0%
Puyallup Dialysis	64.7	14%	99%	62%
Lakewood Community Dialysis Center	14.7	27%	93%	66%
Federal Way Community Dialysis Center	80.6	12%	98%	84%
Tacoma Dialysis Center	55.5	29%	100%	77%
Graham Dialysis Center	68.9	11%	98%	88%
Parkland Dialysis	22.3	21%	95%	79%
Rainier View Dialysis	65.2	12%	98%	83%
Redondo Heights Dialysis	41.1	21%	97%	0%
Kent Dialysis Center	46.1	17%	96%	61%
Westwood Dialysis Center	60.4	11%	100%	0%
Olympic View Dialysis Center	66.8	11%	98%	80%
Bellevue Dialysis Center	89.5	11%	100%	76%
Mill Creek Dialysis Center	50.1	18%	98%	0%
Whidbey Island Dialysis Center	74.4	5%	100%	0%
Everett Dialysis Center	54.6	10%	99%	67%
Pilchuck Dialysis	44.4	25%	96%	0%
Cascade Dialysis	58.0	18%	100%	0%
Renton Dialysis	59.9	0%	95%	0%
Lynnwood Dialysis		13%	100%	0%
Davita-mount Baker Kidney Center	66.7	14%	100%	72%
Treasure Valley Dialysis Center	68.6	18%	94%	96%
Nampa Dialysis Center	62.4	30%	100%	0%
Table Rock Dialysis Center	35.1	13%	98%	52%
Four Rivers Dialysis Center	89.7	3%	100%	77%
Caldwell Dialysis Center	64.3	9%	94%	0%
Fruitland Dialysis	33.5	17%	100%	0%
East Wenatchee Dialysis	68.8	14%	97%	0%
Echo Valley Dialysis	71.4	30%	100%	0%
Moscow Dialysis	82.0	0%	100%	0%
Wenatchee Valley Dialysis	67.9	8%	96%	64%
Downtown Spokane Renal Center	39.3	29%	97%	79%
North Spokane Renal Center	53.0	13%	96%	68%
Spokane Valley Renal Center	41.1	23%	96%	0%

Appendix 19

CKD Community Education

POLICY # COMP-DD-018	Revision: 5.0	Page 1 of 6
TITLE: No-Cost Patient Education		
Department: Compliance (Team Quest)	Effective date: 12/09/2016	

Teammates must promptly report all potential violations of DaVita's Code of Conduct, Corporate Integrity Agreement (CIA) obligations*, Compliance Policies and Procedures and/or applicable laws or regulations. Reports should be made to the Compliance Department (Team Quest), or the Compliance Hotline (888-458-5848 or DaVitaComplianceHotline.com). In accordance with DaVita's Non-Retaliation policy, DaVita will not tolerate any form of retaliation against anyone who files a compliance report in good faith. Questions regarding any Compliance Policy may be directed to Team Quest via the QUESTionLine at 855-687-9645 or QUESTionLine@davita.com.*

1. PURPOSE

The purpose of this policy is to provide guidelines for no-cost patient education and teammate interaction with participants related to such initiatives.

2. SCOPE

This policy applies to DaVita Inc.'s Kidney Care business (DaVita) and, subject to approval by the chief compliance officer or his/her designee, it may be enhanced or modified by a business unit-specific policy(ies). Kidney Care is comprised of DaVita's domestic dialysis business, as well as any other subsidiaries and affiliated entities related to Kidney Care and DaVita's Strategic Business Initiatives (SBI). DaVita Medical Group (DMG) business and international operations are not part of Kidney Care.

This policy applies to all no-cost Patient Education Programs, teammates and Participants, including upstream non-DaVita Patients and community members. This policy does not apply to education provided or furnished to patients of other healthcare providers that are under contract with DaVita (e.g. Patient Pathways, Hospital Services Group, etc.).

3. DEFINITIONS

Term	Definition
Core Patient Education Program Materials	Materials that provide an overview of key elements addressed in Patient Education Programs.
DaVita Patient	A patient whose DaVita placement request has been accepted and who has been formally admitted to dialyze at. A patient can be considered formally admitted prior to their first day of dialysis at DaVita.
Health Care Provider	Any individual nephrologist or physician practice; any hospital or related corporate entity that is or has entered into a Letter of Intent with DaVita Dialysis to become a Joint Venture Partner; or any joint venture in which DaVita owns an interest that provides dialysis services, whether directly or indirectly owned by DaVita.
Healthy Transitions	A Patient Education Program intended to provide insurance and employment education to the chronic kidney disease community.

©DaVita, Inc.
Origination Date: 02/2014
Revised: 05/2014, 10/2014, 10/2015, 12/2016
Proprietary and Confidential – Internal and Focus Arrangement Party Use Only
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Term	Definition
Individualized Education Program	A program that is provided in a one-on-one setting and tailored to address the needs or circumstances of a particular Participant.
Kidney Smart	A Patient Education Program provided to the entire community, regardless of affiliation to physicians/providers or a patient's employment/insurance status.
Modality Education	A Patient Education Program intended to provide information about modality options for patients diagnosed with End-Stage Renal Disease.
One on One Education	Education that provides general information (i.e. information that is not tailored to the specific patient) to a Participant in a one-on-one setting.
Participant	An individual who takes part in a no-cost Patient Education Program.
Patient Education Program	A no-cost educational program that provides general information to Participants in order to raise awareness or improve health outcomes.
Referral Source	Physicians, hospitals, or any other person or entity in a position to refer, recommend, or arrange for any item or service from or furnished by a DaVita facility, DaVita business unit or subsidiary or an immediate family member of the Referral Source. Examples of Referral Sources include hospitals, nephrologists, and nephrology associated nurses, physician assistants, physician practice managers, social workers, discharge planners, and case managers.
Strategic Business Initiative (SBI)	SBIs include DaVita Clinical Research, DaVita Health Solutions, DaVita Labs, Falcon Physician, VillageHealth, Lifeline Vascular Access, Paladina Health and Nephrology Practice Solutions.

4. POLICY

4.1. Patient Education Programs must be designed to provide bona fide, general (non-individualized) education for which a participant (or third-party payer) would not otherwise pay.

4.1.1. Content of Patient Education Programs should be limited to the following. Education concerning topics not listed below may only be offered in limited settings and require approval from the Justice League of DaVita (JLD) and documentation.

- Information regarding disease state awareness and preventions, such as taking control of kidney disease.
- Suggestions for making healthy choices.
- Treatment options (education must not be limited to a single option and should include all modality options).
    - Educational programs that include a discussion of treatment modalities must include the *No Medical Advice Given Disclaimer*.
- Information regarding vascular access awareness, such as access function early recognition and patient actions for access issues.
- General education about healthcare insurance and/or employment options.
    - Individualized healthcare insurance and/or employment education may be provided for Participants who are late-stage patients.

4.1.2. Inappropriate Content

- Discussions related to DaVita-specific financial assistance must be limited to Participants who are DaVita Patients and are not appropriate for potential DaVita Patients.

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- Medical advice must not be provided as part of Patient Education Programs.
- Information may not be tailored to the specific participant except as expressly approved for Healthy Transitions.
- The content of Patient Education Programs must be provider-neutral and must not include marketing or promotional materials for any specific provider. Rather, content must be unbiased and may not include information and educational materials that are designed to influence a Participant's choice.
- DaVita should never initiate the shift in focus from bona fide education to DaVita promotion. If a Participant requests information specific to DaVita items or services:
    - Teammates should provide a HIPAA Marketing Authorization form (available on the eP&P VillageWeb site) and obtain the Participant's signature.
    - Teammates should refer the participant to a designated non-educator teammate for non-education discussions (e.g., for home educators, refer to facility administrator or home lead where participant is interested in dialysis).
- It is inappropriate to discuss or offer Patient Education Programs to Referral Sources in order to induce or reward referrals to DaVita.

4.1.3 All Patient Education Program presentations and materials must include the *No Medical Advice Given Disclaimer*.

4.1.4 Educational content concerning topics not listed in Section 4.1.1. above may only be offered in limited settings and require JLD's approval and documentation.

4.2. Educators

4.2.1. Patient Education Programs may only be conducted by DaVita teammates who have completed the appropriate training courses in StarLearning, which must be completed annually.

4.2.2. Each educator also must satisfy the additional requirements, if any, of the applicable Patient Education Program

4.2.3. Educators may not be offered incentives based on Participants choosing DaVita as their healthcare provider after completing a Patient Education Program.

- Any allowable incentives must align with the Teammate Incentive Handbook.

4.2.4. Educators' appearance, including clothing, must be provider-neutral, except as specifically approved by JLD.

4.3. Appropriate Venues

4.3.1. Patient Education Programs may only be offered in the following venues.

- Community-based locations (e.g., libraries, or other meeting rooms/conference rooms available for community use, senior centers and other types of community centers).
    - If there are no free community locations suitable for education classes, a reasonable fee may be paid to non-Referral Sources only to use a publicly available space (e.g., library meeting rooms, hotel conference rooms or other similar spaces). Referral Sources may not be paid to use space for Patient Education Programs.

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- Practice or provider office/facility
    - Patient Education Programs occurring in a practice or provider office must be offered and open to the public in a region, irrespective of whether the practice is affiliated with or otherwise involved in a financial arrangement (e.g., joint venture partnership) with DaVita.
    - Referral Sources may not be paid to use a practice office for Patient Education Programs.
- Patient Education Programs must not be offered at the hospital bedside. Patient Education Programs must not be delivered in the patient's home or other personal residence with the following exceptions:
    - Website or webinar, pursuant to the requirements of 4.5.1.
    - Healthy Transitions

4.4. Financial

4.4.1. Patient Education Programs must be offered at no-cost to all Participants, regardless of the Participant's treating physician, other healthcare provider, payer or employment status.

4.4.2. Patient Education Programs must not replace, coordinate with or otherwise offset currently offered or reimbursable education or services (e.g., Medicare Improvements for Patients & Providers Act) provided by the Participant's treating physician.

4.4.3. Under no circumstance can Patient Education Programs be billed by any party.

4.4.4. It is appropriate to refer Participants with financial assistance questions to the American Kidney Fund (AKF), and inform Participants that there may be financial assistance available to ESRD patients from AKF or certain state aid programs regardless of their choice of dialysis provider.

4.5. Delivery Method

4.5.1. Patient Education Programs may be offered in the following ways:

- Websites or Webinar
    - Participants may be directed to educational websites or webinars to access Patient Education Programs subject to the requirement that all content of the website (including hyperlinks) and webinars must be provider-neutral.
- Live Classes
    - Participants may be invited to attend live Patient Education Programs.
    - Patient Education Programs must be open to the public.
- One-on-one patient or limited attendance Patient Education Programs may be provided, via telephone or live session, under the following circumstances.
    - All other options are not feasible.
    - If a live session, the public is welcome to attend.
    - An educator is available.

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- Team Quest and JLD have approved the request or previously provided written approval through a formal process for providing one-on-one or limited attendance Patient Education Programs.

- Notwithstanding the above, Healthy Transitions has been approved for one-on-one telephone sessions.
  - Currently Healthy Transitions is the only preapproved Individualized Education Program.

- Kidney Smart
  - All Kidney Smart classes must be posted on CERT (the scheduling system) 24 hours in advance.
  - Modality Education classes must be posted on CERT if they are scheduled more than one business day in advance. Educators should make every effort to schedule Modality Education so that it can be posted and open to the public.

4.6. Materials

4.6.1. All collateral materials used or handed out in connection with Patient Education Programs must be approved in advance by JLD and/or Team Quest. If teammates are found to be using materials not approved by JLD or Team Quest, teammates may be subject to corrective action up to and including termination.

4.6.2. Upon request of the Health Care Provider, materials for the Patient Education Programs may be provided by educators to hospitals, physician practices and other healthcare providers to educate those providers about the Patient Education Programs and raise awareness of available Patient Education Programs.

4.6.3. Pre-recorded Patient Education Programs may not be provided to hospitals, physician practices, or other Health Care Providers without prior consent from Team Quest of the JLD.

4.6.4. Core Patient Education Program materials must be made publicly available online at no-cost (e.g., posted on a publicly available website such as KidneySmart.org or DaVita.com).

4.7. HIPAA Authorization

4.7.1. Valid HIPAA authorizations (available on the eP&P VillageWeb site) must be obtained before contacting the Participant or collecting protected health information (PHI) (e.g., Participant contact information) belonging to the Participant.

- If a Participant is recommended to a Patient Education Program by the Participant's treating physician, the educator must receive the HIPAA authorization form that has been signed by the Participant from the Participant's treating physician prior to the educator contacting the Participant for educational purposes or causing the Participant to be contacted for educational purposes.
  - If a Participant contacts Healthy Transitions directly, Healthy Transitions may obtain verbal consent to have the HIPAA form and consent form mailed to the Participant.

- If a Participant reaches out to DaVita directly, a HIPAA authorization should be collected at the time of providing the education.

4.8. Post Education Follow Up

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4.8.1. After the Patient Education Program is complete, educators may follow up with the Participant only if;

- A signed HIPAA Authorization Form is on file.

4.8.2. Patient Education Program educators are only permitted to use documents approved by Team Quest and JLD for follow-up purposes.

4.8.3. Information gathered through a Patient Education Program may only be used for Patient Education Program purposes, unless patient authorization has been obtained prior to the use or the use has received written JLD approval.

4.9. New Pilot Program

4.9.1. Any pilot programs related to Patient Education Programs must be approved by JLD and Team Quest. The following information must be provided for review by JLD and Team Quest:

- Explanation of why this initiative is being proposed and what the potential educational benefits are.
- List of anyone outside of DaVita who will be involved (physicians, medical directors, other healthcare entities or providers).
- A response to the following questions:
  - Will anyone be paid for participating in this initiative?
  - When will the initiative begin?
  - With whom will the results of the initiative be shared?
  - Do you anticipate publishing the results of the pilot or initiative?
- Any other information requested by JLD or Team Quest.

4.10. Patient Education Programs are subject to the DaVita Document Retention Policy (available on the JLD VillageWeb page).

5. PROCEDURES

→ N/A

6. APPLICABLE DOCUMENTS

→ No Medical Advice Given Disclaimer
→ HIPAA Marketing Authorization (available on the eP&P VillageWeb site)
→ HIPAA Marketing Authorization- Maine and Montana (available on the eP&P VillageWeb site)
→ HIPAA Marketing Authorization- Maryland (available on the eP&P VillageWeb site)
→ Kidney Smart Program Requirements
→ Valid HIPAA Authorization Form (available on the eP&P VillageWeb site)
→ Valid HIPAA Authorization Form – Maine and Montana (available on the eP&P VillageWeb site)
→ Valid HIPAA Authorization Form – Maryland (available on the eP&P VillageWeb site)
→ Document Retention Policy (available on the JLD VillageWeb page)

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