Washington State Department of Health

Certificate of Need Application
Kidney Disease Treatment Facilities

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

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

Signature and Title of Responsible Officer [signature] Aldo Frosinini Redwood Resident Email Address Aldo.Frosinini@davita.com	Date June 1, 2023 Telephone Number (720) 795-6569
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 Partial relocation of 3 stations from DaVita Everett Dialysis Center to DaVtia Pilchuck Dialysis. Estimated capital expenditure: $62,826
This application is submitted under (check **one** box only): [X] Concurrent Review **Cycle 1** – Nonspecial Circumstance [ ] Concurrent Review **Cycle 2** – Nonspecial Circumstance	

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

DAVITA

PILCHUCK DIALYSIS PARTIAL RELOCATION

CERTIFICATE OF NEED APPLICATION

EXECUTIVE SUMMARY

Total Renal Care, Inc., a subsidiary of DaVita Inc. (hereafter "DaVita"), proposes to partially relocate three (3) Certificate of Need-approved stations from its existing DaVita Pilchuck Dialysis Center to its existing DaVita Pilchuck Dialysis clinic in the Snohomish County ESRD Planning Area Two (hereafter, “Snohomish Two”). DaVita’s proposal will create more efficient staff to station ratios at both DaVita Everett and DaVita Pilchuck, allowing these facilities to serve more ESRD patients with fewer resources. The Total Capital Expenditure as reflected in Table 10 will be $62,826 and will be financed through operational funds on-hand allocated for the project.

DaVita Pilchuck Dialysis will occupy 6,375 rentable square feet located at **1250 State Avenue, Marysville, WA 98270**.

This planning area, as defined by the Department of Health, is currently served by five approved facilities, DaVita Everett Dialysis Center, DaVita Pilchuck Dialysis, PSKC Everett, PSKC Monroe, and NKC Everett.

DAVITA
PILCHUCK DIALYSIS

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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. Pilchuck Dialysis. 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 200,000 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. DaVita Pilchuck Dialysis 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 publicly 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.

Aldo Frosinini – Facility Administrator
DaVita Inc. – North Star Division Office
3201 323rd St.
Federal Way, WA 98001
Phone Number: (720) 795-6569
Email: Aldo.Frosinini@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-nine (49) dialysis facilities in Washington State. These facilities, along with their latest CN number and operational date is included below.

Battle Ground Dialysis Center	**Olympia Dialysis Center**
720 West Main St., Ste 112 Battle Ground, WA 98604 Medicare Certified CN1876 - 9/8/21	335 Cooper Point Rd NW, Ste 105 Olympia, WA 98502 Medicare Certified CN1657 – prior to 2018
Mason County Dialysis Center	**Olympic View Dialysis Center**
1930 Olympic Highway N. Shelton, WA 98584 Medicare Certified CN1968 – 4/6/23	125 16th Ave E., 5th Floor Seattle, WA 98112 Medicare Certified CN1658 – prior to 2018
Bellevue Dialysis Center	**Parkland Dialysis Center**
3535 Factoria Blvd SE, Ste 150 Bellevue, WA 98006 Medicare Certified CN – 12/4/19	331 140th Street South Parkland, WA 98444 Medicare Certified CN1659 – prior to 2018
Cascade Dialysis Center	**Pilchuck Dialysis Center**
145 Cascade Place, Ste 100 Burlington, WA 98233 Medicare Certified CN1840 – 8/17/20	1250 State Avenue Marysville, WA 98270 Medicare Certified CN1791 – 7/16/19
Cooks Hill Dialysis Center	**Puyallup Dialysis Center**
1815 Cooks Hill Road Centralia, WA 98531 Medicare Certified CN1951 – 3/13/23	802 30th Ave SW Puyallup, WA 98373 Medicare Certified CN1661 – prior to 2018
Chinook Kidney Center	**Rainier View Dialysis Center**

1351 Aaron Dr, Bldg C1 Richland, WA 99352 Medicare Certified CN1938 – 10/31/22	1822 112th Street East, Ste A Tacoma, WA 98445 Medicare Certified CN1871 – 2/20/23
Downtown Spokane Renal Center	**Redondo Heights Dialysis Center**
601 W. 5th Avenue, Suite 101 Spokane, WA 99204 Medicare Certified CN1756 – 12/11/18	27320 Pacific Highway South Federal Way, WA 98003 Medicare Certified CN1933 – *not yet operational*
East Wenatchee Dialysis Center	**Renton Dialysis Center**
300 Colorado Avenue East Wenatchee, WA 98802 Medicare Certified CN1842 – 6/8/20	4110 NE 4th St, Ste E Renton, WA 98059 Medicare Certified CN1640 – prior to 2018
Seaview Dialysis Center	**Spokane Valley Renal Center**
101 18th Street SE Long Beach, WA 98631 Medicare Certified CN1663 – prior to 2018	12610 E. Mirabeau Pkwy, Suite 100 Spokane Valley, WA 99216 Medicare Certified CN1754 – 4/6/19
Wapato Dialysis Center	**Tacoma Dialysis Center**
502 W. 1st Street Wapato, WA 98951 Medicare Certified CN1641 – prior to 2018	3401 South 19th Street Tacoma, WA 98405 Medicare Certified CN1793 – 12/4/19
Ellensburg Dialysis Center	**Tumwater Dialysis Center**
2101 W Dolarway Rd, Ste 1 Ellensburg, WA 98926 Medicare Certified CN1645 – prior to 2018	855 Trosper Rd SW, Ste 110 Tumwater, WA 98512 Medicare Certified CN1666 – prior to 2018
Everett Dialysis Center	**Union Gap Dialysis Center**
8130 Evergreen Way Everett, WA 98203 Medicare Certified CN1841 – 8/20/20	1236 Ahtanum Ridge Dr. Union Gap, WA 98903 Medicare Certified CN1884 – 8/30/21

Federal Way Community Dialysis Center	**Vancouver Dialysis Center**
1015 S 348th St Federal Way, WA 98003 Medicare Certified CN1755 – 5/30/19	9120 NE Vancouver Mall Drive, Ste 160 Vancouver, WA 98662 Medicare Certified CN1875 – 9/2/21
Graham Dialysis Center	**Wenatchee Valley Dialysis Center**
10219 196th St Ct. E., Ste C Graham, WA 98338 Medicare Certified CN1889 – *not yet operational*	116 Olds Station Rd Wenatchee, WA 98801 Medicare Certified CN1669 – prior to 2018
Kennewick Dialysis Center	**Westwood Dialysis Center**
3208 W 19th Ave, Ste 101 Kennewick, WA 99337 Medicare Certified CN1939 – *not yet operational*	2615 SW Trenton Street Seattle, WA 98126 Medicare Certified CN – 2/2/21
Kent Dialysis Center	**Whidbey Island Dialysis Center**
21851 84th Ave S Kent, WA 98032 Medicare Certified CN1874 – 8/31/21	32650 State Route 20, Bldg. D, Ste 101 Oak Harbor, WA 98277 Medicare Certified CN1922 – 2/18/22
Lakewood Community Dialysis Center	**Yakima Dialysis Center**
5919 Lakewood Towne Center Blvd SW, Ste A Lakewood, WA 98499 Medicare Certified CN1651 – prior to 2018	1221 N. 16th Ave. Yakima WA 98902 Medicare Certified CN1886 – 9/14/21
Lynnwood Dialysis Center	**Zillah Dialysis Center**
13619 Mukilteo Speedway, Ste D-1 Lynnwood, WA 98087 Medicare Certified CN1963 – 3/1/23	823 Zillah West Road, Ste 300 Zillah, WA 98953 Medicare Certified CN1885 – 9/30/21
Mid-Columbia Kidney Center	**Mount Baker Kidney Center**
6825 Burden Boulevard, Suite A Pasco, WA 99301 Medicare Certified	410 Birchwood Avenue, Ste 100 Bellingham, WA 98225 Medicare Certified

CN1958 – *not yet operational*		CN1831 – 7/24/21
Mill Creek Dialysis Center		**North Spokane Renal Center**
18001 Bothell Everett Hwy, Ste 112 Bothell, WA 98012 Medicare Certified CN1925 – 3/21/22		7701 N. Division St. Spokane, WA 99208 Medicare Certified CN1656 – prior to 2018
Mt. Adams Dialysis Center		**Indian Trail Dialysis Center**
3220 Picard Place Sunnyside, WA 98944 Medicare Certified CN1926 – 7/21/22		5240 W Lowell Ave. Spokane, WA 99208 Medicare Certified CN – 2/24/21
Lake Tapps Dialysis Center		**Lacey Dialysis Center**
16290 Auto Ln. Sumner, WA 98390 Medicare Certified CN – 12/25/20		5200 Yelm Hwy SE Lacey, WA 98503 Medicare Certified CN1772 – 6/2/21
Issaquah Dialysis Center		**Auburn Valley Dialysis Center**
730 NW Gilman Blvd Issaquah, WA 98027 Medicare Certified CN1844 – 11/29/22		CN1788E – *not yet operational*
Monument Hill Dialysis Center		**Woodland Dialysis Center**
900 13th Ave SW Ste A Quincy, WA 98848 Medicare Certified CN1863 – 7/14/22		CN1936 – *not yet operational*
Ferndale Dialysis Center		
CN1937 – *not yet operational*		

II. Project Description

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

DaVita Pilchuck Dialysis provides kidney dialysis services for residents of the Snohomish Two ESRD planning area. The location is:

DaVita Pilchuck Dialysis
1250 State Avenue
Marysville, WA 98270

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 partially relocate three (3) stations from the existing DaVita Everett Dialysis Center to the existing DaVita Pilchuck Dialysis clinic in the Snohomish Two ESRD Planning Area. This partial relocation will create more efficient station to staff ratios in both clinics which will allow them to serve more ESRD patients in the service area with fewer resources.

Patients of DaVita Everett and Pilchuck Dialysis will continue to have access to DaVita national programs. DaVita 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 Pilchuck Dialysis. 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 2024 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 Pilchuck Dialysis
Anticipated Dates of Project Implementation

Event	Anticipated Month, Day, and Year
Project Approval	January 31, 2024
Design Complete	N/A
Construction Commenced	N/A
Construction Completed	N/A
Facility Prepared for Survey/ "Operational"	December 31, 2024

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 Pilchuck Dialysis will be operational and prepared for survey as defined in WAC 246-310-800(12) by **December 31, 2024,** based on a January 31, 2024 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 Pilchuck Dialysis 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:

- Treatment for visiting hemodialysis patients from other areas outside Snohomish Two, 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.

DaVita Pilchuck	Before		After	
	CMS Certified Stations	Stations Counted in the Methodology	CMS Certified Stations	Stations Counted in the Methodology
General Use In-center Stations	9	9	12	12
Permanent Bed Stations	1	1	1	1
Exempt Isolation Station	1	0	1	0
Isolation Station	0	0	0	0
Total Stations	**11**	**10**	**14**	**13**

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

DaVita Pilchuck Dialysis currently serves patients requiring in-center hemodialysis (both chronic and acute) and peritoneal dialysis (CAPD and CCPD). In addition, it serves patients requiring isolation and those requiring treatment shifts beginning after 5:00 PM. Finally, it also serves visiting hemodialysis patients and recently diagnosed CKD patients. These types of patients are not expected to change following project completion.

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 Pilchuck Dialysis after project completion, is included as Appendix 17.

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).

DaVita Pilchuck Dialysis will consist of 6,401 square feet. The treatment area will consist of 2,461 square feet, and non-treatment area of 3,940 square feet. Pilchuck Dialysis space allocations are included in Table 2 below.

SQUARE FOOTAGE ALLOCATION	
Category	**After Completion**
Treatment Floor Area	
Chronic Dialysis Stations	1040
Isolation Station	121
Permanent Bed Station	0
Expansion Stations	0
Nurse Station / Med Prep Area	285
Patient Prep	41
Circulation	952
Lab Prep	22
Storage	0
Treatment Floor Area Total	**2,461**
Non-Treatment Floor Area	
Water Room	275
Re-Use	0
Bio-Med	116
Staff Toilet / Lounge	255
Janitorial / Electric	127
Business Office / Medical Records	63
Reception	168
Conference Room	164
Home Training, PD & HHD Nurses	322
Patient Toilets	111
Storage / Med Waste / Wheelchair	549
Staff Offices	267
HVAC / Circulation	1,523
Non-Treatment Floor Area Total	**3,940**
Total Space	**6,401**

In Table 3, below, is calculated the maximum treatment area square footage of 3,850 square feet. Treatment floor area at project completion will be 2,461 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	12	150	1,800
(b) Permanent Bed	1	200	200
(b) Exempt Isolation	1	200	200
(c) Future Expansion	0	150	0
Other Treatment Floor Space	*75% * sum of (a), (b) and (c)*		1,650
Total			**3,850**

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

Medicare Provider Number:	502577
Medicaid Provider Number:	2044243

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 Snohomish Two ESRD planning area. Table 4 provides a list of all currently approved dialysis facilities operating in the Snohomish Two planning area, including DaVita Pilchuck Dialysis, the subject of this expansion application

Table 4		
Existing Dialysis Facilities in Snohomish Two	**Provider**	**Approved Stations**
DVA PILCHUCK Marysville 502577	DVA	10
DVA EVERETT 502560	DVA	15
PSKC Everett 502503	PSKC	25
PSKC MONROE 502576	PSKC	12
NKC EVERETT 502603	NKC	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:
3. have met the utilization standard for the planning area;
4. have been in operation for three or more years; or
5. have not met the timeline represented in their Certificate of Need application

Table 5 provides current utilization levels for all existing Snohomish Two dialysis facilities. The relevant data for this analysis is the quarterly facility utilization report prepared by the Northwest Renal Network (hereafter "NWRN").

Table 5	Quarterly Utilization of Existing Stations			
Existing Dialysis Facilities in Snohomish Two County	**Provider**	**Approved Stations**	NWRN 12/31/2022	
			Patients	Patients Per Station
DVA PILCHUCK Marysville 502577	DVA	10	58	**5.80**
DVA EVERETT 502560	DVA	15	69	**4.60**
PSKC Everett 502503	PSKC	25	90	**3.60**
PSKC MONROE 502576	PSKC	12	23	**1.92**
NKC EVERETT 502603	NKC	9	48	**5.33**

The project request is for a partial relocation of existing Certificate-of-Need approved stations from DaVita Everett to DaVita Pilchuck and does not represent new stations to the planning area. Therefore, the proposed partial relocation is 'need-neutral' and the standards in WAC 246-310-812(5) and (6) do not apply.

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

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 Snohomish Two 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	2017	2018	2019	2020	2021	2022
98201	40	36	38	30	33	36
98203	29	28	30	31	36	27
98204	37	40	46	40	44	37

98205	0	0	0	0	0	0
98208	42	50	47	39	44	45
98224	0	0	0	0	0	0
98251	2	2	0	3	2	2
98258	20	22	24	24	26	22
98270	54	54	53	56	54	59
98272	19	31	23	23	16	17
98275	7	7	7	11	14	14
98288	0	0	0	0	0	0
98290	18	15	16	10	19	19
98294	7	6	7	7	6	6
Total	**275**	**291**	**291**	**274**	**294**	**284**

Table 7 analyzes the historical growth rate for the number of resident in-center patients from Snohomish Two 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.

Table 7						
Year to Year Percentage Change in In-Center Hemodialysis Patients						
Year	2017	2018	2019	2020	2021	2022
Snohomish 2	**275**	**291**	**291**	**274**	**294**	**284**
% Change		5.82%	0.00%	-5.84%	7.30%	**-3.40%**

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
	2023	2024	2025	2026	**2027**
Projected Hemodialysis Patients	283.5	282.4	281.3	280.2	279.1
Patient: Station Conversion Factor	4.8	4.8	4.8	4.8	**4.8**
Total Station Need	59.06	58.83	58.60	58.38	**58.15**
Rounded to next whole number	60	59	59	59	**59**
Existing Stations	71	71	71	71	**71**
Net Station Need	+11	+12	+12	+12	**+12**

Snohomish Two shows no need in the fifth year of the projection, 2027. However, the project request is for a partial relocation of existing Certificate-of-Need approved stations from DaVita Everett to DaVita Pilchuck and does not represent new stations to the planning area. Therefore, the proposed partial relocation is 'need-neutral'.

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

As DaVita Pilchuck Dialysis is an existing facility for which DaVita is applying to expand by three (3) stations through partial relocation, 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 12/31/2020, 12/31/2021, and 12/31/2022. The relevant data for total in-center stations is the historical number of operational stations for the majority of 2020, 2021, and 2022. The relevant data for total in-center treatments and total home treatments is from internal calendar year-end financial reports.

Table 9 **DVA Pilchuck Dialysis** **Historical Utilization**	**CY 2020**	**CY 2021**	**CY 2022**
Total in-center stations (exc. Iso)	10	10	10
Total in-center patients (end of year)	54	57	58
Total in-center treatments	6,652	8,113	8,291

Total PD patients (end of year)	23	27	35
Total PD treatments	3,124	4,040	4,080
Total HHD patients (end of year)	0	0	0
Total HHD treatments	0	0	0

8. 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 (2025 - 2027). In-center patient volume is based on a 5-year projection of Snohomish Two 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. 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 2023	Forecast 2024	Full Year 2025	Full Year 2026	Full Year 2027
Total in-center stations (excluding CON exempt ISO)	10	10	13	13	13
Total in-center patients (end of year)	62	62	76	76	76
Total in-center treatments	8,892	9,188	10,226	11,263	11,263
Total PD patients (end of year)	38	38	46	46	46
Tota PD treatments	5,409	5,632	6,224	6,817	6,817
Total HHD patients (end of year)	0	0	0	0	0
Total HHD treatments	0	0	0	0	0

9. 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.

10. 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 Pilchuck Dialysis that could restrict patient access to dialysis services in the planning area. 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.

11. 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.

12. 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

13. 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

14. 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 Pilchuck Dialysis 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 Pilchuck Dialysis. Nor is a joint venture agreement applicable, as DaVita will be the sole owner of Pilchuck Dialysis.

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 Pilchuck Dialysis 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 Pilchuck Dialysis 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 Pilchuck Dialysis 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)	$ 3,965
h. Movable Equipment	$ 56,169
i. Architect and Engineering Fees	$ 1,400
j. Consulting Fees	$ -
k. Site Preparation	$ -
l. Supervision and Inspection of Site (including Permits)	$ 88
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)	$ 1,205
Total Estimated Capital Expenditure	**$62,826**

Sales tax is assumed at the Marysville, WA rate of 9.4% 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 Pilchuck Dialysis 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 Pilchuck's current payor mix and current expenses. All major pro forma assumptions are also outlined in Appendix 9.

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). DaVita will provide an breakdown of treatment floor space during screening that will not exceed the maximum treatment floor area square footage.

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 Pilchuck Dialysis, projected using facility data and aligned with the pro forma operating statement.

Table 11 DaVita Pilchuck Dialysis Historical & Projected Payer Mix	Percentage by Revenue	Percentage by Patient
Medicare	59.34%	73.55%
Medicaid	6.16%	8.17%
Commercial, Other Government, and Other	34.50%	18.28%
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 Pilchuck Dialysis New Equipment	
Expenditure Category	**Allocated Equipment Cost**
Communication/Computer Equipment	$ 3,965
Water Treatment/Biomedical/Reuse	$ -
Clinical Equipment	$ 53,196
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.	$ 2,973
Sales Tax (included in above where applicable)	$ 1,205
Total Equipment Costs	**$ 61,338**

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. <u>WAC 246-310-220</u>

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 2020-2022, 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 DaVita Pilchuck Dialysis.

Table 13	DaVita Pilchuck Dialysis		FTEs							
	Avg Wage Rate	Staffing Ratio (pts per shift, station)	Historical 2020	Historical 2021	Historical 2022	Forecast 2023	Forecast 2024	Full Year 2025	Full Year 2026	Full Year 2027
Administrator	$ 49.83	80	0.59	0.47	1.42	1.07	1.00	1.00	1.00	1.00
Admin Assistant	$ 29.81	110	0.71	0.49	0.36	0.94	0.50	0.50	0.50	0.50
Social Worker	$ 37.13	120	0.52	0.61	1.04	0.42	0.83	0.93	1.02	1.02
Dietician	$ 38.24	120	0.54	0.57	0.46	0.49	0.83	0.93	1.02	1.02
RN - In-Center	$ 56.59	12	2.79	2.57	2.89	3.09	3.19	3.55	3.91	3.91
PCT	$ 28.80	4	4.50	4.92	5.27	5.40	5.58	6.21	6.84	6.84
Biomed	$ 35.84	40	0.38	0.33	0.18	0.24	0.28	0.35	0.35	0.35
Other	$ 40.46	80	1.03	1.09	1.34	0.84	0.84	0.84	0.84	0.84

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.

FY20-FY22 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. FY23 forecast is extrapolated based on FY23 Q1 data. Biomed hours relate directly to the number of stations at a facility so they are relatively stable even as census fluctuates slightly between FY20-FY26.

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 2022. Benefits are calculated at 38.81% 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. Noemie Juaire (MD #60164168). Dr. Juaire is under contract to provide medical director services to DaVita Pilchuck Dialysis, and is not an employee of DaVita.

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

DaVita Pilchuck Dialysis has a Facility Administrator (FA), Brandon Peterson.

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 Pilchuck Dialysis. 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 Pilchuck Dialysis 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 office in Federal Way, 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. 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**
Cascadia Medical Investor	Nursing Home Dialysis Transfer Agreement
Mountain View Rehabilitation and Care Center	Nursing Home Dialysis Transfer Agreement
Providence Regional Medical Center Everett	Patient Transfer
Local Physician Groups	Attending and Rounding

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

This question is not applicable

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

Please see the transfer agreement provided in Appendix 12.

16. 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.

17. 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.

18. 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.

19. 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 Pilchuck Dialysis 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.

20. 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 Pilchuck Dialysis will have an appropriate relationship to the service area's existing health care system. DaVita Pilchuck Dialysis will be a key component of the health care system in the service area, and the project will enable enhanced patient access in Snohomish Two. 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 a partial station relocation in the Snohomish Two planning area. DaVita Everett and DaVita Pilchuck are both currently operating with inefficient station to staff ratios which means the clinics are costly to operate and require a higher than typical number of teammates. Due to the cost and limits on available staffing, the clinics are sometimes unable to operate at full capacity and treat the maximum number of patients as possible in Snohomish Two. This alternative was rejected.

Alternative 2: Apply for a partial relocation of three (3) stations from DaVita Everett to DaVita Pilchuck in the Snohomish Two planning area. The partial relocation of three (3) stations will allow both DaVita Everett and DaVita Pilchuck to operate at more efficient staffing rations, allowing them to treat more patients with fewer staff resources. The proposed project will improve patient access and a more cost-effective operation in Snohomish Two. **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 non-exempt facilities to Pilchuck Dialysis are:

- DaVita Everett Dialysis
- DaVita Mill Creek Dialysis

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 Pilchuck Dialysis 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

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Appendix 02	Master Legal Entity List; National DaVita Facilities
Appendix 03	Medical Director Agreement
Appendix 04	Patients by Zip Code
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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 – 2020, 2021, 2022
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
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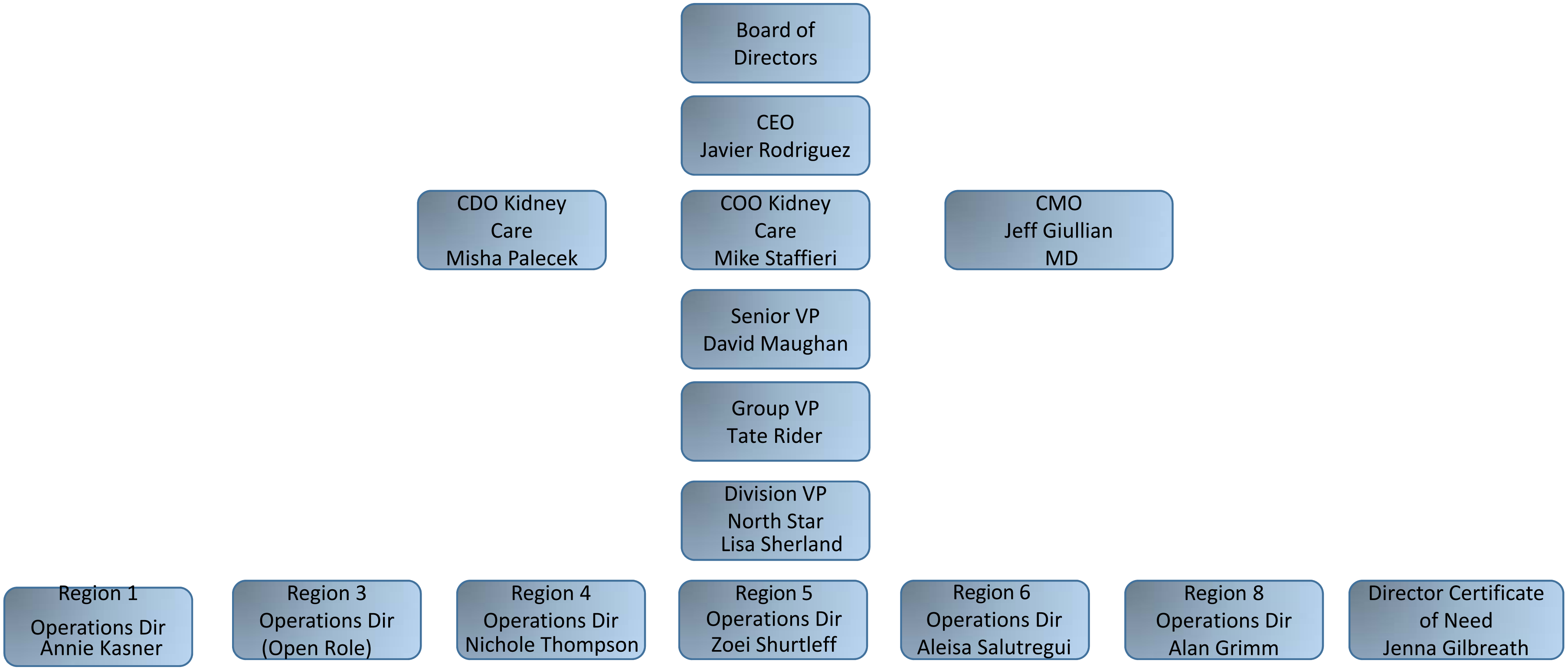
Appendix 19	DaVita's Physician, Community and Patient Services

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 January 10, 2023

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	Davita Name Change, Inc.	DaVita Inc.	DE	For Profit Corporation	100%
1	Guam Renal Care Partnership	DaVita Inc.	Guam	General Partnership	0.1%
1	Physicians Dialysis, Inc.	DaVita Inc.	DE	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	Rockwell Medical, Inc.	DaVita Inc.	DE	For Profit Corporation	
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 (Dubai), LLC	DC Healthcare International, Inc.	DE	Limited Liability Company	100%
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 International, LLC	DC Healthcare International, Inc.	DE	Limited Liability Company	100%
2	DaVita UK Holding Limited	DC Healthcare International, Inc.	United Kingdom	Private Company Limited by Shares	100%

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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%
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 Nephrology Partners, Inc.	DVA Renal Healthcare, Inc.	TN	For Profit Corporation	100%
2	DVA Supply Corp.	DVA Renal Healthcare, Inc.	TN	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%

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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%
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	La Grange Dialysis, LLC	Renal Life Link, Inc.	DE	Limited Liability Company	80%
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	New Orleans East Dialysis Center, LLC	Renal Life Link, Inc.	DE	Limited Liability Company	80%
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	RTC TN, Inc.	Renal Treatment Centers, Inc.	DE	For Profit Corporation	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%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of January 10, 2023

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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%
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	Anaheim-Buena Park Regional Dialysis Center, LLC	Total Renal Care, Inc.	CA	Limited Liability Company	85%
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	Atsion Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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%
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%

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	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%
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	Brookstone Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	65%
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	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%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of January 10, 2023

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	Cahita Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
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%
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%

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	60%
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%
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%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	Codona 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	100%
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%
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	Craville Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
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	Custers Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	DaVita & Dignity Health Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	64%
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%

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	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	DaVita Value-Based Enterprise, 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	De Oro Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
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%
2	Deneault Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Dennar 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	Dixville Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	Dovehurst Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
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	60%
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%
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	Ensloan Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Etowah Dialysis, LLC	Total Renal Care, Inc.	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
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%
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	60%
2	Ganchis Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of January 10, 2023

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	Ganois Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	93.645%
2	Garden State Renal, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	99.66%
2	Gardenside Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90.9208%
2	Garey Dialysis Center Partnership	Total Renal Care, Inc.	CA	General Partnership	60%
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	Geddes Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
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	Glenstones Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
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	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	Grassland Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Greater Las Vegas Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
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%

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	Guam Renal Care Partnership	Total Renal Care, Inc.	Guam	General Partnership	99.9%
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	Halldale Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Hallowell Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
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	Hawarren Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Hawkden Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	80%
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%

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	Heideck Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
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%

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	Jenness Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	55%
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 Care Rx, Inc.	Total Renal Care, Inc.	DE	For Profit Corporation	100%
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	Kinswa Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
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%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of January 10, 2023

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	LaSalle Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	92.0454%
2	Lakeshore Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	70%
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	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	Leapshore Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
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%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	Lonecove 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%
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	Lylane Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
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	Manzanita At Home, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Manzano Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	95%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	51%
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	
2	Mason-Dixon Dialysis Facilities, Inc.	Total Renal Care, Inc.	MD	For Profit Corporation	100%
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	MedSleuth, Inc.	Total Renal Care, Inc.	CA	For Profit Corporation	100%
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	Mericatt Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
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	97%
2	Millonee Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	80%
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	Minari 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%

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	52%
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	71%
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	Montress 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%
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	NSNA Funding LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
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	70%
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	85.998%
2	Naville Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	84.5911%
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	60%
2	Nizina Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
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	Norvin Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	75%
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	73%
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%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of January 10, 2023

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	Parvin Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
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	60%
2	Pattison Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
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	56.3006%
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%

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	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	94.5702%
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%
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	93.5124%
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%

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	Revino Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
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%
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%

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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	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	95%
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%
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	60%
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	55%
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%

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	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	100%
2	Simcoe Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
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	10%
2	Sleeshore Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
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%

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	85%
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%
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	Stoneglen Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
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%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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%
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 Colorado, Inc.	Total Renal Care, Inc.	CO	For Profit Corporation	100%
2	Total Renal Care of North Carolina, 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	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	Triveno 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%
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%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of January 10, 2023

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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%
2	Walteria Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	52%
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%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of January 10, 2023

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	Wyatt Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
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%
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	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%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of January 10, 2023

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	Spolka z Ograniczona Odpowiedzialnosci	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	Burrill Dialysis, LLC	DaVita & Dignity Health Dialysis, LLC	DE	Limited Liability Company	80%
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	AMR - Assistência Médica ao Renal Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	Clínica de Doenças Renais e Métodos Diagnósticos Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
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 Nefrologia Madalena Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99%
3	DaVita Serviços de Nefrologia Alvorada Ltda	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Serviços de Nefrologia Ananindeua Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
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 Barra da Tijuca 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%
3	DaVita Serviços de Nefrologia Boa Vista Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
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%

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	DaVita Serviços de Nefrologia Cambuci 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 Campinas 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 Fonte Nova 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 JK Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Serviços de Nefrologia Jardim Itapecerica 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 Marco 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 Iguaçu Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
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 Santo André Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.9999%
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 Serra 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%

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	DaVita Serviços de Nefrologia São Bernardo do Campo Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.99%
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 Tejipió Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Serviços de Nefrologia Timbó Ltda	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Serviços de Nefrologia Vila Aricanduva Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Serviços de Nefrologia Vila Bastos Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
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 Vitória 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%
3	DaVita Transrim Serviços de Nefrologia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.9999%
3	DaVita Tratamento Renal Participações Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
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	Integrated Kidney Care Of Camden, LLC	DaVita Kidney Care Contracting, LLC	DE	Limited Liability Company	100%
3	Integrated Kidney Care Of Central California, LLC	DaVita Kidney Care Contracting, LLC	DE	Limited Liability Company	100%
3	Integrated Kidney Care Of Central Texas, LLC	DaVita Kidney Care Contracting, LLC	DE	Limited Liability Company	100%
3	Integrated Kidney Care Of Central Valley, LLC	DaVita Kidney Care Contracting, LLC	DE	Limited Liability Company	100%
3	Integrated Kidney Care Of Colorado, 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 Great Plains, LLC	DaVita Kidney Care Contracting, LLC	DE	Limited Liability Company	100%
3	Integrated Kidney Care Of Illinois And Indiana, 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 Kentucky And Indiana, LLC	DaVita Kidney Care Contracting, LLC	DE	Limited Liability Company	100%
3	Integrated Kidney Care Of Lake Erie, 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 Long Island, LLC	DaVita Kidney Care Contracting, LLC	DE	Limited Liability Company	100%

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	Integrated Kidney Care Of Maryland, LLC	DaVita Kidney Care Contracting, LLC	DE	Limited Liability Company	100%
3	Integrated Kidney Care Of Michigan, LLC	DaVita Kidney Care Contracting, LLC	DE	Limited Liability Company	100%
3	Integrated Kidney Care Of Mid-Atlantic, 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, Arkansas And West Tennessee, 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 Ohio, 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 The Midwest, LLC	DaVita Kidney Care Contracting, LLC	DE	Limited Liability Company	100%
3	Integrated Kidney Care Of The Northeast, LLC	DaVita Kidney Care Contracting, LLC	DE	Limited Liability Company	100%
3	Integrated Kidney Care Of The Pacific Northwest, LLC	DaVita Kidney Care Contracting, LLC	DE	Limited Liability Company	100%
3	Integrated Kidney Care Of The South, LLC	DaVita Kidney Care Contracting, LLC	DE	Limited Liability Company	100%
3	Integrated Kidney Care Of The West, 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	Integrated Kidney Care Of West Texas And New Mexico, 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	DaVita (UK) Limited	DaVita UK Holding Limited	United Kingdom	Private Company Limited by Shares	100%
3	Value-Based Enterprise Of Arizona, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of Austin, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of Central Pennsylvania, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of Chicago And Indiana, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of Cincinnati, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of January 10, 2023

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	Value-Based Enterprise Of Connecticut, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of District Of Columbia, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of El Paso, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of Florida, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of Georgia, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of Great Plains, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of Illinois, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of Kansas, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of Louisville, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of Maryland, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of Memphis, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of Michigan, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of Minnesota, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of Nevada, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of New Jersey And Pennsylvania, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of North Carolina, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of Northern California, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of Northern Ohio, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of Oregon, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of San Antonio, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of San Francisco Bay Area, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of Southern California, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of Southern Florida, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of Southern Texas, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of Tampa, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of Texas And Oklahoma, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of The South, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of Virginia, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of Western Pennsylvania, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	Valued-Based Enterprise Of Fresno, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	DVA Healthcare Renal Care, Inc.	Dialysis Holdings, Inc.	NV	For Profit Corporation	100%
3	DVA Nephrology Services, Inc.	Dialysis Holdings, Inc.	DE	For Profit Corporation	
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	AMR - Assistência Médica ao Renal Ltda.	GDC International, LLC	Brazil	Limited Liability Company/Ltda	0.000000000000001%
3	DV Care Netherlands C.V.	GDC International, LLC	Netherlands	Commanditaire Vennootschap(CV)	1%
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 Santo André Ltda.	GDC International, LLC	Brazil	Limited Liability Company/Ltda	0.0001%
3	DaVita Serviços de Nefrologia São Bernardo do Campo Ltda.	GDC International, LLC	Brazil	Limited Liability Company/Ltda	
3	DaVita Serviços de Nefrologia Taubaté Ltda.	GDC International, LLC	Brazil	Limited Liability Company/Ltda	0.0001%
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	Hallowell RE, LLC	Hallowell Dialysis, LLC	DE	Limited Liability Company	100%
3	South Florida Integrated Kidney Care, LLC	Kavett Dialysis, LLC	DE	Limited Liability Company	1%
3	Total Renal Support Services of North Carolina, LLC	Kidney Care Rx, Inc.	DE	Limited Liability Company	100%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of January 10, 2023

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	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%
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	Borrego Dialysis, LLC	Mermet Dialysis, LLC	DE	Limited Liability Company	100%
3	Goza Dialysis, LLC	Mermet Dialysis, LLC	DE	Limited Liability Company	100%
3	NCA - Mid-Atlantic, LLC	Nephrology Care Alliance, LLC	DE	Limited Liability Company	100%
3	NCA-National, LLC	Nephrology Care Alliance, LLC	DE	Limited Liability Company	100%
3	NCA-SoCal, 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%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of January 10, 2023

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	RTC Holdings, Inc.	RTC TN, Inc.	DE	For Profit Corporation	100%
3	Philadelphia-Camden Integrated Kidney Care, LLC	Red Willow Dialysis, LLC	DE	Limited Liability Company	10.571%
3	(Historical Record of) Irvine Dialysis Center, LLC	Renal Treatment Centers - California, Inc.	DE	Limited Liability Company	60%
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%
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%

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	100%
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%
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	Lawrenceburg Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	60%
3	Louisville Dialysis Centers, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	85%
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%

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	Aveline Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	100%
3	Belmont Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	90%
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%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of January 10, 2023

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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 Treatment Centers of Macon, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	GA	Limited Liability Company	100%
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%
3	Mohansic Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	100%
3	Nestori 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%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of January 10, 2023

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	Ramapo Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	95%
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	60%
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	Garden State Renal, LLC	Renal Treatment Centers - Northeast, Inc.	DE	Limited Liability Company	0.34%
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%
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	92.5%
3	Bagby Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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%
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%

DaVita Inc.
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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	84%
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%
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%

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	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	81.4433%
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%
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%

DaVita Inc.
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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	Mid-City New Orleans Dialysis Center, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Millmore Dialysis, 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	100%
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%
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%

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	100%
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	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 %
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%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	Anadarko Dialysis of Oklahoma, LLC	Renal Treatment Centers - West, Inc.	DE	Limited Liability Company	60%
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%
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%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	67.8737%
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	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%

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	DVA Acquisition Company	DVA Healthcare Renal Care, Inc.	DE	For Profit Corporation	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 (UK) Operations Limited	DaVita (UK) Limited	United Kingdom	Private Company Limited by Shares	100%
4	DaVita (UK) Trading Limited	DaVita (UK) Limited	United Kingdom	Private Company Limited by Shares	100%
4	ENSARIL (SRE) Limited	DaVita (UK) Limited	United Kingdom	Private Company Limited by Shares	100%
4	DaVita Care Pte. Ltd.	DaVita APAC Holding B.V.	Singapore	Private Company Limited by Shares	75%
4	AMR - Assistência Médica ao Renal Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	Clínica de Doenças Renais e Métodos Diagnósticos Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
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%
4	DaVita Rien Serviços de Nefrologia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.99999%

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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 Nefrologia Madalena Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99%
4	DaVita Serviços de Nefrologia Alvorada Ltda	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Serviços de Nefrologia Ananindeua Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
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 Barra da Tijuca 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	100%
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 Cambuci 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 Campinas 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 Fonte Nova 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 JK Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Serviços de Nefrologia Jardim Itapecerica 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%

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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 Marco 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 Iguaçu Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
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 Santo André Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.9999%
4	DaVita Serviços de Nefrologia Santos Dumont Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Serviços de Nefrologia Serra Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
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 Bernardo do Campo Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.99%
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 Tejipió Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Serviços de Nefrologia Timbó Ltda	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Serviços de Nefrologia Vila Aricanduva Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Serviços de Nefrologia Vila Bastos Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
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 Vitória 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 Tratamento Renal Participações Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
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	DaVita China Pte. Ltd.	DaVita Care Pte. Ltd.	Singapore	Private Company Limited by Shares	100%

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
4	DaVita Singapore Holding Pte. Ltd.	DaVita Care Pte. Ltd.	Singapore	Private Limited Company	100%
4	Our Care Holdings K.K.	DaVita Care Pte. Ltd.	Japan	Kabushiki-Kaisha (KK)	100%
4	Our Care Management Services K.K.	DaVita Care Pte. Ltd.	Japan	Kabushiki-Kaisha (KK)	100%
4	DaVita Deutschland AG	DaVita Germany GmbH	Germany	Aktiengesellschaft(AG)	100%
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	Dravis Sp.z.o.o.	DaVita Sp. z o.o.	Poland	Spolka z Ograniczona Odpowiedzialnosci	100%
4	Clínica Médica Hospitalar DaVita Londrina Ltda.	DaVita Tratamento Renal Participações Ltda.	Brazil	Limited Liability Company	100%
4	DaVita Serviços de Nefrologia Barão Geraldo Ltda.	DaVita Tratamento Renal Participações Ltda.	Brazil	Limited Liability Company/Ltda	9,999%
4	DaVita Serviços de Nefrologia Taquaral Ltda.	DaVita Tratamento Renal Participações Ltda.	Brazil	Limited Liability Company/Ltda	99.99%
4	DaVita Serviços de Nefrologia Valinhos Ltda.	DaVita Tratamento Renal Participações Ltda.	Brazil	Limited Liability Company/Ltda	99.99%
4	Terbole Participações Societárias Ltda.	DaVita Tratamento Renal Participações Ltda.	Brazil	Limited Liability Company/Ltda	100%
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	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	IDC Mafra - International Dialysis Centers, LDA	IDC -International Dialysis Centers, Lda	Portugal	Limitada (Lda.)	90%
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	NPS Physicians (TN), PLLC	Nephrology Medical Associates of Georgia, LLC	TN	Professional Limited Liability Company	100%
4	Physicians Choice Dialysis, LLC	Physicians Management, LLC	DE	Limited Liability Company	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%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	92.5%
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%
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%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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%
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	84%
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%

DaVita Inc.
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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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%
4	Livary Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	81.4433%
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%

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	Millmore Dialysis, 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	100%
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%
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%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	100%
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%
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%

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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%
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%

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	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%
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%

DaVita Inc.
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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
5	DaVita Singapore Holding Pte. Ltd.	DaVita Care Pte. Ltd.	Singapore	Private Limited Company	100%
5	Our Care Holdings K.K.	DaVita Care Pte. Ltd.	Japan	Kabushiki-Kaisha (KK)	100%
5	Our Care Management Services K.K.	DaVita Care Pte. Ltd.	Japan	Kabushiki-Kaisha (KK)	100%
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	Hunan Baijun Hightech Medical Investment Management Co., Ltd.	DaVita China Pte. Ltd.	China	Limited Liability Company	31.7%
5	DaVita Clinical Research Deutschland GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung(GmbH)	100%
5	DaVita Dialyse Professionals 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 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 Düben 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 Dinkelsbühl 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)	90.9%

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
5	MVZ DaVita Elsterland GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung(GmbH)	100%
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 Markgräflerland GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung(GmbH)	100%
5	MVZ DaVita Mönchengladbach 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%

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
5	MVZ DaVita Viersen GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter Haftung(GmbH)	90.91%
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	DaVita Singapore Pte. Ltd.	DaVita Singapore Holding Pte. Ltd.	Singapore	Private Company Limited by Shares	51%
5	Clínica Médica Hospitalar DaVita Londrina Ltda.	DaVita Tratamento Renal Participações Ltda.	Brazil	Limited Liability Company	100%
5	DaVita Serviços de Nefrologia Barão Geraldo Ltda.	DaVita Tratamento Renal Participações Ltda.	Brazil	Limited Liability Company/Ltda	9,999%
5	DaVita Serviços de Nefrologia Taquaral Ltda.	DaVita Tratamento Renal Participações Ltda.	Brazil	Limited Liability Company/Ltda	99.99%
5	DaVita Serviços de Nefrologia Valinhos Ltda.	DaVita Tratamento Renal Participações Ltda.	Brazil	Limited Liability Company/Ltda	99.99%
5	Terbole Participações Societárias Ltda.	DaVita Tratamento Renal Participações Ltda.	Brazil	Limited Liability Company/Ltda	100%
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	Hakusui-Kai Medical Corporation	Our Care Holdings K.K.	Japan	Iryou Houjin Shadan	100%
5	Keiten-Kai Medical Corporation	Our Care Holdings K.K.	Japan	Iryou Houjin Shadan	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%
5	DaVita Ventures, L.P.	RVM Holdings, LLC	DE	Limited Partnership	100%
5	DaVita Ventures, L.P.	RVM Holdings, LLC	DE	Limited Partnership	
5	Pathalys Pharma, Inc.	RVM Holdings, LLC	DE	For Profit Corporation	32.05%
5	X9, Inc.	RVM Holdings, LLC	DE	For Profit Corporation	17.5%
5	DaVita Serviços de Nefrologia Araucária Ltda.	Terbole Participações Societárias Ltda.	Brazil	Limited Liability Company/Ltda	100%
5	DaVita Serviços de Nefrologia Cajuru Ltda.	Terbole Participações Societárias Ltda.	Brazil	Limited Liability Company/Ltda	100%
5	DaVita Serviços de Nefrologia Campo Largo Ltda.	Terbole Participações Societárias Ltda.	Brazil	Limited Liability Company/Ltda	100%
5	DaVita Serviços de Nefrologia Vila Izabel Ltda.	Terbole Participações Societárias Ltda.	Brazil	Limited Liability Company/Ltda	100%
5	Davita Serviços de Nefrologia Curitiba Ltda.	Terbole Participações Societárias Ltda.	Brazil	Limited Liability Company/Ltda	100%
5	Woodcrest RE, LLC	Woodcrest Dialysis, LLC	DE	Limited Liability Company	100%

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	Hunan Baijun Hightech Medical Investment Management Co., Ltd.	DaVita China Pte. Ltd.	China	Limited Liability Company	31.7%
6	DaVita Singapore Pte. Ltd.	DaVita Singapore Holding Pte. Ltd.	Singapore	Private Company Limited by Shares	51%
6	Nephrosant, Inc.	DaVita Ventures, L.P.	DE	For Profit Corporation	17.188644 %
6	Nephrosant, Inc.	DaVita Ventures, L.P.	DE	For Profit Corporation	17.188644 %
6	ISD Renal, Inc.	ISD II Holding Company, Inc.	DE	For Profit Corporation	100%
6	Hakusui-Kai Medical Corporation	Our Care Holdings K.K.	Japan	Iryou Houjin Shadan	100%
6	Keiten-Kai Medical Corporation	Our Care Holdings K.K.	Japan	Iryou Houjin Shadan	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%
6	DaVita Serviços de Nefrologia Araucária Ltda.	Terbole Participações Societárias Ltda.	Brazil	Limited Liability Company/Ltda	100%
6	DaVita Serviços de Nefrologia Cajuru Ltda.	Terbole Participações Societárias Ltda.	Brazil	Limited Liability Company/Ltda	100%
6	DaVita Serviços de Nefrologia Campo Largo Ltda.	Terbole Participações Societárias Ltda.	Brazil	Limited Liability Company/Ltda	100%
6	DaVita Serviços de Nefrologia Vila Izabel Ltda.	Terbole Participações Societárias Ltda.	Brazil	Limited Liability Company/Ltda	100%
6	Davita Serviços de Nefrologia Curitiba Ltda.	Terbole Participações Societárias Ltda.	Brazil	Limited Liability Company/Ltda	100%
7	Alder Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
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	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	55%
7	Dighton Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	91%
7	Elandon Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	62.2469%
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%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
7	Gabion Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	51%
7	Genessee Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
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	Keene Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	Kittery Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	60%
7	Kollobe Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	Labette Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
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%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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%
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	Roblin Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	100%
7	Rockridge Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	70%
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 Address	City, State, Zip	Phone	Fax	Number of Certified In-Center Stations	Medicare Provider Number
Fairfield Dialysis	1210 HICKS BLVD	Fairfield, OH 45014-1921	(513) 939-1110	(123) 456-7890	14	36-2602
Old Forge Dialysis	325 S MAIN ST	Old Forge, PA 18518-1677	(570) 457-3174	(570) 457-3313	12	39-2726
Cherry Hill Dialysis	1030 KINGS HWY N STE 100	Cherry Hill, NJ 08034-1907	(856) 321-0111	(856) 482-0263	19	31-2513
Thousand Oaks Dialysis	375 ROLLING OAKS DR STE 100	Thousand Oaks, CA 91361-1024	(805) 557-1036	(805) 557-1173	15	05-2873
Wickenburg Dialysis	811 N TEGNER STE 101, 103, 105, 107	Wickenburg, AZ 85390-5409	(928) 684-6898	(928) 684-6107	9	03-2637
Floresville Dialysis	543 10TH ST	Floresville, TX 78114-3107	(830) 393-4010	(830) 393-3056	12	45-2733
Shore Dialysis	300 W SYLVANIA AVE STE 1	Neptune, NJ 07753-6017	(732) 988-3684	(732) 988-2054	16	31-2520
Hallandale Dialysis	2655 HOLLYWOOD BLVD	Hollywood, FL 33020-4840	(954) 925-9909	(954) 927-5852	22	10-2601
Wylie Dialysis	941 S WESTGATE WAY	Wylie, TX 75098-4947	(972) 429-4315	(972) 429-8954	13	67-2702
Frederick Dialysis	140 THOMAS JOHNSON DR STE 100	Frederick, MD 21702-4475	(301) 695-0900	(301) 695-2808	27	21-2598
Burlington North Dialysis	1164 E ROUTE 130	Burlington, NJ 08016-2954	(609) 747-9840	(609) 747-9846	13	31-2548
Pembroke Pines Dialysis	10970 PINES BLVD STE 70	Pembroke Pines, FL 33026-5208	(954) 435-6145	(954) 442-7350	28	10-2647
Rose Point Dialysis	400 N PALM AVE	Wasco, CA 93280-7610	(661) 758-2360	(661) 758-2768	16	55-2861
Freehold Dialysis	300 CRAIG RD	Manalapan, NJ 07726-8742	(732) 303-1589	(732) 303-1895	18	31-2517
PDI-Walnut Tower	834 WALNUT ST	Philadelphia, PA 19107-5109	(215) 629-1490	(215) 629-5728	19	39-2702
Lumberton Dialysis	1261 ROUTE 38 STE B	Hainesport, NJ 08036-2702	(609) 914-4420	(609) 845-3099	20	31-2508
Fort Lauderdale Dixie Dialysis	1299 E COMMERCIAL BLVD STE 100	Oakland Park, FL 33334-4806	(954) 776-6056	(954) 776-8088	20	10-2701
Keys Gate Dialysis	1982 NE 8TH ST	Homestead, FL 33033-4704	(305) 247-3506	(305) 247-3859	16	68-2564
Greenwood Dialysis	109 OVERLAND DR	Greenwood, SC 29646-4053	(864) 227-6011	(864) 227-2098	41	42-2515
Harvey Dialysis	16641 S HALSTED ST STE A	Harvey, IL 60426-6112	(708) 210-9500	(708) 210-9510	18	14-2698
Lucas County Home Training	2702 NAVARRE AVE STE 203	Oregon, OH 43616-3224	(419) 691-1514	(419) 691-1594	2	36-2794
Scranton Dialysis	475 MORGAN HWY	Scranton, PA 18508-2605	(570) 341-8270	(570) 341-8299	14	39-2729
Old Bridge Dialysis	262 TEXAS RD STE 101	Old Bridge, NJ 08857-4008	(732) 591-4931	(732) 561-3448	13	31-2541
Sabetha Dialysis	106 N 12TH ST	Sabetha, KS 66534-1810	(785) 284-0100	(785) 284-0101	10	17-2534
Kissimmee Home Training	1203 N CENTRAL AVE STE A	Kissimmee, FL 34741-4407	(407) 518-9232	(407) 518-9350	4	68-2538
Harrisonburg Dialysis	871 MARTIN LUTHER KING JR WAY STE 100	Harrisonburg, VA 22801-4323	(540) 434-1033	(540) 434-1192	35	49-2507
Tunkhannock Dialysis	5950 SR 6	Tunkhannock, PA 18657-7905	(570) 836-6139	(570) 587-0882	12	39-2725
Edison Dialysis	29 MERIDIAN RD	Edison, NJ 08820-2823	(732) 205-9883	(732) 205-9890	20	31-2559
Alma Dialysis	1730 WRIGHT AVE	Alma, MI 48801-1024	(989) 463-2366	(989) 463-2667	17	23-2676
Texas City PD	13003 DELANEY ST	La Marque, TX 77568-2506	(409) 935-3026	(409) 935-3320	0	67-2727
Vance County Dialysis	854 S BECKFORD DR	Henderson, NC 27536-3487	(252) 492-4239	(252) 492-5713	42	34-2543
Antioch Dialysis Center	3100 DELTA FAIR BLVD	Antioch, CA 94509-4001	(925) 753-5000	(925) 753-5055	20	05-2841
West Branch Dialysis	599 COURT ST	West Branch, MI 48661-9310	(989) 345-8422	(989) 345-8431	14	23-2534
Charles Towne Home Program	1964 ASHLEY RIVER RD STE D2	Charleston, SC 29407-4782	(843) 573-8767	(843) 573-2394	4	42-2633
Holmdel Dialysis	3053 STATE ROUTE 35	Hazlet, NJ 07730-1526	(732) 203-0321	(732) 203-0279	18	31-2510
Manzanita Dialysis Center	4005 MANZANITA AVE STE 17	Carmichael, CA 95608-1779	(916) 483-3241	(916) 483-6347	21	05-2604
Anthem Village Dialysis	2530 ANTHEM VILLAGE DR	Henderson, NV 89052-5548	(702) 614-0590	(702) 614-7419	18	29-2522
Gladwin Dialysis	673 QUARTER ST	Gladwin, MI 48624-1954	(989) 246-0128	(989) 246-0175	19	23-2649
Homestead Dialysis	207 W 7TH AVE	West Homestead, PA 15120-1002	(412) 476-8700	(412) 476-8805	16	39-2662
South Chico Dialysis Center	2345 FOREST AVE	Chico, CA 95928-7641	(530) 894-2180	(530) 894-2647	18	55-2530
Haven Dialysis	60 HAVEN AVE STE B3	New York, NY 10032-2605	(212) 928-9071	(212) 927-2645	24	33-2621
Greenville Dialysis	101 S GREENVILLE WEST DR	Greenville, MI 48838-1598	(616) 225-9500	(616) 225-9007	10	23-2677
Pacific Dialysis	2351 CLAY ST FL 4	San Francisco, CA 94115-1931	(415) 440-2852	(415) 447-8305	30	55-2668
Antelope Dialysis Center	6406 TUPELO DR STE A	Citrus Heights, CA 95621-1780	(916) 721-1800	(916) 721-4376	31	05-2663
Ithaca Dialysis Center	201 DATES DR STE 206	Ithaca, NY 14850-1345	(607) 272-1693	(607) 273-5580	12	33-2536
Renal Center of Westwood	363 OLD HOOK RD	Westwood, NJ 07675-3201	(201) 664-6649	(201) 664-5542	16	31-2523
St Luke's Allentown Dialysis	1901 HAMILTON ST STE 100	Allentown, PA 18104-6460	(610) 435-2590	(610) 433-1386	13	39-2818
Howard County Dialysis	5999 HARPERS FARM RD STE 110E	Columbia, MD 21044-3023	(410) 997-4244	(410) 730-8235	24	21-2516
Concord Dialysis Center	2300 STANWELL DR STE C	Concord, CA 94520-4841	(925) 677-7492	(925) 677-7497	21	55-2535
North Ridge Dialysis	6830 N RIDGE RD	Madison, OH 44057-2637	(440) 428-8377	(440) 428-0615	12	36-2614
Fayette County Dialysis	201 MARY HIGGINSON LN STE A	Uniontown, PA 15401-2658	(724) 437-9480	(724) 437-9646	17	39-2767
Huntingdon Valley Dialysis	769 HUNTINGDON PIKE STE 18	Huntingdon Valley, PA 19006-8362	(215) 379-1788	(215) 379-6779	23	39-2682
Elk Grove Dialysis	9281 OFFICE PARK CIR STE 105	Elk Grove, CA 95758-8069	(916) 691-0480	(916) 691-0488	21	55-2529
Huntsville Dialysis	521 IH 45 S STE 20	Huntsville, TX 77340-5651	(936) 295-5500	(936) 295-5889	26	45-2663
Hayward Dialysis Center	21615 HESPERIAN BLVD STE F	Hayward, CA 94541-7026	(510) 780-9094	(510) 780-0635	31	05-2685
Columbus East Dialysis	299 OUTERBELT ST	Columbus, OH 43213-1529	(614) 501-7224	(614) 501-5197	25	36-2629
Jefferson Dialysis	14 CLAIRTON BLVD	Pittsburgh, PA 15236-3911	(412) 653-6007	(412) 653-5915	17	39-2573
South Hayward Dialysis	254 JACKSON ST	Hayward, CA 94544-1907	(510) 583-1255	(510) 583-0631	24	05-2845
Columbus Downtown Dialysis	415 E MOUND ST	Columbus, OH 43215-5532	(614) 228-1773	(614) 228-1881	24	36-2650
Northtowns Dialysis Center	4041 DELAWARE AVE STE 150	Tonawanda, NY 14150-6828	(716) 871-8103	(716) 871-8107	18	33-2597
PDI-Lancaster	1412 E KING ST	Lancaster, PA 17602-3240	(717) 392-1552	(717) 392-4413	20	39-2609
Lakeport Dialysis Center	244 PECKHAM CT	Lakeport, CA 95453-9203	(707) 262-1349	(707) 262-1355	20	05-2601
Midwood Dialysis	1915 OCEAN AVE	Brooklyn, NY 11230-6801	(718) 258-7700	(718) 258-9273	34	33-2598
Lucedale Dialysis	652 MANILA ST	Lucedale, MS 39452-5962	(601) 947-8701	(601) 947-8980	16	25-2556
Lodi Dialysis Center	1610 W KETTLEMAN LN STE D	Lodi, CA 95242-4210	(209) 334-9888	(209) 333-0888	21	05-2753
Belpre Dialysis	2906 WASHINGTON BLVD	Belpre, OH 45714-1848	(740) 401-0607	(740) 401-0691	12	36-2671
Navarre Dialysis	517 PARK ST NW STE A	Navarre, OH 44662-9267	(330) 879-5270	(330) 879-5294	7	36-2884
Marietta Dialysis	1019 PIKE ST	Marietta, OH 45750-3500	(740) 376-2622	(740) 376-2633	12	36-2563
Tokay Home Dialysis Center	777 S HAM LN STE L	Lodi, CA 95242-3593	(209) 333-8909	(209) 333-8914	0	55-2576
Winton Road Dialysis	6550 WINTON RD	Cincinnati, OH 45224-1327	(513) 591-2900	(513) 591-0208	24	36-2611
Orchard Park Dialysis Center	3801 TAYLOR RD	Orchard Park, NY 14127-2232	(716) 209-7200	(716) 209-7206	24	33-2608
Dearborn Home Dialysis	22030 PARK ST	Dearborn, MI 48124-2854	(313) 792-7343	(313) 792-8341	0	23-2653
Biscayne Bay Dialysis	14801 NE 6th Ave	Miami, FL 33161-2236	(786) 743-3142	(786) 743-3159	16	68-2734
Martinsville Dialysis	33 BRIDGE ST S	Martinsville, VA 24112-6214	(276) 632-3743	(276) 638-2716	20	49-2560
Marysville Dialysis Center	1015 8TH ST	Marysville, CA 95901-5271	(530) 741-9801	(530) 741-9805	15	55-2533
Silverton Dialysis	6929 SILVERTON AVE	Cincinnati, OH 45236-3701	(513) 793-0555	(513) 793-4183	16	36-2633
Borough Park Dialysis	4102 13TH AVE	Brooklyn, NY 11219-1389	(718) 435-2112	(718) 435-0354	32	33-2678
Napa Dialysis Center	3900 BEL AIRE PLZ STE C	Napa, CA 94558-2823	(707) 253-8938	(707) 253-2851	20	05-2615
Blue Ash Dialysis	10600 MCKINLEY RD	Blue Ash, OH 45242-3716	(513) 733-8215	(513) 733-8293	18	36-2519
Southland Dialysis	3401 GLENDALE AVE STE 110	Toledo, OH 43614-2490	(419) 389-9681	(419) 389-9196	28	36-2509
25th Street Dialysis	920 E 25TH ST	Baltimore, MD 21218-5503	(410) 235-1611	(410) 235-3721	21	21-2595
North Highlands Dialysis Center	4612 ROSEVILLE RD STE 100	North Highlands, CA 95660-5175	(916) 334-1368	(916) 334-1543	27	05-2826
Butler County Dialysis	3497 S DIXIE HWY	Franklin, OH 45005-5717	(513) 993-5777	(513) 422-1634	20	36-2647
Dayton South Dialysis	4700 SPRINGBORO PIKE STE A	Moraine, OH 45439-1964	(937) 294-7188	(937) 294-7370	17	36-2821
Mountainside Dialysis	700 N MAIN ST	Jasper, GA 30143-1404	(678) 387-1274	(678) 387-1292	13	85-2584
Midlothian Dialysis	14281 MIDLOTHIAN TPKE BLDG B	Midlothian, VA 23113-6560	(804) 594-3520	(804) 594-3531	17	49-2608
Orangevale Dialysis Center	9267 GREENBACK LN STE A2	Orangevale, CA 95662-4864	(916) 988-5666	(916) 988-5636	20	05-2850
Montgomery Home Training	11135 MONTGOMERY RD	Cincinnati, OH 45249-2338	(513) 810-4369	(513) 810-4387	4	36-2634
Home Dialysis of Dayton South	3030 S DIXIE DR	Kettering, OH 45409-1516	(937) 296-1171	(937) 296-1476	3	36-2541
Cameron Park Dialysis	3311 COACH LN STE C	Cameron Park, CA 95682-7247	(530) 677-5114	(530) 677-5190	24	05-2691
Pryor Dialysis	309 E GRAHAM AVE	Pryor, OK 74361-2434	(918) 825-3100	(918) 825-3183	14	37-2529
Home Dialysis of Dayton	455 TURNER RD STE B	Dayton, OH 45415-3630	(937) 278-8261	(937) 275-4465	0	36-2542
Mt. Auburn Dialysis	2109 READING RD	Cincinnati, OH 45202-1417	(513) 784-1800	(513) 723-2355	29	36-2502
Florin Dialysis Center	7000 STOCKTON BLVD	Sacramento, CA 95823-2312	(916) 424-3990	(916) 424-3799	31	05-2857
Heartland Dialysis	925 NE 8TH ST	Oklahoma City, OK 73104-5800	(405) 236-3043	(405) 239-2390	32	37-2530
Maumee Bay Dialysis	3310 DUSTIN RD	Oregon, OH 43616-3302	(419) 697-2191	(419) 697-2177	18	36-2547
Onancock Dialysis	165 MARKET ST STE 6	Onancock, VA 23417-4233	(757) 505-5027	(757) 505-5147	16	49-2739
Mt. Olive Dialysis	105 MICHAEL MARTIN RD	Mount Olive, NC 28365-1112	(919) 658-0878	(919) 658-0873	20	34-2573

Alhambra Dialysis Center	1315 ALHAMBRA BLVD STE 100	Sacramento, CA 95816-5245	(916) 457-8252	(916) 457-3649	20	05-2707
Belmont Dialysis	68639 BANNOCK RD	Saint Clairsville, OH 43950-9736	(740) 699-0220	(740) 699-0703	10	36-2561
Osceola Loop Dialysis	3052A DYER BLVD	Kissimmee, FL 34741-7839	(407) 569-0950	(407) 569-2708	24	68-2717
South Sacramento Dialysis Center	8275 BRUCEVILLE RD	Sacramento, CA 95823-2308	(916) 427-2561	(916) 427-2025	36	05-2569
Salem North Dialysis	1220 LIBERTY ST NE	Salem, OR 97301-7330	(503) 315-2212	(503) 315-2199	12	38-2530
Midwest Springfield Dialysis	2200 N LIMESTONE ST STE 104	Springfield, OH 45503-2692	(937) 390-3125	(937) 390-6022	16	36-2592
Pasadena Dialysis	8037 GOVERNOR RITCHIE HWY STE A	Pasadena, MD 21122-7121	(410) 590-4615	(410) 766-6718	30	21-2613
Salinas Valley Dialysis Center	955 BLANCO CIR STE C	Salinas, CA 93901-4452	(831) 758-6222	(831) 758-8345	34	05-2602
Woodburn Dialysis	1840 NEWBERG HWY STE 140	Woodburn, OR 97071-3187	(503) 982-2005	(503) 982-2561	20	38-2516
Dayton North Dialysis	455 TURNER RD STE A	Dayton, OH 45415-3630	(937) 278-7861	(937) 278-8336	24	36-2595
Singing River Dialysis	4907 TELEPHONE RD	Pascagoula, MS 39567-1823	(228) 762-0701	(228) 696-2955	30	25-2516
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
Clearfield Dialysis	8866 CLEARFIELD CURWENSVILLE HWY STE 100	Clearfield, PA 16830-3519	(814) 765-2543	(814) 768-3594	17	39-2704
Darke County Dialysis	1111 SWEITZER ST STE B	Greenville, OH 45331-1189	(937) 548-7019	(937) 548-6519	10	36-2659
Pearsall Dialysis	1305 N OAK ST	Pearsall, TX 78061-3414	(830) 334-4690	(830) 334-3380	12	45-2740
Soledad Dialysis Center	901 LOS COCHES DR	Soledad, CA 93960-2995	(831) 678-4310	(831) 678-4324	18	05-2892
Erie Dialysis	350 E BAYFRONT PKWY STE A	Erie, PA 16507-2410	(814) 454-0480	(814) 454-0682	30	39-2543
Hilliard Dialysis	19133 HILLIARD BLVD	Rocky River, OH 44116-2907	(216) 712-4700	(216) 712-4704	18	36-2699
Perth Amboy Dialysis	271 KING ST	Perth Amboy, NJ 08861-4488	(732) 442-3836	(732) 826-2428	21	31-2540
Delta Sierra Dialysis Center	7500 WEST LN	Stockton, CA 95210-3312	(209) 473-7472	(209) 477-5887	36	05-2784
Meadville Dialysis	19050 PARK AVENUE PLZ	Meadville, PA 16335-4012	(814) 336-6044	(814) 337-2294	17	39-2537
Midwest Urbana Dialysis	1430 E US HIGHWAY 36	Urbana, OH 43078-9112	(937) 484-4600	(937) 484-4407	12	36-2729
Philadelphia 42nd Street Dialysis	4126 WALNUT ST	Philadelphia, PA 19104-3511	(215) 387-0500	(215) 387-6414	29	39-2521
Union City Dialysis Center	32930 ALVARADO NILES RD STE 300	Union City, CA 94587-8101	(510) 489-6996	(510) 489-3747	38	05-2571
Parma Heights Dialysis	9050 N CHURCH DR	Parma Heights, OH 44130-4701	(440) 842-0895	(440) 292-0234	17	36-2704
Rolla Dialysis	1503 E 10TH ST	Rolla, MO 65401-3696	(573) 364-6475	(573) 364-9254	16	26-2536
Vacaville Dialysis Center	941 MERCHANT ST	Vacaville, CA 95688-5315	(707) 447-8191	(707) 447-8196	24	05-2709
Pittsburgh Dialysis	4312 PENN AVE	Pittsburgh, PA 15224-1310	(412) 681-8556	(412) 681-8537	12	39-2699
West Clayton Dialysis	100 PROMENADE PKWY STE C	Fayetteville, GA 30214-7735	(678) 788-6328	(678) 788-6351	20	85-2582
Roseburg/Mercy Dialysis	2410 NW EDENBOWER BLVD STE 178	Roseburg, OR 97471-8830	(541) 672-4608	(541) 672-4817	24	38-2514
Creekside Dialysis Center	141 PARKER ST	Vacaville, CA 95688-3921	(707) 453-1325	(707) 453-1329	12	55-2510
Elizabeth Dialysis	201 MCKEESPORT RD	Elizabeth, PA 15037-1623	(412) 384-1822	(412) 384-1828	12	39-2710
Roxboro Dialysis	1005 RIDGE RD	Roxboro, NC 27573-4513	(336) 598-5196	(336) 598-5054	38	34-2562
Walnut Creek Dialysis Center	404 N WIGET LN	Walnut Creek, CA 94598-2408	(925) 937-0203	(925) 946-9482	24	05-2689
McKeesport West Dialysis	101 9TH ST	McKeesport, PA 15132-3953	(412) 672-3720	(412) 672-3724	16	39-2700
Sparks Dialysis Center	777 VISTA BLVD	Sparks, NV 89434-6656	(775) 356-3978	(775) 356-3971	24	29-2505
McKeesport Dialysis	2001 LINCOLN WAY	White Oak, PA 15131-2419	(412) 678-0183	(412) 678-8417	13	39-2532
Knoxville Dialysis	2909 E MAGNOLIA AVE	Knoxville, TN 37914-4516	(865) 525-7035	(865) 524-2425	25	44-2670
DEBALIVIERE DIALYSIS	324 DE BALIVIERE AVE	Saint Louis, MO 63112-1804	(314) 367-9111	(314) 367-9248	32	26-2527
Sherwood Dialysis Center	21035 SW PACIFIC HWY	Sherwood, OR 97140-8062	(503) 925-0105	(503) 925-1734	13	38-2546
Northumberland Dialysis	10932 W STATE ROUTE 61	Mount Carmel, PA 17851-2575	(570) 339-5558	(570) 339-5997	13	39-2613
Rocky Top Dialysis	921 NEW HWY 68	Sweetwater, TN 37874-2726	(423) 337-5770	(423) 337-9142	17	44-2676
Salem Dialysis	3550 LIBERTY RD S STE 100	Salem, OR 97302-5700	(503) 371-8047	(503) 371-7455	25	38-2502
Selinsgrove Dialysis	1030 N SUSQUEHANNA TRAIL	Selinsgrove, PA 17870-7767	(570) 374-1160	(570) 374-3439	13	39-2628
Renal Center of North Denton	4309 MESA DRIVE	Denton, TX 76207-3438	(940) 566-2701	(940) 483-8251	20	45-2528
Appleseed Dialysis	1833 MAGNAVOX WAY	Fort Wayne, IN 46804-1539	(260) 432-1036	(260) 432-2085	4	15-2649
Santee Dialysis	228 BRADFORD BLVD	Santee, SC 29142-8677	(803) 854-3133	(803) 854-3135	24	42-2547
Physicians Choice Dialysis - Montgomery	1001 FOREST AVE	Montgomery, AL 36106-1181	(334) 269-9416	(334) 269-0024	19	01-2505
Philadelphia PMC Dialysis	3823 MARKET ST	Philadelphia, PA 19104-3145	(215) 222-0671	(215) 823-6949	27	39-2538
Texarkana Regional Dialysis	5502 MEDICAL PARKWAY DR	Texarkana, TX 75503-4623	(903) 832-9771	(903) 791-1774	38	45-2552
Silver Spring Dialysis	8040 GEORGIA AVE STE 150	Silver Spring, MD 20910-4959	(301) 608-8961	(301) 608-8966	27	21-2593
Radnor Dialysis	170 N HENDERSON RD	King Of Prussia, PA 19406-2155	(610) 337-6510	(610) 337-6516	13	39-2630
Physicians Choice Dialysis - Prattville	600 MCQUEEN SMITH RD S	Prattville, AL 36066-5716	(334) 358-1576	(334) 358-2139	16	01-2535
Waverly Dialysis	407 BALTIMORE PIKE	Morton, PA 19070-1042	(610) 690-1100	(610) 690-3618	20	39-2502
Renal Center of Lewisville	1600 WATERS RIDGE DR STE B	Lewisville, TX 75057-6039	(972) 436-7211	(972) 436-4138	30	45-2648
Staunton Dialysis	29 IDLEWOOD BLVD	Staunton, VA 24401-9355	(540) 885-8906	(540) 885-0824	17	49-2528
Physicians Choice Dialysis - Elmore County	125 HOSPITAL DR	Wetumpka, AL 36092-1626	(334) 514-2037	(334) 514-9568	10	01-2553
Cobbs Creek Dialysis	1700 S 60TH ST	Philadelphia, PA 19142-1404	(215) 730-0500	(215) 730-0600	24	39-2536
Northeast Texas Dialysis	413B LOOP 59	Atlanta, TX 75551-2015	(903) 799-5843	(903) 796-1137	13	45-2710
Arnold Dialysis	102 RICHARDSON XING	Arnold, MO 63010-6023	636-467-5619	636-467-5997	8	26-2647
Southwest San Antonio Dialysis	1620 SOMERSET RD	San Antonio, TX 78211-3021	(210) 924-6684	(210) 924-8332	16	45-2605
Bakers Ferry Dialysis	3645 BAKERS FERRY RD SW	Atlanta, GA 30331-3712	(404) 691-1932	(404) 691-2786	20	11-2729
Walterboro Dialysis	302 RUBY ST	Walterboro, SC 29488-2758	(843) 549-6743	(843) 549-5228	25	42-2528
Sylacauga Dialysis	331 JAMES PAYTON BLVD	Sylacauga, AL 35150-8064	(256) 249-4994	(256) 249-2786	18	01-2588
Southwest Atlanta Dialysis Center	3620 MARTIN LUTHER KING DR SW	Atlanta, GA 30331-3711	(404) 696-7303	(404) 699-1656	30	11-2523
Pageland Dialysis	505A S PEARL ST	Pageland, SC 29728-2222	(843) 672-3491	(843) 672-3504	16	42-2592
Renal Center of Fort Worth	251 UNIVERSITY DRIVE STE 101	Fort Worth, TX 76107-1986	(817) 870-5002	(817) 870-0044	16	45-2819
Swan Creek Dialysis	5201 AIRPORT HWY	Toledo, OH 43615-6800	(419) 214-0540	(419) 214-0546	17	36-2587
Lake Hearn Dialysis	1150 LAKE HEARN DR NE STE 100	Atlanta, GA 30342-1566	(404) 847-9850	(404) 847-9261	20	11-2745
McIntosh County Dialysis	480 EUNICE BURNS RD	Eufaula, OK 74432-4000	(918) 689-7919	(918) 689-7981	11	37-2580
Tyson's Corner Dialysis	8391 OLD COURTHOUSE RD STE 160	Vienna, VA 22182-3819	(703) 827-8644	(703) 827-0657	15	49-2580
Nephrology Center of South Augusta	1631 GORDON HWY STE 1B	Augusta, GA 30906-2221	(706) 790-8300	(706) 790-9944	19	11-2671
Amarillo Dialysis	8604 S COULTER ST	Amarillo, TX 79119-7379	(806) 358-0051	(806) 355-0410	36	45-2866
Danville Home Training	3 POLAND RD	Danville, IL 61834-7463	(217) 446-0583	(217) 442-0796	0	14-2734
McAlester Dialysis	2 E CLARK BASS BLVD STE 101	McAlester, OK 74501-4210	(918) 423-7501	(918) 423-7542	12	37-2564
UT Southwestern-Oakcliff Dialysis	655 W Illinois Ave, Ste 701	Dallas, TX 75224-1814	(469) 895-5907	(469) 895-5931	37	45-2773
Laurel Meadows Dialysis	3 ROSSI CIR STE A	Salinas, CA 93907-2357	(831) 424-5726	(831) 424-2565	24	55-2713
Waynesburg Dialysis	248 ELM DR	Waynesburg, PA 15370-8269	(724) 627-3997	(724) 627-5305	13	39-2641
Columbus Dialysis Center	6228 BRADLEY PARK DR STE B	Columbus, GA 31904-3604	(706) 596-8222	(706) 596-8381	22	11-2573
North Orangeburg Dialysis	124 FIRE TOWER RD	Orangeburg, SC 29118-1401	(803) 531-6202	(803) 534-5263	27	42-2508
Point Pleasant Dialysis	3683 OHIO RIVER RD	Point Pleasant, WV 25550-9244	(304) 675-1500	(304) 675-1505	12	51-2530
Laurel Meadows Home Training	3 ROSSI CIR STE B	Salinas, CA 93907-2356	(831) 757-4360	(831) 754-8955	0	55-2724
Western Hills Dialysis	3267 WESTBOURNE DR	Cincinnati, OH 45248-5110	(513) 347-0444	(513) 347-0150	16	36-2628
West Georgia Dialysis	1216 STARK AVE	Columbus, GA 31906-2500	(706) 320-0103	(706) 320-1906	20	11-2742
South Orangeburg Dialysis	1080 SUMMERS AVE	Orangeburg, SC 29115-4920	(803) 539-0084	(803) 539-0097	16	42-2565
WAUKESHA DIALYSIS	721 AMERICAN AVE STE 204	Waukesha, WI 53188-5071	(262) 549-0754	(262) 549-0782	12	52-2504
Ann Arbor Dialysis	3147 OAK VALLEY DR	Ann Arbor, MI 48103-9248	(734) 213-5269	(734) 222-6073	16	23-2687
Garden West Dialysis	5715 N VENOY RD	Westland, MI 48185-2830	(734) 261-9418	(734) 261-1371	24	23-2550
Decatur Dialysis Center	1987 CANDLER RD	Decatur, GA 30032-4212	(404) 286-1700	(404) 286-1710	20	11-2633
Brookfield Dialysis	19395 W CAPITOL DR BLDG C	Brookfield, WI 53045-2736	(262) 781-0273	(262) 781-0305	12	52-2532
Budfield Street Home Dialysis	350 BUDFIELD ST STE 1	Johnstown, PA 15904-3214	(814) 254-4262	(814) 254-4323	0	39-2775
Zanesville Dialysis	3120 NEWARK RD	Zanesville, OH 43701-9659	(740) 454-2911	(740) 452-0847	22	36-2518
Dialysis of Lithonia	2485 PARK CENTRAL BLVD	Decatur, GA 30035-3903	(678) 418-9808	(678) 418-9802	24	11-2746
Aiken Dialysis	775 MEDICAL PARK DR	Aiken, SC 29801-6306	(803) 641-4222	(803) 641-4224	21	42-2512

OCONOMOWOC Dialysis	1253 CORPORATE CENTER DR	Oconomowoc, WI 53066-4891	(262) 560-0371	(262) 560-0399	15	52-2517
Timonium Dialysis	1840 YORK RD STE A	Lutherville Timonium, MD 21093-5121	(410) 252-8313	(410) 252-8239	22	21-2738
Paris Dialysis	32 STEUBENVILLE PIKE	Paris, PA 15021-8529	(724) 729-3350	(724) 729-3353	17	39-2595
East Point Dialysis Center	2669 CHURCH ST	East Point, GA 30344-3115	(404) 765-1780	(404) 765-9939	28	11-2655
MUKWONAGO DIALYSIS	400 BAY VIEW RD STE F	Mukwonago, WI 53149-1770	(262) 363-3561	(262) 363-3564	10	52-2521
Forest Hill Avenue Dialysis	4900 FOREST HILL AVE	Richmond, VA 23225-3146	(804) 230-3594	(804) 230-3971	16	49-2663
Hope Valley Dialysis	101 W WOODCROFT PKWY	Durham, NC 27713-9471	(984) 250-7106	(984) 250-7127	10	34-2758
Dallas East Dialysis	3402 N BUCKNER BLVD STE 308	Dallas, TX 75228-5656	(214) 660-9413	(214) 660-9465	33	45-2822
Elberton Dialysis Center	894 ELBERT ST	Elberton, GA 30635-2628	(706) 283-9833	(706) 283-9844	18	11-2545
Dyersburg Dialysis	1575 PARR AVE	Dyersburg, TN 38024-3151	(731) 286-5184	(731) 286-0174	20	44-2533
MENOMONEE FALLS DIALYSIS	N87W17301 MAIN ST	Menomonee Falls, WI 53051-2760	(262) 253-9768	(262) 253-9870	12	52-2523
PG County South Dialysis	5442 SAINT BARNABAS RD	Oxon Hill, MD 20745-3622	(301) 894-0572	(301) 630-1389	22	21-2675
Ellijay Dialysis	449 INDUSTRIAL BLVD STE 240	Ellijay, GA 30540-6724	(706) 719-5354	(706) 719-5355	12	11-2709
Tipton County Dialysis	107 TENNESSEE AVE	Covington, TN 38019-3902	(901) 475-0410	(901) 475-9040	13	44-2604
WATERTOWN DIALYSIS	1905 MARKET WAY STE 1004	Watertown, WI 53094-7466	(920) 262-1090	(920) 262-1514	11	52-2525
Omaha Harrison Dialysis	6610 S 168TH ST STE 8	Omaha, NE 68135-5412	(402) 896-4609	(402) 896-1439	12	28-2529
Lakeside Dialysis	10401 HOSPITAL DR STE G2	Clinton, MD 20735-3113	(301) 856-6550	(301) 856-5693	15	21-2564
Fort Valley Dialysis Center	557 BLUEBIRD BLVD	Fort Valley, GA 31030-5083	(478) 825-7208	(478) 825-3114	13	11-2559
Cookeville Dialysis	320 N WILLOW AVE	Cookeville, TN 38501-2337	(931) 520-7763	(931) 646-4866	17	44-2511
FORT ATKINSON DIALYSIS	525 HANDEYSIDE LN	Fort Atkinson, WI 53538-1281	(920) 563-8665	(920) 563-8643	15	52-2533
West Bellfort Dialysis	21026 W BELLFORT ST	Richmond, TX 77406-1685	(832) 595-0187	(832) 595-0637	12	67-2733
Ludington Dialysis	7 N ATKINSON DR STE 210	Ludington, MI 49431-1953	(231) 843-4609	(231) 843-9209	17	23-2572
Gainesville Dialysis	2545 FLINTRIDGE RD STE 130	Gainesville, GA 30501-7428	(770) 536-7194	(770) 535-1597	17	11-2693
Clarksville Dialysis	231 HILLCREST DR	Clarksville, TN 37043-5093	(931) 645-9694	(931) 647-5517	14	44-2556
Bluemound PD	601 N 99TH ST STE 300	Milwaukee, WI 53226-4362	(414) 778-1623	(414) 778-1631	5	52-2536
Jacksonville Arlington Dialysis	929 UNIVERSITY BLVD N	Jacksonville, FL 32211-5529	(904) 743-1689	(904) 743-1570	16	68-2526
Cannon Dialysis	614 S CANNON BLVD	Kannapolis, NC 28083-5240	(704) 273-3471	(704) 273-3062	11	34-2760
Summit Dialysis	1139 SPRUCE DR	Mountainside, NJ 07092-2221	(908) 232-7800	(908) 232-9188	22	31-2528
Iris City Dialysis	521 N EXPRESSWAY STE 1509	Griffin, GA 30223-2073	(770) 228-3177	(770) 229-8431	28	11-2711
Whitebridge Dialysis	103 WHITE BRIDGE PIKE STE 6	Nashville, TN 37209-4539	(615) 352-5535	(615) 352-5875	16	44-2540
Humboldt Ridge Dialysis	2211 N HUMBOLDT BLVD	Milwaukee, WI 53212-3507	(414) 336-7200	(414) 336-7210	24	52-2577
Wilson Dialysis	2833 WOOTEN BLVD SW	Wilson, NC 27893-8625	(252) 206-1471	(252) 206-7157	44	34-2507
Columbia Dialysis	1705 GROVE ST	Columbia, TN 38401-3517	(931) 381-4445	(931) 381-9398	15	44-2539
MEQUON ROAD DIALYSIS	W175 N11056 STONEWOOD DR	Germantown, WI 53022-4799	(262) 251-4047	(262) 251-4171	12	52-2579
Nall Dialysis	10787 NALL AVE STE 130	Overland Park, KS 66211-1375	(913) 649-2671	(913) 649-2869	13	17-2555
Abington Dialysis	3940A COMMERCE AVE	Willow Grove, PA 19090-1705	(215) 830-1115	(215) 657-2674	22	39-2614
Grovepark Dialysis	794 MCDONOUGH RD	Jackson, GA 30233-1572	(770) 504-0365	(770) 504-8761	12	11-2741
Murfreesboro Dialysis	1644 GATEWAY BLVD	Murfreesboro, TN 37129-2251	(615) 217-9571	(615) 217-9395	17	44-2549
Camarillo Dialysis	2438 N PONDEROSA DR STE C101	Camarillo, CA 93010-2465	(805) 764-0171	(805) 388-0360	18	55-2551
Renal Center of Keyser	1080 NEW CREEK HIGHWAY	Keyser, WV 26726-9508	(304) 788-5057	(304) 788-5059	12	51-2537
Henrico County Dialysis	5270 CHAMBERLAYNE RD	Richmond, VA 23227-2950	(804) 262-8077	(804) 262-9125	26	49-2598
Jonesboro Dialysis	129 KING ST	Jonesboro, GA 30236-3656	(770) 471-2381	(770) 477-8027	20	11-2517
Iowa Street Dialysis	8333 IOWA ST STE 100	Downey, CA 90241-4994	(562) 923-5901	(562) 923-6000	21	55-2639
Bradford Dialysis	665 E MAIN ST	Bradford, PA 16701-1816	(814) 362-7417	(814) 362-6327	13	39-2523
Dialysis Center of Middle Georgia - Macon	2494 2ND ST	Macon, GA 31206	(478) 464-1872	(478) 464-0792	16	11-2583
Fountain Valley Dialysis	17150 EUCLID ST STE 111	Fountain Valley, CA 92708-4092	(714) 966-1595	(714) 966-1555	21	55-2630
Klamath Falls Dialysis	2421 WASHBURN WAY STE B	Klamath Falls, OR 97603-4531	(541) 882-3401	(541) 273-7431	17	38-2557
Houston Dialysis	900 S LOOP W STE 100	Houston, TX 77054-4632	(713) 748-0942	(713) 741-7357	20	45-2584
East Macon Dialysis Center	165 EMERY HWY STE 101	Macon, GA 31217-3617	(478) 755-1144	(478) 755-1127	24	11-2602
Williamson County Dialysis	3983 CAROTHERS PKWY STE E-4	Franklin, TN 37067-5936	(615) 794-4423	(615) 794-1672	9	44-2587
Chateau Dialysis	720 VILLAGE RD	Kenner, LA 70065-2751	(504) 469-2796	(504) 469-7587	16	19-2534
McDonough Dialysis Center	114 DUNN ST	McDonough, GA 30253-2347	(770) 898-4999	(770) 898-0059	20	11-2651
Home at the Museum	7505 MAIN ST STE 120	Houston, TX 77030-4523	(713) 796-9616	(713) 796-9665	1	67-2613
Lake Charles Southwest Dialysis	300 18th ST	Lake Charles, LA 70601-7342	(337) 433-6831	(337) 433-6613	20	19-2597
Memphis Central Dialysis	889 DR M L KING JR AVE	Memphis, TN 38126-1928	(901) 525-1719	(901) 525-0341	26	44-2573
Hillsboro Regional Dialysis	1487 N HIGH ST STE 1A	Hillsboro, OH 45133-8496	(937) 393-9020	(937) 393-9095	14	36-2741
Memorial Plaza Dialysis	3901 UNIVERSITY BLVD S STE 111	Jacksonville, FL 32216-4374	(904) 731-0247	(904) 731-4046	20	68-2516
Columbus Dialysis	226 GRACELAND BLVD STE 3-09A	Columbus, OH 43214-1532	(614) 985-1732	(614) 781-0906	21	36-2543
Milledgeville Dialysis	400 S WAYNE ST	Milledgeville, GA 31061-3446	(478) 453-9489	(478) 453-3100	12	11-2571
Memphis East Dialysis	6029 WALNUT GROVE RD STE C003	Memphis, TN 38120-2112	(901) 747-2316	(901) 747-0634	28	44-2576
Indio Dialysis	82900 AVENUE 42 STE E	Indio, CA 92203-9658	(760) 342-6842	(760) 342-6807	37	55-2860
Renal Center of Plano	4112 W SPRING CREEK PARKWAY STE D200	Plano, TX 75024-5210	(972) 608-7831	(972) 608-7837	17	67-2694
Oklahoma City South Dialysis	319 SW 59TH ST	Oklahoma City, OK 73109-8301	(405) 634-3708	(405) 636-1211	21	37-2518
Newnan Dialysis	242 BULLSBORO DR	Newnan, GA 30263-1295	(770) 304-5850	(770) 304-5855	21	11-2689
Channelview Dialysis	777 SHELDON RD STE C	Channelview, TX 77530-3579	(281) 860-0600	(281) 860-9608	20	45-2647
Renal Center of Waterton	2895 SHILOH RD	Tyler, TX 75703-2936	(903) 561-0292	(903) 561-1896	20	67-2647
San Jacinto Dialysis	11430 EAST FWY STE 330	Houston, TX 77029-1959	(713) 450-4991	(713) 451-5766	17	45-2530
Perry Dialysis Center	1014 KEITH DR	Perry, GA 31069-2947	(478) 777-8082	(478) 777-8083	16	11-2683
Sagemont Dialysis	1823 BROADWAY ST	Pearland, TX 77581-5605	(281) 996-7913	(281) 996-7858	17	45-2612
Renal Center of Frisco	10850 FRISCO ST STE 300	Frisco, TX 75033-3586	(214) 872-2421	(214) 872-2426	21	67-2654
Southwest Denver Dialysis	8601 W CROSS DR UNIT C-2	Littleton, CO 80123-2200	(303) 933-2367	(303) 933-2566	9	06-2572
North Loop East Dialysis	7139 NORTH LOOP E	Houston, TX 77028-5903	(713) 675-8499	(713) 675-3510	16	45-2706
Central Houston Dialysis	610 S WAYSIDE DR UNIT B	Houston, TX 77011-4605	(713) 928-9040	(713) 928-9059	20	45-2677
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
Oceana Dialysis	1375 OCEANA BLVD STE 114	Virginia Beach, VA 23454-5579	(757) 961-6239	(757) 961-6665	17	49-2698
Upland Dialysis	600 N 13TH AVE	Upland, CA 91786-4957	(909) 946-3802	(909) 946-0515	24	05-2552
Mainland Dialysis	4201 GULF FWY	La Marque, TX 77568-3516	(409) 938-1678	(409) 938-1679	24	45-2635
Grandview Dialysis	13812 S US HIGHWAY 71	Grandview, MO 64030-3685	(816) 763-1179	(816) 763-1390	12	26-2644
Bakersfield Brimhall Dialysis	8501 BRIMHALL RD STE 500	Bakersfield, CA 93312-2258	(661) 387-6603	(661) 387-6780	20	05-2635
East Georgia Dialysis	1989 STAMBUK LN	Statesboro, GA 30458-2642	(912) 871-5394	(912) 681-4330	29	11-2710
Island Dialysis	5920 BROADWAY ST	Galveston, TX 77551-4305	(409) 740-1109	(409) 740-1464	27	45-2520
Brownfield Dialysis	1407 Tahoka Rd.	Brownfield, TX 79316-4828	(806) 614-4264	(806) 614-4290	14	67-2596
Jersey City Dialysis	1310 5TH ST	North Bergen, NJ 07047-1710	(201) 770-9220	(201) 770-9225	18	31-2545
Delano Dialysis	405 DOVER PKWY	Delano, CA 93215-3714	(661) 725-1370	(661) 725-1323	32	05-2674
Northlake Dialysis	1350 MONTREAL RD STE 200	Tucker, GA 30084-8144	(678) 406-0825	(678) 406-0830	19	11-2695
North Conroe Dialysis	3211 INTERSTATE 45 N STE 500	Conroe, TX 77304-2187	(936) 756-9400	(936) 756-9450	16	67-2717
Goldsboro South Dialysis	1704 WAYNE MEMORIAL DR	Goldsboro, NC 27534-2240	(919) 739-6505	(919) 739-6506	25	34-2587
Radcliff Dialysis	180 E LINCOLN TRAIL BLVD	Radcliff, KY 40160-1254	(270) 352-2252	(270) 352-5380	12	18-2611
Renovation of Life Dialysis	14505 COMMERCE WAY STE 600	Miami Lakes, FL 33016-1530	(305) 362-8399	(305) 362-8351	16	68-2512
Three Chopt Dialysis	8813 THREE CHOPT RD	Richmond, VA 23229-4774	(804) 282-6791	(804) 282-4937	16	49-2506
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
Katy Cinco Ranch Dialysis	1265 ROCK CANYON DR	Katy, TX 77450-3831	(281) 392-1616	(281) 392-2544	12	45-2833
Amherst Dialysis	3200 COOPER FOSTER PRK RD W	Lorain, OH 44053-3654	(440) 989-1410	(440) 989-1417	17	36-2766
Washington Dialysis Center	154 WASHINGTON PLZ	Washington, GA 30673-2074	(706) 678-5855	(706) 678-6903	25	11-2527
UT Southwestern-Dallas Dialysis	204 E AIRPORT FWY	Irving, TX 75062-6305	(972) 438-7375	(972) 554-1489	36	45-2736
Rowland Heights Dialysis	17875 COLIMA RD UNIT A	City Of Industry, CA 91748-1729	(626) 964-5849	(626) 965-8380	33	55-2843
Oakland Laurel Dialysis	3814 MACARTHUR BLVD STE 201	Oakland, CA 94619-1315	(510) 531-6090	(510) 531-6357	24	75-2516
Garden City Dialysis Center	1100 STEWART AVE STE 2	Garden City, NY 11530-4839	(516) 357-0004	(516) 357-7377	31	33-2605
Kerrville Dialysis	515 GRANADA PL	Kerrville, TX 78028-5992	(830) 307-5471	(830) 307-5472	18	45-2546

Huntington Park Dialysis	5942 RUGBY AVE	Huntington Park, CA 90255-2803	(323) 585-7605	(323) 585-7635	21	55-2667
Visalia at Home	1120 N CHINOWTH ST	Visalia, CA 93291-7896	(559) 622-9844	(559) 622-0778	0	05-2771
Cairo Dialysis	1182 5TH ST SE	Cairo, GA 39828-3141	(229) 377-0852	(229) 377-8670	12	85-2541
Bolivar Dialysis	515 PECAN DR	Bolivar, TN 38008-1611	(731) 658-3828	(731) 659-2840	18	44-2601
San Antonio West Dialysis	4530 CALLAGHAN RD	San Antonio, TX 78228-2617	(210) 431-9048	(210) 431-8934	24	45-2587
Richmond Dialysis	4200 MACDONALD AVE STE A	Richmond, CA 94805-2315	(510) 236-8861	(510) 236-2563	24	55-2688
Park Side Dialysis	241 W SCHROCK RD	Westerville, OH 43081-2874	(614) 882-1734	(614) 882-4529	17	36-2783
Harbor Park Dialysis	111 CHERRY HILL RD	Baltimore, MD 21225-1392	(410) 354-3037	(410) 354-3095	21	21-2556
Brownsville Dialysis	380 N DUPREE AVE	Brownsville, TN 38012-2332	(731) 772-3735	(731) 772-9794	21	44-2599
Rock Prairie Road Dialysis	1724 BIRMINGHAM RD STE 101	College Station, TX 77845-4063	(979) 704-6903	(979) 704-6906	24	67-2504
Los Alamitos Dialysis	4141 KATELLA AVE	Los Alamitos, CA 90720-3406	(714) 952-0175	(714) 952-0180	24	55-2691
Camden Dialysis	168 W MAIN ST STE A	Camden, TN 38320-1767	(731) 584-0447	(731) 584-5256	13	44-2607
Cape Coral North Dialysis	1315 SE 8TH TERRACE	Cape Coral, FL 33990-3213	(239) 772-8599	(239) 772-9421	12	68-2501
Greensboro Dialysis	1041 Willow Run Rd	Greensboro, GA 30642-2760	762-815-5694	762-815-5701	17	11-2640
Collierville Dialysis	791 W POPLAR AVE	Collierville, TN 38017-2543	(901) 853-7809	(901) 853-3538	13	44-2648
Alexandria Dialysis	5150 DUKE ST	Alexandria, VA 22304-2906	(703) 823-7940	(703) 823-7945	29	49-2589
Ridgecrest Dialysis	12249 ROJAS DR	El Paso, TX 79936-7750	(915) 790-0839	(915) 858-1063	20	67-2691
Greer South Home Training	3254 BRUSHY CRK RD STE A	Greer, SC 29650-1000	(864) 877-9157	(864) 801-2937	3	42-2638
Greenspring Dialysis Center	4701 MOUNT HOPE DR STE C	Baltimore, MD 21215-3246	(410) 585-0467	(410) 585-0491	36	21-2551
South Dade Kidney Center	11040 SW 184TH ST	Cutler Bay, FL 33157-6602	(305) 259-1516	(305) 259-1769	23	68-2508
Greer Kidney Center	14152 E WADE HAMPTON BLVD	Greer, SC 29651-1554	(864) 877-4432	(864) 877-4662	21	42-2539
North Jackson Dialysis	217 STERLING FARM DR	Jackson, TN 38305-5727	(731) 664-7444	(731) 664-7470	24	44-2600
Culpeper Dialysis	430 SOUTHRIDGE PARKWAY	Culpeper, VA 22701-3791	(540) 825-9332	(540) 825-9356	17	49-2543
Kennewick Dialysis	3208 W 19TH AVE STE 101	Kennewick, WA 99337-2318	(509) 582-1677	(509) 585-5535	11	50-2572
Troup County Dialysis	140 GLENN BASS RD	La Grange, GA 30240-5809	(706) 882-0193	(706) 882-1895	33	11-2858
Lebanon County Dialysis	440 OAK ST	Lebanon, PA 17042-6243	(717) 272-3050	(717) 272-3963	16	39-2557
Mechanicsville Dialysis	8191 ATLEE RD	Mechanicsville, VA 23116-1807	(804) 730-3149	(804) 730-4187	22	49-2605
Parkland Dialysis Center	311 140TH ST S	Parkland, WA 98444-4526	(253) 536-5961	(253) 536-5967	22	50-2566
Gulf Coast Dialysis	3300 TAMIAMI TRL STE 101A	Port Charlotte, FL 33952-8054	(941) 625-9985	(941) 629-1522	0	10-2628
Amelia Dialysis	15151 PATRICK HENRY HWY	Amelia Court House, VA 23002-4700	(804) 207-6131	(804) 207-6138	15	49-2583
Hackensack Dialysis	113 W ESSEX ST	Maywood, NJ 07607-1020	(201) 843-3875	(201) 843-0632	36	31-2615
Galleria Dialysis	9160 US HIGHWAY 64	Lakeland, TN 38002-4766	(901) 380-1511	(901) 380-5624	16	44-2611
Hioaks Dialysis	671 HIOAKS RD STE A	Richmond, VA 23225-4072	(804) 272-0179	(804) 320-1550	20	49-2556
East Wenatchee Dialysis	300 COLORADO AVE	East Wenatchee, WA 98802-3800	(509) 886-4950	(509) 886-4957	14	50-2569
Hartford Downtown Dialysis	80 SEYMOUR ST	Hartford, CT 06106-3300	(860) 244-2108	(860) 244-2133	32	07-2554
Renal Care of Lexington	22579 DEPOT ST	Lexington, MS 39095-7339	(662) 834-3355	(662) 834-3587	22	25-2539
Radford Dialysis	600 E MAIN ST STE F	Radford, VA 24141-1826	(540) 639-9561	(540) 639-9567	17	49-2619
Delta View Dialysis	1150 E LELAND RD	Pittsburg, CA 94565-5319	(925) 427-0867	(925) 427-0873	20	55-2664
Henderson Dialysis Center	1002 US HWY 79 N	Henderson, TX 75652-6008	(903) 655-6922	(903) 655-1719	13	45-2803
Chinle Dialysis	US HWY 191 PO BOX 879	Chinle, AZ 86503-1799	(928) 674-5426	(928) 674-5461	26	03-2518
Loomis Road Dialysis	4120 W LOOMIS RD	Greenfield, WI 53221-2052	(414) 761-4920	(414) 761-4926	21	52-2507
Shaker Square Dialysis	12800 SHAKER BLVD STE 1	Cleveland, OH 44120-2000	(216) 491-4867	(216) 491-4925	20	36-2560
Tuba City Dialysis	500 EDGEWATER DR PO BOX 2910	Tuba City, AZ 86045-2905	(928) 283-4525	(928) 283-4801	26	03-2506
Wisconsin Avenue Dialysis	3801 W WISCONSIN AVE	Milwaukee, WI 53208-3155	(414) 937-8240	(414) 937-8248	24	52-2502
Washington County Dialysis	246 EASTERN BLVD N STE 104	Hagerstown, MD 21740-5965	(301) 797-7839	(301) 393-9046	0	21-2667
South Florida Dialysis	1 OAKWOOD BLVD STE 100	Hollywood, FL 33020-1937	(954) 894-7500	(954) 894-7700	21	10-2680
Alamosa Dialysis	612 DEL SOL DR	Alamosa, CO 81101-8548	(719) 589-2022	(719) 589-6233	12	06-2550
Cedarburg Dialysis	N54 W 6135 MILL ST, STE 400	Cedarburg, WI 53012-2021	(262) 376-8011	(262) 376-9369	10	52-2529
Greatwood Dialysis	20333 SOUTHWEST FREEWAY STE 105	Sugar Land, TX 77479-6774	(281) 545-1470	(281) 545-1839	17	67-2758
Hollywood Dialysis Center	5108 W SUNSET BLVD	Los Angeles, CA 90027-5708	(323) 913-4010	(323) 913-4022	22	05-2801
Aurora Dialysis Center	1411 S POTOMAC ST AMC II STE 100	Aurora, CO 80012-4536	(303) 368-1911	(303) 368-1857	27	06-2514
Janesville Dialysis	1305 WOODMAN RD	Janesville, WI 53545-1068	(608) 741-4181	(608) 741-2369	12	52-2503
Poinciana Dialysis	1002 CYPRESS PKWY	Kissimmee, FL 34759-3328	(321) 697-5658	(321) 697-5435	26	10-2898
Honesdale Dialysis Center	600 MAPLE AVE STE 8	Honesdale, PA 18431-1460	(570) 253-0952	(570) 253-0954	12	39-2582
Boulder Dialysis Center	2880 FOLSOM ST STE 110	Boulder, CO 80304-3769	(303) 440-5600	(303) 440-4165	14	06-2517
Fond du Lac Dialysis	210 WISCONSIN AMERICAN DR ATTN DAVITA DIALYSIS (WEST END OF BLDG)	Fond Du Lac, WI 54937-2999	(920) 907-0689	(920) 907-0760	9	52-2526
Fremont at Home	39355 CALIFORNIA ST STE 101	Fremont, CA 94538-1447	(510) 494-1348	(510) 797-2587	0	55-2699
Hot Springs Dialysis	115 WRIGHTS ST STE A	Hot Springs, AR 71913-6240	(501) 624-0153	(501) 624-0629	30	04-2531
Brighton Dialysis	4700 E BROMLEY LN STE 103	Brighton, CO 80601-7821	(303) 659-2511	(303) 659-2595	12	06-2542
Lake Geneva Dialysis	650 N EDWARDS BLVD	Lake Geneva, WI 53147-4595	(262) 248-2502	(262) 248-0316	16	52-2537
Archway Dialysis of Modesto	3001 HEALTH CARE WAY BLDG E, STE 102	Modesto, CA 95356-8510	(209) 543-1720	(209) 543-1596	20	55-2760
Houston Kidney Center Southwest	9980 W SAM HOUSTON PKWY S STE 100	Houston, TX 77099-5104	(281) 530-1905	(281) 530-1590	24	45-2780
Commerce City Dialysis	6320 HOLLY ST	Commerce City, CO 80022-3325	(303) 853-4300	(303) 853-4333	18	06-2533
Marinette Dialysis	2706 CAHILL RD STE A	Marinette, WI 54143-3886	(715) 732-2372	(715) 732-2269	16	52-2551
Anaheim West Dialysis	1821 W LINCOLN AVE	Anaheim, CA 92801-6731	(714) 765-6510	(714) 765-6515	20	55-2676
Huntington on Broadway Dialysis	256 BROADWAY	Huntington Station, NY 11746-1403	(631) 423-4320	(631) 423-2832	18	33-2513
Cortez Dialysis Center	610 E MAIN ST STE C	Cortez, CO 81321-3308	(970) 565-4302	(970) 565-4374	18	06-2528
Green Bay Dialysis	1751 DECKNER AVE	Green Bay, WI 54302-2630	(920) 465-0430	(920) 465-1311	10	52-2552
Fremont Dialysis	2599 STEVENSON BLVD	Fremont, CA 94538-2315	(510) 796-4385	(510) 713-1249	24	55-2698
Medford Kidney Center	1725 N OCEAN AVE	Medford, NY 11763-2649	(631) 289-8000	(631) 289-8079	10	33-2555
Lowry Dialysis Center	7465 E 1ST AVE STE A	Denver, CO 80230-6877	(303) 367-0946	(303) 367-0951	26	06-2529
Sturgeon Bay Dialysis	108 S 10TH AVE	Sturgeon Bay, WI 54235-1802	(920) 746-7955	(920) 746-7974	8	52-2556
Owasso Dialysis	9521 N OWASSO EXPY	Owasso, OK 74055-5414	(918) 376-9479	(918) 376-2781	16	37-2585
Freeport Kidney Center	351 S MAIN ST	Freeport, NY 11520-5114	(516) 623-1786	(516) 546-5074	21	33-2529
Denver Dialysis Center	2900 N DOWNING ST STE C	Denver, CO 80205-4699	(303) 292-0303	(303) 292-1266	16	06-2546
Oshkosh West Dialysis	855 N WESTHAVEN DR	Oshkosh, WI 54904-7668	(920) 303-0650	(920) 303-0645	10	52-2560
Bermuda Dunes Dialysis	78030 WILDCAT DR STE 101	Palm Desert, CA 92211-1116	(760) 345-5115	(760) 360-3110	21	55-2707
Manitowoc Dialysis	3303 DEWEY ST ATTN DIALYSIS UNIT	Manitowoc, WI 54220-5987	(920) 652-0593	(920) 686-0550	13	52-2562
Pickens County Dialysis	289 WILLIAM E HILL DR STE A	Carrollton, AL 35447-3247	(205) 367-1194	(205) 367-1248	14	01-2640
Indian Wells Valley	212 S RICHMOND RD	Ridgecrest, CA 93555-4434	(760) 371-7506	(760) 371-7806	12	05-2789
Belcaro Dialysis Center	755 S COLORADO BLVD	Denver, CO 80246-8005	(303) 777-2844	(303) 777-2850	14	06-2544
Wautoma Dialysis	900 EAST DIVISION ST	Wautoma, WI 54982-6944	(920) 787-1031	(920) 787-1055	8	52-2563
Manheim Pike Dialysis	1650 MANHEIM PIKE	Lancaster, PA 17601-3056	(717) 519-6978	(717) 581-0924	12	39-2785
InterAmerican Dialysis Center	7815 CORAL WAY STE 115	Miami, FL 33155-6541	(305) 261-4823	(305) 264-7263	25	10-2532
Durango Dialysis Center	72 SUTTLE STREET STE D	Durango, CO 81303-6829	(970) 385-8608	(970) 385-8626	8	06-2547
Grand Central Dialysis	800 GRAND CENTRAL MALL STE 8	Vienna, WV 26105-4100	(304) 917-4124	(304) 917-4136	18	51-2519
Grand Crossing Dialysis	7319 S COTTAGE GROVE AVE	Chicago, IL 60619-1909	(773) 783-3491	(773) 783-6046	12	14-2728
Lonetree Dialysis Center	9777 PYRAMID CT STE 140	Englewood, CO 80112-6017	(303) 662-0466	(303) 662-0575	12	06-2543
Rose Rock Dialysis	9913 E RENO AVE	Midwest City, OK 73130-3505	(405) 732-1576	(405) 732-1062	12	37-2586
Charlottesville Dialysis	1460 PANTOPS MOUNTAIN PL	Charlottesville, VA 22911-4600	(434) 979-5997	(434) 979-9409	24	49-2564
Lakewood Crossing Dialysis Center	1057 S WADSWORTH BLVD STE 100	Lakewood, CO 80226-4361	(720) 962-6199	(720) 962-6196	22	06-2535
Med Center Dialysis	5610 ALMEDA RD	Houston, TX 77004-7515	(713) 520-6878	(713) 527-0575	72	45-2572
Artesia Home Training	16506 LAKEWOOD BLVD STE 100	Bellflower, CA 90706-5165	(562) 920-4084	(562) 920-4136	0	55-2694
Jennersville Dialysis Center	1011 W BALTIMORE PIKE STE 107	West Grove, PA 19390-9400	(610) 345-0188	(610) 345-0245	18	39-2631

Arlington Heights Renal Center	17 W GOLF RD	Arlington Heights, IL 60005-3905	(847) 437-2188	(847) 437-1891	20	14-2628
Garfield Home Program	228 N GARFIELD AVE STE 301	Monterey Park, CA 91754-1709	(626) 288-6379	(626) 288-6383	0	55-2666
Lawrence Dialysis	330 ARKANSAS ST STE 100	Lawrence, KS 66044-1394	(785) 843-2000	(785) 843-0574	15	17-2524
Arcadia Dialysis Center	1341 E OAK ST	Arcadia, FL 34266-8902	(863) 491-8550	(863) 491-8553	16	10-2757
State Line Dialysis	2049 E SHELBY DR	Memphis, TN 38116-7639	(901) 348-1931	(901) 348-8401	18	44-2710
Ottawa Dialysis	1320 S ASH ST STE 206	Ottawa, KS 66067-3413	(785) 242-5300	(785) 242-7615	12	17-2510
Littleton Dialysis Center	209 W COUNTY LINE RD	Littleton, CO 80129-1901	(303) 730-7540	(303) 730-7628	17	06-2519
Westtown Dialysis	105 WESTTOWN RD	West Chester, PA 19382-8902	(610) 701-2492	(610) 429-5478	24	39-2791
Topeka Dialysis	634 SW MULVANE ST STE 300	Topeka, KS 66606-1678	(785) 234-2277	(785) 234-2396	50	17-2508
Longmont Dialysis Center	1715 IRON HORSE DR STE 170	Longmont, CO 80501-9617	(303) 485-4084	(303) 485-4081	18	06-2534
Fallon Dialysis	1103 NEW RIVER PKWY	Fallon, NV 89406-6899	(775) 428-2077	(775) 428-2184	21	29-2528
Abbeville Dialysis	904 W GREENWOOD ST	Abbeville, SC 29620-5687	(864) 459-0347	(864) 459-5879	10	42-2628
Renal Center of Fort Dodge	117 S 25TH ST	Fort Dodge, IA 50501-4357	(515) 206-6583	(515) 206-6606	16	16-2550
Thornton Dialysis Center	8800 FOX DR	Thornton, CO 80260-6880	(303) 430-7020	(303) 487-9572	24	06-2511
Northside Dialysis	930 MADISON AVE	Pittsburgh, PA 15212-4937	(412) 322-2520	(412) 321-1283	21	39-2769
Kendall Kidney Center	8364 MILLS DR STE 1740	Miami, FL 33183-4806	(305) 273-3783	(305) 273-3873	17	10-2897
St. Joseph's SJRMC Dialysis	703 MAIN ST	Paterson, NJ 07503-2621	(973) 754-3570	(973) 754-2882	8	31-2613
Katy Dialysis Grand Parkway	403 W GRAND PKWY S STE T	Katy, TX 77494-8358	(281) 392-6063	(281) 392-4331	20	45-2761
Vidalia First Street Dialysis	906 E 1ST ST	Vidalia, GA 30474-4207	(912) 538-8908	(912) 538-8909	21	11-2723
St. Joseph's Paterson Dialysis	11 GETTY AVE 275 HOSPITAL PLAZA	Paterson, NJ 07503	(973) 684-3490	(973) 247-2740	60	31-2614
Kenneth Hahn Plaza Dialysis Center	11854 S WILMINGTON AVE	Los Angeles, CA 90059-3016	(323) 567-5077	(323) 567-1490	20	05-2858
Wichita Dialysis Center	909 N TOPEKA ST	Wichita, KS 67214-3620	(316) 263-9090	(316) 265-0842	23	17-2503
Niagara Falls Kidney Care Center	621 10TH ST	Niagara Falls, NY 14301-1813	(716) 278-4639	(716) 278-4637	17	33-2682
Cape Fear Dialysis	3005 ENTERPRISE DR	Wilmington, NC 28405-2181	(910) 796-8684	(910) 799-7758	32	34-2685
Columbia Home Training	3320 BLUFF CREEK DR STE 105	Columbia, MO 65201-3662	(573) 443-1084	(573) 256-2155	0	26-2655
Kent Dialysis Center	21851 84TH AVE S	Kent, WA 98032-1958	(253) 872-5474	(253) 872-6968	23	50-2526
Scottsbluff Dialysis Center	820 W 42ND ST STE 1600	Scottsbluff, NE 69361-5017	(308) 220-3572	(308) 220-3592	20	28-2502
Red HIlls Dialysis	201 OLD ALBANY RD	Thomasville, GA 31792-4010	(229) 226-5931	(229) 226-5940	41	85-2542
West Oaks Dialysis	14800 WESTHEIMER RD STE A	Houston, TX 77082-1675	(281) 752-5469	(281) 752-9929	12	67-2686
Laguna Hills Dialysis	25332 CABOT RD	Laguna Hills, CA 92653-5506	(949) 380-1925	(949) 380-1746	20	55-2718
Newton Dialysis	204 N 4TH AVE E STE 134	Newton, IA 50208-3135	(641) 792-2600	(641) 792-2701	8	16-2523
Malvern Dialysis	1590 TANNER ST	Rockport, AR 72104-2023	(501) 332-3000	(501) 332-5858	26	04-2570
New Brunswick Dialysis	303 GEORGE ST STE G-8	New Brunswick, NJ 08901-2020	(732) 937-4791	(732) 937-4795	18	31-2621
Gainesville Home Dialysis	4960 W NEWBERRY RD STE 280	Gainesville, FL 32607-2201	(352) 378-4960	(352) 371-1552	3	68-2531
Kidney Care of Largo	1300 MERCANTILE LN STE 194	Upper Marlboro, MD 20774-5339	(301) 925-4100	(301) 925-4810	29	21-2530
Claremore Dialysis Center	202 E BLUE STARR DR	Claremore, OK 74017-4223	(918) 342-1119	(918) 342-2644	16	37-2514
Bradley County Dialysis	204 BRAGG ST	Warren, AR 71671-2500	(870) 226-7180	(870) 226-2488	16	04-2576
Durham Corners Dialysis	241 DURHAM AVE	South Plainfield, NJ 07080-2504	(908) 222-2971	(908) 753-0783	18	31-2607
San Angelo Dialysis	3518 KNICKERBOCKER RD	San Angelo, TX 76904-7611	(325) 949-6035	(325) 949-6791	12	67-2719
Creston Dialysis	1700 W TOWNLINE ST	Creston, IA 50801-1054	(641) 278-3009	(641) 278-3128	8	16-2514
Clinch River Dialysis	702 N MAIN ST	Clinton, TN 37716-3143	(865) 457-1114	(865) 457-5576	17	44-2686
Lemoore Dialysis	1345 W BUSH ST	Lemoore, CA 93245-3303	(559) 924-3175	(559) 924-2485	16	55-2679
Walton County Dialysis	225 PLAZA DR	Monroe, GA 30655-3184	(770) 207-6942	(770) 267-6811	12	11-2863
Tri-State Dialysis	2510 N MAIN ST	Miami, OK 74354-1602	(918) 540-1827	(918) 542-1282	18	37-2547
Great Falls Dialysis	3400 10TH AVE S STE 1	Great Falls, MT 59405-3473	(406) 727-0411	(406) 453-0080	17	27-2509
Red River Dialysis	9205 LINWOOD AVE	Shreveport, LA 71106-7006	(318) 603-0548	(318) 603-8905	13	19-2711
Power Road Dialysis	301 S POWER RD STE 104	Mesa, AZ 85206-5243	(480) 641-1193	(480) 807-3388	12	03-2638
Santa Paula Dialysis	253 MARCH ST	Santa Paula, CA 93060-2511	(805) 525-3977	(805) 525-4746	10	05-2800
Pittsfield Dialysis	640 W WASHINGTON ST	Pittsfield, IL 62363-1350	(217) 285-2780	(217) 285-4549	5	14-2708
McAfee Dialysis	1987 CANDLER RD STE C	Decatur, GA 30032-4212	(404) 284-8596	(404) 284-8595	20	11-2841
Brewton Dialysis	1023 DOUGLAS AVE STE 300	Brewton, AL 36426-1568	(251) 867-8509	(251) 867-7325	10	01-2665
Simi Valley Dialysis	970 ENCHANTED WAY	Simi Valley, CA 93065-0953	(805) 584-9621	(805) 584-9703	24	05-2638
Swope Dialysis	4407 E 50TH TER	Kansas City, MO 64130-2855	(816) 924-1201	(816) 924-1799	19	26-2651
Fairfield Home Training Dialysis	1210 HICKS BLVD	Fairfield, OH 45014-1921	(513) 939-1120	(513) 939-1150	0	36-2608
Central Coast Kidney Center	2263 S DEPOT ST	Santa Maria, CA 93455-1216	(805) 349-8600	(805) 928-5145	42	05-2871
Cathedral City Dialysis	30885 DATE PALM DR	Cathedral City, CA 92234-2958	(760) 202-3491	(760) 202-7015	21	55-2700
Tully Dialysis	1290 TULLY RD STE 80	San Jose, CA 95122-3069	(408) 993-8959	(408) 975-6223	32	55-2723
Peaks of Otter Dialysis	570 WESTGATE SHOPPING CTR	Bedford, VA 24523-2643	(540) 875-2601	(540) 875-2622	13	49-2736
Lake County Dialysis Services	565 LAKEVIEW PKWY STE 176	Vernon Hills, IL 60061-1822	(847) 918-0592	(847) 549-1281	18	14-2552
Stilwell Dialysis Center	81143 HWY 59	Stilwell, OK 74960-1641	(918) 696-5072	(918) 696-5074	20	37-2545
Cedar Valley Dialysis	1661 W RIDGEWAY AVE	Waterloo, IA 50701-4541	(319) 226-6425	(319) 226-6421	24	16-2516
Dialysis of Warren County	391 SUWANNEE TRAIL ST	Bowling Green, KY 42103-7956	(270) 746-5805	(270) 746-5375	15	18-2615
Renal Center of North Dallas	6190 LYNDON B JOHNSON FWY STE 701	Dallas, TX 75240-6383	(972) 789-0192	(972) 789-0198	16	67-2732
Mt. Dora Dialysis	1971 SALK AVE	Tavares, FL 32778-4306	(352) 508-3007	(352) 508-3232	24	10-2635
Sapulpa Dialysis	9647 RIDGEVIEW ST	Tulsa, OK 74131-6205	(918) 224-9996	(918) 224-9997	16	37-2560
West Union Dialysis	405 HIGHWAY 150 N	West Union, IA 52175-1003	(563) 422-5734	(563) 422-5830	16	16-2526
Miamisburg Dialysis	290 ALEXANDERSVILLE RD	Miamisburg, OH 45342-3611	(937) 865-0633	(937) 865-0735	11	36-2785
Sweetwater Ridge Dialysis	7362 W THUNDERBIRD RD STE 104	Peoria, AZ 85381-5028	(623) 486-0327	(623) 878-5264	20	03-2640
Central Tulsa Dialysis Center	1124 S SAINT LOUIS AVE	Tulsa, OK 74120-5413	(918) 585-5557	(918) 585-3536	26	37-2546
Metro Point Dialysis	1218 N PENNSYLVANIA ST	Indianapolis, IN 46202-2411	(317) 686-0548	(317) 635-7559	16	15-2688
USF Dialysis	10770 N 46TH ST STE A100	Tampa, FL 33617-3465	(813) 632-7918	(813) 632-7952	29	10-2636
Mt Morris Dialysis	6141 N SAGINAW RD	Mount Morris, MI 48458-2403	(810) 787-8134	(810) 787-8527	13	23-2672
Palatka Dialysis	326 ZEAGLER DR	Palatka, FL 32177-3817	(386) 329-9458	(386) 329-9340	16	68-2532
Southern Tide Dialysis	7525 TIDEWATER DR STE 37	Norfolk, VA 23505-3700	(757) 852-0518	(757) 852-0543	13	49-2741
Lakewood Community Dialysis Center	5919 LAKEWOOD TOWNE CENTER BLVD SW STE A	Lakewood, WA 98499-6513	(253) 512-2400	(253) 512-0196	26	50-2519
Southcrest Dialysis	10921 E 81ST ST	Tulsa, OK 74133-4227	(918) 249-8402	(918) 459-8794	24	37-2567
Miller County Dialysis	816 EAST ST	Texarkana, AR 71854-6808	(870) 772-2756	(870) 772-2764	20	04-2578
Julia and Israel Waldbaum Dialysis	100 COMMUNITY DR WALDBAUM DIALYSIS CENTER	Great Neck, NY 11021-5501	(516) 487-3058	(516) 487-4918	34	33-2754
Newburgh Dialysis	4311 HIGHWAY 261 STE A	Newburgh, IN 47630-2653	(812) 853-2010	(812) 853-3601	16	15-2644
Lauderhill Dialysis	2916 N STATE ROAD 7	Lauderdale Lakes, FL 33313-1912	(954) 731-6044	(954) 731-6078	20	68-2535
Garden Oaks Dialysis	2001 W 34TH ST	Houston, TX 77018-6108	(713) 366-4567	(713) 366-4592	21	74-2585
Lewistown Dialysis Center	611 ELECTRIC AVE	Lewistown, PA 17044-1128	(717) 248-2344	(717) 248-3240	23	39-2598
Boca Raton Artificial Kidney Center	998 NW 9TH CT	Boca Raton, FL 33486-2214	(561) 392-3940	(561) 395-5663	12	10-2520
Midwest Fairborn Dialysis	1266 N BROAD ST	Fairborn, OH 45324-5549	(937) 879-0433	(937) 879-0589	19	36-2645
Bull City Dialysis	3607 WITHERSPOON BLVD	Durham, NC 27707-6853	(919) 401-8679	(919) 401-6478	16	34-2732
Winnemucca Dialysis	830 FAIRGROUNDS RD	Winnemucca, NV 89445-2011	(775) 623-3234	(775) 623-1361	12	29-2546
Kingsville Dialysis	5740 DIBBLE RD	Kingsville, OH 44048-9809	(440) 224-1338	(440) 224-2601	6	36-2793
Lexington Dialysis	390 S BROAD ST	Lexington, TN 38351-2257	(731) 968-0350	(731) 968-0354	13	44-2622
Celebration Dialysis	1154 CELEBRATION BLVD	Kissimmee, FL 34747-4605	(407) 566-1780	(407) 566-1756	20	10-2751
Alliance Community Dialysis	270 E STATE ST STE 110	Alliance, OH 44601-4309	(330) 821-1657	(330) 821-1735	19	36-2669
Scottsburg Dialysis	1619 W MCCLAIN AVE	Scottsburg, IN 47170-1161	(812) 752-5249	(812) 752-6313	8	15-2646
Dialysis at Mankato Clinic	1400 MADISON AVE STE 400	Mankato, MN 56001-5476	(507) 385-0432	(507) 385-1584	12	24-2585
Ocala Regional Kidney Center - North	2620 W HWY 316	Citra, FL 32113-3555	(352) 591-4680	(352) 591-4679	25	10-2793
Mercy Canton Dialysis	1320 MERCY DR NW	Canton, OH 44708-2614	(330) 471-1729	(330) 471-1759	18	36-2640
Kenwood Dialysis	4259 S COTTAGE GROVE AVE STE 100	Chicago, IL 60653-2929	(773) 285-3621	(773) 924-5670	32	14-2717
Southtowns Dialysis Center	4910 CAMP RD STE 100	Hamburg, NY 14075-2617	(716) 649-4072	(716) 649-1937	25	33-2679
McDuffie Dialysis	621 MCNEIL CIRCLE	Thomson, GA 30824-8060	(706) 595-3054	(706) 595-3907	17	11-2855

Snapfinger Dialysis	5255 SNAPFINGER PARK DR STE 115	Decatur, GA 30035-4066	(770) 981-0558	(770) 981-4828	17	11-2646
Embassy Lakes Artificial Kidney Center	11011 SHERIDAN ST STE 308	Hollywood, FL 33026-1532	(954) 430-9166	(954) 430-9329	16	10-2817
Black Hawk Dialysis	3421 W 9TH ST	Waterloo, IA 50702-5401	(319) 272-8700	(319) 272-8695	18	16-2541
Mint Hill Dialysis	11308 HAWTHORNE DR	Mint Hill, NC 28227-9300	(704) 573-2549	(704) 545-3747	21	34-2692
Longview Dialysis Center	3110 H G MOSLEY PKWY STE 100	Longview, TX 75605-2941	(430) 240-8224	(903) 234-8521	35	45-2744
Crystal River Dialysis	7435 W GULF TO LAKE HWY	Crystal River, FL 34429-7834	(352) 564-8400	(352) 564-0147	16	10-2720
Aberdeen Dialysis	780 W BEL AIR AVE	Aberdeen, MD 21001-2236	(410) 273-9333	(410) 273-9337	15	21-2650
Sparta Dialysis	150 SAM WALTON DR STE 800	Sparta, TN 38583-8818	(931) 739-3550	(931) 739-3553	8	44-2708
Santa Clara Dialysis	777 LAWRENCE EXPRESSWAY STE 18	Santa Clara, CA 95051-5197	(408) 243-1130	(408) 243-1139	24	55-2737
Davenport Dialysis Center	45597 HIGHWAY 27 RIDGEVIEW PLAZA	Davenport, FL 33897-4519	(863) 419-7408	(863) 420-9165	12	10-2819
Dover Community Dialysis	899 E IRON AVE	Dover, OH 44622-2097	(330) 364-6309	(330) 364-6490	16	36-2765
Deer Creek Home Training	602 S ATWOOD RD STE 106	Bel Air, MD 21014-4198	(410) 838-4613	(410) 838-4924	4	21-2673
South Edison Dialysis	561 ROUTE 1 PAD H	Edison, NJ 08817-4400	(908) 332-0239	(908) 332-0259	19	Pending
Lynbrook Dialysis Center	147 SCRANTON AVE	Lynbrook, NY 11563-2808	(516) 596-4101	(516) 596-4290	18	33-2592
Lighthouse Point Dialysis	200 SW NATURA AVE	Deerfield Beach, FL 33441-3026	(954) 426-0152	(954) 426-0441	16	10-2670
McKinney Dialysis	4717 MEDICAL CENTER DR	McKinney, TX 75069-1870	(972) 542-0495	(972) 542-9676	18	67-2671
Highland Village Dialysis	2700 VILLAGE PKWY	Highland Village, TX 75077-3286	(972) 317-5609	(972) 317-5723	13	67-2720
Macomb Kidney Center	28295 SCHOENHERR RD STE A	Warren, MI 48088-4300	(586) 558-8160	(586) 558-8159	20	23-2540
Bayou City Dialysis	10655 EASTEX FWY	Houston, TX 77093-4323	(713) 695-8986	(713) 695-8948	16	67-2535
West Valley Dialysis	3854 W 5400 SOUTH	Taylorsville, UT 84129-3549	(801) 969-6801	(801) 969-6816	25	46-2533
Americas Dialysis	715 N AMERICAS AVE	El Paso, TX 79907-7004	(915) 872-8185	(915) 872-8921	20	67-2692
Silver Springs Shores Dialysis	9310 SPRING RD	Ocala, FL 34472-2913	(352) 687-0403	(352) 687-2527	20	68-2530
Mainplace Dialysis Center	146 S MAIN ST	Orange, CA 92868-2861	(714) 938-0870	(714) 937-2986	36	05-2503
Gulf Breeze Dialysis Center	1519 MAIN ST	Dunedin, FL 34698-4650	(727) 738-4425	(727) 736-3353	20	10-2693
Bear Creek Dialysis	4978 HIGHWAY 6 N STE I	Houston, TX 77084-2764	(281) 859-5020	(281) 859-4969	12	67-2549
Wolf River Dialysis	7990 TRINITY RD STE 101	Cordova, TN 38018-7731	(901) 751-3120	(901) 751-3223	12	44-2709
Penn Hills Dialysis	202 RODI RD	Penn Hills, PA 15235-3337	(412) 371-1102	(412) 241-4705	25	39-2798
BLADENBORO DIALYSIS	219 MARTIN LUTHER KING JR DR	Bladenboro, NC 28320-8682	(910) 863-2046	(910) 863-2380	14	34-2759
Iowa Falls Mary Greeley Dialysis	701 WASHINGTON AVE STE E	Iowa Falls, IA 50126-2109	(641) 648-5241	(641) 648-3628	8	16-2547
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
South Jackson Dialysis	46 HARTS BRIDGE RD	Jackson, TN 38301-7512	(731) 422-9568	(731) 422-9556	16	44-2714
Downtown Pensacola Dialysis	700 E CERVANTES ST STE A	Pensacola, FL 32501-3489	(850) 433-1534	(850) 433-1538	20	68-2529
Meherrin Dialysis Center	201A WEAVER AVE	Emporia, VA 23847-1248	(434) 348-3882	(434) 348-9317	24	49-2551
South Broward Artificial Kidney Center	4401 HOLLYWOOD BLVD	Hollywood, FL 33021-6609	(954) 962-2211	(954) 964-3546	30	10-2504
Beverly Dialysis	8109 SOUTH WESTERN AVE	Chicago, IL 60620-5939	(773) 778-0173	(773) 778-0193	16	14-2638
Palos Park Dialysis	13155 S LA GRANGE RD	Orland Park, IL 60462-1162	(708) 923-0928	(708) 923-0945	12	14-2732
Memorial Dialysis Center	11621 KATY FWY	Houston, TX 77079-1801	(281) 558-5702	(281) 597-8377	26	45-2755
Bayonet Point - Hudson Kidney Center	14144 NEPHRON LN	Hudson, FL 34667-6504	(727) 863-5459	(727) 862-0723	16	10-2563
Barrington Creek Dialysis	28160 W NORTHWEST HWY	Lake Barrington, IL 60010-2324	(847) 381-1325	(847) 381-1793	12	14-2736
Silicon Valley Dialysis	725 RIDDER PARK DR STE 10	San Jose, CA 95131-2431	(408) 392-0390	(408) 392-0405	32	55-2711
Bay Breeze Dialysis	11550 ULMERTON RD	Largo, FL 33778-1501	(727) 584-4047	(727) 584-4790	20	10-2742
Quail City Home Dialysis	14661 US HIGHWAY 19 S	Thomasville, GA 31792-4871	(229) 226-0277	(229) 226-5873	0	85-2573
Leesburg Dialysis Center	8425 US HWY 441 STE 104	Leesburg, FL 34788-4038	(352) 435-0082	(352) 435-0380	24	10-2551
Buford Dialysis	1550 BUFORD HWY STE 1E	Buford, GA 30518-3666	(770) 831-2379	(770) 831-6983	21	11-2760
Paxton Dialysis	479 PORT VIEW DR STE B21	Harrisburg, PA 17111-1229	(717) 558-0290	(717) 561-5167	17	39-2797
Silverbridge Home Training	2410 ALFT LN STE 101	Elgin, IL 60124-8090	(847) 289-5628	(847) 695-3764	0	14-2757
Mid Columbia Kidney Center	6825 BURDEN BLVD STE A	Pasco, WA 99301-5633	(509) 545-0205	(509) 545-0212	21	50-2504
Marianna Dialysis Center	2930 OPTIMIST DR	Marianna, FL 32448-7703	(850) 482-5328	(850) 482-5329	21	10-2666
Carquinez Dialysis	125 CORPORATE PL STE C	Vallejo, CA 94590-6968	(707) 556-3637	(707) 556-3642	21	55-2572
Villa of Waterbury	929 WATERBURY FALLS DR	O Fallon, MO 63368-2202	636-329-0697	636-329-1089	6	26-2636
Calvine Dialysis	8243 E STOCKTON BLVD STE 100	Sacramento, CA 95828-8204	(916) 682-6655	(916) 682-6554	24	55-2683
Vincennes Home Dialysis	700 WILLOW ST STE 102	Vincennes, IN 47591-1029	(812) 886-9034	(812) 886-9036	0	15-2662
New Center Dialysis	7700 2ND AVE	Detroit, MI 48202-2411	(313) 870-9473	(313) 871-1742	17	23-2529
Coral Gables Kidney Center	3280 PONCE DE LEON BLVD	Coral Gables, FL 33134-7252	(305) 448-9888	(305) 445-4984	20	10-2578
Carrollton Dialysis	1544 VALWOOD PKWY STE 114	Carrollton, TX 75006-8425	(972) 243-7001	(972) 243-8865	12	67-2548
Renaissance Dialysis	1840 DARBY DR	Florence, AL 35630-2623	(256) 764-2313	(256) 764-2793	10	01-2629
Willow Grove Dialysis	1849 DAVISVILLE RD	Willow Grove, PA 19090-4111	(215) 659-3426	(215) 659-3547	24	39-2764
Buckeye Dialysis	3050 S DIXIE DR	Kettering, OH 45409-1516	(937) 643-2337	(937) 643-2487	17	36-2792
Pinehurst Home Training	246 OLMSTEAD BLVD STE E	Pinehurst, NC 28374-6005	(910) 255-0013	(910) 215-0224	0	34-2754
Middlesex Dialysis Center	100 MAIN ST STE A	Middletown, CT 06457-3422	(860) 346-5600	(860) 346-5700	22	07-2524
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
Memphis South Dialysis	1205 MARLIN RD	Memphis, TN 38116-5812	(901) 346-6637	(901) 346-7884	16	44-2649
University City Dialysis	3020 MARKET ST STE 100	Philadelphia, PA 19104-2999	(215) 382-2439	(215) 386-0307	20	39-2787
NOLA Dialysis	5646 READ BLVD STE 150	New Orleans, LA 70127-3145	(504) 248-2137	(504) 248-1832	14	19-2715
Linden Dialysis	121 LINDEN AVE NE	Atlanta, GA 30308-2432	(404) 817-9700	(404) 817-6644	28	11-2566
New Port Richey Kidney Center	7421 RIDGE RD	Port Richey, FL 34668-6935	(727) 846-8401	(727) 844-0100	28	10-2590
Chelsea Dialysis	1620 COMMERCE PARK DR STE 200	Chelsea, MI 48118-2136	(734) 475-9710	(734) 475-9720	9	23-2632
Southpoint Dialysis	415 W NC HWY 54	Durham, NC 27713-7516	(919) 544-5536	(919) 544-5667	16	34-2683
Moorpark Dialysis	883 PATRIOT DR STE C	Moorpark, CA 93021-3352	(805) 517-1442	(805) 517-1604	20	55-2728
Delaware Valley Dialysis Center	102 DAVITA DR	Milford, PA 18337-9390	(570) 491-9210	(570) 491-9220	16	39-2600
Chickasha Dialysis	228 S 29TH ST	Chickasha, OK 73018-2502	(405) 224-9901	(405) 224-9909	12	37-2572
Smyrna Dialysis	537 STONECREST PKWY	Smyrna, TN 37167-6884	(615) 220-3024	(615) 220-6238	8	44-2671
Avon Dialysis	9210 ROCKVILLE RD STE D	Indianapolis, IN 46234-2670	(317) 209-2544	(317) 209-2741	12	15-2645
Grant One Dialysis	9475 ROOSEVELT BLVD STE 9	Philadelphia, PA 19114-2212	(215) 673-0490	(215) 677-3152	17	39-2792
Camilla Dialysis	251 US HWY 19 N	Camilla, GA 31730-1410	(229) 522-2045	(229) 522-2049	19	85-2540
Ocala Regional Kidney Centers Home Dialysis Division	2860 SE 1ST AVE	Ocala, FL 34471-0406	(352) 622-8758	(352) 622-8658	0	10-2825
Cottage Grove Dialysis	8800 E POINT DOUGLAS RD S STE 100	Cottage Grove, MN 55016-4160	(651) 459-5655	(651) 459-6696	12	24-2566
Millington Dialysis	8510 WILKINSVILLE RD STE 121	Millington, TN 38053-1537	(901) 873-3302	(901) 837-3344	12	44-2689
West Point Dialysis	12051 WESTPARK DR STE 100	Houston, TX 77082-5556	(281) 920-4892	(281) 920-4879	16	67-2693
Coalinga Dialysis	1147 PHELPS AVE	Coalinga, CA 93210-9662	(559) 934-0690	(559) 934-0644	12	55-2726
San Marino Home Training	900 HUNTINGTON DR STE B	San Marino, CA 91108-1825	(626) 741-1824	(626) 741-1849	0	75-2520
Morristown Dialysis	120 PEARCE DR	Morristown, TN 37814-3649	(423) 587-3537	(423) 587-3538	20	44-2517
Hunters Creek Dialysis	14050 TOWN LOOP BLVD STE 104A	Orlando, FL 32837-6190	(407) 858-9458	(407) 858-0761	15	10-2740
Deerbrook Dialysis	9660 FM 1960 BYPASS RD W	Humble, TX 77338-4039	(281) 312-6362	(281) 312-6370	24	67-2560
Capelville Dialysis Center	7008 E SHELBY DR	Memphis, TN 38125-3416	(901) 757-5001	(901) 757-5263	24	44-2692
Coastal Kidney Center	510 N MACARTHUR AVE	Panama City, FL 32401-3636	(850) 914-0824	(850) 914-9962	28	10-2813
Memphis Southeast Dialysis	1805 MORIAH WOODS BLVD STE 101	Memphis, TN 38117-7121	(901) 685-3192	(901) 685-3645	24	44-2674
Willard Avenue Dialysis	445E WILLARD AVE	Newington, CT 06111-2318	(860) 667-1700	(860) 667-1708	19	07-2541
Childs Dialysis	101 MAIN ST	Childs, PA 18407-2905	(570) 281-9201	(570) 281-9185	8	39-2724
Port Charlotte Artificial Kidney Center	4300 KINGS HWY STE 406	Port Charlotte, FL 33980-2990	(941) 625-2822	(941) 625-9877	21	10-2549
Desert Springs Dialysis	2110 E FLAMINGO RD STE 108	Las Vegas, NV 89119-5191	(702) 696-9768	(702) 791-6926	18	29-2525

Colonial Springs Dialysis	2840 EAST WEST CONNECTOR STE 350	Austell, GA 30106-6852	(770) 222-2236	(770) 222-4907	17	11-2829
McMinnville Dialysis	200 NE NORTON LN	McMinnville, OR 97128-8470	(503) 435-0597	(503) 435-0862	12	38-2558
Harmarville Dialysis	791 FREEPORT RD	Cheswick, PA 15024-1201	(724) 274-9281	(724) 274-9412	13	39-2800
Mountain Vista Dialysis Center	4041 UNIVERSITY PKWY	San Bernardino, CA 92407-1823	(909) 887-0173	(909) 887-2892	28	05-2743
Hernando Kidney Center	2985 LANDOVER BLVD	Spring Hill, FL 34608-7258	(352) 683-3630	(352) 683-8892	34	10-2602
MAXTON DIALYSIS	202 E DR MARTIN LUTHER KING JR DR	Maxton, NC 28364-1861	(910) 844-2693	(910) 844-2696	14	34-2651
Robbinsdale Dialysis	3461 W BROADWAY AVE	Robbinsdale, MN 55422-2955	(763) 521-4865	(763) 522-6754	16	24-2582
Springville Dialysis	40 PURPLE HEART BLVD	Springville, AL 35146-4008	(205) 467-6811	(205) 467-7018	10	01-2658
Mt Adams Kidney Center	3220 PICARD PL	Sunnyside, WA 98944-8400	(509) 837-2013	(509) 837-5270	17	50-2514
Tamarac Artificial Kidney Center	7140 W MCNAB RD	Tamarac, FL 33321-5306	(954) 720-5336	(954) 720-3626	12	10-2632
DaVita Downtown Dallas Dialysis	3515 SWISS AVE STE A	Dallas, TX 75204-6223	(214) 828-2280	(214) 827-7204	16	67-2553
Regency Dialysis Center	9535 REGENCY SQUARE BLVD N	Jacksonville, FL 32225-8128	(904) 725-0526	(904) 725-4726	16	10-2850
Bowles Avenue Dialysis	1011 BOWLES AVE STE 210	Fenton, MO 63026-2384	(636) 326-7130	(636) 326-8011	12	26-2649
Driftwood Dialysis	1808 S WEST AVE	Freeport, IL 61032-6712	(815) 232-0295	(815) 232-1635	12	14-2747
Lourdes Mt. Laurel Dialysis	130 GAITHER DR STE 172	Mount Laurel, NJ 08054-1715	(856) 222-4195	(856) 235-4842	20	31-2617
Venice Dialysis Center	816 PINEBROOK RD	Venice, FL 34285-7103	(941) 486-9057	(941) 484-9624	23	10-2675
Downtown San Antonio Dialysis	615 E QUINCY ST	San Antonio, TX 78215-1600	(210) 222-1260	(210) 222-1499	20	67-2556
Cheyenne Dialysis	3291 N BUFFALO DR BLDG A, STE 150	Las Vegas, NV 89129-7441	(702) 396-1045	(702) 396-1530	26	29-2548
Shiloh Dialysis	1095 N GREEN MOUNT RD	Belleville, IL 62221-3303	(618) 628-1108	(618) 628-1459	16	14-2753
Plainfield Dialysis	1200 RANDOLPH RD MUHLENBURG CAMPUS	Plainfield, NJ 07060-3361	(908) 757-6030	(908) 757-6282	20	31-2558
Weston Dialysis Center	2685 EXECUTIVE PARK DR STE 1	Weston, FL 33331-3651	(954) 389-1290	(954) 384-8207	15	10-2807
East Dearborn Dialysis	13200 W WARREN AVE	Dearborn, MI 48126-2410	(313) 582-0131	(313) 582-0881	16	23-2631
Jacksonville South Dialysis Center	14965 OLD SAINT AUGUSTINE RD UNIT 114	Jacksonville, FL 32258-9481	(904) 880-9494	(904) 880-0295	16	10-2873
Charles Towne Dialysis	1964 ASHLEY RIVER RD STE D-3	Charleston, SC 29407-4737	(843) 852-3537	(843) 852-3241	20	42-2632
Silicon Valley Home Training	725 RIDDER PARK DR STE 50	San Jose, CA 95131-2431	(408) 392-0239	(408) 392-0328	0	55-2712
Harlan Dialysis	2802 12TH ST	Harlan, IA 51537-2303	(319) 472-7235	(319) 472-7236	8	16-2528
Emerald Dialysis	710 W 43RD ST	Chicago, IL 60609-3435	(773) 843-5668	(773) 523-8225	24	14-2529
Cherry Valley Dialysis	1627 W MAIN ST	Newark, OH 43055-1305	(740) 522-1699	(740) 522-1555	25	36-2744
Enterprise Dialysis	6002 BOLL WEEVIL CIR	Enterprise, AL 36330-9420	(334) 308-0262	(334) 308-1373	16	01-2642
Brownsburg Dialysis	124 E NORTHFIELD DR STE N	Brownsburg, IN 46112-2601	(317) 858-3561	(317) 858-4967	10	15-2656
Centralia Dialysis	1231 STATE ROUTE 161	Centralia, IL 62801-6739	(618) 533-2535	(618) 533-3911	14	14-2609
Washington Parish Dialysis	724 WASHINGTON ST	Franklinton, LA 70438-1790	(985) 795-1111	(985) 795-0000	14	19-2615
Faber Place Dialysis	3801 FABER PLACE DR	North Charleston, SC 29405-8533	(843) 377-1566	(843) 377-1573	16	42-2598
Pataskala Dialysis Center	642 EAST BROAD ST	Pataskala, OH 43062-7627	(740) 964-1306	(740) 964-2698	8	36-2709
North Carrollton Dialysis	195 PARKWOOD CIR	Carrollton, GA 30117-8756	(770) 832-8959	(770) 832-8796	12	11-2840
Riverview Dialysis	18236 FORT ST	Riverview, MI 48193-7439	(734) 283-4513	(734) 283-4570	21	23-2686
Fairborn Dialysis	3070 PRESIDENTIAL DR STE A	Beavercreek, OH 45324-6273	(937) 426-6475	(937) 426-2436	12	36-2683
West Beach Dialysis Center	16201 PANAMA CITY BEACH PKWY STE 102	Panama City Beach, FL 32413-5307	(850) 233-0837	(850) 233-8436	8	10-2863
Hayward Mission Hills Dialysis	1661 INDUSTRIAL PKWY W	Hayward, CA 94544-7046	(510) 266-5743	(510) 259-1270	24	55-2672
Turner Hill Dialysis	7301 STONECREST CONCOURSE STE 101	Lithonia, GA 30038-6902	(770) 484-8475	(770) 484-8916	20	11-2866
New Braunfels Dialysis	798 GENERATIONS DR	New Braunfels, TX 78130-0005	(830) 629-2848	(830) 629-2779	24	45-2798
Moscow Dialysis Center	212 RODEO DR STE 110	Moscow, ID 83843-9791	(208) 882-5925	(208) 882-5926	8	13-2521
Forest Landing Dialysis	2220 COMMERCE RD STE 1	Forest Hill, MD 21050-2560	(410) 638-6020	(410) 638-7180	24	21-2668
West Hiram Dialysis	76 HIGHLAND PAVILION CT STE 129	Hiram, GA 30141-3170	(678) 384-1180	(678) 384-0662	17	11-2867
New Britain Dialysis	100 GRAND ST	New Britain, CT 06052-2016	(860) 223-4603	(860) 223-4203	22	07-2555
Fort Mill Dialysis	1975 CAROLINA PLACE DR	Fort Mill, SC 29708-6922	(803) 802-3027	(803) 802-0319	30	42-2609
Ardmore Dialysis Ranch	2617 CROSSROADS DR	Ardmore, OK 73401-2574	(580) 490-9844	(580) 490-9831	28	37-2582
Village Dialysis	6952 INDUSTRIAL PKWY	Rosenberg, TX 77471-5656	(281) 232-3116	(281) 232-5821	12	67-2715
South San Francisco at Home	74 CAMARITAS AVE	South San Francisco, CA 94080-3133	(650) 589-8562	(650) 589-8494	0	55-2716
Jackson County Dialysis	1912 MCLAIN ST PRATT SQUARE	Newport, AR 72112-3659	(870) 523-2607	(870) 523-2824	9	04-2554
Asheville Kidney Center	1600 CENTREPARK DR	Asheville, NC 28805-6206	(828) 251-1224	(828) 251-4695	52	34-2506
Georgetown Dialysis	201 FM 971	Georgetown, TX 78626-4631	(512) 819-9636	(512) 863-8173	12	67-2687
Norfolk Dialysis Center	962 NORFOLK SQ	Norfolk, VA 23502-3235	(757) 461-0501	(757) 455-5011	40	49-2537
Fox River Dialysis	1910 RIVERSIDE DR	Green Bay, WI 54301-2319	(920) 436-4910	(920) 437-1718	28	52-2501
Rita Ranch Dialysis	7355 S HOUGHTON RD STE 101	Tucson, AZ 85747-9380	(520) 663-4035	(520) 663-3826	12	03-2632
Westover Dialysis	9846 WESTOVER HILLS BLVD STE 103	San Antonio, TX 78251-4125	(210) 681-9180	(210) 681-9745	16	67-2708
Home Options of Pensacola	812 CREIGHTON RD	Pensacola, FL 32504-7028	(850) 969-9082	(850) 475-2635	4	68-2534
Dialysis Care of Greenville	7215 INTERSTATE HWY 30 STE N	Greenville, TX 75402-7110	(903) 455-0041	(903) 455-0220	25	45-2694
Chadbourn Dialysis Center	210 STRAWBERRY BLVD	Chadbourn, NC 28431-1418	(910) 654-3190	(910) 654-5747	17	34-2628
Garland Dialysis	776 E CENTERVILLE RD	Garland, TX 75041-4640	(972) 278-2757	(972) 278-2675	20	67-2555
Limestone County Dialysis	16236 LUCAS FERRY RD	Athens, AL 35611-3931	(256) 233-3965	(256) 233-3184	10	01-2650
Pocono Home Center	3361 RTE 611 STE 1	Bartonsville, PA 18321-7821	(570) 629-1292	(570) 629-2482	0	39-2804
Walnut River Dialysis	701 W CENTRAL AVE	El Dorado, KS 67042-2117	(316) 321-1368	(316) 321-1375	12	17-2574
NorthStar Dialysis Center	380 W LITTLE YORK RD	Houston, TX 77076-1303	(281) 448-4506	(281) 448-4376	49	45-2675
Garrisonville Dialysis Center	70 DOC STONE RD STE 101	Stafford, VA 22556-4628	(540) 658-1135	(540) 658-1288	13	49-2637
West Elk Grove Dialysis	2208 KAUSEN DR STE 100	Elk Grove, CA 95758-7174	(916) 683-5992	(916) 683-6025	22	55-2604
Massillon Community Dialysis	2112 LINCOLN WAY E	Massillon, OH 44646-7034	(330) 837-7730	(330) 837-7753	12	36-2789
Tidewater Home Dialysis	230 CLEARFIELD AVE STE 106	Virginia Beach, VA 23462-1832	(757) 518-9439	(757) 519-9519	0	49-2669
Waynesville Dialysis Center	11 PARK TERRACE DR	Clyde, NC 28721-7445	(828) 627-2907	(828) 627-2924	27	34-2629
Goose Creek Dialysis	109 GREENLAND DR	Goose Creek, SC 29445-5354	(843) 377-1199	(843) 377-1262	17	42-2596
Fleur de Lis Dialysis	5555 BULLARD AVE STE 110	New Orleans, LA 70128-3450	(504) 240-2696	(504) 240-2877	25	19-2523
Sun City Menifee Dialysis	1702 ILLINOIS AVE	Perris, CA 92571-9371	(951) 928-1369	(951) 928-2150	24	55-2715
Springfield North Dialysis	1007 E KEARNEY ST	Springfield, MO 65803-3433	(417) 873-9926	(417) 865-1602	16	26-2656
Mt. Pocono Dialysis	100 COMMUNITY DR STE 106	Tobyhanna, PA 18466-8986	(570) 839-0900	(570) 839-1065	12	39-2705
Copperfield Dialysis	1030 VINEHAVEN DR NE	Concord, NC 28025-2438	(704) 795-7552	(704) 795-7567	27	34-2631
Grand Junction Dialysis Center	710 WELLINGTON AVE STE 20	Grand Junction, CO 81501-6100	(970) 263-8573	(970) 245-4398	18	06-2553
Marrero Dialysis	1908 JUTLAND DR	Harvey, LA 70058-2359	(504) 347-6224	(504) 347-6257	17	19-2694
Harper Woods Dialysis	19265 VERNIER RD	Harper Woods, MI 48225-1010	(313) 640-0271	(313) 640-7683	24	23-2684
NE Philadelphia Dialysis Center	518 KNORR ST	Philadelphia, PA 19111-4604	(215) 745-4859	(215) 745-9145	16	39-2555
Hendersonville Dialysis Center	1250 7TH AVE E	Hendersonville, NC 28792-2610	(828) 697-1602	(828) 693-0127	33	34-2564
Grapevine Dialysis	1651 W NORTHWEST HWY	Grapevine, TX 76051-3100	(817) 251-0675	(817) 421-0417	25	67-2531
Canyon Springs Dialysis	22555 ALESSANDRO BLVD BLDG 5	Moreno Valley, CA 92553-8533	(951) 653-6400	(951) 867-3270	32	55-2622
Mojave Sage Dialysis	17207 JASMINE ST	Victorville, CA 92395-7786	(760) 241-8167	(760) 843-5685	24	55-2708
Downers Grove Home Training	3050 FINLEY RD STE 300 A	Downers Grove, IL 60515-1370	(630) 968-2099	(630) 968-2417	0	14-2849
Dialysis Care of Kannapolis	1607 N MAIN ST	Kannapolis, NC 28081-2317	(704) 933-0809	(704) 932-6964	31	34-2592
Greene County Dialysis Center	1025 KINGOLD BLVD	Snow Hill, NC 28580-1616	(252) 747-9987	(252) 747-9990	21	34-2650
Arbor Place Dialysis	9559 HIGHWAY 5 STE 1	Douglasville, GA 30135-1573	(678) 391-0993	(678) 391-0977	13	11-2807
Allen Dialysis	201 S JUPITER RD	Allen, TX 75002-3035	(469) 342-6709	(469) 342-6398	21	67-2728
Northwest Kidney Center	10985 NORTHWEST FWY	Houston, TX 77092-7305	(713) 812-1217	(713) 812-1693	24	45-2642
McDowell County Dialysis	374 US 70 W, Box 14	Marion, NC 28752-6202	828 583-6170	828 583-6201	20	34-2645
Greenwood Dialysis Center	1345 N LANSING AVE	Tulsa, OK 74106-5911	(918) 585-8811	(918) 585-5506	12	37-2569
Five Star Dialysis Center	2400 TECH CENTER CT	Las Vegas, NV 89128-0804	(702) 869-3771	(702) 869-6366	16	29-2538
Paoli Dialysis	555 WEST LONGEST ST	Paoli, IN 47454-9670	(812) 723-3571	(812) 723-4823	12	15-2652
Columbus Home Training	1200 BROOKSTONE CENTRE PKWY STE 111	Columbus, GA 31904-2934	(706) 322-2935	(706) 317-4862	4	11-2869

PDI-Ephrata	67 W CHURCH ST	Stevens, PA 17578-9203	(717) 335-7399	(717) 335-0488	16	39-2706
Reidsville Dialysis	1307 FREEWAY DR	Reidsville, NC 27320-7104	(336) 348-6857	(336) 348-6861	27	34-2640
Hillsboro Dialysis Center	2500 NE CENTURY BLVD BLDG E, STE 300	Hillsboro, OR 97124-7516	(503) 681-9460	(503) 615-8453	13	38-2550
Kennestone Dialysis	200 COBB PKWY N STE 318	Marietta, GA 30062-3558	(678) 797-1110	(678) 797-1176	20	11-2810
Red Hawk Dialysis	4348 WOODLANDS BLVD STE 131	Castle Rock, CO 80104-2800	(303) 663-2875	(303) 663-2913	8	06-2574
Oakland Peritoneal Dialysis Center	5352 CLAREMONT AVE	Oakland, CA 94618-1035	(510) 597-0398	(510) 597-0385	2	05-2822
Dialysis Care of Rowan County	111 DORSETT DR	Salisbury, NC 28144-2278	(704) 637-2107	(704) 639-9272	34	34-2546
South Meadows Dialysis Center	10085 DOUBLE R BLVD STE 160	Reno, NV 89521-4867	(775) 852-4200	(775) 852-4263	25	29-2526
Charles County Dialysis	4475 REGENCY PL STE 102 & 103	White Plains, MD 20695-3072	(301) 932-9874	(301) 638-2846	15	21-2672
Perry County Dialysis	611 E LAFAYETTE ST	Marion, AL 36756-2325	(334) 683-8519	(334) 683-4777	10	01-2663
Ocala Regional Kidney Center - East	2870 SE 1ST AVE	Ocala, FL 34471-0406	(352) 351-9140	(352) 732-3825	31	10-2678
Southeastern Dialysis Center - Shallotte	4770 SHALLOTTE AVE	Shallotte, NC 28470-6596	(910) 754-5563	(910) 754-5569	15	34-2582
Kettering Dialysis	5721 BIGGER RD	Kettering, OH 45440-2752	(937) 435-4030	(937) 435-4140	16	36-2690
North Sacramento Dialysis	251 LATHROP WAY STE A	Sacramento, CA 95815-4223	(916) 922-4721	(916) 922-2189	24	55-2705
McColl Dialysis	3595 US HWY 15-401 E	McColl, SC 29570-5918	(843) 523-6274	(843) 523-5418	16	42-2640
Ocala Regional Kidney Center -	8585 SW HIGHWAY 200 STE 19	Ocala, FL 34481-9642	(352) 854-5011	(352) 854-6299	32	10-2683
Southern Pines Dialysis Center	209 WINDSTAR PL	Southern Pines, NC 28387-7086	(910) 692-6218	(910) 692-9473	18	34-2638
Meridian Park Dialysis Center	19255 SW 65TH AVE STE 100	Tualatin, OR 97062-9712	(503) 692-8159	(503) 692-1896	16	38-2549
Spring Creek Dialysis	301 E AIRLINE RD	Victoria, TX 77901-3901	(361) 572-3343	(361) 572-3380	16	67-2696
Moorhead Dialysis	1710 CENTER AVE W	Dilworth, MN 56529-1309	(218) 233-3354	(218) 233-3482	12	24-2584
Olney Dialysis Center	117 N BOONE ST	Olney, IL 62450-2109	(618) 393-4234	(618) 393-4614	8	14-2674
Sylva Dialysis Center	655 ASHEVILLE HWY	Sylva, NC 28779-2747	(828) 586-3340	(828) 586-3350	16	34-2556
Lancaster Dialysis	2424 W PLEASANT RUN RD	Lancaster, TX 75146-4005	(972) 223-9292	(972) 223-2027	25	67-2520
Carmel Dialysis	180 E CARMEL DR	Carmel, IN 46032-2633	(317) 575-8916	(317) 575-9136	12	15-2620
Seguin Dialysis	618 E COURT ST	Seguin, TX 78155-5714	(830) 372-2521	(830) 372-1384	16	67-2707
Mishawaka Dialysis	1420 TRINITY PL	Mishawaka, IN 46545-5005	(574) 231-7204	(574) 231-7205	16	15-2655
Olympia Fields Dialysis Center	4557 LINCOLN HWY STE B	Matteson, IL 60443-2385	(708) 503-1112	(708) 503-1116	24	14-2548
Dialysis Care of Edgecombe County	3206 WESTERN BLVD	Tarboro, NC 27886-1828	(252) 641-9004	(252) 641-9007	35	34-2577
Las Palmas Dialysis Center	803 CASTROVILLE RD STE 415	San Antonio, TX 78237-3148	(210) 438-9290	(210) 438-9289	24	67-2521
Hoosier Hills Dialysis	143 S KINGSTON DR	Bloomington, IN 47408-6342	(812) 333-1697	(812) 333-1945	12	15-2642
Sugar Land Home Training	1447 HWY 6 STE 130	Sugar Land, TX 77478-5094	(281) 277-0692	(281) 565-0923	4	67-2690
Glen Dialysis	2601 COMPASS RD STE 145	Glenview, IL 60026-8089	(847) 657-7574	(847) 657-8022	16	14-2746
Olympic View Dialysis Center	125 16TH AVE E FL 5CSB	Seattle, WA 98112-5211	(206) 323-8900	(206) 323-8899	20	50-2525
Pendleton Dialysis	7703 HIGHWAY 76	Pendleton, SC 29670-1818	(864) 646-7715	(864) 646-7423	10	42-2597
Magnolia West Dialysis	11161 MAGNOLIA AVE	Riverside, CA 92505-3605	(951) 351-8090	(951) 351-8099	30	55-2553
Centennial Dialysis Center	8775 W DEER SPRINGS WAY	Las Vegas, NV 89149-0416	(702) 395-2488	(702) 645-5007	20	29-2531
Town Center Dialysis	323 N MICHIGAN AVE	Saginaw, MI 48602-4240	(989) 791-3624	(989) 791-3841	13	23-2680
Crimson Ridge Home Training	2540 HAUSER ROSS DR STE 200	Sycamore, IL 60178-3171	(815) 748-3508	(815) 748-3825	0	14-2748
Huntsville Metro Dialysis	2317 MEMORIAL PKWY SW STE 105	Huntsville, AL 35801-5623	(256) 427-4859	(256) 427-4881	12	01-2713
Renal Center of Orange	280 STRICKLAND DR	Orange, TX 77630-4750	(409) 883-4001	(409) 883-4330	16	45-2802
Mansfield Dialysis Center	352 MATLOCK RD STE 120	Mansfield, TX 76063-2081	(817) 453-8167	(817) 473-2610	25	67-2550
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
Jewel Dialysis	514 W TOWN PLZ	Bessemer, AL 35020-5346	(205) 481-4386	(205) 481-1612	10	01-2644
Buckhead Home Training	1575 NORTHSIDE DR NW STE 355	Atlanta, GA 30318-4210	(404) 352-1870	(404) 352-3107	4	11-2851
Oregon Kidney Center	3524 NE SANDY BLVD	Portland, OR 97232-1961	(503) 236-7097	(503) 236-8110	21	38-2500
Crossroads Dialysis	3214 YORBA LINDA BLVD	Fullerton, CA 92831-1707	(714) 577-6940	(714) 577-0530	24	55-2544
Market Street Dialysis	3701 MARKET ST STE 100	Philadelphia, PA 19104-5503	(215) 387-2658	(215) 387-4134	16	39-2718
The Nevada Dialysis Center	1510 W WARM SPRINGS RD STE 100	Henderson, NV 89014-3586	(702) 451-2131	(702) 451-5502	20	29-2534
Crown Dialysis	3007 27TH ST N	Birmingham, AL 35207-4549	(205) 297-0143	(205) 244-2769	14	01-2647
Berkshire Home Training	4800 W SAN ANTONIO ST STE 201	Broken Arrow, OK 74012-6156	(918) 249-9716	(918) 254-4173	11	37-2591
Licking River Home Training	140 Plaza Drive	Cold Spring, KY 41076-2166	(859) 993-0244	(859) 993-0259	0	Pending
Ouachita Dialysis	1900 MALVERN AVE STE 102	Hot Springs, AR 71901-7776	(501) 624-0196	(501) 321-2415	25	04-2507
Diamond Valley Dialysis	1181 N STATE ST	San Jacinto, CA 92583-6317	(951) 487-6528	(951) 487-8518	37	05-2768
Marymont Dialysis Center	2391 NE LOOP 410 STE 211	San Antonio, TX 78217-5675	(210) 646-8788	(210) 646-9324	26	67-2523
Black Rock Dialysis	427 STILLSON RD	Fairfield, CT 06824-3153	(203) 382-9566	(203) 368-9289	16	07-2535
Magic City Dialysis	300 22ND ST S	Birmingham, AL 35233-2209	(205) 986-0592	(205) 321-6682	18	01-2645
Andover Dialysis	626 S ANDOVER RD STE 900	Andover, KS 67002-8910	(316) 733-2984	(316) 733-4138	16	17-2557
Ouachita Valley Dialysis	1114 WASHINGTON ST NW	Camden, AR 71701-3827	(870) 837-1330	(870) 837-1423	25	04-2525
Lake Elsinore Dialysis	32291 MISSION TRL BLDG S	Lake Elsinore, CA 92530-2310	(951) 674-5050	(951) 674-5570	18	05-2895
Medlock Bridge Dialysis	10680 MEDLOCK BRIDGE RD STE 103	Duluth, GA 30097-8420	(770) 622-2167	(770) 622-5542	16	11-2778
Tucson Central Dialysis	2901 E GRANT RD	Tucson, AZ 85716-2717	(520) 325-3408	(520) 325-3469	12	03-2627
Steel City Dialysis	1809 AVE H	Birmingham, AL 35218-1542	(205) 785-2972	(205) 786-3317	10	01-2646
Herndon Dialysis	560 E HERNDON AVE STE 101	Fresno, CA 93720-2907	(559) 432-5278	(559) 435-1422	48	55-2702
Paulding Dialysis	4019 JOHNS RD	Dallas, GA 30132-3420	(770) 445-3571	(770) 445-3898	16	11-2594
Valley View Dialysis Center	26900 CACTUS AVE	Moreno Valley, CA 92555-3912	(951) 247-2844	(951) 247-8631	34	05-2807
Metairie Dialysis Center	7100 AIRLINE DR	Metairie, LA 70003-5950	(504) 731-1969	(504) 731-8533	12	19-2678
Callowhill Dialysis Center	313 CALLOWHILL ST	Philadelphia, PA 19123-4103	(215) 629-3580	(215) 629-3588	20	39-2749
South City Dialysis	3740 S JEFFERSON AVE	Saint Louis, MO 63118-3905	(314) 664-6687	(314) 772-1614	12	26-2654
Willow Lakes Dialysis	226 WILLOW VALLEY LAKES DR C/O DAVITA DIALYSIS	Willow Street, PA 17584-9665	(717) 947-3556	(717) 947-3574	13	39-2892
Papago Dialysis Center	5115 E THOMAS RD STE 115	Phoenix, AZ 85018-7914	(602) 956-1831	(602) 956-0334	13	03-2553
Murrieta Dialysis	27602 CLINTON KEITH RD BLDG F	Murrieta, CA 92562-8513	(951) 679-7914	(951) 679-7693	24	05-2730
Miami Gardens Dialysis	3363 NW 167TH ST	Miami Gardens, FL 33056-4254	(305) 627-9311	(305) 628-9389	16	10-2839
Sunset Dialysis Center	3071 GOLD CANAL DR	Rancho Cordova, CA 95670-6129	(916) 638-8429	(916) 638-8039	24	55-2612
Horizon Dialysis	2222 GREENHOUSE RD	Houston, TX 77084-7287	(281) 829-5941	(281) 829-1304	16	67-2734
Loveland Central Dialysis	1453 DENVER AVE	Loveland, CO 80538-5226	(970) 663-4607	(970) 663-9076	12	06-2579
Phenix City Dialysis Center	4391 RIVERCHASE DR	Phenix City, AL 36867-7519	(334) 298-0294	(334) 298-3538	21	01-2523
Ontario Dialysis	1950 S GROVE AVE STE 101-105	Ontario, CA 91761-5693	(909) 930-5566	(909) 930-5690	20	55-2548
Mountain Park Dialysis	5235 MEMORIAL DR	Stone Mountain, GA 30083-3112	(404) 296-1344	(404) 296-4706	16	11-2777
Indy South Dialysis	972 EMERSON PKWY STE E	Greenwood, IN 46143-6202	(317) 881-0641	(317) 881-5451	12	15-2616
Princeton Junction Dialysis	88 PRINCETON HIGHTSTOWN RD STE 102	Princeton Junction, NJ 08550-1100	(609) 799-0084	(609) 275-7441	13	31-2610
Lynchburg Home Training	2091 LANGHORNE RD	Lynchburg, VA 24501-1443	(434) 847-2085	(434) 846-1972	6	49-2667
PDI-Ebensburg	429 MANOR DR STE 650	Ebensburg, PA 15931-4917	(814) 472-2642	(814) 472-2138	9	39-2686
Citrus Valley Dialysis	894 HARDT STREET	San Bernardino, CA 92408-2854	(909) 388-6608	(909) 388-6639	20	55-2541
Myrtle Beach Dialysis	3919 MAYFAIR ST	Myrtle Beach, SC 29577-5773	(843) 448-4920	(843) 448-4930	16	42-2610
Wiregrass Kidney Center	1450 ROSS CLARK CIR STE 200	Dothan, AL 36301-4770	(334) 792-8907	(334) 792-8912	20	01-2630
General Butler Dialysis	329 FLOYD DR STE B	Carrollton, KY 41008-8261	(502) 732-4713	(502) 732-8352	8	18-2616
OAK CITY DIALYSIS	3645 TRUST DR	Raleigh, NC 27616-2955	(919) 876-6827	(919) 876-2385	20	34-2744
Pikes Peak Dialysis Center	2002 LELARAY ST STE 130	Colorado Springs, CO 80909-2804	(719) 471-4615	(719) 471-0621	43	06-2507
Natomas Dialysis	30 GOLDEN LAND CT BLDG G	Sacramento, CA 95834-2423	(916) 285-6452	(916) 285-9715	24	55-2569
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
Sandhills Dialysis	809 S LONG DR STE B	Rockingham, NC 28379-4375	(910) 895-9924	(910) 997-5042	16	34-2690
Middlebrook Dialysis	12401 MIDDLEBROOK RD STE 160	Germantown, MD 20874-1523	(301) 540-6020	(301) 540-6030	21	21-2625
Preserve Pointe Dialysis	57 TOWN CT STE 118	Palm Coast, FL 32164-2425	(386) 309-2885	(386) 309-2904	16	68-2708
Eastern Kentucky Dialysis	167 WEDDINGTON BRANCH RD	Pikeville, KY 41501-3204	(606) 432-4477	(606) 432-4201	12	18-2538

Timpanogos Dialysis Center	1055 N 500 W STE 222	Provo, UT 84604-3305	(801) 356-8907	(801) 356-2481	1	46-2524
New Hope Dialysis Center	5640 INTERNATIONAL PKWY	New Hope, MN 55428-3047	(763) 537-0300	(763) 537-0340	12	24-2564
Gateway Dialysis	5705 LEE BLVD STE 16	Lehigh Acres, FL 33971-6342	(239) 479-5251	(239) 479-5275	16	10-2888
Shelbyville Road Dialysis	4600 SHELBYVILLE RD STE 310	Louisville, KY 40207-2391	(502) 893-4791	(502) 893-4793	12	18-2614
Bay City Dialysis	3170 S PROFESSIONAL DR	Bay City, MI 48706-2839	(989) 686-8782	(989) 686-8563	20	23-2531
Utah Valley Dialysis Center	1055 N 500 W STE 221	Provo, UT 84604-3305	(801) 373-5400	(801) 373-6400	25	46-2525
Norco Dialysis	1901 TOWN AND COUNTRY DR STE 100	Norco, CA 92860-3611	(951) 738-0185	(951) 738-8490	20	55-2571
Leesburg Virginia Dialysis	224D CORNWALL ST NW STE 100	Leesburg, VA 20176-2700	(571) 258-1362	(571) 258-1342	12	49-2654
Buttonwood Dialysis	449 N BROAD ST	Philadelphia, PA 19123-3628	(215) 238-1201	(215) 574-5065	24	39-2788
Renal Center of Morristown	100 MADISON AVE-4TH FLOOR	Morristown, NJ 07960-6136	(973) 538-8201	(973) 538-8203	11	31-2624
Pine Island Kidney Center	1871 N PINE ISLAND RD	Plantation, FL 33322-5208	(954) 916-8958	(954) 916-8960	20	10-2708
Premier Dialysis Center	7612 ATLANTIC AVE	Cudahy, CA 90201-5020	(323) 562-5511	(323) 562-3347	36	05-2761
North Charleston Dialysis	5900 RIVERS AVE STE E	North Charleston, SC 29406-6082	(843) 747-3447	(843) 747-3911	17	42-2585
Northwest Tucson Dialysis	2945 W INA RD STE 105	Tucson, AZ 85741-2366	(520) 797-0049	(520) 229-8957	20	03-2618
Center Ridge Dialysis	38630 CENTER RIDGE RD	North Ridgeville, OH 44039-2837	(440) 327-2070	(440) 327-1563	14	36-2776
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
Haymarket Dialysis	14664 GAP WAY	Gainesville, VA 20155-1683	(703) 753-3520	(703) 753-3528	13	49-2652
Leeds Dialysis	1650 MAXEY DR	Leeds, AL 35094-7512	(205) 699-5383	(205) 699-9676	10	01-2652
Steubenville Dialysis	1799 SINCLAIR AVE SUITE 1	Steubenville, OH 43953-3373	(740) 346-2840	(740) 346-2846	21	36-2772
Pocono Dialysis Center	100 PLAZA CT STE B	East Stroudsburg, PA 18301-8258	(570) 476-5630	(570) 476-5634	16	39-2606
Doctors Dialysis of East Los Angeles	950 S EASTERN AVE	Los Angeles, CA 90022-4801	(323) 262-2229	(323) 262-9418	32	05-2725
Northwest Medical Center Dialysis	5284 MEDICAL DR STE 100	San Antonio, TX 78229-4849	(210) 616-9699	(210) 616-9504	24	67-2515
North Vernon Dialysis	2340 N STATE HWY 7	North Vernon, IN 47265-7183	(812) 352-8150	(812) 352-8204	10	15-2636
Premiere Kidney Center of Newark	65 S TERRACE AVE	Newark, OH 43055-1355	(740) 522-2955	(740) 522-2975	21	36-2644
Port Washington Dialysis Center	50 SEAVIEW BLVD	Port Washington, NY 11050-4615	(516) 484-3460	(516) 484-7949	18	33-2591
Crescent Heights Dialysis Center	8151 BEVERLY BLVD	Los Angeles, CA 90048-4514	(323) 655-6226	(323) 655-6512	20	05-2852
Northwood Dialysis	611 LEMOYNE RD	Northwood, OH 43619-1811	(419) 698-3423	(419) 698-5165	13	36-2680
Ave Maria Dialysis	5340 USEPPA DR	Ave Maria, FL 34142-5051	(239) 304-0198	(239) 348-1723	16	10-2890
Lake Hartwell Dialysis	1065 E FRANKLIN ST	Hartwell, GA 30643-2205	(470) 407-7348	(470) 407-7349	12	11-2854
Golden Triangle Dialysis	1020 N 14TH ST	Beaumont, TX 77702-1103	(409) 832-8423	(409) 832-8431	30	45-2524
Century City Dialysis	10630 SANTA MONICA BLVD	Los Angeles, CA 90025-4837	(310) 954-2700	(310) 474-4565	30	05-2865
Shawano Lake Dialysis	W 7305 ELM AVE	Shawano, WI 54166	(715) 526-4310	(715) 526-6010	15	52-2511
West Pensacola Dialysis Center	598 N FAIRFIELD DR STE 100	Pensacola, FL 32506-4320	(850) 453-6066	(850) 453-6681	16	10-2845
Mid-Del Home Training	9230 E RENO AVE STE A	Midwest City, OK 73130-3337	(405) 732-0744	(405) 732-0651	6	37-2588
Renal Center of Beaumont	3050 LIBERTY AVE	Beaumont, TX 77702-1846	(409) 838-6602	(409) 838-9052	25	45-2577
Oakwood Dialysis Center	148 HECTOR AVE	Gretna, LA 70056-2531	(504) 376-1603	(504) 376-2364	19	19-2683
National Trail Dialysis	171 S TUTTLE RD	Springfield, OH 45505-1560	(937) 328-7399	(937) 328-7513	17	36-2780
Odessa Dialysis	1216 E 8TH ST	Odessa, TX 79761-4638	(432) 888-9801	(432) 888-9777	25	45-2873
Printers Place Dialysis Center	2802 INTERNATIONAL CIR	Colorado Springs, CO 80910-3127	(719) 630-0602	(719) 520-5291	16	06-2524
Washington Plaza Dialysis Center	516 E WASHINGTON BLVD # 522	Los Angeles, CA 90015-3723	(213) 749-2433	(213) 749-0518	25	05-2856
Red Bluff Dialysis Center	2455 SISTER MARY COLUMBA DR	Red Bluff, CA 96080-4364	(530) 527-0052	(530) 527-0059	15	55-2557
North Metro Dialysis Center	12365 HURON ST STE 500	Westminster, CO 80234-3498	(303) 451-9093	(303) 451-0561	18	06-2559
Summit City Dialysis	3233 E COLISEUM BLVD	Fort Wayne, IN 46805-1561	(260) 373-1599	(260) 373-1555	24	15-2653
Northern Star Dialysis	311 ELM ST	Woodruff, WI 54568-9149	(715) 356-0132	(715) 356-6392	24	52-2586
Puyallup Dialysis	802 30TH AVE SW STE C	Puyallup, WA 98373-2755	(253) 845-3147	(253) 845-0833	20	50-2534
Wilshire Dialysis Center	1212 WILSHIRE BLVD	Los Angeles, CA 90017-1902	(213) 482-5181	(213) 482-4470	22	05-2631
Richfield Dialysis	6601 LYNDALE AVE S STE 150	Richfield, MN 55423-2490	(612) 869-2118	(612) 869-2219	12	24-2563
Fort Wayne South Dialysis	302 E PETTIT AVE	Fort Wayne, IN 46806-3007	(260) 456-0451	(260) 458-9269	20	15-2647
Harbor View Dialysis	3113 WASHINGTON AVE	Racine, WI 53405-3001	(262) 632-0120	(262) 637-1441	24	52-2583
Quad Counties Dialysis	528 N GRANDSTAFF DR	Auburn, IN 46706-1660	(260) 927-0100	(260) 927-1196	9	15-2539
River Parishes Dialysis	2880 W AIRLINE HWY	La Place, LA 70068-2922	(985) 603-7160	(985) 603-7161	17	19-2681
Ripley Dialysis Center	854 HWY 51 S	Ripley, TN 38063-5536	(731) 221-1883	(731) 221-8022	12	44-2696
Fort Wayne West Dialysis	4916 ILLINOIS RD STE 118	Fort Wayne, IN 46804-5116	(260) 434-0483	(260) 435-1527	12	15-2648
Chestertown Dialysis Center	100 BROWN ST	Chestertown, MD 21620-1435	(410) 778-9555	(410) 778-9623	9	21-2565
Kidney Dialysis Care Unit	3600 E MARTIN LUTHER KING JR BLVD	Lynwood, CA 90262-2607	(310) 886-5156	(310) 608-6947	40	05-2502
Rochester Hills Dialysis	1886 W AUBURN RD STE 100	Rochester Hills, MI 48309-3865	(248) 299-7901	(248) 299-7883	20	23-2628
Commonwealth Dialysis	920 S WASHINGTON AVE	Scranton, PA 18505-3810	(570) 344-5267	(570) 963-2125	13	39-2761
Queens Village Dialysis Center	22202 HEMPSTEAD AVE STE 170	Queens Village, NY 11429-2123	(718) 217-6200	(718) 217-4191	25	33-2603
Imperial Care Dialysis Center	4345 E IMPERIAL HWY	Lynwood, CA 90262-2318	(310) 900-0333	(310) 900-0334	31	05-2844
Sauget Dialysis	2061 GOOSE LAKE RD	Sauget, IL 62206-2822	(618) 332-7801	(618) 332-7815	24	14-2561
Greensburg Dialysis	1531 N COMMERCE EAST DR STE 6	Greensburg, IN 47240-3259	(812) 662-6570	(812) 662-6572	9	15-2615
State College Dialysis	500 SCIENCE PARK RD STE 2	State College, PA 16803-2218	(814) 237-3082	(814) 237-3653	12	39-2789
Doctors Dialysis Center of Montebello	1721 W WHITTIER BLVD	Montebello, CA 90640-4004	(323) 722-1116	(323) 722-5501	28	05-2785
Scott County Dialysis	7456 S PARK DR	Savage, MN 55378-3635	(952) 226-4766	(952) 226-4770	12	24-2567
Rivers Edge Dialysis	1006 E STATE ST STE B	Athens, OH 45701-2158	(740) 592-1364	(740) 593-3876	13	36-2748
Adena Dialysis	1180 N BRIDGE ST	Chillicothe, OH 45601-1793	(740) 773-3733	(740) 773-3741	17	36-2777
Barren County Dialysis	310 N L ROGERS WELLS BLVD	Glasgow, KY 42141-1300	(270) 659-5580	(270) 659-5582	27	18-2644
Redwood Dialysis	201 SW L ST	Grants Pass, OR 97526-2913	(541) 474-0776	(541) 474-0122	12	38-2513
Monterey Park Dialysis Center	883 South Atlantic Blvd, Ste H	Monterey Park, CA 91754-4733	(323) 780-8787	(323) 780-0246	24	05-2700
Siena Henderson Dialysis Center	2865 SIENA HEIGHTS DR STE 141	Henderson, NV 89052-4168	(702) 260-0348	(702) 407-9672	17	29-2524
Southstar Adamsville Dialysis	3651 BAKERS FERRY RD SW	Atlanta, GA 30331-3712	(404) 472-1856	(404) 472-3970	20	11-2790
Balch Springs Dialysis	12001 ELAM RD	Balch Springs, TX 75180-2822	(972) 913-8767	(972) 286-4095	13	67-2726
Midland Dialysis	4901 JEFFERSON AVE	Midland, MI 48640-2905	(989) 839-7770	(989) 839-7777	24	23-2541
Garfield Hemodialysis Center	118 HILLIARD AVE	Monterey Park, CA 91754-1118	(626) 288-5796	(626) 288-3870	24	05-2564
South Lincoln Dialysis	3401 PLANTATION DR STE 140	Lincoln, NE 68516-4712	(402) 421-6011	(402) 421-6052	8	28-2526
SPRING CITY DIALYSIS	1260 SENTRY DR	Waukesha, WI 53186-5930	(262) 446-5100	(262) 446-5199	12	52-2535
Carrollwood Dialysis	14358 N DALE MABRY HWY	Tampa, FL 33618-2018	(813) 960-3751	(813) 961-7312	16	68-2520
Sequoia Dialysis	440 N 11TH AVE	Hanford, CA 93230-4404	(559) 587-0105	(559) 587-0293	20	55-2721
Southcross Dialysis Center	4602 E SOUTHCROSS BLVD	San Antonio, TX 78222-4911	(210) 648-5988	(210) 648-9929	24	67-2519
Mena Dialysis Center	1200 CRESTWOOD CIR	Mena, AR 71953-5516	(479) 394-8085	(479) 394-2164	16	04-2582
Lake Vista Dialysis	3187 US HIGHWAY 98 N	Lakeland, FL 33805-2103	(863) 603-2130	(863) 686-5687	24	68-2517
Redbird Smith Dialysis	305 S J T STITES ST	Sallisaw, OK 74955-9302	(918) 235-0290	(918) 235-0351	12	37-2592
Renal Care of Buffalo	550 ORCHARD PARK RD BLDG B, STE 104	West Seneca, NY 14224-2646	(716) 677-0089	(716) 677-0096	24	33-2548
Paramount Dialysis Center	15625 LAKEWOOD BLVD	Paramount, CA 90723-4633	(562) 790-2478	(562) 272-0038	37	05-2652
Southern Crescent Dialysis Center	275 UPPER RIVERDALE RD SW STE B	Riverdale, GA 30274-2556	(770) 907-7022	(770) 907-7587	20	11-2771
Parker Dialysis Center	10371 S PARKGLENN WAY STE 180	Parker, CO 80138-3871	(303) 840-0541	(303) 840-9051	12	06-2562
Valdosta Home Training	401 NORTHSIDE DR STE A	Valdosta, GA 31602-1872	(229) 247-9286	(229) 247-9190	3	11-2857
Carlisle Regional Dialysis	419 VILLAGE DR STE 10	Carlisle, PA 17015-6943	(717) 218-5104	(717) 241-0019	12	39-2801
Dialysis Center of Erie	1641 SASSAFRAS ST	Erie, PA 16502-1858	(814) 455-6455	(814) 456-1188	28	39-2528
Eaton Canyon Dialysis Center	2551 E WASHINGTON BLVD	Pasadena, CA 91107-1446	(626) 798-8896	(626) 398-8279	31	05-2613
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
Redlands Dialysis	1722 ORANGE TREE LN	Redlands, CA 92374-2856	(909) 307-0437	(909) 307-0597	37	55-2578
Lake Hallie Dialysis	3636 EAST MELBY ST	Lake Hallie, WI 54729-8392	(715) 833-8512	(715) 833-8534	12	52-2596
Metro East Dialysis	5105 W MAIN ST	Belleville, IL 62226-4728	(618) 233-9018	(618) 233-5647	36	14-2527
Sugarloaf Dialysis	1705 BELLE MEADE CT STE 110	Lawrenceville, GA 30043-5895	(770) 513-2833	(770) 513-7611	20	11-2758
Glen Burnie Home Training	6934 AVIATION BLVD STE H	Glen Burnie, MD 21061-2593	(410) 760-4976	(410) 761-1040	6	21-2674
Warren Dialysis	2 W CRESCENT PARK	Warren, PA 16365-2111	(814) 728-5570	(814) 728-5574	12	39-2666

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
Sweetwater Dialysis	7117 S SWEETWATER RD	Lithia Springs, GA 30122-2446	(678) 945-3600	(678) 945-3623	17	11-2706
Palm Breeze Dialysis	14942 TAMIAMI TRL STE E	North Port, FL 34287-2705	(941) 429-0443	(941) 429-2240	16	10-2892
Lake Erie Home Dialysis	2563 W 8TH ST	Erie, PA 16505-4430	(814) 838-2849	(814) 838-1584	0	39-2796
Brevard Dialysis Center	102 COLLEGE STATION DR STE 10	Brevard, NC 28712-3355	(828) 884-4075	(828) 884-4073	14	34-2693
Madisonville Dialysis Center	255 E NORTH ST	Madisonville, KY 42431-1641	(270) 821-7824	(270) 821-6659	21	18-2597
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
Titletown Dialysis	120 SIEGLER ST	Green Bay, WI 54303-2636	(920) 327-2120	(920) 327-2150	17	52-2558
Conyers Dialysis	1501 MILSTEAD RD NE	Conyers, GA 30012-3838	(770) 761-8097	(770) 761-8141	17	11-2828
Harbor Vermont Home Training	21608 S VERMONT AVE	Torrance, CA 90502-1940	(310) 212-7529	(310) 212-7209	0	55-2883
Deerfield Beach Dialysis	1983 W HILLSBORO BLVD	Deerfield Beach, FL 33442-1418	(954) 426-3350	(954) 426-5275	12	68-2540
Crestwood Dialysis	9560 WATSON RD STE A	Saint Louis, MO 63126-1541	(314) 842-0322	(314) 842-0351	12	26-2591
Valley Dialysis	6840 SEPULVEDA BLVD STE 101	Van Nuys, CA 91405-4401	(818) 779-1450	(818) 779-1466	32	05-2554
Treasure Valley Dialysis Center	3045 E ST LUKES ST STE 105	Meridian, ID 83642-3507	(208) 887-2174	(208) 887-9437	17	13-2513
Chinook Kidney Center	1315 AARON DR BLDG C1	Richland, WA 99352-4678	(509) 943-4598	(509) 943-8563	19	50-2559
Oxnard Dialysis	1900 OUTLET CENTER DR	Oxnard, CA 93036-0677	(805) 278-3815	(805) 981-8596	20	55-2684
Boyle Heights Dialysis	1936 E 1ST ST	Los Angeles, CA 90033-3413	(323) 268-2729	(323) 268-2848	28	55-2742
Parsons Dialysis Center	1902 S US HIGHWAY 59 BLDG B	Parsons, KS 67357-4948	(620) 421-1081	(620) 421-1598	12	17-2530
Whittier Dialysis	10055 WHITTWOOD DR STE A	Whittier, CA 90603-2313	(562) 947-1808	(562) 947-1186	18	55-2509
Turfway PD Training	11 SPIRAL DR STE 15A	Florence, KY 41042-1394	(859) 647-2802	(859) 647-6012	4	18-2586
Jeffersonville Dialysis	365 QUARTERMASTER CT	Jeffersonville, IN 47130-3670	(812) 288-2296	(812) 288-4153	12	15-2651
Giles County Dialysis	377 BOXWOOD LN	Pearisburg, VA 24134-1166	(540) 921-1384	(540) 921-1864	13	49-2671
Renal Treatment Centers - Winfield	1315 E 4TH AVE	Winfield, KS 67156-2457	(620) 221-4100	(620) 221-2272	12	17-2526
Southern Hills Dialysis Center	9280 W SUNSET RD STE 110	Las Vegas, NV 89148-4861	(702) 318-3167	(702) 318-3196	23	29-2521
University Dialysis Center	333 UNIVERSITY AVE STE 100	Sacramento, CA 95825-6533	(916) 920-0877	(916) 920-1931	21	55-2549
Bixby Knolls Dialysis	3744 LONG BEACH BLVD	Long Beach, CA 90807-3310	(562) 424-1403	(562) 424-4310	24	55-2614
McFarland Dialysis	6225 ATLANTA HWY STE 117	Alpharetta, GA 30004-8799	(770) 569-1275	(770) 475-1932	17	11-2870
Renal Treatment Centers - Derby	1635 E FREEDOM ST STE 100	Derby, KS 67037-7702	(316) 618-9149	(316) 618-9150	19	17-2533
Pahrump Dialysis Center	330 S LOLA LN STE 100	Pahrump, NV 89048-0879	(775) 751-4300	(775) 751-4310	20	29-2511
Upper Valley Dialysis	7933 N MESA ST STE H	El Paso, TX 79932-1699	(915) 832-0555	(915) 832-0554	24	67-2536
West Sacramento Dialysis Center	3450 INDUSTRIAL BLVD STE 100	West Sacramento, CA 95691-5053	(916) 371-4947	(916) 371-8845	21	55-2591
Old National Dialysis	5615 OLD NATIONAL HWY STE A	College Park, GA 30349-3817	(404) 762-9243	(404) 762-5304	17	11-2875
Renal Treatment Centers - Newton	1223 WASHINGTON RD	Newton, KS 67114-4855	(316) 283-9950	(316) 283-4478	12	17-2529
PDI - Rocky Hill	30 WATERCHASE DR	Rocky Hill, CT 06067-2110	(860) 563-6000	(860) 257-3895	23	07-2518
Vincennes Dialysis	700 WILLOW ST STE 101	Vincennes, IN 47591-1029	(812) 882-0546	(812) 882-0938	20	15-2592
Flower Dialysis	5308 HARROUN RD STE 60	Sylvania, OH 43560-2114	(419) 824-6074	(419) 882-3830	12	36-2775
Teterboro Dialysis	502 RT 46 W	Teterboro, NJ 07608-1118	(201) 288-0249	(201) 288-2640	18	31-2632
Riverside Dialysis Center	4361 LATHAM ST STE 100	Riverside, CA 92501-1767	(951) 682-2700	(951) 682-3024	32	05-2532
Children's National Medical Center	111 MICHIGAN AVE NW	Washington, DC 20010-2916	(202) 476-5148	(202) 476-3580	6	09-2305
Wellington Circle Dialysis Center	10 CABOT RD STE 103B	Medford, MA 02155-5275	(781) 306-9740	(781) 306-9745	16	22-2542
Yuba City Dialysis Center	1525 PLUMAS CT STE A	Yuba City, CA 95991-2971	(530) 671-3652	(530) 671-4903	24	05-2563
Cleveland PD	1059 SE 82ND ST	Oklahoma City, OK 73149-2999	(405) 512-6912	(405) 512-6918	2	37-2579
City Line Dialysis	4508 CITY LINE AVE	Philadelphia, PA 19131-1509	(215) 473-3071	(215) 879-8305	17	39-2809
Union Plaza Dialysis Center	810 1ST ST NE STE 100	Washington, DC 20002-4227	(202) 842-3127	(202) 842-3160	15	09-2520
West Broadway Dialysis	720 W BROADWAY	Louisville, KY 40202-2240	(502) 584-2059	(502) 584-2835	24	18-2581
Englewood Dialysis Center	3247 S LINCOLN ST	Englewood, CO 80113-2505	(303) 761-0600	(303) 761-7666	19	06-2531
Moline Home Training	4650 38TH AVE	Moline, IL 61265-6706	(309) 736-4260	(309) 736-4296	2	14-2762
Windham Dialysis Center	375 TUCKIE RD STE C	North Windham, CT 06256-1345	(860) 456-1677	(860) 450-8403	9	07-2530
Grant Park Dialysis	5000 NANNIE HELEN BURROUGHS AVE NE	Washington, DC 20019-5506	(202) 399-7700	(202) 399-3708	12	09-2522
Westview Dialysis	3749 COMMERCIAL DR LAFAYETTE PLACE SHOPPING CENTER	Indianapolis, IN 46222-1676	(317) 299-4693	(317) 299-5461	17	15-2596
Dumas Dialysis	109 BINKLEY AVE	Dumas, TX 79029-3825	(806) 935-2273	(806) 934-2273	8	67-2682
Mid Ohio Dialysis	2148 W 4TH ST	Ontario, OH 44906-1200	(419) 747-4039	(419) 747-4046	14	36-2804
Vernon Dialysis Center	460 HARTFORD TPKE STE C	Vernon, CT 06066-4847	(860) 896-1537	(860) 896-1689	22	07-2529
Lee Street Dialysis	5155 LEE ST NE	Washington, DC 20019-4051	(202) 398-1047	(202) 398-3468	20	09-2510
White Oak Dialysis	5520 CHEVIOT RD STE B	Cincinnati, OH 45247-7069	(513) 741-1062	(513) 741-2819	20	36-2688
Talladega Dialysis	726 BATTLE ST E STE A	Talladega, AL 35160-2583	(256) 362-2332	(256) 362-2356	13	01-2622
Anniston Dialysis	1612 NOBLE ST	Anniston, AL 36201-3839	(256) 237-3794	(256) 238-6855	10	01-2666
Rogue Valley Dialysis	760 GOLF VIEW DR UNIT 100	Medford, OR 97504-9685	(541) 776-4805	(541) 773-6016	39	38-2505
PDI-Worcester	19 GLENNIE ST STE A	Worcester, MA 01605-3918	(508) 421-9539	(508) 421-6653	26	22-2564
White Oak Home Training Dialysis	5520 CHEVIOT RD STE B	Cincinnati, OH 45247-7069	(513) 385-3580	(513) 385-4589	0	36-2687
Opelika Dialysis Center	2340 PEPPERELL PKWY	Opelika, AL 36801-6240	(334) 745-6883	(334) 745-2177	10	01-2628
Harrison Dialysis	10475 HARRISON AVE	Harrison, OH 45030-1941	(513) 202-0373	(513) 202-0819	13	36-2806
Saginaw Dialysis	311 HOYT AVE	Saginaw, MI 48607-1105	(989) 771-5094	(989) 771-5053	13	23-2586
Renal Care of Bowie	4861 TESLA DR STES G, H, J	Bowie, MD 20715-4318	(301) 809-5342	(301) 809-5539	24	21-2626
Willingboro Dialysis	230 VAN SCIVER PKWY	Willingboro, NJ 08046-1131	(609) 871-3431	(609) 871-4122	18	31-2584
Gulf Shores Dialysis Center	3947 GULF SHORES PKWY STE 150	Gulf Shores, AL 36542-2859	(251) 967-2205	(251) 967-2210	9	01-2631
NE Salem Dialysis	4792 PORTLAND RD NE	Salem, OR 97305-3920	(503) 393-2142	(503) 393-2521	13	38-2566
Santa Rosa Dialysis	5819 HIGHWAY 90	Milton, FL 32583-1763	(850) 623-8299	(850) 623-9616	12	10-2726
Germantown Dialysis	20111 CENTURY BLVD STE C	Germantown, MD 20874-9165	(301) 540-4601	(301) 540-2908	22	21-2638
Willowbrook Dialysis	12120 JONES RD STE G	Houston, TX 77070-5280	(281) 890-7288	(281) 890-7248	12	67-2538
Muscle Shoals Dialysis	712 STATE ST	Muscle Shoals, AL 35661-2940	(256) 386-7028	(256) 386-7074	10	01-2632
Rancho Cucamonga Home Training	8219 ROCHESTER AVE STE 120	Rancho Cucamonga, CA 91730-0723	(909) 466-5489	(909) 477-2098	0	55-2757
Renal Care of Lanham	4451 PARLIAMENT PL STE R	Lanham, MD 20706-1872	(301) 429-7300	(301) 459-2409	30	21-2552
Wyandotte Central Dialysis	3737 STATE AVE	Kansas City, KS 66102-3830	(913) 233-0536	(913) 233-0903	20	17-2544
Arrowhead Lakes Dialysis Center	20325 N 51ST AVE BLDG 11, STE 184 & 186	Glendale, AZ 85308-4625	(623) 533-6521	(623) 533-6579	24	03-2604
Ottumwa Dialysis	1005 PENNSYLVANIA AVE STE 101	Ottumwa, IA 52501-6408	(641) 682-1531	(641) 682-0794	12	16-2560
Kidney Care of Laurel	14631 LAUREL BOWIE RD UNITS 100-105	Laurel, MD 20707-4403	(301) 725-3559	(301) 725-3599	18	21-2538
Hialeah Artificial Kidney Center	8524 NW 103RD ST	Hialeah, FL 33016-4870	(305) 827-0576	(305) 827-0871	16	10-2834
Estrella Dialysis Center	8410 W THOMAS RD STE 100 BLDG 1	Phoenix, AZ 85037-3356	(623) 247-0808	(623) 247-9757	24	03-2612
Tully Road Home Training	1290 TULLY RD STE 60	San Jose, CA 95122-3069	(408) 275-0105	(408) 275-0115	4	55-2731
Rivertowne Dialysis	6169 LIVINGSTON RD	Oxon Hill, MD 20745-3006	(301) 839-4105	(301) 839-4106	21	21-2621
Rim Country Dialysis	809 W LONGHORN RD	Payson, AZ 85541-4280	(928) 474-7000	(928) 474-9983	6	03-2615
Woodbridge Dialysis	541 MAIN ST ATTN DAVITA DIALYSIS	Woodbridge, NJ 07095-1104	(732) 750-0639	(732) 750-0612	19	31-2629
Renal Center West Joliet	1051 ESSINGTON RD STE 160	Joliet, IL 60435-2893	(815) 725-3275	(815) 725-3833	29	14-2742
Pikesville Dialysis	6609 REISTERSTOWN RD STE 100	Baltimore, MD 21215-2662	(410) 358-1745	(410) 358-1526	22	21-2636
Apopka Dialysis	9200 Bear Lake Rd	Forest City, FL 32709-1913	(689)348-7894	(689)348-2709	24	10-2829
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
Mountaineer Dialysis	2958 ROBERT C BYRD DR	Beckley, WV 25801-4448	(304) 252-9183	(304) 252-9194	17	51-2538
Baltimore County Dialysis Center	3689 OFFUTT RD STE A	Randallstown, MD 21133-3515	(410) 922-2475	(410) 922-1506	28	21-2546
North Providence Renal Center	1635 MINERAL SPRING AVE	North Providence, RI 02904-4025	(401) 354-5340	(401) 353-7020	19	41-2506
Westbrook Dialysis	13907 W CAMINO DEL SOL STE 103	Sun City West, AZ 85375-4405	(623) 214-7088	(623) 214-0109	16	03-2621
Slidell Kidney Care	662 ROBERT BLVD	Slidell, LA 70458-1648	(985) 649-5197	(985) 649-5218	25	19-2556
Renal Care of Seat Pleasant	6274 CENTRAL AVE	Seat Pleasant, MD 20743-6128	(301) 336-6274	(301) 336-3946	21	21-2640

Central Mesa Dialysis Center	1134 E UNIVERSITY DR STE 101	Mesa, AZ 85203-8048	(480) 464-3851	(480) 668-1460	24	03-2624
Soundview Dialysis Center	1622 BRUCKNER BLVD STE 24	Bronx, NY 10473-4553	(718) 861-2334	(718) 861-4323	18	33-2590
Takoma Park Dialysis	1502 UNIVERSITY BLVD E	Hyattsville, MD 20783-4620	(301) 408-1202	(301) 434-9278	21	21-2590
East Baton Rouge Dialysis	1333 ONEAL LANE	Baton Rouge, LA 70816-1957	(225) 226-1444	(225) 272-9857	24	19-2616
Raven Dialysis Center	3540 E BASELINE RD STE 110	Phoenix, AZ 85042-9628	(602) 431-2110	(602) 431-2153	24	03-2625
Race Street Dialysis	230 N BROAD ST, FL 12	Philadelphia, PA 19102-1121	(215) 563-9383	(215) 563-9429	12	39-2831
South Arkansas Dialysis	620 W GROVE ST	El Dorado, AR 71730-4462	(870) 862-8788	(870) 862-5756	38	04-2536
Wheaton Dialysis Center	11941 GEORGIA AVE	Wheaton, MD 20902-2001	(301) 949-9620	(301) 949-9783	24	21-2576
Brookwood Dialysis Center	8910 N 43RD AVE STE 107	Glendale, AZ 85302-5340	(623) 937-2735	(623) 937-2758	24	03-2630
South Fulton Home Training	1275 E CLEVELAND AVE 1ST FLR	East Point, GA 30344-3433	(404) 305-9080	(404) 305-9084	3	11-2880
South Baldwin Dialysis Center	150 W PEACHTREE AVE	Foley, AL 36535-2244	(251) 943-4155	(251) 970-1005	13	01-2565
Brownsville Renal Center	2945 CENTRAL BLVD	Brownsville, TX 78520-8958	(956) 542-8094	(956) 542-0742	20	45-2737
Ocotillo Dialysis	975 W CHANDLER HEIGHTS RD UNIT 101	Chandler, AZ 85248-5724	(480) 802-4405	(480) 802-5390	12	03-2631
Brown Street Dialysis	4800 BROWN ST STE 201	Philadelphia, PA 19139-2105	(215) 581-4993	(215) 883-1573	33	39-2848
South County Dialysis	4145 UNION RD	Saint Louis, MO 63129-1064	(314) 894-1851	(314) 894-3879	12	26-2574
Franconia Dialysis Center	5695 KING CENTRE DR STE 105	Alexandria, VA 22315-5746	(703) 921-9506	(703) 921-9564	14	49-2623
Maryvale Dialysis Center	4845 W MCDOWELL RD STE 10A, 20A, 30A	Phoenix, AZ 85035-4076	(602) 278-8349	(602) 272-2674	24	03-2634
Lehigh Avenue Dialysis	1300 W LEHIGH AVE STE 106	Philadelphia, PA 19132-2764	(215) 223-1018	(215) 223-1019	29	39-2827
South Philadelphia Dialysis Center	109 DICKINSON ST	Philadelphia, PA 19147-6107	(215) 468-6616	(215) 271-1180	20	39-2556
Fair Oaks Dialysis	3955 PENDER DR STE 110	Fairfax, VA 22030-6091	(703) 385-5315	(703) 385-6731	13	49-2626
Renal Care of Central Memphis	1331 UNION AVE STE 101	Memphis, TN 38104-7559	(901) 278-5400	(901) 278-5200	40	44-2637
Bentonville Dialysis	1104 SE 30TH ST	Bentonville, AR 72712-4290	479-657-6220	479-657-6229	21	04-2540
Golden Glades Dialysis	15600 NW 15TH AVE STE D	Miami Gardens, FL 33169-5609	(305) 621-1328	(305) 621-6272	20	68-2556
Girard Estates Dialysis	1930 S Broad St Unit 7	Philadelphia, PA 19145-2328	(215) 463-3120	(215) 463-3107	21	39-2823
Leigh Dialysis Center	420 N CENTER DR BLDG 11-STE 128	Norfolk, VA 23502-4019	(757) 455-0060	(757) 455-0065	24	49-2629
Central Orlando Dialysis	2548 N ORANGE BLOSSOM TRL STE 400	Orlando, FL 32804-4863	(407) 246-5081	(407) 246-5192	24	10-2837
Forrest City Dialysis	1501 N WASHINGTON ST	Forrest City, AR 72335-2152	(870) 494-4022	(870) 494-4769	12	04-2585
South Valley Dialysis	17815 VENTURA BLVD STE 100	Encino, CA 91316-3600	(818) 757-4520	(818) 757-1043	25	05-2744
Petersburg Dialysis	20 MEDICAL PARK BLVD	Petersburg, VA 23805-9280	(804) 861-0967	(804) 861-0796	20	49-2594
North Colorado Springs Dialysis	6071 E WOODMEN RD STE 100	Colorado Springs, CO 80923-2610	(719) 638-1223	(719) 597-7052	15	06-2561
Renal Center of Port Arthur	3730 DRYDEN RD	Port Arthur, TX 77642-2764	(409) 983-4110	(409) 983-4118	25	45-2763
Greater Portsmouth	3110 HIGH ST	Portsmouth, VA 23707-3427	(757) 530-7461	(757) 530-7486	36	49-2618
Waterbury Dialysis Center	150 MATTATUCK HEIGHTS RD	Waterbury, CT 06705-3893	(203) 419-0488	(203) 465-0197	16	07-2533
Southeastern Dialysis Center - Burgaw	704 S DICKERSON ST	Burgaw, NC 28425-4904	(910) 259-9925	(910) 259-7067	17	34-2558
Orlando Dialysis	116 STURTEVANT ST	Orlando, FL 32806-2021	(407) 426-9212	(407) 426-7476	23	10-2623
Spring Branch Dialysis	1425 BLALOCK RD STE 100	Houston, TX 77055-4446	(713) 932-7795	(713) 932-7644	18	45-2728
Perry Dialysis	118 W MAIN ST	Perry, FL 32347-2656	(850) 584-6012	(850) 584-6040	16	10-2790
Spring Dialysis	607 TIMBERDALE LN STE 100	Houston, TX 77090-3043	(281) 880-7066	(281) 880-8287	18	45-2787
Reston Dialysis Center	530 HUNTMAR PARK DR STE D	Herndon, VA 20170-5144	(703) 437-0414	(703) 437-0498	17	49-2625
Beeville Renal Center	1905 N FRONTAGE RD	Beeville, TX 78102-2954	(361) 358-4175	(361) 358-4733	21	45-2742
Indian River Dialysis Center	2150 45TH ST UNIT 102	Vero Beach, FL 32967-6281	(772) 567-2529	(772) 567-2587	16	10-2851
Four Rivers Dialysis Center	515 EAST LN	Ontario, OR 97914-3953	(541) 889-9557	(541) 889-4649	13	38-2519
Richmond Community Dialysis	913 N 25TH ST	Richmond, VA 23223-6562	(804) 643-0506	(804) 648-0462	28	49-2599
Coastal Dialysis	4300 S PADRE ISLAND DR STE 2-2	Corpus Christi, TX 78411-4433	(361) 855-9449	(361) 855-9398	20	45-2715
Casselberry Dialysis	252 STATE ROAD 436	Casselberry, FL 32707-4943	(689) 223-5334	(589) 223-5358	20	10-2857
Burley Dialysis Center	741 N OVERLAND AVE	Burley, ID 83318-3440	(208) 677-5483	(208) 677-5498	12	13-2503
Virginia Beach Dialysis Center	740 INDEPENDENCE CIR	Virginia Beach, VA 23455-6438	(757) 499-1301	(757) 499-2499	20	49-2575
Morgan Avenue Dialysis	2222 S MORGAN AVE STE 104	Corpus Christi, TX 78405-1900	(361) 884-1113	(361) 884-1623	20	45-2800
Winter Park Hemo Dialysis	4100 METRIC DR STE 300	Winter Park, FL 32792-6832	(407) 681-7600	(407) 681-7690	24	10-2858
Batesville Dialysis Center	232 STATE ROAD 129 S	Batesville, IN 47006-7694	(812) 934-5666	(812) 934-5657	12	15-2507
Downtown Spokane Renal Center	601 W 5TH AVE STE 101	Spokane, WA 99204-2708	(509) 363-0070	(509) 363-0073	15	50-2547
Winter Park Dialysis	3727 N GOLDENROD RD STE 101	Winter Park, FL 32792-8611	(407) 657-5262	(407) 677-8641	12	10-2859
Temecula Dialysis Center	40945 COUNTY CENTER DR STE G	Temecula, CA 92591-6006	(951) 296-9744	(951) 296-9749	18	05-2735
East Evansville Dialysis	1312 PROFESSIONAL BLVD	Evansville, IN 47714-8007	(812) 491-6300	(812) 401-7554	25	15-2569
Miramar Kidney Center	2501 DYKES RD STE 200	Miramar, FL 33027-4223	(954) 431-6939	(954) 431-6993	16	10-2866
Thorn Run Dialysis	1136 THORN RUN RD STE J1	Moon Township, PA 15108-4301	(412) 269-2304	(412) 269-2840	15	39-2779
North Evansville Dialysis	1151 W BUENA VISTA RD	Evansville, IN 47710-3334	(812) 401-0140	(812) 401-0151	24	15-2536
Aventura Kidney Center	22 SW 11TH ST FL 2	Hallandale Beach, FL 33009-7065	(954) 458-0887	(954) 458-0948	12	10-2875
Jasper Dialysis	671 3RD AVE STE A	Jasper, IN 47546-3653	(812) 482-1791	(812) 482-1865	20	15-2523
Winter Garden Dialysis	1222 WINTER GARDEN VINELAND RD BLDG 3 STE 100	Winter Garden, FL 34787-4449	(407) 877-0364	(407) 877-3641	16	10-2880
Humboldt Dialysis	2214 OSBORNE ST	Humboldt, TN 38343-3044	(731) 824-2742	(731) 824-2743	25	44-2598
Lawrenceburg Dialysis Center	721 RUDOLPH WAY	Greendale, IN 47025-8378	(812) 537-4240	(812) 537-4671	16	15-2511
Selmer Dialysis	771 MULBERRY AVE	Selmer, TN 38375-2333	(731) 645-1031	(731) 645-4375	24	44-2592
Orlando Park Dialysis	5397 W COLONIAL DR STE 120	Orlando, FL 32808-7647	(407) 532-3109	(407) 532-4881	24	10-2884
Georgetown Home Training	2233 WISCONSIN AVE NW STE 215	Washington, DC 20007-4119	(202) 337-1431	(202) 337-1625	4	09-2516
Tell City Dialysis Center	1602 MAIN ST	Tell City, IN 47586-1310	(812) 547-1140	(812) 547-1150	12	15-2574
East Tampa Dialysis	1701 E 9TH AVE	Ybor City, FL 33605-3801	(813) 247-1820	(813) 247-3129	21	10-2886
Atlantic Artificial Kidney Center	6 INDUSTRIAL WAY W STE B	Eatontown, NJ 07724-2258	(732) 460-1414	(732) 460-0080	27	31-2537
Daviess County Dialysis	310 NE 14TH ST	Washington, IN 47501-2137	(812) 254-9950	(812) 254-9960	14	15-2568
Harrisonville Renal Center	308 GALAXIE AVE	Harrisonville, MO 64701-2084	(816) 380-2004	(816) 380-7692	12	26-2523
Wesley Chapel Dialysis	2255 GREEN HEDGES WAY	Wesley Chapel, FL 33544-8183	(813) 973-0153	(813) 973-0673	6	10-2887
TRC/USC Kidney Center	2310 ALCAZAR ST	Los Angeles, CA 90033-5327	(323) 441-9966	(323) 441-9960	59	05-2794
Bardstown Dialysis Center	210 W JOHN FITCH AVE	Bardstown, KY 40004-1115	(502) 350-1130	(502) 350-1125	10	18-2568
Hazel Crest Renal Center	3470 W 183RD ST	Hazel Crest, IL 60429-2428	(708) 799-3101	(708) 799-3320	20	14-2622
Pinellas West Shore Dialysis	3451 66TH ST N STE A	Saint Petersburg, FL 33710-1568	(727) 345-8389	(727) 345-8410	12	10-2889
Taylor County Dialysis Center	1595 OLD LEBANON RD	Campbellsville, KY 42718-3372	(270) 465-0787	(270) 789-3626	13	18-2518
Forest Park Dialysis Center	380 FOREST PKWY STE C	Forest Park, GA 30297-2107	(404) 361-0646	(404) 361-0727	18	11-2692
Dialysis of Central Kentucky	2807 RING ROAD	Elizabethtown, KY 42701-9114	(270) 735-1883	(270) 360-8982	17	18-2504
Winter Park Home PD Dialysis	4100 METRIC DR STE 200	Winter Park, FL 32792-6832	(407) 681-8730	(407) 681-8739	2	10-2823
North Henry Dialysis	3546 HIGHWAY 138 SE STE 150	Stockbridge, GA 30281-4170	(770) 507-7169	(678) 289-9223	31	11-2784
Woodlawn Dialysis	5060 S STATE ST	Chicago, IL 60609-5328	(773) 285-1840	(773) 285-3485	32	14-2721
Paintsville Dialysis Center	4750 S KY ROUTE 321	Hagerhill, KY 41222-9012	(606) 789-1101	(606) 789-7818	12	18-2548
Union City Dialysis	6851 SHANNON PKWY STE 200	Union City, GA 30291-2049	(770) 774-9033	(770) 774-3189	20	11-2788
Kenwood Home Training	4259 S COTTAGE GROVE AVE STE 200	Chicago, IL 60653-2929	(773) 924-5948	(773) 924-6061	0	14-2720
Gardenside Dialysis	70 N GARDENMILE RD	Henderson, KY 42420-5529	(270) 830-0050	(270) 830-0051	15	18-2544
Lakewood Ranch Dialysis	8470 COOPER CREEK BLVD	University Park, FL 34201-2020	(941) 359-0676	(941) 358-7012	12	10-2733
Athens East Dialysis	2026 S MILLEDGE AVE STE A2	Athens, GA 30605-6480	(706) 549-3082	(706) 549-3802	19	11-2789
Upstate Dialysis Center	308 MILLS AVE	Greenville, SC 29605-4022	(864) 271-3700	(864) 271-7929	34	42-2540
LaGrange Dialysis	240 PARKER DR	La Grange, KY 40031-1200	(502) 222-5527	(502) 225-6356	12	18-2572
Las Cruces Renal Center	3961 E LOHMAN AVE STE 29	Las Cruces, NM 88011-8272	(575) 532-9437	(575) 521-7348	20	32-2527
Tifton Dialysis	624 LOVE AVE	Tifton, GA 31794-4406	(229) 382-1497	(229) 386-4748	16	11-2794
Northriver Home Dialysis	1850 MCFARLAND BLVD N STE B	Tuscaloosa, AL 35406-2138	(659) 734-2949	(659) 734-3561	0	01-2619
New Orleans Uptown Dialysis	1401 FOUCHER ST # 4	New Orleans, LA 70115-3515	(504) 897-8530	(504) 897-8790	20	19-2581
Leitchfield Dialysis	912 WALLACE AVE STE 106	Leitchfield, KY 42754-2405	(270) 230-0163	(270) 230-0173	10	18-2574
Lees Summit Renal Center	100 NE MISSOURI RD STE 100	Lees Summit, MO 64086-4702	(816) 524-3312	(816) 524-3321	17	26-2617
Cordele Dialysis Center	1013 E 16TH AVE	Cordele, GA 31015-1539	(229) 273-0163	(229) 273-5849	20	11-2796
Utica Avenue Dialysis Center	1305 UTICA AVE	Brooklyn, NY 11203-5911	(718) 629-3900	(718) 629-6315	30	33-2556

Louisville Dialysis	8037 DIXIE HWY	Louisville, KY 40258-1344	(502) 937-9111	(502) 937-3911	24	18-2570
Kidney Dialysis Center	640 MARTIN LUTHER KING JR BLVD STE 100	Macon, GA 31201-3297	(478) 742-5850	(478) 742-5860	26	11-2803
Camelot Dialysis Center	1800 CAMELOT DR STE 100	Virginia Beach, VA 23454-2440	(757) 481-6879	(757) 496-0187	25	49-2517
Owensboro Dialysis Center	1930 E PARRISH AVE	Owensboro, KY 42303-1443	(270) 926-0120	(270) 691-9865	25	18-2547
Renal Care of Marion	1120 STATE HIGHWAY 77 STE 2	Marion, AR 72364-9046	(870) 735-4087	(870) 735-4062	24	04-2573
Snellville Dialysis	2135 MAIN ST E STE 130	Snellville, GA 30078-6424	(770) 979-3117	(770) 979-3640	18	11-2806
Sioux City Dialysis	5865 SUNNYBROOK DR	Sioux City, IA 51106-4203	(712) 274-8068	(712) 276-3877	12	16-2561
Walker County Dialysis	260 6TH AVE NW	Jasper, AL 35504-7419	(205) 384-6919	(205) 221-6415	13	01-2533
Raven Rock Dialysis	483 GATEWAY INDUSTRIAL PARK	Jenkins, KY 41537-9209	(606) 832-2070	(606) 832-2345	11	18-2566
Marion County Dialysis	3834 S EMERSON AVE BLDG B	Indianapolis, IN 46203-5902	(317) 787-3171	(317) 786-8319	24	15-2512
Pooler Dialysis	54 TRADERS WAY	Pooler, GA 31322-4158	(912) 748-1018	(912) 748-4187	16	11-2811
Lacey Dialysis	5200 YELM HWY SE	Lacey, WA 98503-5002	(564) 464-7847	(564) 464-7881	20	50-2607
Wausau Dialysis	2600 STEWART AVE STE 144	Wausau, WI 54401-1403	(715) 841-1708	(715) 845-6353	26	52-2593
Renal Care of Midtown Memphis	1166 MONROE AVE	Memphis, TN 38104-6614	(901) 722-2012	(901) 722-2919	24	44-2646
Shamrock Dialysis	1016 CLAXTON DAIRY RD STE 1A	Dublin, GA 31021-7971	(478) 275-4200	(478) 275-4225	16	11-2813
Lawndale Dialysis	3934 W 24TH ST	Chicago, IL 60623-3371	(773) 277-0578	(773) 542-1381	16	14-2768
West Florida Dialysis	8333 N DAVIS HWY 1ST FLOOR ATTN DIALYSIS ROOM	Pensacola, FL 32514-6050	(850) 474-8424	(850) 969-2879	27	10-2518
Battle Creek Dialysis	220 E GOODALE AVE	Battle Creek, MI 49037-2728	(269) 968-8401	(269) 968-8410	20	23-2617
Renal Care of Memphis North	4913 RALEIGH COMMON DR STE 100	Memphis, TN 38128-2485	(901) 937-0650	(901) 385-0740	19	44-2640
Peachtree City Dialysis	2830 W HWY 54 BLDG 100 STE J AND K	Peachtree City, GA 30269-1026	(678) 364-9165	(678) 364-9823	16	11-2815
Wharton Dialysis	103 W AHLDAG ST	Wharton, TX 77488-2407	(979) 282-8484	(979) 282-8489	26	67-2572
Naples Renal Center	6625 HILLWAY CIR	Naples, FL 34112-8756	(239) 775-9454	(239) 732-1391	19	10-2809
Georgia Dialysis for Adolescents and Pediatrics	4434 HUGH HOWELL RD	Tucker, GA 30084-4905	(770) 491-7187	(770) 491-7192	16	11-2816
Etowah Dialysis	109 GRADY RD	Etowah, TN 37331-1903	(423) 263-3666	(423) 263-3758	16	44-2715
Spokane Valley Renal Center	12610 E MIRABEAU PKWY STE 100	Spokane Valley, WA 99216-1450	(509) 228-9933	(509) 228-9399	13	50-2537
Satilla River Dialysis	308 CARSWELL AVE	Waycross, GA 31501-4762	(912) 285-1663	(912) 285-3078	16	11-2817
Wyandotte County Dialysis	5001 STATE AVE	Kansas City, KS 66102-3459	(913) 287-5724	(913) 596-1370	21	17-2523
English Village Dialysis	11707 WHITTIER AVE	Detroit, MI 48224-1537	(313) 509-1653	(313) 509-1655	17	23-2584
Las Vegas Renal Center	2333 RENAISSANCE DR	Las Vegas, NV 89119-6191	(702) 740-8580	(702) 740-8684	14	29-2507
Magnolia Oaks Dialysis	2377 HWY 196 W	Hinesville, GA 31313-8036	(912) 368-2710	(912) 368-2714	20	11-2831
Yonkers Dialysis Center	575 YONKERS AVE	Yonkers, NY 10704-2601	(914) 377-2370	(914) 377-2970	21	33-2602
Green Valley Dialysis	1489 W WARM SPRINGS RD STE 122	Henderson, NV 89014-7637	(702) 450-8877	(702) 450-8887	18	29-2517
Caldwell Dialysis Center	4716 BEACON LN	Caldwell, ID 83605-4834	(208) 454-8260	(208) 454-8204	12	13-2518
Flint Dialysis Center	2 HURLEY PLZ STE 115	Flint, MI 48503-5904	(810) 239-9920	(810) 262-6676	20	23-2608
Northwest Georgia Dialysis	260 HOSPITAL RD	Canton, GA 30114-2409	(678) 880-3939	(770) 479-9466	19	11-2765
Kankakee County Dialysis	581 WILLIAM R LATHAM SR DR STE 104	Bourbonnais, IL 60914-2439	(815) 936-3088	(815) 936-3756	16	14-2685
Lincoln Park Dialysis	2484 N ELSTON AVE	Chicago, IL 60647-2002	(773) 278-4403	(773) 489-6986	25	14-2528
Sanford Dialysis	902 S PERSIMMON AVE	Sanford, FL 32771-2320	(689) 300-5824	(689) 300-5841	24	10-2827
Wayne County Dialysis	303 NW 11TH ST STE 1	Fairfield, IL 62837-1203	(618) 842-7204	(618) 842-7279	8	14-2688
Crystal City Dialysis Center	960 S TRUMAN BLVD	Festus, MO 63028-3714	(636) 937-5761	(636) 937-5774	12	26-2524
Ballenger Pointe Dialysis	2262 S BALLENGER HWY	Flint, MI 48503-3447	(810) 232-9004	(810) 235-8006	20	23-2624
Vandalia Dialysis	301 MATTES AVE	Vandalia, IL 62471-2061	(618) 283-1366	(618) 283-1390	8	14-2693
Comprehensive Renal Care - Michigan City	9836 WEST 400 NORTH	Michigan City, IN 46360-2910	(219) 878-1989	(219) 878-9569	16	15-2546
PDI-Grand Haven	16964 ROBBINS RD STE 203	Grand Haven, MI 49417-2796	(616) 847-2825	(616) 847-4428	12	23-2563
Edwardsville Dialysis	235 S BUCHANAN ST	Edwardsville, IL 62025-2108	(618) 692-9217	(618) 692-9439	8	14-2701
West St. Paul Dialysis Unit	1555 LIVINGSTON AVE	West St Paul, MN 55118-3411	(651) 455-2995	(651) 455-4368	20	24-2505
PDI-Grand Rapids	801 CHERRY ST SE	Grand Rapids, MI 49506-1440	(616) 458-5100	(616) 458-5200	36	23-2565
Adams County Dialysis	436 N 10TH ST	Quincy, IL 62301-2601	(217) 223-7913	(217) 223-1369	19	14-2711
PDI-Grand Rapids East	1230 EKHART ST NE	Grand Rapids, MI 49503-1372	(616) 742-8930	(616) 742-0456	25	23-2588
South Holland Renal Center	16110 LA SALLE ST	South Holland, IL 60473-1299	(708) 331-7697	(708) 331-7698	27	14-2544
Big Oaks Dialysis	5623 W TOUHY AVE	Niles, IL 60714-4019	(847) 647-3140	(847) 647-5006	12	14-2712
Mitchell Dialysis	819 E SPRUCE ST STE 100	Mitchell, SD 57301-4800	(605) 996-0097	(605) 996-0679	12	43-2505
PDI-Highland Park	64 VICTOR ST	Highland Park, MI 48203-3128	(313) 852-7700	(313) 852-7704	28	23-2570
North Spokane Renal Center	7701 N DIVISION ST	Spokane, WA 99208-5615	(509) 465-1729	(509) 465-1812	13	50-2538
Robinson Dialysis	1215 N ALLEN ST STE B	Robinson, IL 62454-1100	(618) 544-7092	(618) 544-7370	9	14-2714
Bloomington Dialysis Unit of TRC	8591 LYNDALE AVE S	Bloomington, MN 55420-2237	(952) 703-5888	(952) 703-5889	20	24-2547
Cornerstone Dialysis	23857 GREENFIELD RD	Southfield, MI 48075-3122	(248) 569-6111	(248) 569-1049	25	23-2512
Kansas City Renal Center	4333 MADISON AVE STE 100	Kansas City, MO 64111-3434	(816) 756-0645	(816) 756-1726	24	26-2564
Westland Dialysis	36588 FORD RD	Westland, MI 48185-3769	(734) 721-1030	(734) 721-0833	16	23-2622
Marshall Renal Center	359 W MORGAN ST	Marshall, MO 65340-1929	(660) 886-9080	(660) 886-9033	8	26-2581
Corydon Dialysis Center	1937 OLD HWY 135 NW	Corydon, IN 47112-2013	(812) 738-5200	(812) 738-4935	12	15-2619
Grants Pass II Dialysis	1055 REDWOOD AVE	Grants Pass, OR 97527-5525	(541) 479-0545	(541) 479-4271	12	38-2565
Burnsville Dialysis Unit	501 E NICOLLET BLVD STE 150	Burnsville, MN 55337-6784	(952) 892-1117	(952) 892-6644	20	24-2515
Ypsilanti Dialysis	2766 WASHTENAW RD	Ypsilanti, MI 48197-1506	(734) 528-9280	(734) 528-1139	16	23-2568
Munroe Falls Dialysis	265 N MAIN ST	Munroe Falls, OH 44262-1090	(330) 689-1400	(330) 689-1408	13	36-2651
Bethel Park Dialysis	6000 ALICIA DR	Bethel Park, PA 15102-1850	(412) 833-2612	(412) 835-2527	4	39-2808
Chesterton Dialysis	711 PLAZA DR STE 6	Chesterton, IN 46304-5506	(219) 926-6049	(219) 929-9201	12	15-2628
Cheltenham Dialysis	133 CHELTENHAM AVE	Cheltenham, PA 19012-1301	(215) 635-1870	(215) 635-1857	21	39-2810
Weimar Dialysis	407 E SOUTH ST	Weimar, TX 78962-2913	(979) 725-2266	(979) 725-2265	8	67-2851
Cielo Vista Dialysis	7200 GATEWAY BLVD E STE B	El Paso, TX 79915-1301	(915) 771-6893	(915) 771-6897	24	45-2707
Parma Dialysis Center	6735 AMES RD	Parma, OH 44129-5601	(440) 743-0690	(440) 743-0685	20	36-2620
Waukegan Home Training	3350 GRAND AVE STE 101	Waukegan, IL 60085-2206	(847) 599-6057	(847) 599-9052	0	14-2567
Princeton Dialysis	2227 SHERMAN DR	Princeton, IN 47670-1062	(812) 385-2906	(812) 385-3293	12	15-2629
Mesa Vista Dialysis	1211 E CLIFF DR STE C	El Paso, TX 79902-4734	(915) 533-8147	(915) 533-8593	25	45-2758
Waukegan Renal Center	3350 GRAND AVE STE 100	Waukegan, IL 60085-2206	(847) 782-0640	(847) 599-9563	24	14-2577
Portage Dialysis	5823 US HIGHWAY 6	Portage, IN 46368-4851	(219) 764-0564	(219) 764-0809	16	15-2630
Montage Home Dialysis	3409 BIRNEY AVE	Moosic, PA 18507-1505	(570) 344-1745	(570) 344-1097	0	39-2811
Central City Dialysis	1310 MURCHISON DR STE 200	El Paso, TX 79902-4821	(915) 533-8503	(915) 533-8379	28	45-2651
Seneca Dialysis	10 ST LAWRENCE DR	Tiffin, OH 44883-8310	(419) 443-1051	(419) 443-1142	13	36-2622
Willamette Valley Renal Center	1510 DIVISION ST SUITE 90	Oregon City, OR 97045-1572	(503) 557-1373	(503) 557-1087	13	38-2520
Maize Dialysis Center	10001 W GRADY AVE	Maize, KS 67101-3747	(316) 773-1400	(316) 773-1412	24	17-2548
Loma Vista Dialysis Center	1382 LOMALAND DR STE A	El Paso, TX 79935-5204	(915) 591-0834	(915) 591-5029	48	45-2741
Florida Renal Center	5300 W FLAGLER ST	Coral Gables, FL 33134-1148	(305) 443-5702	(305) 443-5176	20	10-2840
Live Oak Dialysis	6700 RANDOLPH BLVD STE 101	Live Oak, TX 78233-4222	(210) 590-0103	(210) 590-0813	20	45-2570
West Virginia Dialysis	300 PROSPERITY LN STE 150	Logan, WV 25601-3743	(304) 752-2700	(304) 752-5656	13	51-2518
Lincoln Way Dialysis	1303 LINCOLN WAY STE A	White Oak, PA 15131-1645	(412) 673-1191	(412) 678-1746	14	39-2719
Turfway Dialysis	11 SPIRAL DR STE 15	Florence, KY 41042-1394	(859) 371-1263	(859) 647-6085	16	18-2582
Franklin Township Dialysis	80 WESTGATE PLZ	Franklin, NC 28734-1422	(828) 369-1957	(828) 524-6576	12	34-2696
Stone Oak Dialysis	731 CARNOUSTIE DR STE 101	San Antonio, TX 78258-4800	(210) 403-2162	(210) 499-0884	20	45-2623
Tuscaloosa Dialysis	805 OLD MILL ST	Tuscaloosa, AL 35401-7132	(205) 752-6363	(205) 752-6566	19	01-2545
Lincoln Lakes Regional Dialysis	250 ENFIELD RD	Lincoln, ME 04457-0367	(207) 794-6095	(207) 794-6190	8	20-2513
Maysville Dialysis	489 TUCKER DR	Maysville, KY 41056-9111	(606) 759-0923	(606) 759-4915	12	18-2589
HEB Dialysis Center	1809 FOREST RIDGE DR	Bedford, TX 76022-7961	(817) 545-4509	(817) 545-7392	21	45-2583
Demopolis Dialysis	305 S CEDAR AVE	Demopolis, AL 36732-2231	(334) 289-1394	(334) 289-1015	22	01-2543
Meadows East Dialysis	2529 SIX MILE LN	Louisville, KY 40220-2934	(502) 499-4384	(502) 499-4990	12	18-2592
Pearland Dialysis	6516 BROADWAY ST STE 122	Pearland, TX 77581-7879	(281) 412-7422	(281) 412-7791	20	45-2845

Greene County Dialysis	544 US HIGHWAY 43	Eutaw, AL 35462-4017	(205) 372-4000	(205) 372-4055	12	01-2550
Dallas Home Training	6200 LBJ FREEWAY STE 100	Dallas, TX 75240-6355	(214) 466-7233	(214) 393-4738	0	45-2857
Williamstown Dialysis	103 BARNES RD STE A	Williamstown, KY 41097-9468	(859) 823-0500	(859) 823-0588	12	18-2595
Houston Kidney Center Cypress Station	72 CYPRESS CREEK PKWY	Houston, TX 77090-3531	(281) 580-6157	(281) 580-6850	32	45-2784
Fayette Dialysis	2450 TEMPLE AVE N	Fayette, AL 35555-1160	(205) 932-8500	(205) 932-8332	10	01-2548
South Williamson Dialysis	204 APPALACHIAN PLAZA	South Williamson, KY 41503-9404	(606) 237-6221	(606) 237-6223	17	18-2598
Lumbee River Dialysis	11016 RED SPRINGS RD	Red Springs, NC 28377-8060	(910) 843-3205	(910) 843-1694	15	34-2698
Valley Ranch Dialysis	22118 MARKET PLACE DR STE 100	New Caney, TX 77357-2110	(281) 577-0006	(281) 354-1728	20	45-2646
Tuscaloosa University Dialysis	220 15TH ST	Tuscaloosa, AL 35401-3523	(205) 345-6004	(205) 345-5071	24	01-2502
Shepherdsville Dialysis Center	150 BROOKS WAY STE 15	Brooks, KY 40109-6105	(502) 955-2153	(502) 955-2174	12	18-2600
Biltmore Home Training	10 MCDOWELL ST STE 110	Asheville, NC 28801-4104	(828) 255-2839	(828) 251-8366	10	34-2695
Victoria Dialysis Center	1405 VICTORIA STATION DR	Victoria, TX 77901-3092	(361) 576-9907	(361) 576-3979	27	45-2658
Birmingham North Dialysis	1917 32ND AVE N	Birmingham, AL 35207-3333	(205) 297-9052	(205) 297-9058	24	01-2589
Deltona Dialysis	1200 DELTONA BLVD STE 26	Deltona, FL 32725-6389	(386) 574-0225	(386) 574-6460	21	10-2616
Hamburg Dialysis	1745 ALYSHEBA WAY	Lexington, KY 40509-9013	(859) 543-0084	(859) 543-0619	12	18-2601
Timber Creek Dialysis	1001 S ANNIE GLIDDEN RD	Dekalb, IL 60115-8250	(815) 748-3074	(815) 748-3148	12	14-2763
North Houston Dialysis Center	8621 FULTON ST	Houston, TX 77022-2021	(713) 699-3748	(713) 699-3558	24	45-2678
Bourbon County Dialysis	213 LETTON DR PARIS TOWNE SQUARE	Paris, KY 40361-2251	(859) 988-1117	(859) 988-1978	12	18-2603
Five Rivers Dialysis	4750 N MAIN ST	Dayton, OH 45405-5021	(937) 278-5139	(937) 278-5722	17	36-2803
Tomball Dialysis Center	27720A TOMBALL PKWY	Tomball, TX 77375-6472	(281) 351-6802	(281) 351-6805	25	45-2743
Ensley Dialysis	2630 AVENUE E	Birmingham, AL 35218-2163	(205) 786-1371	(205) 786-5175	24	01-2585
Greer South Dialysis	3254 BRUSHY CREEK RD	Greer, SC 29650-1000	(864) 801-2065	(864) 801-2742	21	42-2611
12th Street Covington Dialysis	1500 JAMES SIMPSON JR WAY STE 1100	Covington, KY 41011-0802	(859) 261-4345	(859) 261-4378	17	18-2604
Eagle Valley Dialysis	166 EAGLES GLEN PLZ	East Stroudsburg, PA 18301-1349	(570) 424-5307	(570) 421-2561	13	39-2821
Conroe Dialysis Center	233 I-45 N	Conroe, TX 77304-2307	(936) 760-2240	(936) 760-2238	16	45-2708
Northport Dialysis	2401 HOSPITAL DR	Northport, AL 35476-3392	(205) 339-8882	(205) 339-8807	14	01-2570
Versailles Dialysis	480 LEXINGTON RD STE E	Versailles, KY 40383-1918	(859) 256-0110	(859) 256-0115	12	18-2606
Allen Park Home Training	16407 SOUTHFIELD RD STE B	Allen Park, MI 48101-2571	(313) 666-3518	(313) 666-3535	0	23-2747
Hill Country Dialysis (fka Hill Country Dialysis Center of San Marcos)	1250 DACY LN	Kyle, TX 78640-4921	(512) 268-2523	(512) 268-1542	12	45-2769
Rainbow City Dialysis	2800 RAINBOW DR	Rainbow City, AL 35906-5811	(256) 413-3245	(256) 413-3289	16	01-2542
Seton Drive Dialysis	4800 SETON DR	Baltimore, MD 21215-3210	(410) 585-0446	(410) 585-0448	12	21-2653
Ankeny Dialysis	2625 N ANKENY BLVD	Ankeny, IA 50023-4704	(515) 963-3174	(515) 964-3620	12	16-2557
Waterloo Dialysis Center	5310 BURNET RD UNIT 122	Austin, TX 78756-2003	(512) 420-9403	(512) 420-9640	24	45-2696
Gadsden Dialysis	409 S 1ST ST	Gadsden, AL 35901-5358	(256) 547-2511	(256) 547-8521	24	01-2501
Northwest Dialysis Center	2245 ROLLING RUN DR STE 1	Windsor Mill Manor, MD 21244-1858	(410) 265-0158	(410) 944-4686	21	21-2655
Birmingham East Dialysis	1105 E PARK DR	Birmingham, AL 35235-2560	(205) 833-6003	(205) 836-5157	16	01-2508
Sooner Dialysis	1561 N PORTER AVE	Norman, OK 73071-6621	(405) 329-3830	(405) 329-3791	20	37-2562
District Heights Dialysis	5701 SILVER HILL RD	District Heights, MD 20747-1102	(301) 817-0010	(301) 817-0019	18	21-2657
Sheffield Dialysis	1120 S JACKSON HWY ST 107	Sheffield, AL 35660-5770	(256) 381-8004	(256) 381-8199	12	01-2551
Calverton Dialysis	4780 CORRIDOR PL STE C	Beltsville, MD 20705-1165	(301) 595-0231	(301) 595-3439	12	21-2663
Florence Dialysis	422 E DR HICKS BLVD STE B	Florence, AL 35630-5730	(256) 764-5050	(256) 767-3728	18	01-2529
Commerce Township Dialysis	120 W COMMERCE RD	Commerce Township, MI 48382-3915	(248) 363-4862	(248) 363-5238	12	23-2637
Coral Hills Dialysis	4797 MARLBORO PIKE	Capitol Heights, MD 20743-5213	(301) 420-1513	(301) 420-3912	19	21-2683
Neptune Dialysis Center	2180 BRADLEY AVE	Neptune, NJ 07753-4427	(732) 775-2725	(732) 775-0500	18	31-2567
Boaz Dialysis	16 CENTRAL HENDERSON RD	Boaz, AL 35957-5922	(256) 840-5931	(256) 840-1951	12	01-2594
Ionia Dialysis	2622 HEARTLAND BLVD	Ionia, MI 48846-8757	(616) 522-0265	(616) 522-0298	12	23-2638
Bricktown Dialysis Center	525 JACK MARTIN BLVD STE 200	Brick, NJ 08724-7737	(732) 836-9669	(732) 836-9709	18	31-2562
Birmingham Central Dialysis	728 RICHARD ARRINGTON JR BLVD S	Birmingham, AL 35233-2106	(205) 250-6760	(205) 297-9190	32	01-2592
North Shepherd Dialysis	7272 N SHEPHERD DR BLDG B	Houston, TX 77091-2435	(713) 697-1115	(713) 697-1116	30	67-2518
Kalamazoo Central Dialysis	535 S BURDICK ST STE 110	Kalamazoo, MI 49007-5261	(269) 343-0251	(269) 343-0266	10	23-2639
Ellijay Home Training	449 INDUSTRIAL BLVD STE 245	Ellijay, GA 30540-3772	(706) 276-6040	(706) 276-6041	0	11-2872
Russellville Dialysis	14897 HIGHWAY 43	Russellville, AL 35653-1954	(256) 332-7044	(256) 332-8959	10	01-2602
Palmetto Dialysis	317 PROFESSIONAL PARK RD	Clinton, SC 29325-7625	(864) 833-0717	(864) 833-6020	21	42-2578
Joliet Home Dialysis	368 S WEBER RD	Romeoville, IL 60446-6521	(815) 254-6657	(815) 254-6648	0	14-2776
Franklin Dialysis Center	150 S INDEPENDENCE MALL W STE 101	Philadelphia, PA 19106-3400	(215) 922-2801	(215) 922-2817	28	39-2531
Stonecrest Dialysis	1302 E STATE ST	Rockford, IL 61104-2228	(815) 968-5794	(815) 968-8669	12	14-2615
Clinton Township Dialysis	15918 19 MILE RD STE 110	Clinton Township, MI 48038-1101	(586) 412-9195	(586) 412-9196	16	23-2647
Beltline Home Training	330 E BELTLINE AVE NE STE 210	Grand Rapids, MI 49506-1267	(616) 285-7081	(616) 285-7096	0	23-2693
West Shore Dialysis	550 N 12TH ST STE 110	Lemoyne, PA 17043-1242	(717) 737-3272	(717) 730-7139	13	39-2534
Athens Dialysis	15953 ATHENS LIMESTONE DR	Athens, AL 35613-2214	(256) 233-4730	(256) 233-4755	20	01-2517
Anaheim Hills Dialysis	4201 E LA PALMA AVE	Anaheim, CA 92807-1815	(714) 996-2900	(714) 996-2969	21	55-2545
Orchard Square Dialysis	1900 S TELEGRAPH RD STE 200	Bloomfield Hills, MI 48302-0238	(248) 451-0954	(248) 451-0681	20	23-2656
Meadowhawk Dialysis	491 COLEMANS XING COLEMAN'S CROSSING CENTER	Marysville, OH 43040-7068	(937) 642-0676	(937) 642-0412	9	36-2807
Dialysis Center at Oxford Court	930 TOWN CENTER DR STE G100	Langhorne, PA 19047-4260	(215) 750-9831	(215) 750-9837	13	39-2644
Dothan Dialysis	216 GRACELAND DR	Dothan, AL 36305-7346	(334) 793-4077	(334) 793-2404	27	01-2506
Cerritos Dialysis	19222 PIONEER BLVD STE 101	Cerritos, CA 90703-6603	(562) 924-9990	(562) 924-9955	21	05-2896
West Bloomfield Dialysis	6010 W MAPLE RD STE 215	West Bloomfield, MI 48322-4406	(248) 539-1025	(248) 539-2986	10	23-2661
South Bend West Dialysis	5660 NIMTZ PKWY	South Bend, IN 46628-6205	(574) 231-7570	(574) 231-7571	12	15-2659
Palmerton Dialysis Center	185 DELAWARE AVE STE C	Palmerton, PA 18071-1716	(610) 826-5929	(610) 826-4552	10	39-2584
Ozark Dialysis	195 BUNTING DR	Ozark, AL 36360-1101	(334) 774-1410	(334) 774-2690	19	01-2544
Garfield Kidney Center	414 N HOMAN AVE	Chicago, IL 60624-1646	(773) 265-0750	(773) 826-6429	24	14-2777
St. Louis Park Dialysis Center	3505 LOUISIANA AVE S	Saint Louis Park, MN 55426-4121	(952) 285-1400	(952) 285-1406	28	24-2554
Zillah Dialysis	823 ZILLAH WEST RD STE 300	Zillah, WA 98953-9548	(509) 829-0209	(509) 829-3052	10	50-2571
West Texas Dialysis	5595 ALAMEDA AVE STE B	El Paso, TX 79905-2915	(915) 881-0254	(915) 772-2823	21	45-2720
Central Little Rock Dialysis	6 FREEWAY DR STE 100	Little Rock, AR 72204-2486	(501) 664-6754	(501) 296-9942	20	04-2571
Minneapolis Uptown Dialysis	3601 LYNDALE AVE S	Minneapolis, MN 55409-1103	(612) 825-4583	(612) 825-4651	12	24-2568
Red Mountain Home Training Dialysis	300B 22ND STREET S	Birmingham, AL 35233-2209	(205) 250-6757	(205) 458-0146	0	01-2670
Fairfield Dialysis Center	4660 CENTRAL WAY	Fairfield, CA 94534-1803	(707) 863-7369	(707) 863-7384	32	05-2618
Tucson South Central Dialysis	2024 E IRVINGTON RD STE 7	Tucson, AZ 85714-1825	(520) 573-0200	(520) 573-0210	30	03-2589
Palmdale Regional	1643 E PALMDALE BLVD	Palmdale, CA 93550-4847	(661) 540-0925	(661) 540-0930	24	05-2869
East River Road Dialysis	5301 E RIVER RD STE 117	Fridley, MN 55421-3778	(763) 571-5556	(763) 571-7882	12	24-2569
Arvin Dialysis	902 BEAR MOUNTAIN BLVD	Arvin, CA 93203-1317	(661) 854-3699	(661) 854-5118	16	55-2753
Pleasanton Dialysis Center	5720 STONERIDGE MALL RD STE 160	Pleasanton, CA 94588-2882	(925) 737-0120	(925) 737-0155	22	05-2568
Nogales Dialysis	1605 N INDUSTRIAL PARK DR STE H	Nogales, AZ 85621-4577	(520) 281-5779	(520) 281-5873	16	03-2543
Mt Pleasant Dialysis	404 S CRAPO ST	Mount Pleasant, MI 48858-2944	(989) 779-8724	(989) 779-8894	15	23-2675
Maple Grove Dialysis Unit	15655 GROVE CIR N	Maple Grove, MN 55369-4489	(763) 420-2804	(763) 420-7162	12	24-2571
Dinuba Dialysis	510 E NORTH WAY	Dinuba, CA 93618-1653	(559) 595-9462	(559) 595-9471	20	55-2740
Chico Dialysis Center	530 COHASSET RD	Chico, CA 95926-2212	(530) 895-8966	(530) 895-0419	21	05-2553
Sells Dialysis	HWY 86 MILEPOST 113 PO BOX 3030	Sells, AZ 85634-3030	(520) 383-1701	(520) 383-3667	28	03-2513
The Christ Hospital Dialysis	2139 AUBURN AVE 1 WEST	Cincinnati, OH 45219-2906	(513) 585-0314	(513) 585-3942	15	36-2822
Highland Park Dialysis	1559 7TH ST W	Saint Paul, MN 55102-4243	(651) 222-7139	(651) 224-3655	12	24-2573
Hawthorne Dialysis	14204 PRAIRIE AVE	Hawthorne, CA 90250-7908	(310) 349-1174	(310) 349-1903	25	55-2744

Redding Dialysis Center	1876 PARK MARINA DR	Redding, CA 96001-0913	(530) 246-7474	(530) 246-0179	28	05-2528
Sierra Vista Dialysis	629 N HIGHWAY 90 BYP STE 6	Sierra Vista, AZ 85635-2257	(520) 459-7791	(520) 459-7129	20	03-2520
Johnson County Dialysis	10453 W 84TH TER	Lenexa, KS 66214-1641	(913) 492-2044	(913) 492-2451	26	17-2501
Sun Ray Dialysis Unit	1744 OLD HUDSON RD	Saint Paul, MN 55106-6118	(651) 793-5191	(651) 774-6520	12	24-2574
Stevens Creek Dialysis	275 DI SALVO AVE	San Jose, CA 95128-1628	(408) 297-0103	(408) 297-2265	24	55-2738
Ash Tree Dialysis	2666 N GROVE INDUSTRIAL DR STE 106	Fresno, CA 93727-1552	(559) 251-1919	(559) 251-1333	36	55-2563
Angleton Dialysis	102 E HOSPITAL DR	Angleton, TX 77515-4146	(979) 864-4330	(979) 864-4339	20	67-2524
Tazewell County Dialysis	1021 COURT ST STE A	Pekin, IL 61554-4817	(309) 478-1000	(309) 346-1369	8	14-2767
Duncan Dialysis Center	2845 W ELK AVE BLDG 400	Duncan, OK 73533-1981	(580) 470-8542	(580) 470-8891	12	37-2522
Pascua Yaqui Tribe Dialysis	7490 S CAMINO DE OESTE	Tucson, AZ 85746-9308	(520) 879-6161	(520) 578-3655	13	03-2573
Lake Jackson Dialysis	450 THIS WAY ST STE A	Lake Jackson, TX 77566-5152	(979) 299-6565	(979) 299-6568	24	67-2500
RTC-Columbia Dialysis	1701 E BROADWAY STE G102	Columbia, MO 65201-8029	(573) 442-0573	(573) 442-3498	12	26-2611
Eagle Highlands Dialysis	6925 SHORE TER	Indianapolis, IN 46254-4675	(317) 295-0423	(317) 295-0245	16	15-2658
Norman Dialysis Center	1818 W LINDSEY ST STE B104	Norman, OK 73069-4184	(405) 360-9815	(405) 360-9715	12	37-2527
Tucson West Dialysis	1780 W ANKLAM RD	Tucson, AZ 85745-2632	(520) 624-2220	(520) 620-6365	34	03-2500
Jerseyville Dialysis	917 S STATE ST	Jerseyville, IL 62052-2344	(618) 498-9532	(618) 498-1012	17	14-2636
North St. Louis County Dialysis	13015 NEW HALLS FERRY RD	Florissant, MO 63033-3228	(314) 931-1113	(314) 931-1133	24	26-2625
Walker Dialysis	2680 WALKER AVE NW STE A	Walker, MI 49544-1385	(616) 735-1172	(616) 735-1383	17	23-2690
Shawnee Dialysis Center	4409 N KICKAPOO AVE STE 113	Shawnee, OK 74804-1224	(405) 878-6762	(405) 878-0063	16	37-2513
Tucson East Dialysis	6420 E BROADWAY BLVD STE C300	Tucson, AZ 85710-3534	(520) 790-2775	(520) 790-3174	24	03-2501
Greater Charleston Dialysis	24 MACCORKLE AVE SW	South Charleston, WV 25303-1476	(304) 720-2222	(304) 720-2322	23	51-2520
Eastland Dialysis	19101 E VALLEY VIEW PKWY STE E	Independence, MO 64055-6907	(816) 795-6018	(816) 795-9572	20	26-2626
Grayling Home Training	125 E MICHIGAN AVE	Grayling, MI 49738-1740	(989) 344-0805	(989) 344-0785	0	23-2692
Elk City Dialysis Center	1601 W 2ND ST	Elk City, OK 73644-4427	(580) 225-2700	(580) 225-2701	12	37-2531
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
Manteno Dialysis	1 E DIVISION ST	Manteno, IL 60950-1507	(815) 468-8944	(815) 468-8993	15	14-2671
Eureka Dialysis Center	419 MERAMEC BLVD	Eureka, MO 63025-3906	(636) 587-2063	(636) 587-2778	13	26-2628
Norton Shores Dialysis	955 SEMINOLE RD	Norton Shores, MI 49441-4341	(231) 780-0246	(231) 780-0261	12	23-2689
Northwest Bethany Dialysis Center	7800 NW 23RD ST STE A	Bethany, OK 73008-4948	(405) 495-8606	(405) 495-4356	16	37-2515
Mission Viejo Dialysis	27640 MARGUERITE PKWY	Mission Viejo, CA 92692-3604	(949) 347-2433	(949) 347-5958	20	05-2597
Pismo Beach Dialysis	320 JAMES WAY STE 110	Pismo Beach, CA 93449-2875	(805) 556-0577	(805) 556-0510	14	55-2556
Timberlake Dialysis	12110 HOLMES RD	Kansas City, MO 64145-1707	816-942-3827	816-942-3153	12	26-2634
East Valley Dialysis	14050 PILOT KNOB RD STE 100	Apple Valley, MN 55124-6648	(952) 423-4062	(952) 423-6974	16	24-2589
Edmond Dialysis Center	50 S BAUMANN AVE	Edmond, OK 73034-5676	(405) 330-6646	(405) 330-6221	12	37-2541
Fullerton Dialysis	238 ORANGEFAIR MALL	Fullerton, CA 92832-3037	(714) 447-3045	(714) 447-3645	25	05-2505
San Luis Obispo Dialysis	1043 MARSH ST	San Luis Obispo, CA 93401-3629	(805) 543-1013	(805) 543-5645	20	05-2811
Dexter Dialysis	2010 N OUTER RD	Dexter, MO 63841-8001	573-624-3452	573-624-3188	8	26-2635
Northfield Dialysis	2004 JEFFERSON RD	Northfield, MN 55057-3253	(507) 645-6762	(507) 645-2372	8	24-2588
Midwest City Dialysis Center	7221 E RENO AVE	Midwest City, OK 73110-4474	(405) 869-9600	(405) 869-9605	16	37-2511
Huntington Beach Dialysis	16892 BOLSA CHICA ST STE 100	Huntington Beach, CA 92649-3571	(714) 846-2102	(714) 846-8053	10	05-2641
Templeton Dialysis	1310 LAS TABLAS RD STE 101	Templeton, CA 93465-9746	(805) 434-3473	(805) 434-3246	16	55-2567
Hannibal Dialysis	119 PROGRESS RD	Hannibal, MO 63401-6628	573-406-0165	573-406-0144	15	26-2637
North Haledon Dialysis	953 BELMONT AVE	North Haledon, NJ 07508-2548	(973) 427-4675	(973) 423-0906	19	31-2633
Tulsa Dialysis Center	5636 E SKELLY DR	Tulsa, OK 74135-6473	(918) 660-0571	(918) 660-0562	20	37-2504
Westminster South Dialysis	14014 MAGNOLIA ST	Westminster, CA 92683-4736	(714) 894-8712	(714) 894-8734	24	05-2773
Ventura Dialysis	2705 LOMA VISTA RD STE 101	Ventura, CA 93003-1596	(805) 643-7549	(805) 643-6891	20	55-2575
West Orange Dialysis	375 MOUNT PLEASANT AVE STE 340	West Orange, NJ 07052-2750	(973) 243-7069	(973) 731-1348	19	31-2636
Tahlequah Dialysis Center	1373 E BOONE ST	Tahlequah, OK 74464-3364	(918) 431-0665	(918) 431-0623	20	37-2512
Costa Mesa Dialysis	1590 SCENIC AVE	Costa Mesa, CA 92626-1400	(714) 540-9401	(714) 540-9420	22	55-2518
Bluemound Dialysis	601 N 99TH ST STE 100	Wauwatosa, WI 53226-4362	(414) 755-6300	(414) 755-6310	23	52-2566
Hilliard Station Dialysis	2447 HILLIARD ROME RD	Hilliard, OH 43026-8194	(614) 876-3610	(614) 876-3144	13	36-2808
Muskogee Community Dialysis Center	2316 W SHAWNEE ST	Muskogee, OK 74401-2228	(918) 687-0016	(918) 687-1858	16	37-2549
Anaheim Dialysis	1341 W LA PALMA AVE	Anaheim, CA 92801-2817	(714) 254-1484	(714) 254-1914	35	05-2734
Bay Shore Dialysis	5650 N GREEN BAY AVE STE 150	Glendale, WI 53209-4449	(414) 351-1290	(414) 351-1244	28	52-2554
Maple Valley Dialysis	649 MAPLE VALLEY DR	Farmington, MO 63640-1993	573-747-0946	573-747-0536	12	26-2640
Apple Valley Dialysis	1485 COSHOCTON AVE	Mount Vernon, OH 43050-1544	(740) 392-3436	(740) 392-3843	9	36-2802
East Aurora Dialysis	482 S CHAMBERS RD	Aurora, CO 80017-2092	(303) 696-1137	(303) 696-1140	28	06-2540
Saddleback Dialysis	23141 PLAZA POINTE DR	Laguna Hills, CA 92653-1425	(949) 588-9211	(949) 588-9299	25	05-2808
West Appleton Dialysis	10130 W APPLETON AVE STE 500	Milwaukee, WI 53225-2579	(414) 393-0600	(414) 393-0910	26	52-2548
Capital City Dialysis	307 N 46TH ST	Lincoln, NE 68503-3714	(402) 466-5123	(402) 466-8351	12	28-2503
Pamplico Dialysis	1520 FLAG DR	Florence, SC 29505-2854	(843) 413-0857	(843) 413-0864	20	42-2645
Alameda County Dialysis	10700 MACARTHUR BLVD BLDG 7	Oakland, CA 94605-5298	(510) 568-5849	(510) 382-1632	24	05-2787
Richmond Kidney Center	1366 VICTORY BLVD	Staten Island, NY 10301-3907	(718) 816-6200	(718) 816-6235	23	33-2525
Derry Dialysis	1 ACTION BLVD STE. 2	Londonderry, NH 03053-3428	(603) 421-9724	(603) 421-9731	13	30-2511
Victory Lakes Dialysis	3290 GULF FWY S STE H	Dickinson, TX 77539-4542	(281) 337-2175	(281) 337-2386	12	67-2754
Kayenta Dialysis	HIGHWAY 163 BOX 217	Kayenta, AZ 86033-9997	(928) 697-8182	(928) 697-8195	18	03-2559
Berkeley Dialysis	2655 SHATTUCK AVE	Berkeley, CA 94704-3237	(510) 486-8706	(510) 849-1008	25	05-2587
Riverdale Dialysis Center	170 W 233RD ST	Bronx, NY 10463-5639	(718) 884-4300	(718) 884-9695	31	33-2565
Somerset Dialysis Center	240 CHURCHILL AVE	Somerset, NJ 08873-3451	(732) 937-5000	(732) 937-5872	18	31-2574
Capitol Court Dialysis	4176 N 56TH ST	Milwaukee, WI 53216-1276	(414) 445-2119	(414) 445-3794	16	52-2598
Shiprock Dialysis Center	US HWY 491 N PO BOX 2156	Shiprock, NM 87420-2156	(505) 368-4125	(505) 368-4235	20	32-2515
Oakland Dialysis	5354 CLAREMONT AVE	Oakland, CA 94618-1035	(510) 597-0104	(510) 597-0249	40	05-2729
Hillside Dialysis	1529 N BROAD ST	Hillside, NJ 07205-1603	(973) 474-1199	(973) 474-1198	20	31-2587
Broadmoor Dialysis	1815 E 70TH ST	Shreveport, LA 71105-5301	(318) 797-7940	(318) 797-8143	13	19-2695
Independence Dialysis Center	801 W MYRTLE ST	Independence, KS 67301-3239	(620) 331-6117	(620) 331-6484	12	17-2511
San Pablo Dialysis	14020 SAN PABLO AVE	San Pablo, CA 94806-3619	(510) 234-0835	(510) 234-3854	22	05-2560
Parkside Dialysis	580 FRELINGHUYSEN AVE	Newark, NJ 07114-1361	(973) 733-9450	(973) 733-9455	18	31-2581
Pennsauken Dialysis Center	7024 KAIGHN AVE	Pennsauken, NJ 08109-4417	(856) 486-1145	(856) 486-4338	21	31-2593
Garden City Dialysis Center	2308 E KANSAS AVE	Garden City, KS 67846-6959	(620) 260-9852	(620) 271-0148	17	17-2514
El Cerrito Dialysis	10690 SAN PABLO AVE	El Cerrito, CA 94530-2620	(510) 528-9590	(510) 528-9803	20	05-2786
St. Augustine Dialysis	264 SOUTHPARK CIR E	Saint Augustine, FL 32086-5137	(904) 808-0445	(904) 808-0446	18	10-2692
Artesia Dialysis	1903 W MAIN ST	Artesia, NM 88210-3718	(575) 746-8818	(575) 746-9229	12	32-2537
Home Options of Dothan	1763 E MAIN ST	Dothan, AL 36301-3045	(334) 673-0246	(334) 673-0328	3	01-2673
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
Stockton Home Training Dialysis	5608 N PERSHING AVE	Stockton, CA 95207-4906	(209) 954-9563	(209) 954-9938	0	55-2523
Davie City Dialysis	7950 SW 30TH ST	Davie, FL 33328-1979	(954) 577-2778	(954) 577-2710	15	10-2808
Eastchester Road Dialysis Center	1515 JARRETT PL	Bronx, NY 10461-2606	(718) 822-4940	(718) 822-3083	12	33-2656
Radburn Dialysis	15-00 POLLITT DR	Fair Lawn, NJ 07410-2732	(201) 796-1385	(201) 794-0150	21	31-2637
Kenner Regional Dialysis Center	200 W ESPLANADE AVE STE 100	Kenner, LA 70065-2473	(504) 471-0931	(504) 471-0317	14	19-2599
Manteca Dialysis	1620 W YOSEMITE AVE	Manteca, CA 95337-5190	(209) 825-3905	(209) 824-6870	12	05-2723
Ames Mary Greeley Dialysis	2322 E 13TH ST	Ames, IA 50010-5669	(515) 239-6800	(515) 233-8151	16	16-2549
Bedford Park Dialysis Center	3117 WEBSTER AVE 1ST FLR	Bronx, NY 10467-4905	(718) 920-1530	(718) 920-1520	21	33-2662
Memorial Dialysis Center	4427 S ROBERTSON ST	New Orleans, LA 70115-6308	(504) 899-1103	(504) 899-1956	22	19-2608
Tracy Dialysis	425 W BEVERLY PL STE A	Tracy, CA 95376-3086	(209) 839-0398	(209) 839-0799	12	05-2814
Millennium Dialysis	1408 OCEAN AVE 2ND FLR	Brooklyn, NY 11230-3814	(718) 677-7600	(718) 677-4159	20	33-2635
Yonkers East Dialysis Center	5 ODELL PLZ STE 131	Yonkers, NY 10701-1406	(914) 376-0296	(914) 376-3510	21	33-2669
Petoskey Dialysis	820 ARLINGTON AVE	Petoskey, MI 49770-2469	(231) 753-1152	(231) 753-1170	15	Pending

Westbank Chronic Renal Center	3631 BEHRMAN PL	New Orleans, LA 70114-0906	(504) 366-0808	(504) 367-3816	25	19-2507
Benicia Dialysis	560 1ST ST STE D103	Benicia, CA 94510-3293	(707) 745-1488	(707) 745-8089	14	05-2810
Mills Dialysis	100 S SAN MATEO DR	San Mateo, CA 94401-3805	(650) 548-4985	(650) 696-4639	19	55-2682
Wallace Dialysis	5650 S NC 41 HWY	Wallace, NC 28466-6094	(910) 285-6424	(910) 285-6928	20	34-2659
Twinsburg Dialysis	2592 E AURORA RD STE 100	Twinsburg, OH 44087-2148	(330) 405-3030	(330) 425-8969	15	36-2837
Crescent City Dialysis Center	3909 BIENVILLE ST STE 1B	New Orleans, LA 70119-5151	(504) 483-7117	(504) 483-8937	17	19-2696
Rhinelander Dialysis	1306 LINCOLN ST	Rhinelander, WI 54501-3664	(715) 350-7830	(715) 350-7831	9	52-2591
Mayland Dialysis Center	575 ALTAPASS HWY	Spruce Pine, NC 28777-3012	(828) 766-8122	(828) 765-6946	9	34-2660
Panama City Dialysis Center	615 N HIGHWAY 231	Panama City, FL 32405-4704	(850) 785-1233	(850) 913-8048	37	10-2514
Vallejo Dialysis	830 REDWOOD ST	Vallejo, CA 94590-2942	(707) 642-2016	(707) 642-2023	24	05-2567
North Charlotte Dialysis Center	6620 OLD STATESVILLE RD	Charlotte, NC 28269-6768	(704) 599-1355	(704) 599-1511	36	34-2663
Flossmoor Home Dialysis	19720 GOVERNORS HWY STE 2	Flossmoor, IL 60422-2075	(708) 799-7239	(708) 799-1252	4	14-2775
Tower Dialysis	8635 W 3RD ST STE 560W	Los Angeles, CA 90048-6110	(310) 855-1742	(310) 289-1032	20	05-2643
Blount Dialysis	714 E HARPER AVE	Maryville, TN 37804-4028	(865) 379-1070	(865) 379-1090	28	44-2639
Marshville Dialysis Center	7260 E MARSHVILLE BLVD	Marshville, NC 28103-1191	(704) 624-5000	(704) 624-5040	12	34-2666
Miami Lakes Artificial Kidney Center	14600 NW 60TH AVE	Miami Lakes, FL 33014-2811	(786) 639-0496	(305) 556-4924	18	10-2648
Los Angeles Downtown Dialysis	2021 S FLOWER ST	Los Angeles, CA 90007-1342	(213) 745-4222	(213) 749-1753	28	05-2828
Springdale Dialysis	2070 MCKENZIE RD STE B	Springdale, AR 72762-0870	(479) 927-1957	(479) 751-0523	17	04-2568
Southport Dialysis Center	1513 N HOWE ST STE 15	Southport, NC 28461-2770	(910) 454-0273	(910) 454-0277	11	34-2669
Santa Monica Dialysis	1260 15TH ST STE 102	Santa Monica, CA 90404-1136	(310) 393-4744	(310) 393-5308	22	05-2665
Home Dialysis Services of Sandusky	2819 HAYES AVE STE 8	Sandusky, OH 44870-5391	(419) 627-0477	(419) 627-0466	0	36-2660
Harrisburg Dialysis Center	3310 PERRY ST	Concord, NC 28027-3901	(704) 792-1144	(704) 792-1164	28	34-2670
Imperial Dialysis	2738 W IMPERIAL HWY	Inglewood, CA 90303-3111	(323) 779-5399	(323) 779-5651	30	05-2670
Wake Forest Dialysis Center	11001 INGLESIDE PL	Raleigh, NC 27614-8577	(919) 556-0968	(919) 556-7497	21	34-2675
North Palm Beach Dialysis Center	2841 PGA BLVD	Palm Beach Gardens, FL 33410-2910	(561) 630-5081	(561) 630-1535	20	10-2634
Inglewood Dialysis	125 E ARBOR VITAE ST	Inglewood, CA 90301-3839	(310) 677-6114	(310) 677-9456	40	05-2538
Fargo Dialysis Center	4474 23RD AVE S STE M	Fargo, ND 58104-8795	(701) 281-3900	(701) 282-2635	12	35-2502
Ocala Regional Kidney Center - South	13940 N US HIGHWAY 441 BLDG 400	Lady Lake, FL 32159-8953	(352) 751-1240	(352) 751-1250	25	10-2731
South Brooklyn Nephrology Center	3915 AVENUE V STE 104	Brooklyn, NY 11234-5156	(718) 252-8440	(718) 252-6490	29	33-2516
Hi-Desert Dialysis	56845 29 PALMS HWY	Yucca Valley, CA 92284-2940	(760) 365-8706	(760) 228-0154	25	05-2776
Sandusky Dialysis Center	211 LAKESIDE PARK	Sandusky, OH 44870-8639	(419) 626-3809	(419) 626-5107	17	36-2700
Bronx Dialysis Center	1615 EASTCHESTER RD	Bronx, NY 10461-2603	(718) 892-7700	(718) 892-7207	25	33-2563
Palm Springs Dialysis	1061 N INDIAN CANYON DR	Palm Springs, CA 92262-4854	(760) 325-0909	(760) 320-1723	20	05-2541
Eaton Dialysis	105 E WASHINGTON JACKSON RD	Eaton, OH 45320-9789	(937) 456-1174	(937) 456-1945	12	36-2703
South Bronx Dialysis Center	1940 WEBSTER AVE STE 100	Bronx, NY 10457-4261	(718) 299-9212	(718) 583-7335	21	33-2506
Escondido Dialysis	203 E 2ND AVE	Escondido, CA 92025-4212	(760) 743-4401	(760) 743-7059	22	05-2525
Columbus West Dialysis	1395 GEORGESVILLE RD	Columbus, OH 43228-3611	(614) 279-8495	(614) 279-8715	15	36-2705
Lansdowne Dialysis	44084 RIVERSIDE PKWY STE 100, 250	Leesburg, VA 20176-5102	(703) 724-3941	(703) 724-9387	17	49-2672
Peekskill Cortlandt Dialysis Center	2050 E MAIN ST STE 15	Cortlandt Manor, NY 10567-2502	(914) 788-9326	(914) 788-9330	14	33-2574
San Diego South Dialysis	995 GATEWAY CENTER WAY STE 101	San Diego, CA 92102-4550	(619) 262-1960	(619) 262-2420	17	05-2799
Wauseon Dialysis Center	721 S SHOOP AVE	Wauseon, OH 43567-1729	(419) 335-0695	(419) 335-0812	13	36-2706
Weaverville Dialysis	329 MERRIMON AVE	Weaverville, NC 28787-9253	(828) 658-1441	(828) 658-1563	20	34-2604
San Ysidro Dialysis	1445 30TH ST STE A-B	San Diego, CA 92154-3496	(619) 575-3901	(619) 575-5538	41	05-2866
Lebanon Dialysis Center	918B COLUMBUS AVE	Lebanon, OH 45036-1402	(513) 934-0272	(513) 934-3410	16	36-2707
San Diego East Dialysis	292 EUCLID AVE STE 100	San Diego, CA 92114-3629	(619) 262-7225	(619) 262-7470	25	05-2883
Delhi Dialysis	5040 DELHI PIKE	Cincinnati, OH 45238-5388	(513) 922-5900	(513) 922-5909	16	36-2708
Buena Ventura Lakes Dialysis	1998 E OSCEOLA PKWY	Kissimmee, FL 34743-8600	(407) 348-1271	(407) 348-1407	20	68-2563
Southeastern Dialysis Center - Kenansville	133 LIMESTONE RD	Kenansville, NC 28349-9019	(910) 441-3045	(910) 441-3063	17	34-2535
Encinitas Dialysis	332 SANTA FE DR STE 100	Encinitas, CA 92024-5143	(760) 632-2323	(760) 632-2311	15	05-2756
Point Place Dialysis	4747 SUDER AVE STE 107	Toledo, OH 43611-2869	(419) 727-9692	(419) 727-9743	12	36-2712
Ocoee Home Training	1552 BOREN DR STE 100	Ocoee, FL 34761-4216	(407) 877-2012	(407) 877-2040	0	68-2550
Southeastern Dialysis Center - Whiteville	608 PECAN LN	Whiteville, NC 28472-2949	(910) 642-0233	(910) 642-6239	24	34-2521
College Dialysis	6035 UNIVERSITY AVE	San Diego, CA 92115-6341	(619) 287-8796	(619) 287-4862	33	55-2513
Anderson Dialysis Center	7502 STATE RD STE 1160	Cincinnati, OH 45255-2800	(513) 624-0400	(513) 624-0182	16	36-2715
Dialysis Care of Anson County	280 WALTON ST	Wadesboro, NC 28170-7581	(980) 575-0145	(980) 575-0162	15	34-2560
Carmel Mountain Dialysis	9850 CARMEL MOUNTAIN RD	San Diego, CA 92129-2892	(858) 538-1083	(858) 538-6734	16	55-2515
Grove City Dialysis	4155 KELNOR DR	Grove City, OH 43123-2960	(614) 801-0323	(614) 801-0539	8	36-2716
Fairfield Downtown Dialysis	1800 N TEXAS ST	Fairfield, CA 94533-3874	(707) 399-9984	(707) 399-9925	24	55-2763
Burlington Dialysis	873 HEATHER RD	Burlington, NC 27215-6288	(336) 570-3494	(336) 227-8615	20	34-2567
North Hollywood Dialysis	12126 VICTORY BLVD	North Hollywood, CA 91606-3205	(818) 980-5070	(818) 980-9956	44	05-2781
Dublin Dialysis	6770 PERIMETER DR	Dublin, OH 43016-8063	(614) 798-8359	(614) 798-8442	12	36-2728
Tustin Dialysis	2090 N TUSTIN AVE STE 100	Santa Ana, CA 92705-7869	(714) 835-2450	(714) 835-5715	24	05-2897
Pomona Dialysis	2111 N GAREY AVE	Pomona, CA 91767-2328	(909) 596-9997	(909) 596-7687	32	05-2591
Five Seasons Dialysis	1002 4TH AVE SE STE A	Cedar Rapids, IA 52403-2425	(319) 363-1538	(319) 364-0982	16	16-2558
Hemet Dialysis Center	3050 W FLORIDA AVE	Hemet, CA 92545-3619	(951) 925-9723	(951) 925-9789	39	05-2620
Victor Valley Dialysis	16049 KAMANA RD	Apple Valley, CA 92307-1331	(760) 242-8313	(760) 242-5419	22	05-2561
Rockside Dialysis	4801 ACORN DR	Independence, OH 44131-2566	(216) 525-0990	(216) 525-3106	16	36-2731
Woodlyn Dialysis	1310 MACDADE BLVD	Woodlyn, PA 19094-1501	(610) 833-1713	(610) 833-5103	16	39-2826
Chino Dialysis	4445 RIVERSIDE DR	Chino, CA 91710-3961	(909) 464-0347	(909) 464-0936	24	05-2739
Logan Dialysis	12880 GREY ST	Logan, OH 43138-9638	(740) 380-6049	(740) 380-6280	12	36-2732
Downey Dialysis Center	9041 IMPERIAL HWY	Downey, CA 90242-2711	(562) 622-4436	(562) 622-4552	25	05-2574
Glendale Dialysis	1000 E PALMER AVE	Glendale, CA 91205-3532	(818) 241-6382	(818) 241-8153	22	05-2632
Forest Fair Dialysis	1145 KEMPER MEADOW DR	Cincinnati, OH 45240-4118	(513) 674-1691	(513) 674-1697	16	36-2734
Covina Dialysis Center	1547 W GARVEY AVE N	West Covina, CA 91790-2139	(626) 960-9405	(626) 960-2695	17	05-2580
Fontana Dialysis	17590 FOOTHILL BLVD	Fontana, CA 92335-3785	(909) 356-9664	(909) 356-9687	28	05-2682
US Grant Dialysis	458 HOME ST	Georgetown, OH 45121-1408	(937) 378-1323	(937) 378-5130	12	36-2735
Burbank Dialysis	1211 N SAN FERNANDO BLVD	Burbank, CA 91504-4234	(818) 842-5576	(818) 842-4250	24	05-2637
Ohio Pike Dialysis	1761 STATE ROUTE 125	Amelia, OH 45102-2007	(513) 797-0713	(513) 797-0617	12	36-2739
Tulare Dialysis	545 E TULARE AVE	Tulare, CA 93274-4220	(559) 688-8991	(559) 688-0326	16	05-2666
Norwood Dialysis	2300 WALL ST STE O	Cincinnati, OH 45212-2789	(513) 531-2111	(513) 531-0236	25	36-2742
Millburn Dialysis	25 E WILLOW ST STE 2	Millburn, NJ 07041-1416	(973) 379-7309	(973) 379-5175	18	31-2645
Clarkston Dialysis	6770 DIXIE HWY STE 205	Clarkston, MI 48346-2089	(248) 620-0958	(248) 620-1204	22	23-2575
Renal Center of Keller	10708 VICTORIA ASH DR	Fort Worth, TX 76244-6392	(817) 431-6533	(817) 431-6543	21	67-2741
Visalia Dialysis	5429 W CYPRESS AVE	Visalia, CA 93277-8341	(559) 738-9279	(559) 733-4785	24	05-2696
Villa of Great Northern	22710 FAIRVIEW CENTER DR STE 100	Fairview Park, OH 44126-3620	(440) 734-4630	(440) 734-4659	8	36-2749
Bastanchury Dialysis	1950 SUNNYCREST DR STE 1300	Fullerton, CA 92835-3639	(714) 578-0015	(714) 578-5907	25	55-2759
Grand Blanc Dialysis Center	3625 GENESYS PKWY	Grand Blanc, MI 48439-8070	(810) 953-8800	(810) 953-8808	16	23-2569
White Lane Dialysis	7701 WHITE LN STE D	Bakersfield, CA 93309-0201	(661) 396-7158	(661) 396-7286	20	55-2521
Los Gatos Dialysis	14251 WINCHESTER BLVD STE 100	Los Gatos, CA 95032-1811	(408) 370-6756	(408) 370-6787	18	55-2743
Davison Dialysis	1011 S STATE RD	Davison, MI 48423-1903	(810) 658-8224	(810) 658-8232	15	23-2605
Northeast Dialysis	3501 MALL VIEW RD STE 109	Bakersfield, CA 93306-3045	(661) 872-3580	(661) 872-3554	38	05-2839
Clermont County Dialysis	5901 MONTCLAIR BLVD STE 100	Milford, OH 45150-2547	(513) 248-0593	(513) 248-1853	12	36-2751
San Francisco Home Training	1493 WEBSTER ST	San Francisco, CA 94115-3705	(415) 346-3382	(415) 346-3528	0	55-2736
Flushing Dialysis Center	3469 PIERSON PL STE A	Flushing, MI 48433-2704	(810) 733-5004	(810) 733-5384	19	23-2601
Hanford Dialysis	402 W 8TH ST	Hanford, CA 93230-4536	(559) 582-5462	(559) 582-2329	20	05-2628
San Leandro Marina Dialysis	2551 MERCED ST	San Leandro, CA 94577-4207	(510) 352-1207	(510) 352-1294	24	55-2749
North Oakland Dialysis	450 N TELEGRAPH RD STE 600	Pontiac, MI 48341-1037	(248) 333-2230	(248) 333-9589	36	23-2511

Renal Center of Storm Lake	1426 LAKE AVE	Storm Lake, IA 50588-1910	(712) 732-6900	(712) 732-6906	16	16-2518
Clinton Dialysis Center	150 S 31ST ST	Clinton, OK 73601-9118	(580) 323-4349	(580) 323-2793	16	37-2561
West Lakewood Dialysis	11700 WEST 2ND PL STE 325	Lakewood, CO 80228-1755	(303) 987-4672	(303) 987-4687	12	06-2582
Brighton Dialysis	7960 GRAND RIVER RD STE 210	Brighton, MI 48114-7336	(810) 225-6288	(810) 225-6291	13	23-2551
Auburn Dialysis	3126 PROFESSIONAL DR STE 100	Auburn, CA 95603-2411	(530) 886-8221	(530) 886-8608	16	05-2614
Bayonne Renal Center	434-436 BROADWAY	Bayonne, NJ 07002-3628	(201) 436-1664	(201) 436-5133	21	31-2561
Blue Mountain Kidney Center	72556 COYOTE RD ON AN INDIAN RESERVATION	Pendleton, OR 97801-1002	(541) 966-8563	(541) 966-8573	12	38-2554
Oviedo Dialysis	7560 RED BUG LAKE RD STE 1048	Oviedo, FL 32765-6591	(407) 366-0211	(407) 366-4269	20	68-2549
Novi Dialysis	27150 PROVIDENCE PKWY STE A	Novi, MI 48374-1272	(248) 449-6947	(248) 449-6995	21	23-2549
Grass Valley Dialysis	360 CROWN POINT CIRCLE STE 210	Grass Valley, CA 95945-2543	(530) 477-0734	(530) 477-0178	18	05-2805
Renal Center of Carrollton	4240 INTERNATIONAL PKWY STE 158	Carrollton, TX 75007-1974	(972) 306-8410	(972) 306-8109	20	45-2887
Riddle Dialysis Center	100 GRANITE DR STE 106	Media, PA 19063-5134	(610) 892-4701	(610) 892-2769	16	39-2739
Tri County Dialysis	2540 FLAT SHOALS RD	Atlanta, GA 30349-4314	(770) 991-6479	(770) 991-5206	17	11-2877
Atwater Dialysis	1201 COMMERCE AVE	Atwater, CA 95301-5224	(209) 358-7681	(209) 358-7568	16	05-2706
Renal Center of Moorefield	8 LEE ST FLR 2	Moorefield, WV 26836-1091	(304) 530-1200	(304) 530-1212	12	51-2522
East End - Pittsburgh Dialysis	7714 PENN AVE	Pittsburgh, PA 15221-2116	(412) 241-6790	(412) 241-6794	16	39-2748
Victory Dialysis	2401 SHELBY ST	Columbus, GA 31903-3360	(706) 682-5327	(706) 682-6059	12	11-2876
Harford Road Dialysis Center	5800 HARFORD RD	Baltimore, MD 21214-1847	(410) 444-1544	(410) 444-2787	19	21-2605
Merced Dialysis	3393 G ST STE A	Merced, CA 95340-1308	(209) 723-0013	(209) 723-2725	32	05-2584
Bloomfield - Pittsburgh Dialysis	5171 LIBERTY AVE STE C	Pittsburgh, PA 15224-2254	(412) 683-3212	(412) 683-3216	24	39-2751
Red Bud Dialysis	1500 E MARKET ST LOT 4	Red Bud, IL 62278-2143	(618) 282-3444	(618) 282-3578	8	14-2772
Carroll County Dialysis Facility	193 STONER AVE STE 120	Westminster, MD 21157-5782	(410) 871-1762	(410) 871-1766	19	21-2537
Fresno Palm Bluffs Dialysis	770 W PINEDALE AVE	Fresno, CA 93711-5744	(559) 438-8512	(559) 438-8696	25	55-2505
Renal Center of Sewell	660 WOODBURY-GLASSBORO RD STE 29 TIMBERLINE SHOPPING CENTER	Sewell, NJ 08080-3738	(856) 464-1172	(856) 464-5281	21	31-2565
Monroeville Dialysis	2690 MONROEVILLE BLVD	Monroeville, PA 15146-2302	(412) 856-5950	(412) 856-5940	20	39-2752
Indy East Dialysis	1208 N ARLINGTON AVE	Indianapolis, IN 46219-3203	(317) 353-6315	(317) 353-6358	16	15-2661
Owings Mills Dialysis Center	11221 DOLFIELD BLVD STE 118	Owings Mills, MD 21117-3254	(410) 363-2019	(410) 363-2047	25	21-2574
Daly City Dialysis	1498 SOUTHGATE AVE STE 101	Daly City, CA 94015-4015	(650) 755-4751	(650) 755-0356	34	05-2546
South Broad Street Dialysis	1172 S BROAD ST	Philadelphia, PA 19146-3142	(215) 875-6720	(215) 875-6721	24	39-2753
Fairfax Dialysis Center	8501 ARLINGTON BLVD STE 100	Fairfax, VA 22031-4625	(703) 876-8445	(703) 876-6786	24	49-2591
Fresno Dialysis	4308 W SHAW AVE STE 101	Fresno, CA 93722-6218	(559) 277-3070	(559) 276-4261	40	05-2608
Renal Center of Tyler	510 SSW LOOP 323 STE 580	Tyler, TX 75702-7693	(903) 596-0102	(903) 596-9704	20	45-2867
Cottman Kidney Center	7198 CASTOR AVE	Philadelphia, PA 19149-1105	(215) 745-4060	(215) 745-0139	24	39-2766
Owensboro Home Dialysis	3250 KIDRON VALLEY WAY	Owensboro, KY 42303-2398	(270) 691-9605	(270) 691-9563	0	18-2626
Manassas Dialysis	10655 LOMOND DR STE 101	Manassas, VA 20109-2877	(703) 257-5445	(703) 257-1050	20	49-2549
San Francisco Dialysis	1499 WEBSTER ST	San Francisco, CA 94115-3705	(415) 928-9003	(415) 928-9018	30	05-2719
Cobblestone Dialysis	836 DUNDEE AVE STE A	Elgin, IL 60120-3068	(847) 888-9386	(847) 888-9394	16	14-2715
Franklin Commons Dialysis	720 JOHNSVILLE BLVD STE 800	Warminster, PA 18974-3546	(215) 682-7691	(215) 682-7695	16	39-2771
Bad Axe Dialysis	897 N VAN DYKE RD	Bad Axe, MI 48413-7912	(989) 269-7657	(989) 269-7645	13	23-2698
Sterling Dialysis	46396 BENEDICT DR STE 100	Sterling, VA 20164-6626	(703) 444-8932	(703) 444-9060	15	49-2541
Chinatown Dialysis	636 CLAY ST	San Francisco, CA 94111-2502	(415) 291-8992	(415) 291-8985	22	05-2769
Gracias Dialysis	12430 STATE HIGHWAY 249 STE H	Houston, TX 77086-3339	(281) 999-0348	(281) 999-0383	21	67-2529
Jedburg Dialysis	2897 W 5TH NORTH ST	Summerville, SC 29483-9674	(843) 873-3955	(843) 873-0266	18	42-2620
Bloomfield Hills Home Dialysis	42886 WOODWARD AVE	Bloomfield Hills, MI 48304-5033	(248) 334-7501	(248) 334-7384	0	23-2697
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
Tempe Dialysis Center	2149 E WARNER RD STE 110	Tempe, AZ 85284-3496	(480) 730-3531	(480) 491-5964	24	03-2609
Longs Dialysis	90 CLOVERLEAF DR STE 306	Longs, SC 29568-9262	(843) 582-0582	(843) 582-0448	10	42-2622
Chesapeake Dialysis Center	1400 CROSSWAYS BLVD CROSSWAYS II STE 106	Chesapeake, VA 23320-0207	(757) 523-0666	(757) 523-4545	24	49-2545
Selma Dialysis	2711 CINEMA WAY STE 111	Selma, CA 93662-2677	(559) 891-2750	(559) 891-2755	30	05-2770
Phoenix Dialysis Center	337 E CORONADO RD STE 101	Phoenix, AZ 85004-1582	(602) 253-9006	(602) 253-9465	24	03-2611
Washington Nursing Dialysis	2425 25TH ST SE	Washington, DC 20020-3409	(202) 678-0013	(202) 678-0083	9	09-2524
Ridgeland Dialysis	112 WEATHERSBY ST	Ridgeland, SC 29936-9514	(843) 717-9379	(843) 717-9384	10	42-2626
East Brunswick Dialysis	629 CRANBURY RD STE 101	East Brunswick, NJ 08816-4096	(732) 238-1909	(732) 967-8173	19	31-2638
Greater Waterbury Dialysis	209 HIGHLAND AVE	Waterbury, CT 06708-3055	(203) 574-7933	(203) 574-4136	30	07-2511
Gilbert Dialysis Center	5222 E BASELINE RD STE 104	Gilbert, AZ 85234-2963	(480) 832-6996	(480) 832-7337	24	03-2605
Batavia Dialysis	4000 GOLDEN AGE DR	Batavia, OH 45103-1913	(513) 735-0700	(513) 735-0087	12	36-2736
Livingston TN Dialysis	308 OAK ST	Livingston, TN 38570-1729	(629) 201-2034	(629) 201-2057	8	44-2669
Mesilla Valley Dialysis	2550 S TELSHOR BLVD	Las Cruces, NM 88011-4907	(575) 522-3519	(575) 522-5481	13	32-2544
Newport News Dialysis Center	711 79TH ST	Newport News, VA 23605-2767	(757) 245-8090	(757) 245-8178	32	49-2574
Hartford Dialysis	675 TOWER AVE RENAL UNIT 2ND FL	Hartford, CT 06112-1260	(860) 242-0735	(860) 242-2239	27	07-2516
River Bend Dialysis	1057 PAUL MAILLARD RD ST B1350	Luling, LA 70070-4349	(985) 331-1156	(985) 331-1112	15	19-2707
Clarksville North Dialysis	3071 CLAY LEWIS RD	Clarksville, TN 37040-5141	(931) 552-0644	(931) 552-6036	13	44-2672
Kidney Center of Brunswick	3812 CENTER RD STE 101	Brunswick, OH 44212-3025	(330) 220-4502	(330) 220-4481	16	36-2809
New London Dialysis	5 SHAWS COVE STE 100	New London, CT 06320-4974	(860) 701-1357	(860) 444-0802	23	07-2515
St. Joseph's Wayne Dialysis	57 WILLOWBROOK BLVD 2ND FLOOR	Wayne, NJ 07470-7045	(973) 890-2792	(973) 890-2796	20	31-2597
Lourdes Innova Dialysis	3716 CHURCH RD	Mount Laurel, NJ 08054-1104	(856) 222-0386	(856) 235-0592	24	31-2594
Portland Gateway Dialysis	9932 NE HALSEY ST	Portland, OR 97220-4495	(503) 253-8170	(503) 253-8573	16	38-2571
Rockville Dialysis Center	15204 OMEGA DR STE 110	Rockville, MD 20850-4813	(301) 947-2427	(240) 683-2440	17	21-2511
Torrington Dialysis	780 LITCHFIELD ST STE 100	Torrington, CT 06790-6268	(860) 496-0661	(860) 496-0504	19	07-2523
St. Luke's Quakertown Dialysis	1021 PARK AVE	Quakertown, PA 18951-1573	(215) 536-8184	(215) 538-2090	12	39-2815
Memphis Downtown Dialysis	2076 UNION AVE	Memphis, TN 38104-4138	(901) 725-1169	(901) 725-2778	28	44-2682
Bluffton Dialysis	101 OKATIE CENTER BLVD S	Bluffton, SC 29909-7547	(843) 706-9900	(843) 706-9949	12	42-2647
Eastgate Dialysis	4435 AICHOLTZ RD	Cincinnati, OH 45245-1690	(513) 752-5544	(513) 752-5736	16	36-2522
Bloomfield Dialysis	29 GRIFFIN RD S	Bloomfield, CT 06002-1351	(860) 243-5389	(860) 243-8150	16	07-2528
Willow Creek Dialysis	1139 WARWICK WAY	Racine, WI 53406-5661	(262) 884-2730	(262) 884-2802	12	52-2584
College Park Dialysis	17191 ST LUKES WAY STE 100	The Woodlands, TX 77384-8043	(936) 273-3350	(936) 273-4539	24	67-2745
Physicians Dialysis Fitchburg	551 ELECTRIC AVE	Fitchburg, MA 01420-5371	(978) 343-4100	(978) 343-4559	19	22-2536
Bridgeport Dialysis	900 MADISON AVE STE 221	Bridgeport, CT 06606-5534	(203) 335-0191	(203) 382-0322	50	07-2501
Oak Springs Dialysis	764 LOCUST AVE	Washington, PA 15301-2756	(724) 229-7377	(724) 225-0490	13	39-2692
Lone Peak Dialysis	1175 E 50 S STE 111	American Fork, UT 84003-2845	(801) 763-1304	(801) 763-1305	12	46-2535
Benton Dialysis	1151 ROUTE 14 W	Benton, IL 62812-1500	(618) 435-4850	(618) 435-4852	13	14-2608
Shelton Dialysis	750 BRIDGEPORT AVE	Shelton, CT 06484-4734	(203) 925-9520	(203) 925-9536	22	07-2510
Whiteside Dialysis	4406 E LINCOLNWAY	Sterling, IL 61081-9749	(815) 535-0447	(815) 535-9474	16	14-2648
New Haven Dialysis	15 CENTER ST STE 201	New Haven, CT 06510-3003	(203) 859-7770	(203) 495-1454	28	07-2507
Cuero Lakeview Dialysis	1105 E BROADWAY ST	Cuero, TX 77954-2108	(361) 275-8648	(361) 275-8691	16	45-2889
Winchester Dialysis	2301 VALOR DR	Winchester, VA 22601-6111	(540) 667-0227	(540) 535-1605	25	49-2523
Mount Vernon Dialysis	4102 N WATER TOWER PL	Mount Vernon, IL 62864-6583	(618) 244-3407	(618) 242-6137	16	14-2541
Stamford Dialysis	30 COMMERCE RD	Stamford, CT 06902-4550	(203) 358-9969	(203) 359-9252	34	07-2504
Marengo City Dialysis	910 GREENLEE ST STE B	Marengo, IL 60152-8200	(815) 568-5800	(815) 568-5900	13	14-2643
Lexington Dialysis	756 N LEE HWY	Lexington, VA 24450-3724	(540) 463-1121	(540) 464-6302	20	49-2539
New Martinsville Dialysis	N 261 West Virginia State Route 2, Ste 14-15	New Martinsville, WV 26155-2203	(304) 455-2700	(304) 455-4151	10	51-2514
Branford Dialysis	249 W MAIN ST	Branford, CT 06405-4048	(203) 481-8531	(203) 481-8557	13	07-2517
Silverado Dialysis	1100 TRANCAS ST STE 266 AND 267	Napa, CA 94558-2921	(707) 224-6533	(707) 224-6535	10	05-2565

Charter Colony Dialysis Center	2312 COLONY CROSSING PL	Midlothian, VA 23112-4280	(804) 739-6383	(804) 739-6083	20	49-2650
Milford Dialysis	470 BRIDGEPORT AVE STE S	Milford, CT 06460-4167	(203) 301-9040	(203) 301-9947	22	07-2514
Stony Island Dialysis	8725 S STONY ISLAND AVE	Chicago, IL 60617-2709	(773) 221-7320	(773) 221-7410	32	14-2718
Williamsburg Dialysis	500 SENTARA CIR STE 103	Williamsburg, VA 23188-5727	(757) 206-1408	(757) 206-1418	16	49-2651
South Norwalk Dialysis	666 WEST AVE	Norwalk, CT 06850-4009	(475) 283-9702	(475) 283-9727	28	07-2521
Butler Farm Dialysis	501 BUTLER FARM RD STE A	Hampton, VA 23666-1777	(757) 766-1921	(757) 766-6073	30	49-2653
La Central Dialysis	902 HOUSTON ST	Laredo, TX 78040-8015	(956) 523-8652	(956) 523-0598	13	67-2759
Peninsula Dialysis Center	716 DENBIGH BLVD STE D1 AND D2	Newport News, VA 23608-4414	(757) 875-1125	(757) 875-1105	16	49-2617
GWU Southeast Dialysis	3857A PENNSYLVANIA AVE SE	Washington, DC 20020-1309	(202) 581-9440	(202) 581-9446	25	09-2517
Yellowstone Dialysis	1165 SUMMERS DR	Rexburg, ID 83440-5224	(208) 656-0396	(208) 656-0396	20	13-2510
Midtowne Norfolk Dialysis	2201 COLONIAL AVE	Norfolk, VA 23517-1928	(757) 626-3111	(757) 626-3341	28	49-2658
Lowville Dialysis Center	7785 N STATE ST STE 1	Lowville, NY 13367-1229	(315) 377-3090	(315) 376-9983	8	33-2709
Grand Island Dialysis	203 E STOLLEY PARK RD STE G	Grand Island, NE 68801-8256	(308) 384-4067	(308) 382-0461	12	28-2522
Brentwood Dialysis	1231 BRENTWOOD RD NE	Washington, DC 20018-1019	(202) 636-3711	(202) 636-3769	24	09-2519
Valley Baptist Raymondville Dialysis	894 FM 3168	Raymondville, TX 78580-4519	(956) 689-9084	(956) 689-1951	16	67-2674
Harbour View Dialysis	1039 CHAMPIONS WAY STE 500	Suffolk, VA 23435-3771	(757) 484-2814	(757) 484-6087	24	49-2659
Magnolia Dialysis	1125 S BURNSIDE AVE	Gonzales, LA 70737-4248	(225) 255-4070	(225) 255-4071	17	19-2551
Eighth Street Dialysis	920 BLADENSBURG RD NE	Washington, DC 20002-3930	(202) 399-0812	(202) 396-8767	24	09-2513
Fair Lawn Dialysis	18-01 POLLITT DR	Fair Lawn, NJ 07410-2813	(201) 796-3873	(201) 703-3543	20	31-2616
Jefferson Avenue Dialysis	11234 JEFFERSON AVE	Newport News, VA 23601-2207	(757) 595-6167	(757) 595-6210	12	49-2660
Motor City Dialysis	4727 SAINT ANTOINE ST STE 101	Detroit, MI 48201-1461	(313) 831-6842	(313) 831-6415	0	23-2539
St. Petersburg Dialysis	1117 ARLINGTON AVE N	Saint Petersburg, FL 33705-1521	(727) 896-9029	(727) 896-7269	20	10-2773
Yakima Dialysis Center	1221 N 16TH AVE	Yakima, WA 98902-1347	(509) 457-8333	(509) 457-8334	24	50-2541
Union County Dialysis	615 COMFORT LN	Monroe, NC 28112-5599	(704) 225-0944	(704) 225-9233	37	34-2526
St. Petersburg South Dialysis	2850 34TH ST S	Saint Petersburg, FL 33711-3817	(727) 864-4050	(727) 864-0013	20	10-2803
Westwood Dialysis Center	2615 SW TRENTON ST	Seattle, WA 98126-3745	(206) 938-6738	(206) 938-5217	15	50-2544
Middleburg Heights Dialysis	7360 ENGLE RD	Middleburg Heights, OH 44130-3429	(440) 891-5645	(440) 891-5655	24	36-2572
West Tampa Dialysis	4515 GEORGE RD STE 300	Tampa, FL 33634-7300	(813) 884-4008	(813) 884-1465	20	10-2679
Reno Dialysis Center	1500 E 2ND ST STE 101	Reno, NV 89502-1189	(775) 329-2100	(775) 329-2106	25	29-2518
Tacoma Dialysis Center	3401 S 19TH ST	Tacoma, WA 98405-1909	(253) 573-1600	(253) 573-1601	21	50-2551
West Philadelphia Dialysis	7609 LINDBERGH BLVD	Philadelphia, PA 19153-2301	(215) 937-1103	(215) 937-0770	24	39-2513
Lakeland Dialysis	515 E BELLA VISTA ST	Lakeland, FL 33805-3005	(863) 688-5463	(863) 688-7150	16	10-2524
Carson City Dialysis Center	3246 N CARSON ST STE 110	Carson City, NV 89706-0248	(775) 886-6450	(775) 886-6452	24	29-2539
Ellensburg Dialysis Center	2101 W DOLARWAY RD STE 1	Ellensburg, WA 98926-7846	(509) 852-2136	(509) 852-2137	7	50-2552
Fresno North Home Training	6655 N MILBURN AVE	Fresno, CA 93722-2162	(559) 451-0768	(559) 447-1542	6	55-2782
Wheeling Dialysis	500 MEDICAL PARK STE 100	Wheeling, WV 26003-7600	(304) 242-9135	(304) 242-6097	17	51-2513
Plant City Dialysis	2301 S FRONTAGE RD	Plant City, FL 33563-2061	(813) 659-1674	(813) 659-2269	20	10-2554
Suburban Dialysis Center	705 MAPLE RD	Williamsville, NY 14221-3291	(716) 630-6640	(716) 630-6647	22	33-2600
Graham Dialysis Center	10219 196TH ST CT E STE C	Graham, WA 98338-7935	(253) 875-5382	(253) 875-2616	12	50-2554
Pilchuck Dialysis	1250 STATE AVE	Marysville, WA 98270-3659	(360) 651-0780	(360) 651-0680	11	50-2577
EA Motto Dialysis	1228 E RUSHOLME ST STE 1000	Davenport, IA 52803-2467	(563) 322-0101	(563) 322-2092	24	16-2559
Bradenton Dialysis	3501 CORTEZ RD W STE 3	Bradenton, FL 34210-3197	(941) 727-4209	(941) 753-8386	17	10-2646
Stony Creek Dialysis	6246 W 95TH ST	Oak Lawn, IL 60453-2702	(708) 233-9027	(708) 233-9429	16	14-2661
Olympia Dialysis Center	335 COOPER POINT RD NW STE 105	Olympia, WA 98502-4436	(360) 357-6198	(360) 943-6878	7	50-2555
Orange Dialysis Center	100 CRYSTAL RUN RD STE 102	Middletown, NY 10941-4042	(845) 692-8220	(845) 692-8655	20	33-2707
PELLA DIALYSIS	1117 HAZEL ST DIALYSIS UNIT	Pella, IA 50219-1338	(641) 628-8826	(641) 628-8830	9	16-2566
Lakeland South Dialysis	4774 S FLORIDA AVE	Lakeland, FL 33813-2181	(863) 646-0462	(863) 647-0802	20	10-2764
Table Rock Dialysis Center	5610 W GAGE ST STE B	Boise, ID 83706-1332	(208) 658-8111	(208) 322-6150	25	13-2502
Everett Dialysis Center	8130 EVERGREEN WAY	Everett, WA 98203-6419	(425) 353-6036	(425) 353-1210	16	50-2560
Excelsior Springs Dialysis	1745 W JESSE JAMES RD	Excelsior Springs, MO 64024-1801	(816) 637-2685	(816) 637-2635	13	26-2662
Renal Center New Lenox	1890 SILVER CROSS BLVD PAVILION A STE 150	New Lenox, IL 60451-9528	(815) 320-3049	(815) 320-3241	19	14-2741
Fort Myers North Dialysis	16101 N CLEVELAND AVE	North Fort Myers, FL 33903-2148	(239) 656-4403	(239) 656-1886	12	10-2788
Twin Falls Dialysis Center	582 POLE LINE RD	Twin Falls, ID 83301-3042	(208) 733-2006	(208) 733-2051	24	13-2505
Mill Creek Dialysis Center	18001 BOTHELL EVERETT HWY STE 112	Bothell, WA 98012-1661	(425) 481-5258	(425) 481-3438	10	50-2561
Fort Myers Dialysis	4220 EXECUTIVE CIRCLE STE 38	Fort Myers, FL 33916-8055	(239) 274-3681	(239) 274-6168	34	10-2513
Carabello Dialysis Center	757 E WASHINGTON BLVD	Los Angeles, CA 90021-3016	(213) 745-2860	(213) 745-2868	24	55-2649
Seaview Dialysis Center	101 18TH ST SE	Long Beach, WA 98631-2500	(360) 642-3442	(360) 642-3460	11	50-2562
Kansas Avenue Dialysis	604 KANSAS AVE	Clinton, MO 64735-3069	(660) 890-0830	(660) 890-0789	13	26-2663
Southfield West Dialysis	21900 MELROSE AVE STE 4	Southfield, MI 48075-7967	(248) 356-8079	(248) 356-8151	18	23-2604
Riverside PD Central	3660 PARK SIERRA DR STE 108	Riverside, CA 92505-3071	(951) 687-3900	(951) 687-7998	11	55-2627
Whidbey Island Dialysis Center	32650 STATE RD 20 BLDG D STE 101	Oak Harbor, WA 98277-2641	(360) 240-1596	(360) 240-1730	7	50-2564
Dialysis at Deborah	107 TRENTON RD	Browns Mills, NJ 08015-3202	(609) 893-3950	(609) 893-3704	16	31-2648
Middletown Dialysis Center	500 STATE ROUTE 35 UNION SQUARE PLAZA	Red Bank, NJ 07701-5038	(732) 576-9900	(732) 576-9908	15	31-2569
Lehigh Acres Dialysis	2814 LEE BLVD STE 16	Lehigh Acres, FL 33971-1561	(239) 368-7169	(239) 368-7541	12	10-2618
Amery Dialysis	970 ELDEN AVE	Amery, WI 54001-1448	(534) 444-0005	(534) 444-0006	12	52-2575
East Paterson Dialysis	680 BROADWAY STE 103	Paterson, NJ 07514-1526	(973) 357-8079	(973) 279-1825	18	31-2643
Oak Park Dialysis	13481 W 10 MILE RD	Oak Park, MI 48237-4633	(248) 582-9750	(248) 582-9760	20	23-2613
Fort Myers South Dialysis	8850 GLADIOLUS DR	Fort Myers, FL 33908-5102	(239) 415-1661	(239) 415-7440	22	10-2744
South Shore Dialysis Center	212 GULF FWY S STE G3	League City, TX 77573-3956	(281) 554-6050	(281) 316-1385	12	67-2522
Oak Creek Dialysis	8201 S HOWELL AVE STE 600	Oak Creek, WI 53154-8336	(414) 762-3784	(414) 762-4012	12	52-2578
Hermiston Community Dialysis Center	1155 W LINDA AVE	Hermiston, OR 97838-9601	(541) 289-1122	(541) 289-1150	12	38-2544
Long Beach Harbor (UCLA)	1075 E PACIFIC COAST HWY	Long Beach, CA 90806-5089	(562) 599-1511	(562) 599-1922	12	55-2579
Springhill Dialysis	3401 SPRINGHILL DR STE 190	North Little Rock, AR 72117-2925	(501) 945-3669	(501) 945-3949	17	04-2513
Ocoee Dialysis	11140 W COLONIAL DR STE 5	Ocoee, FL 34761-3300	(407) 877-0626	(407) 877-0603	18	10-2639
Strongsville Dialysis	17792 PEARL RD	Strongsville, OH 44136-6909	(440) 238-9270	(440) 238-9275	18	36-2684
Ceres Dialysis Center	1768 MITCHELL RD STE 308	Ceres, CA 95307-2156	(209) 538-9853	(209) 538-9858	16	55-2581
Pulaski County Dialysis	202 JOHN HARDEN DR	Jacksonville, AR 72076-3775	(501) 982-1004	(501) 982-1068	9	04-2535
Orlando North Dialysis	5135 ADANSON ST STE 700	Orlando, FL 32804-1338	(407) 539-3998	(407) 539-5708	16	10-2707
Clearlake Dialysis	14400 OLYMPIC DR	Clearlake, CA 95422-8809	(707) 994-9785	(707) 994-9790	12	55-2586
Hopewell Dialysis Center	301 W BROADWAY AVE	Hopewell, VA 23860-2645	(804) 452-2494	(804) 452-1204	16	49-2563
Orlando East Dialysis	11616 LAKE UNDERHILL RD STE 206	Orlando, FL 32825-4466	(407) 384-1175	(407) 384-1421	21	10-2660
DaVita East Dialysis	11989 PELLICANO DR	El Paso, TX 79936-6287	(915) 856-6363	(915) 856-9777	24	67-2558
Bellflower Dialysis Center	15736 WOODRUFF AVE	Bellflower, CA 90706-4018	(562) 804-3099	(562) 804-1544	20	55-2588
Central Avenue Dialysis	10994 BALTIMORE ST NE	Blaine, MN 55449-4601	(763) 786-5026	(763) 786-4138	12	24-2591
Continental Dialysis Center of Springfield	8003 FORBES PL STE 110	Springfield, VA 22151-2215	(703) 321-7207	(703) 321-8658	21	49-2535
Orlando Home Training Dialysis	116 STURTEVANT ST STE 2	Orlando, FL 32806-2021	(407) 849-1567	(407) 849-1657	0	10-2772
Exeter Dialysis	1116 W VISALIA RD STE 106	Exeter, CA 93221-1482	(559) 592-1025	(559) 592-4103	24	55-2594
Lake Mary Dialysis	39 SKYLINE DR STE 1001	Lake Mary, FL 32746-7123	(407) 833-8667	(407) 833-8672	20	68-2567
Bertha Sirk Dialysis Center	5820 YORK RD STE 10	Baltimore, MD 21212-3620	(410) 532-9311	(410) 532-5833	16	21-2543
Kissimmee Dialysis	802 N JOHN YOUNG PKWY	Kissimmee, FL 34741-4912	(407) 847-4423	(407) 847-5973	25	10-2569
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
Santa Fe Springs Dialysis	11147 WASHINGTON BLVD	Whittier, CA 90606-3007	(562) 695-0827	(562) 695-1132	16	55-2597
Downtown Dialysis Center	821 N EUTAW ST STE 401	Baltimore, MD 21201-6304	(410) 383-3455	(410) 383-3468	31	21-2522
Lake Wales Dialysis Center	1125 BRYN MAWR AVE	Lake Wales, FL 33853-4333	(863) 679-9851	(863) 679-9856	12	10-2712
Springhurst Dialysis	10201 CHAMPION FARMS DR	Louisville, KY 40241-6150	(502) 425-2131	(502) 425-2151	18	18-2577

Joy of Dixon Dialysis Center	1640 N LINCOLN ST	Dixon, CA 95620-9268	(707) 693-8301	(707) 693-8306	12	55-2603
CDC of Woodbridge	2751 KILLARNEY DR	Woodbridge, VA 22192-4119	(703) 897-7027	(703) 897-1328	24	49-2521
Winter Haven Dialysis	1625 UNITY WAY NW	Winter Haven, FL 33881-2107	(863) 294-8851	(863) 294-5212	20	10-2545
Yosemite Street Dialysis Center	1650 W YOSEMITE AVE	Manteca, CA 95337-5193	(209) 824-5552	(209) 825-1786	21	55-2606
Broken Arrow Dialysis Center	1710 N 9TH ST	Broken Arrow, OK 74012-8283	(918) 355-0657	(918) 355-2800	16	37-2516
Bartow Dialysis	2295 E FLAMINGO DR	Bartow, FL 33830-4203	(863) 533-1601	(863) 519-4415	16	10-2626
Vancouver Dialysis Center	9120 NE VANCOUVER MALL DR STE 160	Vancouver, WA 98662-9401	(360) 891-5777	(360) 891-1085	15	50-2550
Winter Haven South Dialysis	7220 CYPRESS GARDENS BLVD	Winter Haven, FL 33884-3217	(863) 324-5040	(863) 324-8492	12	68-2552
TRC Children's Dialysis Center	1333 N KINGSBURY ST STE 100	Chicago, IL 60642-2687	(312) 642-2631	(312) 642-2695	8	14-2604
Orlando Southwest Dialysis	6925 LAKE ELLENOR DR STE 650	Orlando, FL 32809-4670	(407) 852-1751	(407) 852-1748	18	10-2750
Smoky Mountain Dialysis	1611 ANDREWS RD	Murphy, NC 28906-5100	(828) 835-4910	(828) 835-7394	13	34-2649
Cornerhouse Dialysis Center	2005 NAGLEE AVE	San Jose, CA 95128-4801	(408) 998-0183	(408) 998-7105	25	55-2608
Comprehensive Renal Care - Gary	4802 BROADWAY	Gary, IN 46408-4509	(219) 887-1199	(219) 887-1605	40	15-2521
Orange City Dialysis	2575 S VOLUSIA AVE STE 400	Orange City, FL 32763-9116	(386) 774-0101	(386) 774-0249	16	10-2775
Fenton Dialysis	17420 SILVER PKWY	Fenton, MI 48430-4429	(810) 750-9200	(810) 750-9210	12	23-2635
San Marcos Dialysis Center	2135 MONTIEL RD BLDG B	San Marcos, CA 92069-3511	(760) 975-0170	(760) 975-0177	20	55-2618
Ridge Park Dialysis	4805 PEARL RD	Cleveland, OH 44109-5145	(216) 398-6029	(216) 398-6053	14	36-2828
Daytona South Dialysis	955 FOSTER WAY STE 306	South Daytona, FL 32119-1731	(386) 322-3625	(386) 322-3695	24	10-2614
Tennessee Valley Dialysis Center	107 WOODLAWN DR STE 2	Johnson City, TN 37604-6287	(423) 926-2976	(423) 926-1232	16	44-2666
Calvine Home Training	8231 E STOCKTON BLVD STE A	Sacramento, CA 95828-8202	(916) 689-4254	(916) 689-9563	6	55-2747
Daytona Beach Dialysis	578 HEALTH BLVD	Daytona Beach, FL 32114-1492	(386) 258-7322	(386) 258-0191	20	10-2521
Anadarko Dialysis Center	414 SE 11TH ST	Anadarko, OK 73005-4442	(405) 247-2299	(405) 247-4888	10	37-2575
Jackson Dialysis	234 W LOUIS GLICK HWY	Jackson, MI 49201-1326	(517) 841-1712	(517) 841-1724	21	23-2571
New Smyrna Beach Dialysis	110 S ORANGE ST	New Smyrna Beach, FL 32168-7153	(386) 409-0025	(386) 409-0410	12	10-2696
Andover Dialysis	488 S MAIN ST	Andover, OH 44003-9602	(440) 293-6028	(440) 293-6219	14	36-2694
Downey Landing Dialysis Center	11611 BELLFLOWER BLVD	Downey, CA 90241-5408	(562) 862-0001	(562) 862-0040	31	55-2624
Round Rock Dialysis	1800 ROUND ROCK AVE STE 200	Round Rock, TX 78681-4070	(512) 310-8797	(512) 246-0030	12	67-2780
Almond-Wood Dialysis	501 E ALMOND AVE	Madera, CA 93637-5661	(559) 664-9252	(559) 664-9255	22	55-2564
Hesperia Dialysis Center	14135 MAIN ST STE 501	Hesperia, CA 92345-8097	(760) 947-7405	(760) 949-7925	22	55-2626
Southwest San Antonio Dialysis Center	7515 BARLITE BLVD	San Antonio, TX 78224-1311	(210) 923-4566	(210) 922-6256	24	45-2571
Deland Dialysis	350 E NEW YORK AVE	Deland, FL 32724-5510	(386) 738-2570	(386) 738-9576	20	10-2573
Franklin Dialysis	1140 W JEFFERSON ST STE A	Franklin, IN 46131-2101	(317) 736-4304	(317) 736-5787	14	15-2603
San Leandro Dialysis	15555 E 14TH ST STE 520	San Leandro, CA 94578-1949	(510) 317-6510	(510) 317-6515	24	55-2633
Tyrone Dialysis	175 HOSPITAL DR	Tyrone, PA 16686-1808	(814) 684-4390	(814) 684-2402	8	39-2825
Cleveland Dialysis Center	202 E FORT WORTH ST	Cleveland, TX 77327-4917	(281) 659-9679	(281) 659-0026	20	45-2731
Palm Coast Dialysis	13 KINGSWOOD DR STE A	Palm Coast, FL 32137-4614	(386) 445-4445	(386) 445-3312	22	10-2728
Leavenworth Dialysis	831 W EISENHOWER RD	Lansing, KS 66043-2206	(913) 675-3157	(913) 675-3181	20	17-2545
Livermore Dialysis	3201 DOOLAN RD STE 175	Livermore, CA 94551-9610	(925) 245-9780	(925) 245-9785	24	55-2638
Omni Dialysis Center	9350 KIRBY DR STE 110	Houston, TX 77054-2528	(713) 665-4747	(713) 665-3570	48	45-2667
Ormond Beach Dialysis	420 S NOVA RD STE 7	Ormond Beach, FL 32174-0411	(386) 676-2405	(386) 676-6738	24	10-2638
Cold Spring Dialysis	430 CROSS ROADS BLVD	Cold Spring, KY 41076-2341	(859) 441-3981	(859) 441-4582	12	18-2583
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
Model City Home Training	1724 LEIGHTON AVE	Anniston, AL 36207-3833	(256) 236-5864	(256) 741-1782	3	01-2685
Upland Dialysis Center	1 MEDICAL CENTER BLVD STE 120	Chester, PA 19013-3902	(610) 447-2825	(610) 490-0945	36	39-2508
Perry Dialysis	610 10TH ST STE L100	Perry, IA 50220-2221	(515) 465-2657	(515) 465-2874	8	16-2534
Yuma Dialysis	2130 W 24TH ST	Yuma, AZ 85364-6122	(928) 783-2365	(928) 783-6870	32	03-2502
Aborn Dialysis	3162 S WHITE RD STE 100	San Jose, CA 95148-4007	(408) 223-0620	(408) 223-0625	18	55-2643
Greystone Dialysis	5406 HIGHWAY 280 STE D107	Birmingham, AL 35242-6592	(205) 981-2045	(205) 408-5116	11	01-2676
Southeastern Dialysis Center - Elizabethtown	101 DIALYSIS DR	Elizabethtown, NC 28337-9048	(910) 862-7022	(910) 862-6312	19	34-2578
West Tallahassee Dialysis	5857 W TENNESSEE ST	Tallahassee, FL 32304-9218	(850) 350-0002	(850) 350-0120	24	10-2673
East LA Plaza Dialysis	1700 E CESAR E CHAVEZ AVE STE L 100	Los Angeles, CA 90033-2472	(323) 261-0484	(323) 261-5348	33	05-2622
Knoxville Central Dialysis	9141 CROSS PARK DR STE 102	Knoxville, TN 37923-4557	(865) 531-4681	(865) 690-9943	8	44-2681
Sanger Sequoia Dialysis	2517 JENSEN AVE BLDG B	Sanger, CA 93657-2251	(559) 876-3852	(559) 876-3930	16	55-2650
South Little Rock Dialysis	6115 BASELINE RD STE 100	Little Rock, AR 72209-4725	(501) 570-0543	(501) 570-0738	13	04-2590
Southeastern Dialysis Center - Jacksonville	14 OFFICE PARK DR	Jacksonville, NC 28546-7325	(910) 353-6888	(910) 353-6839	38	34-2532
Four Freedoms Dialysis	289 SW RANGE AVE STE A	Madison, FL 32340-2351	(850) 973-3852	(850) 973-9861	16	10-2737
Banning Dialysis	6090 W RAMSEY ST	Banning, CA 92220-3052	(951) 845-4494	(951) 845-4845	18	55-2520
Rivercenter Dialysis	1123 N MAIN AVE STE 150	San Antonio, TX 78212-4738	(210) 270-7887	(210) 270-7892	22	67-2516
Dialysis Care of Rutherford County	226 COMMERCIAL ST	Forest City, NC 28043-2851	(828) 248-3660	(828) 248-3825	30	34-2566
Tallahassee South Dialysis	2410 S ADAMS ST	Tallahassee, FL 32301-6325	(850) 224-8757	(850) 224-8766	20	10-2765
Ocean Springs Dialysis	13150 PONCE DE LEON DR	Ocean Springs, MS 39564-2460	(228) 818-3201	(228) 818-6468	16	25-2519
Boerne Dialysis Center	1369 S MAIN ST STE 101	Boerne, TX 78006-2860	(830) 249-1491	(830) 249-1508	12	67-2578
Ultimate Kidney Care	2720 SW 97TH AVE STE 201	Miami, FL 33165-2680	(305) 226-2699	(305) 226-4199	15	68-2546
Southeastern Dialysis Center - Wilmington	2215 YAUPON DR	Wilmington, NC 28401-7334	(910) 343-0664	(910) 343-0674	32	34-2511
Quincy Dialysis	878 STRONG RD	Quincy, FL 32351-5243	(850) 854-8001	(850) 854-8002	20	10-2627
South Yuma Dialysis	7179 E 31ST PLACE	Yuma, AZ 85365-8392	(928) 317-0517	(928) 726-9155	20	03-2556
Mid Cities Dialysis Center	117 E HARWOOD RD	Hurst, TX 76054-3043	(817) 656-2843	(817) 656-2040	16	67-2579
Newton County Dialysis	10132 CARLIN DR	Covington, GA 30014-3651	(770) 385-8008	(770) 385-7287	17	11-2883
Las Vegas Dialysis Center	150 S VALLEY VIEW BLVD	Las Vegas, NV 89107-3110	(702) 878-0908	(702) 878-8292	40	29-2501
Tallahassee Dialysis	1607 PHYSICIANS DR	Tallahassee, FL 32308-4620	(850) 878-8776	(850) 878-9004	27	10-2624
K Street Dialysis	2131 K ST NW STE 300	Washington, DC 20037-1898	(202) 223-8453	(202) 223-9789	25	09-2518
Lake Cliff Dialysis Center	805 N BECKLEY AVE	Dallas, TX 75203-1612	(214) 942-7727	(214) 942-7774	20	67-2580
Meriwether Greenville Dialysis	4130 WHITE HOUSE PKWY	Warm Springs, GA 31830-2214	(706) 655-3642	(706) 655-3754	11	11-2881
University Park Dialysis Center	3986 S FIGUEROA ST	Los Angeles, CA 90037-1222	(213) 749-8297	(213) 749-0472	20	05-2713
Sebastian Dialysis	1424 US HWY 1 STE C	Sebastian, FL 32958-1619	(772) 589-9182	(772) 589-9959	16	10-2727
Laurens County Dialysis	2400 BELLEVUE RD STE 8	Dublin, GA 31021-2856	(478) 272-5190	(478) 275-2433	26	11-2546
The Woodlands Dialysis Center	9301 PINECROFT DR STE 130	Shenandoah, TX 77380-3178	(281) 292-6788	(281) 292-5950	16	67-2581
Kentucky Wildcat Specialty Dialysis	2130 NICHOLASVILLE RD STE 5	Lexington, KY 40503-2520	(859) 277-9911	(859) 277-8450	10	18-2627
Montclair Dialysis Center	9142 MONTE VISTA AVE	Montclair, CA 91763-1723	(909) 626-6505	(909) 624-5736	28	05-2804
Melbourne Dialysis	4175 W NEW HAVEN AVE STE 15	Melbourne, FL 32904-1997	(321) 956-6252	(321) 956-6464	12	10-2816
Weymouth Dialysis	330 LIBBEY INDUSTRIAL PKWY STE 900	Weymouth, MA 02189-3122	(781) 331-7700	(781) 331-3046	34	22-2517
Cedar Park Dialysis Center	1720 E WHITESTONE BLVD	Cedar Park, TX 78613-7640	(512) 528-8478	(512) 528-8504	12	67-2591
Essen Lane Dialysis	7703 PICARDY AVE	Baton Rouge, LA 70808-4338	(225) 769-8669	(225) 766-0095	21	19-2716
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
Norwich Dialysis	113 SALEM TPKE STE 4	Norwich, CT 06360-6484	(860) 800-6388	(860) 800-6425	28	07-2520
First Colony Dialysis Center	1447 HIGHWAY 6 STE 140	Sugar Land, TX 77478-5094	(281) 494-1465	(281) 494-1484	13	67-2592
Youngsville Dialysis	314 YOUNGSVILLE HWY STE 125	Lafayette, LA 70508-4524	(337) 837-5044	(337) 837-5609	13	19-2721
Merrillville Dialysis	9223 TAFT ST	Merrillville, IN 46410-6911	(219) 793-9035	(219) 793-9171	16	15-2581
Delray Dialysis	2655 W ATLANTIC AVE	Delray Beach, FL 33445-4400	(561) 279-2626	(561) 279-2921	22	10-2617
St. Louis West Dialysis	400 N LINDBERGH BLVD	Saint Louis, MO 63141-7814	(314) 989-0886	(314) 989-0596	21	26-2583
Port Lavaca Dialysis	1300 N VIRGINIA ST STE 102	Port Lavaca, TX 77979-2512	(361) 552-3800	(361) 552-8703	10	67-2595
Lone Star Dialysis	8560 MONROE RD	Houston, TX 77061-4815	(713) 378-6094	(713) 378-6398	48	45-2676
Lake Worth Dialysis	2459 S CONGRESS AVE STE 100	Palm Springs, FL 33406-7616	(561) 439-1532	(561) 439-1018	25	10-2637
Eufaula Dialysis	220 S ORANGE AVE	Eufaula, AL 36027-1612	(334) 688-0806	(334) 688-9893	12	01-2609
Historical Hastings Dialysis	1828 MARKET BLVD	Hastings, MN 55033-3494	(651) 438-2155	(651) 438-2164	8	24-2594
Brandon East Dialysis	114 E BRANDON BLVD	Brandon, FL 33511-5219	(813) 657-2783	(813) 657-2521	20	10-2779

Charlottesville North Dialysis	1800 TIMBERWOOD BLVD STE C	Charlottesville, VA 22911-7544	(434) 973-8555	(434) 973-1088	13	49-2636
Sealy Dialysis	2242 CHAMPIONSHIP DR	Sealy, TX 77474-8122	(979) 627-0300	(979) 627-0318	21	67-2606
Temple Terrace Dialysis	11306 N 53RD ST	Temple Terrace, FL 33617-2214	(813) 989-2062	(813) 989-3658	24	10-2748
Butler County Home Training Dialysis	7335 YANKEE RD SUITE 101	Liberty Township, OH 45044-0008	(513) 755-2524	(513) 755-3268	4	36-2689
Washington Home Training	1040 WASHINGTON SQ	Washington, MO 63090-5302	(636) 239-8980	(636) 239-1761	0	26-2665
Maryville Dialysis	2102 VADALABENE DR STE 1	Maryville, IL 62062-5632	(618) 288-1196	(618) 288-1294	16	14-2634
Bonita Springs Dialysis	9134 BONITA BEACH RD SE	Bonita Springs, FL 34135-4281	(239) 949-0444	(239) 949-0450	16	10-2752
Taylor Dialysis	3100 W 2ND ST	Taylor, TX 76574-4647	(512) 352-2549	(512) 352-2535	12	67-2617
Rockingham County Dialysis	18 PELHAM RD STE 1	Salem, NH 03079-4818	(603) 870-9487	(603) 870-9498	10	30-2517
Union Gap Dialysis	1236 AHTANUM RIDGE DR AHTANUM RIDGE BUSINESS PARK	Union Gap, WA 98903-1813	(509) 469-6292	(509) 469-6299	14	50-2543
Sun City Center Dialysis	783 CORTARO DR	Ruskin, FL 33573-6812	(813) 633-2847	(813) 633-2972	16	10-2642
Kaufman Dialysis	2851 MILLENNIUM DR	Kaufman, TX 75142-8865	(972) 932-9091	(972) 932-9098	12	67-2619
Waters Place Dialysis Center	1733 EASTCHESTER RD	Bronx, NY 10461-2315	(718) 822-1968	(718) 822-6030	24	33-2708
Central Tampa Dialysis	4204 N MACDILL AVE SOUTH BLDG	Tampa, FL 33607-6342	(813) 871-3202	(813) 871-3903	20	10-2605
Center Point Dialysis	2337 1ST ST NE	Center Point, AL 35215-3619	(205) 520-1108	(205) 853-0933	16	01-2623
Staten Island Dialysis Center	1139 HYLAN BLVD	Staten Island, NY 10305-2061	(718) 816-4913	(718) 816-6340	18	33-2711
Hampton Avenue Dialysis	1425 HAMPTON AVE	Saint Louis, MO 63139-3115	(314) 781-4022	(314) 781-4063	12	26-2607
Zephyrhills Dialysis	36819 EILAND BLVD UNIT 2	Zephyrhills, FL 33542-0600	(813) 788-7041	(813) 788-7236	24	10-2593
Magnolia Dialysis Center	17649 FM 1488 RD	Magnolia, TX 77354-5235	(281) 259-0397	(281) 259-0425	12	67-2625
Canal Winchester Dialysis	3568 GENDER RD	Canal Winchester, OH 43110-8007	(614) 834-3564	(614) 834-3597	15	36-2815
Rockford Dialysis	3339 N ROCKTON AVE	Rockford, IL 61103-2839	(815) 636-4493	(815) 637-4814	22	14-2647
Miami Campus Dialysis	1951 NW 7TH AVE STE 500	Miami, FL 33136-1121	(305) 325-8956	(305) 325-8748	33	10-2656
Grosse Pointe Dialysis	18000 E WARREN AVE STE 100	Detroit, MI 48224-1336	(313) 343-5371	(313) 343-6015	24	23-2643
Davita Central Dallas Dialysis	9500 N CENTRAL EXPY STE 102	Dallas, TX 75231-5139	(214) 739-3004	(214) 739-3002	16	67-2632
Galion Dialysis	865 HARDING WAY W	Galion, OH 44833-1637	(419) 462-0897	(419) 462-0927	17	36-2816
Bellevue Dialysis Center	3535 FACTORIA BLVD SE STE 150	Bellevue, WA 98006-1293	(425) 641-6514	(425) 641-6518	12	50-2542
Plantation Dialysis	7061 CYPRESS RD STE 103	Plantation, FL 33317-2243	(954) 583-2100	(954) 584-2463	25	10-2536
Duncanville Dialysis	270 E HIGHWAY 67 STE 100	Duncanville, TX 75137-4428	(972) 296-4911	(972) 296-4429	21	67-2635
Ross Dialysis	3825 KRAUS LN STE S	Fairfield, OH 45014-5867	(513) 738-0276	(513) 738-0305	13	36-2819
Lamplighter Dialysis	12654 LAMPLIGHTER SQUARE SHPG CTR	Saint Louis, MO 63128-2746	(314) 729-7979	(314) 729-7958	16	26-2606
Miami East Dialysis	1250 NW 7TH ST STE 106	Miami, FL 33125-3744	(305) 547-1496	(305) 547-1516	16	10-2784
Plano Dialysis Center	481 SHILOH RD STE 100	Plano, TX 75074-7231	(972) 881-3270	(972) 881-5086	12	67-2636
Steubenville Home Training	1799 SINCLAIR AVE STE 2	Steubenville, OH 43953-3373	(740) 346-2740	(740) 346-2783	0	36-2801
Southwest Ohio Dialysis	215 S ALLISON AVE	Xenia, OH 45385-3694	(937) 376-1453	(937) 374-2930	21	36-2594
Greater Miami Dialysis	160 NW 176TH ST STE 100	Miami, FL 33169-5040	(305) 653-6033	(305) 653-0118	20	10-2586
Rockwall Dialysis Center	2346 GREENCREST BLVD	Rockwall, TX 75087-5513	(972) 722-4781	(972) 722-4872	17	67-2638
Kilgore Dialysis Center	2403 STATE HIGHWAY 42 N	Kilgore, TX 75662-5554	(903) 988-8200	(903) 988-8208	16	45-2885
Miami North Dialysis	860 NE 125TH ST	North Miami, FL 33161-5743	(305) 893-7887	(305) 893-4429	17	10-2776
Baytown Dialysis	4665 GARTH RD STE 900	Baytown, TX 77521-2261	(281) 422-0820	(281) 422-0961	12	67-2641
Palm Brook Dialysis Center	14664 N DEL WEBB BLVD	Sun City, AZ 85351-2137	(623) 583-6550	(623) 977-2514	20	03-2601
South Beach Dialysis	1711 ALTON RD	Miami Beach, FL 33139-2411	(305) 695-4175	(305) 695-4179	20	10-2718
Silver Lake Dialysis	2723 W TEMPLE ST	Los Angeles, CA 90026-4723	(213) 480-3039	(213) 480-3287	30	55-2659
Market Commons Dialysis Center	1350 FARROW PKWY STE 100	Myrtle Beach, SC 29577-2060	(843) 839-0966	(843) 839-0977	17	42-2649
Upper Valley Kidney Center	3190 N COUNTY ROAD 25A	Troy, OH 45373-1337	(937) 332-3733	(937) 332-3794	22	36-2796
Candler County Dialysis	325 CEDAR ST	Metter, GA 30439-4043	(912) 225-9849	(912) 225-9850	20	11-2624
Redwood City Dialysis	1000 MARSHALL ST	Redwood City, CA 94063-2065	(650) 365-0129	(650) 365-0232	24	55-2665
Cypress Gardens Home Training	526 BROAD ST	Sumter, SC 29150-3306	(803) 773-5891	(803) 773-6464	4	42-2648
Ivy Dialysis	602 IVY ST	Elmira, NY 14905-1646	(607) 737-4186	(607) 737-4446	20	33-2735
Effingham North Dialysis	1451 GA HWY 21 S STE A	Springfield, GA 31329-5244	(912) 754-4289	(912) 754-6564	12	11-2661
Campbell Station Dialysis	111 S CAMPBELL STATION RD	Farragut, TN 37934-2845	(865) 777-2750	(865) 777-2755	13	44-2721
Schuyler Dialysis	220 STEUBEN ST	Montour Falls, NY 14865-9740	(607) 210-1997	(607) 210-1996	4	33-2733
Williams Street Dialysis	2812 WILLIAMS ST	Savannah, GA 31404-4134	(912) 354-5005	(912) 353-7509	20	11-2636
Mission Valley Dialysis	1203 ST CLAIRE BLVD 9B	Mission, TX 78572-6601	(956) 583-3760	(956) 583-8252	13	67-2646
South Shore Annex Dialysis	16750 HIGHWAY 3	Webster, TX 77598-2000	(281) 332-4719	(281) 332-3720	12	67-2779
Union Memorial Dialysis	201 E UNIVERSITY PKWY	Baltimore, MD 21218-2829	(410) 554-4535	(410) 554-4544	27	21-2721
DeRenne Dialysis	5303 MONTGOMERY ST	Savannah, GA 31405-5138	(912) 352-1354	(912) 352-7489	26	11-2639
T C Jester Dialysis	1800 W 26TH ST STE 101	Houston, TX 77008-1451	(713) 863-0463	(713) 863-8272	20	67-2675
Princess Anne Dialysis	3973 HOLLAND RD	Virginia Beach, VA 23452-2804	(757) 340-3526	(757) 340-4916	17	49-2675
Abercorn Dialysis	11706 MERCY BLVD STE 9	Savannah, GA 31419-1751	(912) 961-6006	(912) 961-9257	12	11-2631
Riverwood Dialysis	24467 W 10 MILE RD	Southfield, MI 48033-2931	(248) 352-3137	(248) 352-3827	16	23-2665
Logan Square Dialysis	2838 N KIMBALL AVE	Chicago, IL 60618-7524	(773) 342-3738	(773) 342-8186	28	14-2534
Atlanta Dialysis	567 NORTH AVE NE STE 200	Atlanta, GA 30308-2721	(404) 853-1662	(404) 853-3674	28	11-2561
Cypress Woods Northwest Dialysis	20320 NORTHWEST FWY STE 100	Jersey Village, TX 77065-5643	(281) 890-2540	(281) 890-5376	13	67-2669
Thomaston Dialysis	1065 US HIGHWAY 19 NORTH	Thomaston, GA 30286-2230	(706) 648-6364	(706) 648-3505	23	11-2557
Highland Ranch Dialysis Center	7223 CHURCH ST STE A14	Highland, CA 92346-6837	(909) 862-9670	(909) 862-9675	21	55-2663
Athens West Dialysis	1747 LANGFORD DR BLDG 500	Watkinsville, GA 30677-7370	(706) 583-1785	(706) 583-1943	28	11-2513
Gateway Plaza Dialysis	1580 W ROSECRANS AVE	Compton, CA 90220-1001	(310) 631-3085	(310) 631-3670	16	55-2661
Los Angeles Dialysis Center	3901 S WESTERN AVE	Los Angeles, CA 90062-1112	(323) 294-0670	(323) 294-0499	28	05-2695
Ponce City Dialysis	567 NORTH AVE NE STE 100	Atlanta, GA 30308-2721	(404) 745-9580	(404) 745-9155	25	11-2562
Pasadena Foothills Dialysis	3722 E COLORADO BLVD	Pasadena, CA 91107-3872	(626) 432-4331	(626) 432-4336	20	55-2660
Manasota Dialysis	6960 PROFESSIONAL PKWY E UNITS 4 & 5	Sarasota, FL 34240-8428	(941) 362-2864	(941) 907-4720	12	68-2574
River Valley Dialysis	3121 W 2ND CT	Russellville, AR 72801-4504	(479) 968-4687	(479) 968-2260	20	04-2508
Atlanta West Dialysis	2538 MARTIN LUTHER KING JR DR SW	Atlanta, GA 30311-1779	(404) 699-1300	(404) 699-1144	20	11-2643
West Lawn Dialysis	7000 S PULASKI RD	Chicago, IL 60629-5842	(773) 284-5324	(773) 284-5616	12	14-2719
Nampa Dialysis Center	846 PARKCENTRE WAY	Nampa, ID 83651-1790	(208) 467-5180	(208) 467-4475	15	13-2501
Tokay Dialysis Center	312 S FAIRMONT AVE STE A	Lodi, CA 95240-3840	(209) 369-5418	(209) 369-5963	12	55-2504
Somerset County Dialysis	229 S KIMBERLY AVE STE 100	Somerset, PA 15501-2022	(814) 445-6127	(814) 445-5627	8	39-2778
Southern Lane Dialysis	1840 SOUTHERN LN	Decatur, GA 30033-4033	(404) 325-8884	(404) 325-8879	16	11-2596
West Plano Dialysis	5036 TENNYSON PKWY	Plano, TX 75024-3002	(972) 608-1089	(972) 608-1096	12	67-2658
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
White Ponds Dialysis	791 WHITE POND DR	Akron, OH 44320-4202	(330) 835-9083	(330) 835-9353	22	36-2623
Burton Dialysis	4015 DAVISON RD	Burton, MI 48509-1401	(810) 715-1312	(810) 715-1356	12	23-2663
Alice Renal Center	2345 ALICE REGIONAL BLVD	Alice, TX 78332-7291	(361) 664-1723	(361) 664-1763	24	45-2537
Rome Dialysis	20 RIVERBEND DR SW STE 100	Rome, GA 30161-6066	(706) 236-9550	(706) 236-9308	21	11-2505
Akron Renal Center	525 E MARKET ST BLDG 50	Akron, OH 44304-1619	(330) 375-6848	(330) 375-3421	16	36-2719
Floyd Curl Dialysis	9238 FLOYD CURL DR STE 102	San Antonio, TX 78240-1691	(210) 561-4373	(210) 561-9415	20	67-2653
St. Louis Dialysis Center	2610 CLARK AVE	Saint Louis, MO 63103-2502	(314) 534-0909	(314) 534-0661	25	26-2503
Eastlake Dialysis	1757 CANDLER RD	Decatur, GA 30032-3276	(404) 289-2313	(404) 289-2450	20	11-2553
Lake Road Dialysis	6902 SE LAKE RD STE 100	Milwaukie, OR 97267-2148	(503) 794-1288	(503) 794-5916	21	38-2534
Champions Dialysis	4427 FM 1960 RD W	Houston, TX 77068-3409	(281) 444-8439	(281) 537-8250	20	67-2676
Oyster Bay Dialysis	17 E OLD COUNTRY RD	Hicksville, NY 11801-4270	(516) 681-2786	(516) 933-7836	25	33-2552
Mesa County Dialysis	561 25 RD STE D	Grand Junction, CO 81505-1360	(970) 248-9120	(970) 248-9125	15	06-2567
United Dialysis Center	3111 LONG BEACH BLVD	Long Beach, CA 90807-5015	(562) 426-5155	(562) 426-5007	27	05-2671
Ellicott City Dialysis	3419 PLUMTREE DR STE 103	Ellicott City, MD 21042-3871	(410) 750-8071	(410) 750-8075	18	21-2560
Black Canyon Dialysis	3421 S RIO GRANDE AVE UNIT D1	Montrose, CO 81401-4840	(970) 240-7925	(970) 240-6197	13	06-2569
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

Atlanta Airport Dialysis	2685 METROPOLITAN PKWY SW STE F	Atlanta, GA 30315-7926	(404) 761-2630	(404) 761-2618	20	11-2568
McCarty Lane Dialysis	500 MCCARTY LN	Jackson, OH 45640-7019	(740) 286-1600	(740) 286-1615	12	36-2701
Carthage Dialysis	165 SAVANNAH GARDEN DR	Carthage, NC 28327-6161	(910) 947-1052	(910) 947-1060	14	34-2679
Sierra Rose Dialysis Center	685 SIERRA ROSE DR	Reno, NV 89511-2060	(775) 829-6580	(775) 829-6581	18	29-2520
Sagemeadow Dialysis	10923 SCARSDALE BLVD	Houston, TX 77089-6024	(281) 922-6130	(281) 922-6145	20	67-2670
Summerlin Dialysis Center	653 N TOWN CENTER DR STE 70	Las Vegas, NV 89144-0503	(702) 360-6908	(702) 360-7806	20	29-2515
Douglasville Dialysis	3899 LONGVIEW DR	Douglasville, GA 30135-1373	(770) 949-8403	(770) 949-8406	20	11-2526
Prescott Dialysis	980 WILLOW CREEK RD STE 101	Prescott, AZ 86301-1619	(928) 776-9459	(928) 776-8061	12	03-2523
Frackville Dialysis	950 MALL RD	Frackville, PA 17931-2505	(570) 874-1238	(570) 874-1863	12	39-2776
Central Des Moines Dialysis	1215 PLEASANT ST STE 106	Des Moines, IA 50309-1409	(515) 241-5715	(515) 241-5782	20	16-2501
Yaquina Bay Dialysis	957 SW Coast Hwy	Newport, OR 97365-5143	541-283-3798	541-283-5013	12	38-2589
West Des Moines Dialysis	6800 LAKE DR STE 185	West Des Moines, IA 50266-2544	(515) 221-2944	(515) 221-1903	10	16-2506
North Fulton Dialysis	1250 NORTHMEADOW PKWY STE 120	Roswell, GA 30076-4914	(770) 569-2888	(770) 569-2861	20	11-2617
Cottonwood Dialysis	1699 E COTTONWOOD ST STE A200	Cottonwood, AZ 86326-4604	(928) 634-9295	(928) 634-9683	13	03-2562
Classic City Dialysis	1686 PRINCE AVE	Athens, GA 30606-6021	(706) 850-7400	(706) 850-7404	20	11-2821
Riverpoint Dialysis Unit	501 SW 7TH ST STE B	Des Moines, IA 50309-4538	(515) 283-1300	(515) 283-1316	16	16-2529
Fayetteville Dialysis	1279 HIGHWAY 54 W STE 110	Fayetteville, GA 30214-4551	(678) 817-9974	(678) 817-9930	19	11-2657
El Campo Dialysis	307 SANDY CORNER RD	El Campo, TX 77437-9535	(979) 543-8200	(979) 543-8214	18	67-2645
East Des Moines Dialysis	1301 PENNSYLVANIA AVE STE 208	Des Moines, IA 50316-2365	(515) 262-5995	(515) 262-8350	16	16-2533
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
Shenandoah Dialysis	300 PERSHING AVE	Shenandoah, IA 51601-2355	(712) 246-5220	(712) 246-5226	12	16-2527
Loring Heights Dialysis	1741 COMMERCE DR NW STE 405	Atlanta, GA 30318-3107	(404) 351-5758	(404) 351-9470	20	11-2727
Osceola Dialysis	1332 W KEISER AVE	Osceola, AR 72370-2919	(870) 563-4901	(870) 563-4959	12	04-2534
Granite City Dialysis Center	9 AMERICAN VLG	Granite City, IL 62040-3706	(618) 452-5858	(618) 452-6868	20	14-2537
Oak Street Dialysis	2704 N OAK ST BLDG H	Valdosta, GA 31602-1723	(229) 247-4857	(229) 245-8658	13	11-2515
Walnut Creek At Home	400 N WIGET LN	Walnut Creek, CA 94598-2408	(925) 979-9732	(925) 979-9738	0	55-2611
Hope Again Dialysis Center	1207 STATE ROUTE VV	Kennett, MO 63857-3823	(573) 888-0222	(573) 888-0019	16	26-2534
Douglas Dialysis	190 WESTSIDE DR STE A	Douglas, GA 31533-3534	(912) 384-3439	(912) 383-6324	23	11-2535
Loop Renal Center	1101 S CANAL ST	Chicago, IL 60607-4901	(312) 341-2543	(312) 341-9498	28	14-2505
Magnolia West At Home	3660 PARK SIERRA DR STE 103	Riverside, CA 92505-3071	(951) 373-4004	(951) 373-4005	0	55-2617
Evanston Renal Center	1922 DEMPSTER ST	Evanston, IL 60202-1016	(847) 869-5336	(847) 869-5313	22	14-2511
Med-Center At Home	7580 FANNIN ST STE 230	Houston, TX 77054-1939	(713) 790-0150	(713) 790-0740	4	67-2583
Hastings Dialysis Center	1900 N SAINT JOSEPH AVE	Hastings, NE 68901-2652	(402) 463-4893	(402) 463-7049	12	28-2501
McCook Dialysis Center	801 W C ST STE 4	McCook, NE 69001-3592	(308) 345-1916	(308) 345-1928	8	28-2517
Country Hills Dialysis	4215 W 167TH ST	Country Club Hills, IL 60478-2017	(708) 206-1845	(708) 957-7521	24	14-2575
Rosebud Dialysis	1 SOLDIER CREEK RD	Rosebud, SD 57570-0610	(605) 747-2916	(605) 747-2699	12	43-2504
Americus Dialysis	227 N LEE ST	Americus, GA 31709-3525	(229) 928-2257	(229) 928-0695	19	11-2528
Buffalo Grove Dialysis	1291 W DUNDEE RD	Buffalo Grove, IL 60089-4009	(847) 253-9400	(847) 253-9484	16	14-2650
Grand Home Dialysis	14671 W MOUNTAIN VIEW BLVD STE 106	Surprise, AZ 85374-4840	(623) 546-6120	(623) 546-2693	0	03-2620
Sioux Falls Dialysis	2326 W 69TH ST	Sioux Falls, SD 57108-5610	(605) 332-1262	(605) 339-6183	12	43-2503
Jesup Dialysis	301 PEACHTREE ST	Jesup, GA 31545-0245	(912) 427-8946	(912) 427-3164	16	11-2532
Schaumburg Renal Center	1156 S ROSELLE RD	Schaumburg, IL 60193-4072	(847) 524-4310	(847) 524-4311	22	14-2654
Mile High Home Dialysis	1750 PIERCE ST STE A	Lakewood, CO 80214-1434	(303) 232-0939	(303) 274-6096	3	06-2541
Skyline Home Dialysis	7009 W BELMONT AVE	Chicago, IL 60634-4533	(773) 637-7303	(773) 637-7343	0	14-2560
Brunswick Dialysis	53 SCRANTON CONNECTOR	Brunswick, GA 31525-1862	(912) 264-8657	(912) 265-6542	24	11-2514
Kendallville Renal Center	602 N SAWYER RD	Kendallville, IN 46755- 2566	(260) 599-0423	(260) 599-0447	20	15-2625
Greater Tampa at Home	4204 N MACDILL AVE STE 1B NORTH BLDG	Tampa, FL 33607-6364	(813) 872-8216	(813) 872-8469	4	10-2885
Montclare Dialysis Center	7009 W BELMONT AVE	Chicago, IL 60634-4533	(773) 889-6051	(773) 889-6030	16	14-2649
Brunswick South Dialysis	2930 SPRINGDALE RD	Brunswick, GA 31520-4838	(912) 267-1507	(912) 267-9768	16	11-2608
Maryville Home Dialysis	2102 VADALABENE DR STE B	Maryville, IL 62062-5632	(618) 288-1521	(618) 288-1759	0	14-2686
Mt. Greenwood Dialysis	3401 W 111TH ST	Chicago, IL 60655-3329	(773) 445-0558	(773) 445-0829	16	14-2660
Baxley Dialysis	539 FAIR ST	Baxley, GA 31513-0112	(912) 366-0202	(912) 366-0333	13	11-2638
Woodridge Home Dialysis	7425 JANES AVE STE 103	Woodridge, IL 60517-2335	(630) 968-0081	(630) 968-0129	0	14-2696
Little Village Dialysis	2335 W CERMAK RD	Chicago, IL 60608-3811	(773) 523-2939	(773) 523-3797	16	14-2668
Chicago Heights Dialysis	177 W JOE ORR RD STE B	Chicago Heights, IL 60411-1733	(708) 755-9000	(708) 755-9017	16	14-2635
St. Mary's Dialysis	2714 OSBORNE RD	Saint Marys, GA 31558-4049	(912) 214-2806	(912) 214-2807	16	11-2558
North Andover Renal Center	201 SUTTON ST	North Andover, MA 01845-1612	(978) 975-1119	(978) 975-0444	22	22-2545
Dixon Kidney Center	1131 N GALENA AVE	Dixon, IL 61021-1015	(815) 284-0595	(815) 284-0547	14	14-2651
Wylds Road Dialysis	1815 WYLDS RD	Augusta, GA 30909-4430	(706) 733-0522	(706) 733-0432	20	11-2579
Jackson North Dialysis	571 E BEASLEY RD SUITE A	Jackson, MS 39206-3042	(601) 957-1999	(601) 956-3165	46	25-2501
Kidney HOME Center	2270 ROLLING RUN DR STE 600	Windsor Mill, MD 21244-1864	(410) 265-0618	(410) 265-0614	21	21-2659
Council Bluffs Dialysis Center	300 W BROADWAY STE 150	Council Bluffs, IA 51503-9077	(712) 388-0261	(712) 388-0269	24	16-2539
Canton Renal Center	620 E PEACE ST	Canton, MS 39046-4729	(601) 859-3382	(601) 859-8591	22	25-2521
Lake Villa Dialysis	37809 N IL ROUTE 59	Lake Villa, IL 60046-7332	(847) 245-4872	(847) 245-4873	12	14-2666
Effingham Dialysis	904 MEDICAL PARK DR STE 1	Effingham, IL 62401-2193	(217) 342-9558	(217) 342-1049	16	14-2580
Jackson Southwest Dialysis	1828 RAYMOND RD	Jackson, MS 39204-4126	(601) 373-7897	(601) 373-7899	18	25-2533
Eastgate Home Training	4435 AICHOLTZ RD STE 800B	Cincinnati, OH 45245-1690	(513) 752-8301	(513) 752-8483	0	36-2702
Churchview Dialysis	417 WARE AVE	Rockford, IL 61107-6413	(815) 397-4123	(815) 397-3059	24	14-2640
Jacksonville Dialysis	1515 W WALNUT ST	Jacksonville, IL 62650-1150	(217) 243-3042	(217) 243-1365	14	14-2581
Jackson South Dialysis	1015 I 20 FRONTAGE RD	Jackson, MS 39204-5807	(601) 373-9154	(601) 960-0749	28	25-2535
Roxbury Dialysis Center	622 ROXBURY RD	Rockford, IL 61107-5089	(815) 397-0713	(815) 397-0796	16	14-2665
Litchfield Dialysis	915 ST FRANCIS WAY	Litchfield, IL 62056-1775	(217) 324-2200	(217) 324-2077	12	14-2583
Brandon Renal Center	101 CHRISTIAN DR	Brandon, MS 39042-2678	(601) 824-9764	(601) 824-9761	24	25-2549
Sycamore Dialysis	2200 GATEWAY DR	Sycamore, IL 60178-3113	(815) 758-0205	(815) 758-0244	14	14-2639
Taylorville Dialysis	901 W SPRESSER ST	Taylorville, IL 62568-1831	(217) 824-5460	(217) 824-5967	12	14-2587
Renal Care of Carthage	312 ELLIS ST	Carthage, MS 39051-3809	(601) 267-6856	(601) 267-6859	15	25-2562
Alton Dialysis	309 HOMER ADAMS PKWY	Alton, IL 62002-5929	(618) 462-0186	(618) 462-0213	18	14-2619
Westport Renal Center	3947 BROADWAY ST	Kansas City, MO 64111-2516	(816) 531-1181	(816) 531-1186	24	26-2631
Franklin Dialysis at Home	301 CALLOWHILL ST	Philadelphia, PA 19123-4103	(215) 873-0711	(215) 873-0718	0	39-2756
Rushville Dialysis	112 SULLIVAN DRIVE	Rushville, IL 62681-1293	(217) 322-2652	(217) 322-4893	8	14-2620
Marlton Dialysis	769 ROUTE 70 E STE C100	Marlton, NJ 08053-2361	(856) 797-7044	(856) 797-7049	15	31-2590
Pittsburgh Home Modality COE	5171 LIBERTY AVE STE A	Pittsburgh, PA 15224-2254	(412) 605-0415	(412) 605-0853	0	39-2772
Comprehensive Renal Care - East Chicago	4320 FIR ST UNIT 404	East Chicago, IN 46312-3078	(219) 397-1199	(219) 397-1625	12	15-2561
Macon County Dialysis	1090 W MCKINLEY AVE	Decatur, IL 62526-3208	(217) 877-9351	(217) 877-2137	23	14-2584
Summit Renal Center	73 MASSILLON RD	Akron, OH 44312-1028	(330) 733-1861	(330) 733-4696	19	36-2613
Galleria Home Training Dialysis	9045 US HIGHWAY 64 STE 102	Lakeland, TN 38002-8394	(901) 213-2955	(901) 213-1724	0	44-2678
Comprehensive Renal Care-Hammond	222 DOUGLAS ST	Hammond, IN 46320-1960	(219) 932-1199	(219) 932-2393	32	15-2522
Mattoon Dialysis	6051 DEVELOPMENT DR	Charleston, IL 61920-9467	(217) 345-2550	(217) 345-5770	18	14-2585
Northern Philadelphia Dialysis	5933 N BROAD ST	Philadelphia, PA 19141-1801	(215) 549-5000	(215) 549-9558	24	39-2509
Nashville Home Training Dialysis	1919 CHARLOTTE AVE STE 200	Nashville, TN 37203-2245	(615) 329-1162	(615) 329-1368	7	44-2699
Comprehensive Renal Care - Valparaiso	606 LINCOLNWAY	Valparaiso, IN 46383-5728	(219) 531-1299	(219) 531-1094	22	15-2527
Springfield Central Dialysis	600 N GRAND AVE W	Springfield, IL 62702-2538	(217) 528-0556	(217) 528-4065	24	14-2586
Memphis Street Renal Center	3310 MEMPHIS ST	Philadelphia, PA 19134-4510	(215) 739-9558	(215) 739-9586	18	39-2601
San Jose at Home	4400 STEVENS CREEK BLVD STE 50	San Jose, CA 95129-1104	(408) 985-2011	(408) 985-2016	0	55-2602

Arden Hills Dialysis Unit	3900 NORTHWOODS DR STE 110	Arden Hills, MN 55112-6911	(651) 483-3159	(651) 483-9156	12	24-2518
Lincoln Dialysis	2100 5TH ST	Lincoln, IL 62656-9115	(217) 732-6798	(217) 732-7076	14	14-2582
Hanford At Home Dialysis	900 N DOUTY ST	Hanford, CA 93230-3918	(559) 587-9014	(559) 587-9285	0	55-2644
Cass Lake Dialysis Facility	602 3RD ST NW	Cass Lake, MN 56633-3395	(218) 335-4095	(218) 335-4188	8	24-2528
Springfield Montvale Dialysis	2930 MONTVALE DR STE A	Springfield, IL 62704-5376	(217) 793-2781	(217) 793-2845	17	14-2590
Memphis Graceland Renal Center	4180 AUBURN RD	Memphis, TN 38116-6202	(901) 332-8699	(901) 332-8234	16	44-2650
Fresno At Home Center	6121 N THESTA ST STE 102	Fresno, CA 93710-5294	(559) 437-3856	(559) 437-3878	0	55-2645
Coon Rapids Dialysis Unit	3960 COON RAPIDS BLVD NW STE 309	Coon Rapids, MN 55433-2598	(763) 421-8717	(763) 421-4789	16	24-2514
Decatur East Wood Dialysis	794 E WOOD ST	Decatur, IL 62523-1155	(217) 425-6403	(217) 425-8724	18	14-2599
Dialysis Care of McAllen	411 LINDBERG AVE	McAllen, TX 78501-2921	(956) 687-6701	(956) 683-1901	32	45-2654
Binz Home Training	1213 HERMANN DR STE 180	Houston, TX 77004-7070	(713) 529-5155	(713) 529-5135	5	67-2664
Eagan Dialysis Unit	2750 BLUE WATER RD SUITE 300	Eagan, MN 55121-1773	(651) 688-0132	(651) 688-0905	16	24-2557
Illini Renal Dialysis	1004 W ANTHONY DR	Champaign, IL 61821-1205	(217) 355-7020	(217) 355-7313	24	14-2633
Weslaco Renal Center	910 SOUTH UTAH	Weslaco, TX 78596-4270	(956) 968-1895	(956) 968-4886	20	45-2672
North Atlanta Home Training	1200 Altmore Ave, Ste 110	Sandy Springs, GA 30342-2583	(404) 250-0925	(404) 250-9933	5	11-2820
Eden Prairie Dialysis	14852 SCENIC HEIGHTS RD STE 255 BLDG B	Eden Prairie, MN 55344-2320	(952) 934-2411	(952) 934-3851	12	24-2556
Riverside Renal Center	3710 FM 1889	Robstown, TX 78380-5969	(361) 387-0289	(361) 387-0407	24	45-2751
Edina Dialysis Center	6565 FRANCE AVE S STE 109	Edina, MN 55435-2137	(952) 920-8371	(952) 929-0539	12	24-2501
Olathe Dialysis	732 W FRONTIER LN	Olathe, KS 66061-7202	(913) 390-4937	(913) 390-5194	12	17-2541
Edinburg Renal Center	3902 S JACKSON RD	Edinburg, TX 78539-6676	(956) 631-2401	(956) 631-2664	33	45-2764
Faribault Dialysis Unit	201 LYNDALE AVE S STE F	Faribault, MN 55021-5758	(507) 334-0306	(507) 332-8935	10	24-2508
Greenwood Holly Renal Center	1533 HOLLY RD	Corpus Christi, TX 78417-2010	(361) 850-7300	(361) 850-7305	24	67-2630
Wyoming Dialysis	5657 257TH ST	Wyoming, MN 55092-8068	(651) 408-8938	(651) 462-8176	12	24-2531
Wyandotte West Dialysis	11014 HASKELL AVE	Kansas City, KS 66109-4404	(913) 721-9780	(913) 721-9818	17	17-2536
Plainfield Renal Center	8110 NETWORK DR	Plainfield, IN 46168-9024	(317) 838-8089	(317) 838-9062	24	15-2637
Maplewood Dialysis Center	2785 WHITE BEAR AVE N STE 201	Maplewood, MN 55109-1320	(651) 779-2222	(651) 779-9736	16	24-2512
Lenexa Dialysis	8630 HALSEY ST	Lenexa, KS 66215-2880	(913) 894-1100	(913) 894-6915	17	17-2509
Home Dialysis Unit	825 S 8TH ST STE 1202	Minneapolis, MN 55404-1223	(612) 347-4458	(612) 341-7944	0	24-2552
Crestview Hills Dialysis	400 CENTRE VIEW BLVD	Crestview Hills, KY 41017-3478	(859) 341-5561	(859) 341-5746	20	18-2529
Minneapolis Dialysis Unit	825 S 8TH ST SLIP 42	Minneapolis, MN 55404-1208	(612) 347-5972	(612) 347-5876	32	24-2503
South Hill Dialysis	525 ALEXANDRIA PIKE STE 120	Southgate, KY 41071-3243	(859) 442-5539	(859) 442-5587	12	18-2542
Bartlett Renal Center	2920 COVINGTON PIKE	Memphis, TN 38128-6007	(901) 248-6020	(901) 377-0879	12	44-2711
University Dialysis Unit Riverside	1045 WESTGATE DR STE 90	Saint Paul, MN 55114-1079	(651) 645-1847	(651) 645-1890	24	24-2539
Hopkinsville Dialysis	115 N VIRGINIA ST	Hopkinsville, KY 42240-3143	(270) 887-5622	(270) 886-9784	17	18-2519
Christian County Dialysis	200 BURLEY AVE	Hopkinsville, KY 42240-8725	(270) 707-0701	(270) 707-0780	13	18-2549
Minnetonka Dialysis Unit	17809 HUTCHINS DR	Minnetonka, MN 55345-4100	(952) 470-9944	(952) 470-9842	10	24-2526
Pipestone Dialysis	916 4TH AVE SW	Pipestone, MN 56164-1890	(507) 825-6623	(507) 825-6627	7	24-2541
Redwood Falls Dialysis	1104 E BRIDGE ST	Redwood Falls, MN 56283-1808	(507) 637-2076	(507) 637-9968	8	24-2522
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
St. Paul Dialysis	555 PARK ST STE 180	Saint Paul, MN 55103-2192	(651) 291-8855	(651) 291-0514	16	24-2513
Downtown Greenville Dialysis	297 PETE HOLLIS BLVD	Greenville, SC 29601-1143	(864) 232-9456	(864) 298-8038	21	42-2567
St. Paul Capitol Dialysis	555 PARK ST STE 230	Saint Paul, MN 55103-2193	(651) 221-3318	(651) 224-4187	16	24-2533
Northeast Cambridge Dialysis	799 CONCORD AVE	Cambridge, MA 02138-1048	(617) 547-7700	(617) 864-4724	18	22-2533
River City Dialysis	1970 NORTHWESTERN AVE S	Stillwater, MN 55082-6567	(651) 430-0067	(651) 430-0140	12	24-2535
Fountain Inn Dialysis	298 CHAPMAN RD	Fountain Inn, SC 29644-6129	(864) 862-2273	(864) 862-2465	11	42-2616
Woodbury Dialysis	1850 WEIR DR STE 3	Woodbury, MN 55125-2260	(651) 730-4522	(651) 730-5089	12	24-2536
Woburn Dialysis	23 WARREN AVE	Woburn, MA 01801-7906	(781) 935-7700	(781) 933-7690	16	22-2520
Renal Center of Nederland	8797 9TH AVE	Port Arthur, TX 77642-8011	(409) 729-2212	(409) 729-2656	16	45-2856
Salem Northeast Dialysis	207 HIGHLAND AVE STE 2	Salem, MA 01970-1829	(978) 744-2075	(978) 542-1976	22	22-2543
Davies Dialysis	45 CASTRO ST SOUTH TOWER 2ND FL	San Francisco, CA 94114-1032	(415) 252-7030	(415) 252-7659	16	55-2669
Durant Dialysis Center	411 WESTSIDE DR	Durant, OK 74701-2932	(580) 920-0808	(580) 920-0828	16	37-2565
Burlington Regional Dialysis	31 MALL RD STE 1B	Burlington, MA 01803-4138	(781) 270-3580	(781) 270-3653	17	22-2556
Northeastern Colorado Dialysis	603 HOLLY DR	Sterling, CO 80751-4539	(970) 521-5368	(970) 521-3120	12	06-2577
Boston Dialysis	660 HARRISON AVE	Boston, MA 02118-2304	(617) 859-7000	(617) 859-4579	37	22-2526
El Milagro Dialysis Unit	2800 S INTERSTATE HWY 35 STE 120	Austin, TX 78704-5700	(512) 448-9750	(512) 448-4617	24	45-2727
Brookline Dialysis	322 WASHINGTON ST	Brookline, MA 02445-6850	(617) 734-7794	(617) 734-6999	25	22-2529
Crystal Springs Dialysis	720 COG CIRCLE STE A	Crystal Lake, IL 60014-7301	(815) 459-4945	(815) 459-4836	16	14-2716
New Bedford Dialysis	237-B STATE RD	North Dartmouth, MA 02747-2612	(508) 992-0629	(508) 999-1319	22	22-2530
Sikeston Jaycee Regional Dialysis	135 PLAZA DR STE 101	Sikeston, MO 63801-5148	(573) 472-7230	(573) 472-7214	18	26-2643
South Austin Dialysis Center	6114 S 1ST ST	Austin, TX 78745-4008	(512) 447-8500	(512) 447-8512	20	45-2892
N.E. Nebraska Dialysis	610 S 13TH ST	Norfolk, NE 68701-4969	(402) 371-9559	(402) 371-7167	24	28-2530
River Park Dialysis	2010 S LOOP 336 W STE 200	Conroe, TX 77304-3313	(936) 760-3333	(936) 441-3330	12	45-2898
Falls Road Dialysis	1423 CLARKVIEW RD STE 500	Baltimore, MD 21209-2189	(410) 828-4643	(410) 823-8305	12	21-2588
Lourdes Camden Dialysis	1601 HADDON AVE	Camden, NJ 08103-3109	(856) 541-0647	(856) 541-2698	22	31-2622
Jamestown Dialysis Center	207 FOOTE AVE	Jamestown, NY 14701-7077	(716) 664-8226	(716) 664-8349	18	33-2703
Oak Cliff Dialysis	2000 S LLEWELLYN AVE	Dallas, TX 75224-1804	(214) 943-0011	(214) 943-0064	16	45-2894
Cedar Lane Dialysis	6304 WOODSIDE CT STE 102	Columbia, MD 21046-3217	(667) 261-6766	(667) 261-6783	13	21-2628
Atrium Dialysis	4421 ROOSEVELT BLVD STE D	Middletown, OH 45044-9024	(513) 422-6879	(513) 422-6911	16	36-2795
Denison Dialysis Center	123 N US HIGHWAY 75	Denison, TX 75020-1544	(903) 337-0731	(903) 465-1659	21	45-2665
Catonsville North Dialysis	5401 BALTIMORE NATIONAL PIKE	Baltimore, MD 21229-2102	(410) 869-4618	(410) 869-4704	25	21-2634
Suburban Campus Dialysis	2100 HARRISBURG PIKE 3RD FLR	Lancaster, PA 17601-2644	(717) 397-4019	(717) 397-3758	30	39-2803
Whitesquare Dialysis	1 NASHUA CT STE E	Baltimore, MD 21221-3131	(410) 687-5580	(410) 687-8559	18	21-2523
Hanover Dialysis	1155 CARLISLE ST STE 610	Hanover, PA 17331-1200	(717) 632-1681	(717) 632-0625	18	39-2839
Mercy Dialysis	315 N CALVERT ST STE 300	Baltimore, MD 21202-3611	(410) 332-1122	(410) 332-1151	30	21-2542
Valley Baptist Harlingen Dialysis	2220 HAINE DR STE 40	Harlingen, TX 78550-8584	(956) 364-2789	(956) 423-3395	48	67-2665
Landover Dialysis	1200 MERCANTILE LN STE 105	Upper Marlboro, MD 20774-5389	(301) 322-2861	(301) 322-5829	22	21-2545
Wenatchee Valley Dialysis	116 OLDS STATION RD	Wenatchee, WA 98801-5936	(509) 662-0385	(509) 662-0656	20	50-2568
Sun City Dialysis Center	600 NEWMAN ST	El Paso, TX 79902-5543	(915) 351-2010	(915) 351-2018	20	67-2508
Muskegon Dialysis	1250 MERCY DR STE 201	Muskegon, MI 49444-1830	(231) 737-0075	(231) 733-0606	28	23-2562
Rice Lake Dialysis	1700 W STOUT ST	Rice Lake, WI 54868-5000	(715) 236-6159	(715) 236-6522	16	52-2623
Transmountain Dialysis	5800 WOODROW BEAN	El Paso, TX 79924-5060	(915) 759-6532	(915) 759-6534	36	67-2501
Newaygo County Dialysis	1317 W MAIN ST	Fremont, MI 49412-1478	(231) 924-4535	(231) 924-4865	14	23-2607
Dialysis Cottage	1902 HOSPITAL BLVD STE D	Gainesville, TX 76240-2008	(940) 612-1642	(940) 612-2360	12	67-2585
Gilmer Dialysis	510 US HIGHWAY 271 N	Gilmer, TX 75644-5569	(903) 843-9886	(903) 843-9665	12	45-2897
Schaeffer Drive Dialysis	18100 SCHAEFER HWY	Detroit, MI 48235-2600	(313) 861-4354	(313) 861-4369	20	23-2583
Cedar Valley Waverly Dialysis	220 10th ST SW	Waverly, IA 50677-2930	(319) 352-8019	(319) 352-8032	16	16-2542
Gonzales Dialysis Center	1406 N SARAH DEWITT DR	Gonzales, TX 78629-2702	(830) 672-4377	(830) 672-4469	16	45-2734
Flint River Dialysis	700 GORDON AVE	Bainbridge, GA 39819-5713	(229) 246-0173	(229) 246-0177	19	85-2553
Great Bridge Dialysis Center	745 BATTLEFIELD BLVD N STE 100	Chesapeake, VA 23320-0305	(757) 312-8346	(757) 382-7844	26	49-2604
Greenview Dialysis	18544 W 8 MILE RD	Southfield, MI 48075-4194	(248) 569-1729	(248) 569-2471	24	23-2600
Morris Dialysis	1551 CREEK DR	Morris, IL 60450-6857	(815) 416-0475	(815) 416-0547	9	14-2740
St Cloud Dialysis	4750 OLD CANOE CREEK RD	Saint Cloud, FL 34769-1430	(407) 498-0018	(407) 498-0881	23	10-2832
Romulus Dialysis	31470 ECORSE RD	Romulus, MI 48174-1963	734-722-5455	(734) 722-5682	12	23-2596
University Dialysis of Indy	550 UNIVERSITY BLVD ROOM 1140	Indianapolis, IN 46202-5149	(317) 635-8729	(317) 635-9512	31	15-2686
Physicians Dialysis North Houston	7115 NORTH LOOP E	Houston, TX 77028-5948	(713) 675-4794	(713) 675-4126	20	45-2875
Dearborn Dialysis	1185 MONROE ST	Dearborn, MI 48124-2814	(313) 274-8100	(313) 274-8103	25	23-2520
Home Dialysis of Indianapolis	8803 N MERIDIAN ST STE 150	Indianapolis, IN 46260-5376	(317) 574-1798	(317) 574-1825	0	15-2687
Physicians Dialysis South Houston	5989 SOUTH LOOP E	Houston, TX 77033-1017	(713) 641-6130	(713) 641-6056	24	45-2886

Southgate Dialysis	14752 NORTHLINE RD	Southgate, MI 48195-2698	(734) 284-0005	(734) 284-0124	30	23-2535
Marshalltown Mary Greeley Dialysis	3120 S 2ND ST	Marshalltown, IA 50158-4614	(641) 752-1819	(641) 752-4836	24	16-2548
Brookhollow Dialysis	4918 W 34TH ST	Houston, TX 77092-6606	(713) 681-3043	(713) 683-6456	12	45-2868
Liberty Dialysis	2525 GLENN HENDREN DR	Liberty, MO 64068-9625	(816) 781-4422	(816) 792-2101	14	26-2530
Good Samaritan Dialysis	5601 LOCH RAVEN BLVD	Baltimore, MD 21239-2945	(443) 444-4095	(443) 444-4098	53	21-2722
Downtown Houston Dialysis Center	2207 CRAWFORD ST	Houston, TX 77002-8915	(713) 655-0900	(713) 655-0909	16	45-2899
Northland Dialysis	2750 CLAY EDWARDS DR STE 100	North Kansas City, MO 64116-3257	816-842-2056	816-221-6091	21	26-2504
Renal Center of Succasunna	175 RIGHTER RD	Succasunna, NJ 07876-1324	(973) 584-3294	(973) 584-3298	12	31-2623
Cornell Road Dialysis	1700 NW 167TH PL STE 230	Beaverton, OR 97006-4872	(503) 439-8829	(503) 439-9942	17	38-2559
Jacinto Dialysis Center	11515 MARKET STREET RD	Houston, TX 77029-2305	(713) 453-0505	(713) 453-0599	16	67-2503
Cameron Dialysis	1003 W 4TH ST	Cameron, MO 64429-1466	(816) 632-6056	(816) 632-6058	11	26-2578
Spring Valley Dialysis	3855 S JONES BLVD STE 101	Las Vegas, NV 89103-2296	(702) 248-0379	(702) 248-0323	17	29-2547
Pin Oak Dialysis	24968 KATY RANCH RD STE 500	Katy, TX 77494-3404	(281) 574-4387	(281) 574-4349	20	45-2847
Chillicothe Dialysis	588 E BUSINESS 36	Chillicothe, MO 64601-3721	(660) 707-1092	(660) 707-0491	9	26-2580
Corning Dialysis	8 W PULTENEY ST STE 101	Corning, NY 14830-2274	(607) 962-2790	(607) 962-2991	10	33-2732
Annapolis Dialysis	1127 WEST ST STE 100	Annapolis, MD 21401-3615	(410) 626-6139	(410) 268-1294	16	21-2682
Meridian Dialysis Center	7520 SPENCER HWY	Pasadena, TX 77505-1917	(281) 542-9765	(281) 542-9731	25	67-2511
St V Quadrangle Dialysis	2302 COMMUNITY COLLEGE AVE	Cleveland, OH 44115-3117	(216) 574-4805	(216) 574-4901	13	36-2756
Apple Avenue Dialysis	2480 E APPLE AVE UNIT E	Muskegon, MI 49442-4471	(231) 773-0597	(231) 777-7050	17	23-2678
Marshall Dialysis Center	1301 S WASHINGTON AVE	Marshall, TX 75670-6215	(903) 935-1158	(903) 938-6341	15	45-2624
St. Joseph Dialysis	5514 CORPORATE DR STE 100	Saint Joseph, MO 64507-7754	(816) 671-1948	(816) 671-1909	25	26-2576
Detroit Road Dialysis	7901 DETROIT AVE	Cleveland, OH 44102-2828	(216) 961-6498	(216) 961-6802	24	36-2754
Plantation Home Training	8144 W BROWARD BLVD	Plantation, FL 33324-2000	(954) 473-9138	(954) 473-2941	3	68-2543
Pinecrest Dialysis Center	913 E PINECREST DR	Marshall, TX 75670-7309	(903) 934-9660	(903) 934-8474	20	45-2893
Hospital Hill Dialysis	900 E 21ST ST	Kansas City, MO 64108-2703	(816) 842-9286	(816) 221-0169	21	26-2551
Bakersfield Oak St Dialysis	422 OAK ST	Bakersfield, CA 93304-1744	(661) 631-0227	(661) 631-0501	24	55-2769
Platte Woods Dialysis	7667 NW PRAIRIE VIEW RD	Kansas City, MO 64151-1544	816-746-5542	816-746-5654	14	26-2596
St. Luke's Bethlehem Dialysis	1425 8TH AVE	Bethlehem, PA 18018-2256	(484) 403-4304	(610) 866-1739	36	39-2817
Cedar Rapids Dialysis	5945 COUNCIL ST NE	Cedar Rapids, IA 52402-5858	(319) 294-7088	(319) 294-4196	12	16-2552
River Center Dialysis	117 N JEFFERSON ST	Milwaukee, WI 53202-6160	(414) 225-3740	(414) 225-3744	20	52-2509
Washington Square Dialysis	1112 WASHINGTON SQ	Washington, MO 63090-5336	(636) 390-8233	(636) 390-2771	16	26-2562
Stevens Point Dialysis	1100 MERIDIAN DR	Plover, WI 54467-2385	(715) 343-1266	(715) 344-4179	12	52-2587
Mill Street Home Training	N54 W6135 MILL ST STE 500	Cedarburg, WI 53012-2067	(262) 377-2158	(262) 377-2191	0	52-2595
Sherman Dialysis Center	1724 W US HWY 82 STE 100	Sherman, TX 75092-7037	(903) 421-0394	(903) 294-4189	25	45-2774
Florissant Dialysis	10887 W FLORISSANT AVE	Saint Louis, MO 63136-2405	314-524-5737	314-524-5752	20	26-2561
Marshfield Dialysis	123 NORTHRIDGE ST	Marshfield, WI 54449-8341	(715) 384-3478	(715) 387-4690	17	52-2588
Chambers Dialysis	10241 LEWIS AND CLARK BLVD	Saint Louis, MO 63136-5505	(314) 868-5982	(314) 868-5918	20	26-2646
Shrewsbury Dialysis	7303 WATSON RD STE 7	Saint Louis, MO 63119-4405	(314) 752-5913	(314) 832-2527	12	26-2572
Wisconsin Rapids Dialysis	1041B HILL ST	Wisconsin Rapids, WI 54494-5221	(715) 800-2420	(715) 800-9211	18	52-2589
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
St. Louis West Home Training	9632 OLIVE BLVD	Olivette, MO 63132-3002	(314) 569-8902	(314) 995-7071	0	26-2585
Waupaca Dialysis	930 FURMAN DR	Waupaca, WI 54981-2200	(715) 258-0934	(715) 258-0926	10	52-2592
Auburn Road Dialysis	7611 AUBURN RD	Painesville, OH 44077-9608	(440) 357-2927	(440) 357-2976	13	36-2799
Cambridge Dialysis Center	704 Marketplace Blvd	Cambridge, MD 21613-2531	(410) 228-2791	(410) 221-1298	22	21-2639
Hazelwood Dialysis	637 DUNN RD STE 125	Hazelwood, MO 63042-1757	(314) 731-8039	(314) 731-8084	24	26-2589
Prairie River Dialysis	601 S CENTER AVE	Merrill, WI 54452-3404	(715) 539-0613	(715) 539-3948	6	52-2585
Green Country Dialysis	5250 UTICA RIDGE RD	Davenport, IA 52807-3872	(563) 355-7913	(563) 355-4007	12	16-2554
Lake St. Louis Dialysis	200 BREVCO PLZ STE 201	Lake Saint Louis, MO 63367-2950	(636) 561-4799	(636) 561-4533	14	26-2541
Buchanan County Dialysis	1600 1ST ST E	Independence, IA 50644-3155	(319) 334-7437	(319) 334-7414	12	16-2544
Doral Kidney Center	7755 NW 48TH ST STE 120	Doral, FL 33166-5401	(305) 436-5279	(305) 436-8087	16	68-2527
Easton Dialysis Center	500 CADMUS LN STE 201	Easton, MD 21601-4094	(410) 822-8659	(410) 822-5138	15	21-2512
St. Peters Dialysis	300 FIRST EXECUTIVE AVE STE A	Saint Peters, MO 63376-1655	636-441-6070	636-441-6367	12	26-2599
Stockton Kidney Center	1523 E MARCH LN STE 200	Stockton, CA 95210-5607	(209) 472-3300	(209) 472-0900	20	55-2592
Bluebonnet Dialysis	3601 MANOR RD	Austin, TX 78723-5816	(512) 926-7378	(512) 926-7364	24	67-2704
Charlotte East Dialysis	5627 ALBEMARLE RD	Charlotte, NC 28212-3611	(704) 535-3962	(704) 531-4878	34	34-2627
Desert Dialysis	13000 N 103RD AVE STE 66	Sun City, AZ 85351-3060	(623) 583-3131	(623) 583-5414	20	03-2572
Bridgewater Dialysis Center	2121 US HIGHWAY 22	Bound Brook, NJ 08805-1546	(732) 469-7202	(732) 469-7078	15	31-2530
South Charlotte Dialysis	10504 PARK RD	Charlotte, NC 28210-8405	(980) 399-4784	(980) 399-4817	27	34-2523
West Glendale Dialysis	1427 S GLENDALE AVE	Glendale, CA 91205-3313	(818) 241-0016	(818) 241-0038	18	05-2859
Central Fort Worth Dialysis	1000 SAINT LOUIS AVE STE 101	Fort Worth, TX 76104-3377	(817) 810-0379	(817) 870-9767	24	67-2723
Renal Center of Newark	571 CENTRAL AVE	Newark, NJ 07107-1463	(973) 484-4994	(973) 484-4434	18	31-2570
Durham West Dialysis	4307 WESTERN PARK PL	Durham, NC 27705-1204	(919) 384-0712	(919) 384-0853	27	34-2616
International Dialysis	1730 HAMLIN ST NE	Washington, DC 20018-1838	(202) 525-5415	(202) 525-5418	15	09-2525
Fremont Regional Dialysis	100 PINNACLE DR	Fremont, OH 43420-7400	(419) 332-0310	(419) 332-0296	13	36-2791
Boston Post Road Dialysis Center	4026 BOSTON RD	Bronx, NY 10475-1122	(718) 862-9245	(718) 862-9238	25	33-2588
Elizabeth City Dialysis	1840 W CITY DR	Elizabeth City, NC 27909-9632	(252) 338-2217	(252) 338-4051	29	34-2515
Celia Dill Dialysis Center	667 STONELEIGH AVE STE 123, BARNS OFFICE CENTER	Carmel, NY 10512-2455	(845) 278-4150	(845) 279-6902	16	33-2651
Goldsboro Dialysis	2609 HOSPITAL RD	Goldsboro, NC 27534-9424	(919) 734-1410	(919) 731-7346	25	34-2531
Sun Health Dialysis	2121 ONEIDA ST STE 104	Joliet, IL 60435-6546	(815) 725-7886	(815) 725-7876	17	14-2553
Greeneville Dialysis	110 HERITAGE CT	Greeneville, TN 37743-2081	(423) 639-2110	(423) 639-2071	12	44-2716
Forest Hills Dialysis	1605 MEDICAL PARK DR W	Wilson, NC 27893-2799	(252) 265-0020	(252) 265-0645	35	34-2637
Carpentersville Dialysis	2203 RANDALL RD	Carpentersville, IL 60110-3355	(847) 426-6456	(847) 426-4795	13	14-2598
Queens Dialysis Center	11801 GUY R BREWER BLVD	Jamaica, NY 11434-2101	(718) 341-6711	(718) 525-8611	22	33-2583
Ahoskie Dialysis	129 HERTFORD COUNTY HIGH RD	Ahoskie, NC 27910-8131	(252) 332-3896	(252) 332-3971	16	34-2570
Dialysis Center of Hutchinson	1901 N WALDRON ST	Hutchinson, KS 67502-1129	(620) 728-0440	(620) 728-0499	24	17-2546
Hamden Dialysis	3000 DIXWELL AVE STE 100	Hamden, CT 06518-3522	(203) 281-5361	(203) 281-5376	19	07-2543
Port Chester Dialysis and Renal Center	3020 WESTCHESTER AVE STE 100	Purchase, NY 10577-2510	(914) 701-5232	(914) 253-8495	12	33-2559
Omaha West Dialysis	13014 W DODGE RD	Omaha, NE 68154-2148	(402) 445-8950	(402) 445-8955	21	28-2506
Crosstimbers Dialysis	4400 A NORTH FWY STE 100	Houston, TX 77022-3614	(713) 695-4413	(713) 695-4518	12	67-2739
Omaha Central Dialysis	144 S 40TH ST	Omaha, NE 68131-3004	(402) 558-0818	(402) 558-2286	17	28-2516
Ballenger Creek Dialysis	5205 CHAIRMANS CT STE 101	Frederick, MD 21703-2916	(301) 662-6572	(301) 644-0676	28	21-2654
Houston Galleria Dialysis	5923 WESTHEIMER ROAD	Houston, TX 77057-7603	(713) 977-1278	(713) 977-1429	12	67-2730
Hudson Valley Dialysis Center	155 WHITE PLAINS RD	Tarrytown, NY 10591-5523	(914) 332-7599	(914) 332-7571	18	33-2571
Dodge County Dialysis	1949 E 23RD AVE S	Fremont, NE 68025-2452	(402) 721-7005	(402) 721-7480	12	28-2512
State Fair Dialysis	19800 WOODWARD AVE	Detroit, MI 48203-5102	(313) 893-8610	(313) 893-8865	21	23-2578
Kenton Dialysis	1207 E COLUMBUS ST KENTON RIDGE CTR	Kenton, OH 43326-1760	(419) 675-4075	(419) 675-1108	10	36-2805
White Plains Dialysis Center	611 W HARTSDALE AVE 1ST FL	White Plains, NY 10607-1811	(914) 898-3702	(914) 898-3720	16	33-2599
Sorensen Park Dialysis	6212 N 73RD PLAZA STE 100	Omaha, NE 68134-1801	(402) 571-4147	(402) 573-9208	12	28-2514
Vineland Dialysis	1318 S MAIN RD STE 3B	Vineland, NJ 08360-6516	(856) 691-0875	(856) 692-0306	18	31-2566
Little Creek Dialysis	1817 E LITTLE CREEK RD STE A	Norfolk, VA 23518-4203	(757) 480-3780	(757) 480-3783	12	49-2665
Dunmore Dialysis	1212 ONEILL HWY	Dunmore, PA 18512-1717	(570) 558-0190	(570) 558-0195	15	39-2723
Omaha South Dialysis	3339 L ST	Omaha, NE 68107-2500	(402) 734-0772	(402) 734-0891	20	28-2511
Millville Dialysis	3 ELIZABETH ST	Millville, NJ 08332-2509	(856) 327-4580	(856) 327-4584	18	31-2599
North Madera Dialysis	720 N I ST	Madera, CA 93637-3079	(559) 664-8780	(559) 664-8971	20	55-2729
Palmer Dialysis Center	30 COMMUNITY DR	Easton, PA 18045-2669	(610) 258-8855	(610) 258-3322	20	39-2619
Cornhusker Dialysis	505 CORNHUSKER RD STE 107	Bellevue, NE 68005-7911	(402) 292-2813	(402) 292-2823	12	28-2518
Bronx River Dialysis	1616 BRONXDALE AVE	Bronx, NY 10462-3302	(718) 430-9800	(718) 430-6854	30	33-2576
Monarch Dialysis	2958 DORCHESTER DR	Montgomery, AL 36116-3193	(334) 280-4980	(334) 280-1809	22	01-2669
Nashua Dialysis	38 TYLER ST STE 100	Nashua, NH 03060-2912	(603) 598-1665	(603) 598-1174	22	30-2507
NEOMY Dialysis Center	1122 CONEY ISLAND AVE	Brooklyn, NY 11230-2345	(718) 434-1444	(718) 434-1445	31	33-2671
North Arlington Dialysis	642 LINCOLN SQUARE	Arlington, TX 76011-4896	(817) 542-0529	(817) 542-0419	17	67-2725
Newtown Dialysis Center	60 BLACKSMITH RD	Newtown, PA 18940-1847	(267) 757-8060	(267) 757-8066	18	39-2616

Delran Dialysis	8008 ROUTE 130	Delran, NJ 08075-1869	(856) 764-0800	(856) 764-0917	13	31-2521
Whitehaven Renal Center	3420 ELVIS PRESLEY BLVD	Memphis, TN 38116-3260	(901) 396-3794	(901) 396-9286	25	44-2655
North Burlington Dialysis	2019 N CHURCH ST	Burlington, NC 27217-2928	(336) 227-3450	(336) 227-2084	18	34-2686
TN Smokie Mountain Dialysis	2320 KNOB CREEK STE 408	Johnson City, TN 37604-2581	(423) 232-1969	(423) 262-0320	2	44-2668
North Fort Worth Dialysis	3812 E BELKNAP ST	Fort Worth, TX 76111-6012	(682) 647-0013	(682) 647-1494	13	67-2731
Midland Dialysis	207 Tradewinds Blvd	Midland, TX 79706-2807	(432) 400-4202	(432) 400-4232	20	45-2622
Sable Dialysis	509 N SABLE BLVD	Aurora, CO 80011-0801	(303) 366-9458	(303) 364-9206	30	06-2576
Greater Boone Dialysis	300 4TH ST	Danville, WV 25053	(304) 307-6201	(304) 307-6210	16	51-2531
Firestone Blvd Dialysis	11913 FIRESTONE BLVD	Norwalk, CA 90650-2904	(562) 863-2127	(562) 863-3052	24	55-2727
North Glendale Dialysis	1505 WILSON TER STE 190	Glendale, CA 91206-4015	(818) 637-8348	(818) 637-8354	36	55-2589
Rock Creek Dialysis	5544 NORBECK RD	Rockville, MD 20853-2441	(301) 460-2090	(301) 460-2094	12	21-2678
Merced East Dialysis	464 E YOSEMITE AVE STE B	Merced, CA 95340-8489	(209) 205-1126	(209) 205-1130	12	55-2647
Savannah Gateway Dialysis	5973 OGEECHEE RD	Savannah, GA 31419-8901	(912) 925-1920	(912) 925-2935	17	11-2859
Springfield South Dialysis	2930 S 6TH ST	Springfield, IL 62703-5944	(217) 528-1745	(217) 528-8972	12	14-2733
Jensen Dialysis	9716 JENSEN DR	Houston, TX 77093-6302	(713) 692-4600	(713) 692-4607	23	67-2721
Westwego Dialysis	1 WESTBANK EXPRESSWAY	Westwego, LA 70094-4156	(504) 347-6942	(504) 347-6957	13	19-2713
North Park Dialysis	324 FM 1960 RD STE 104	Houston, TX 77073-1887	(281) 443-2209	(281) 443-1983	30	67-2640
West Park Dialysis	5920 RENWICK DR STE A	Houston, TX 77081-0004	(713) 660-0073	(713) 660-0259	20	67-2621
Romano Woods Dialysis	16910 MATHIS CHURCH RD	Houston, TX 77090-3710	(281) 893-6300	(281) 893-6366	30	67-2655
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
Long Island Renal Care	3460 GREAT NECK RD	Amityville, NY 11701-1915	(631) 532-6969	(631) 532-6968	24	33-2670
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
Southwest Arkansas Dialysis	405 N FREDERICK	Magnolia, AR 71753-3116	(870) 626-3004	(870) 626-3377	17	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
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
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
La Palma Dialysis	7880 VALLEY VIEW ST	Buena Park, CA 90620-2353	(714) 670-6791	(714) 670-6817	25	05-2627
Los Nietos Dialysis	10012 NORWALK BLVD STE 190	Santa Fe Springs, CA 90670-3345	(562) 903-8281	(562) 903-8289	24	05-2724
Nephron Dialysis	5820 DOWNEY AVE	Long Beach, CA 90805-4517	(562) 663-0788	(562) 663-0794	21	05-2788
Carson Dialysis	1309 E CARSON ST	Carson, CA 90745-1631	(310) 513-1427	(310) 513-1581	16	05-2803
Palmetto Artificial Kidney Center	7150 W 20TH AVE STE 109	Hialeah, FL 33016-5509	(305) 827-8399	(305) 827-1892	15	10-2665
Ocean County Dialysis	635 BAY AVE STE 215	Toms River, NJ 08753-3349	(732) 341-2730	(732) 557-4186	10	31-2661
Allegheny Valley Dialysis	1620 PACIFIC AVE HEIGHTS PLAZA SHOPPING CENTER	Natrona Heights, PA 15065-2101	(724) 224-4382	(724) 224-7298	11	39-2768
Housatonic Dialysis	164 MOUNT PLEASANT RD	Newtown, CT 06470-1408	(203) 270-0081	(203) 270-0065	10	07-2548
Alpena Dialysis	301 OXBOW DR	Alpena, MI 49707-1447	(989) 356-3128	(989) 358-0072	19	23-2553
Metuchen Dialysis	319 LAKE AVE	Metuchen, NJ 08840-1804	(732) 906-5714	(732) 906-2373	10	31-2654
Antelope Valley Dialysis	1759 W AVENUE J STE 102	Lancaster, CA 93534-2703	(661) 942-6400	(661) 729-3985	30	05-2521
Atlantic County Dialysis	400 W BLACK HORSE PIKE STE 3	Pleasantville, NJ 08232-2636	(609) 646-7202	(609) 646-7962	13	31-2651
Appalachian Dialysis	503 ELM ST	New Tazewell, TN 37825-7525	(423) 626-1242	(423) 626-6587	14	44-2567
Fort Brown Dialysis	2000 BOCA CHICA BLVD	Brownsville, TX 78521-2226	(956) 541-0130	(956) 541-0160	13	67-2777
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
Pike County Dialysis	609 W EMMITT AVE	Waverly, OH 45690-1013	(740) 941-1688	(740) 941-1713	9	36-2817
Arvada Dialysis Center	9950 W 80TH AVE STE 25	Arvada, CO 80005-3914	(303) 456-9556	(303) 456-8836	16	06-2521
West Hamilton Home Training	1532 MAIN ST STE B	Hamilton, OH 45013-1078	(513) 737-0934	(513) 737-1138	0	36-2886
Ashley Dialysis	1019 FRED LAGRONE DR	Crossett, AR 71635-4546	(870) 305-1225	(870) 305-1240	25	04-2560
Lawton Dialysis	1110 SW B AVE	Lawton, OK 73501-4229	(580) 595-4987	(580) 595-7296	12	37-2604
Centennial Atlanta Dialysis	418 DECATUR ST SE	Atlanta, GA 30312-1801	(404) 524-1606	(404) 525-3502	18	11-2660
Dialysis Care of Weatherford	2107 FT WORTH HWY	Weatherford, TX 76086-4808	(817) 599-6954	(817) 599-3526	13	67-2770
Atmore Dialysis Center	807 E CRAIG ST	Atmore, AL 36502-3017	(251) 368-5593	(251) 446-1950	10	01-2600
McKinney on 380 Dialysis	5329 W UNIVERSITY DR	McKinney, TX 75071-8186	(214) 491-4263	(214) 491-4984	13	67-2805
Canton Dialysis	2912 W TUSCARAWAS ST	Canton, OH 44708-4643	(330) 458-0150	(330) 458-0164	27	36-2866
Pine Park Dialysis	3333 BAYSHORE BLVD	Pasadena, TX 77504-1952	(713) 943-1463	(713) 943-1481	24	67-2767
Sheboygan Dialysis	1338 N TAYLOR DR	Sheboygan, WI 53081-3042	(920) 458-1724	(920) 458-1763	14	52-2527
Bakersfield Dialysis Center	5143 OFFICE PARK DR	Bakersfield, CA 93309-0660	(661) 325-4741	(661) 325-7631	76	05-2673
Treasure Hills Dialysis	1629 TREASURE HILLS BLVD STE 8	Harlingen, TX 78550-8907	(956) 364-2120	(956) 440-8747	13	67-2771
Berlin Dialysis Center	9952 NORTH MAIN ST BLDG #3	Berlin, MD 21811-1049	(410) 641-1321	(410) 641-1538	28	21-2520
Clear Creek Dialysis	220 COTTONWOOD DR	Hempstead, TX 77445-9226	(979) 826-0477	(979) 826-9183	12	67-2808
Kidney HOME Downtown	200 SAINT PAUL ST STE 5	Baltimore, MD 21202-2025	(410) 244-5638	(410) 244-6405	4	21-2702
Bogalusa Kidney Care	2108 AVENUE F	Bogalusa, LA 70427-5027	(985) 735-7811	(985) 735-1501	15	19-2540
Chicago Ridge Dialysis	10511 S HARLEM AVE	Chicago Ridge, IL 60415-1291	(708) 361-2863	(708) 361-2954	16	14-2793
Glen Burnie Dialysis	6934 AVIATION BLVD STE K	Glen Burnie, MD 21061-2593	(410) 553-6951	(410) 766-0513	30	21-2631
Ace Dialysis	14512 LEE RD	Humble, TX 77396-3425	(281) 441-5016	(281) 441-5099	12	67-2756
Brea Dialysis Center	595 TAMARACK AVE STE A	Brea, CA 92821-3125	(714) 990-0110	(714) 990-0946	21	05-2621
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
Bridgeton Dialysis	333 IRVING AVE	Bridgeton, NJ 08302-2123	(856) 575-4200	(856) 453-0174	17	31-2673
Heights Dialysis	739 E 20TH ST	Houston, TX 77008-4471	(713) 802-0542	(713) 802-0762	16	67-2804
Quitman Dialysis	101 E DAVIS ST	Quitman, GA 31643-1407	(229) 263-9483	(229) 263-6948	12	85-2555
Robinson Home Training	5888 STEUBENVILLE PIKE STE 4	McKees Rocks, PA 15136-1347	(412) 787-0314	(412) 788-2089	0	39-2824
Burlingame Dialysis	1720 EL CAMINO REAL STE 12	Burlingame, CA 94010-3225	(650) 697-7601	(650) 697-7926	13	55-2681
Port City Dialysis	1810 S FRESNO AVE	Stockton, CA 95206-1861	(209) 946-0738	(209) 946-0827	24	55-2808
Upland Colonies Dialysis	587 N MOUNTAIN AVE	Upland, CA 91786-5016	(909) 931-4515	(909) 981-5086	25	55-2813
Cartersville Renal Center	419 E MAIN ST	Cartersville, GA 30121-3349	(678) 721-1045	(678) 721-1252	17	11-2691
Nansemond Dialysis	3009 CORPORATE LN STE 130	Suffolk, VA 23434-9344	(757) 539-0618	(757) 925-4530	13	49-2695
Catskill Dialysis Center	139 FORESTBURGH RD	Monticello, NY 12701-2348	(845) 796-3300	(845) 796-3303	14	33-2546
Discovery Home Training	1503 E MAIN ST	Santa Maria, CA 93458-4803	(805) 925-1632	(805) 739-8930	0	75-2518
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
Greenbelt Home Training	10210 GREENBELT RD STE 100	Lanham, MD 20706-6223	(301) 794-0142	(301) 794-4857	4	21-2710
Central New York Dialysis Center	910 ERIE BLVD E	Syracuse, NY 13210-1048	(315) 410-8040	(315) 410-8030	30	33-2615
Cherokee Dialysis Center	53 ECHOTA CHURCH RD	Cherokee, NC 28719-9702	(828) 497-6866	(828) 497-2598	20	34-2602
Plano on Custer Dialysis	1301 CUSTER RD STE 524	Plano, TX 75075-9400	(972) 578-7047	(972) 424-7204	17	67-2816
Corpus Christi Dialysis	2733 SWANTNER DR	Corpus Christi, TX 78404-2832	(361) 855-4911	(361) 855-4914	26	45-2514
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
Cobb Dialysis	3885 MEDICAL PARK DR STE 110	Austell, GA 30106-1109	(770) 941-3898	(800) 294-9884	21	11-2581
Friendly Farms Home Dialysis	10905 FORT WASHINGTON RD STE 307	Fort Washington, MD 20744-5843	(301) 292-0540	(301) 292-3493	4	21-2714
South Ridge Dialysis	7740 W LAYTON AVE	Greenfield, WI 53220-3707	(414) 281-1313	(414) 281-1722	22	52-2543
Hulen Dialysis	5832 S HULEN ST	Fort Worth, TX 76132-2684	(817) 370-7642	(817) 370-7774	17	67-2797
Chipley Dialysis	877 3RD ST STE 2	Chipley, FL 32428-1855	(850) 638-7783	(850) 638-8550	20	10-2771
Roscommon Dialysis	10450 N ROSCOMMON RD	Roscommon, MI 48653-9296	(989) 275-0362	(989) 275-0409	13	23-2705
Belden Community Dialysis	4377 WHIPPLE AVE NW	Canton, OH 44718-2643	(330) 649-9300	(330) 491-4881	24	36-2600
Complete Dialysis Care	7467 W SAMPLE RD	Coral Springs, FL 33065-4754	(954) 753-0248	(954) 755-3692	24	10-2645
Keller Dialysis	11000 OLD DENTON RD	Fort Worth, TX 76244-5407	(817) 337-5483	(817) 431-9475	17	67-2788
Mt Rainier Dialysis	2303 VARNUM ST	Mount Rainier, MD 20712-1459	(301) 277-5350	(301) 985-6875	16	21-2720
Comprehensive Renal Care - Munster	9100 CALUMET AVE	Munster, IN 46321-2806	(219) 836-1299	(219) 836-9447	24	15-2549

East Cobb Dialysis	4880 LOWER ROSWELL RD STE 770	Marietta, GA 30068-4375	(770) 321-0675	(770) 509-8283	13	11-2572
PDI-Johnstown	344 BUDFIELD ST	Johnstown, PA 15904-3214	(814) 266-4949	(814) 266-4948	21	39-2687
Wofford Dialysis	8024 WHITE AVE	Spartanburg, SC 29303-2043	(864) 583-4798	(864) 583-8220	11	42-2656
Sheepshead Bay Renal Care Center	26 BRIGHTON 11TH ST	Brooklyn, NY 11235-5304	(718) 743-5955	(718) 743-5939	16	33-2604
Corona Dialysis Center	2057 COMPTON AVE STE 101	Corona, CA 92881-7287	(951) 735-5845	(951) 735-3941	24	05-2661
East China Dialysis	4180 HOSPITAL DR	East China, MI 48054-2232	(810) 326-0032	(810) 326-0151	13	23-2718
Cyfair Dialysis Center	9110 JONES RD STE 104	Houston, TX 77065-3964	(346) 277-0335	(346) 277-0360	17	45-2762
Atlas Park Dialysis	8000 COOPER AVE	Glendale, NY 11385-7739	(718) 326-2789	(718) 416-4269	25	33-2769
Okmulgee Dialysis Center	201 S DELAWARE AVE	Okmulgee, OK 74447-5528	(918) 756-3526	(918) 756-1760	16	37-2548
Williamsbridge Dialysis Center	3525 WHITE PLAINS RD STE B	Bronx, NY 10467-5705	(718) 547-4562	(718) 231-2350	25	33-2728
Danbury Dialysis	111 OSBORNE ST STE 211	Danbury, CT 06810-6031	(203) 794-1938	(203) 796-0015	19	07-2544
Williamsbridge Home Dialysis Center	3525 WHITE PLAINS RD STE A	Bronx, NY 10467-5705	(718) 652-1013	(718) 652-4096	0	33-2729
Desert Mountain Dialysis Center	9220 E MOUNTAIN VIEW RD STE 105	Scottsdale, AZ 85258-5134	(480) 391-2241	(480) 451-8331	24	03-2525
East Islip Dialysis	200 CARLETON AVE	East Islip, NY 11730-1222	(631) 581-0897	(631) 224-3355	21	33-2752
Lakewood Dialysis Center	1750 PIERCE ST STE C	Lakewood, CO 80214-1434	(303) 238-6111	(303) 462-0946	18	06-2502
Floral Park Home Dialysis	1 CISNEY AVE	Floral Park, NY 11001-3249	(516) 437-0789	(516) 327-9505	0	33-2750
Hopi Dialysis Center	HWY 264 MILE MARKER 388 PO BOX 964	Polacca, AZ 86042-0964	(928) 737-5490	(928) 737-5497	11	03-2592
Newington Dialysis	8520 CINDER BED RD STE 100	Lorton, VA 22079-1471	(703) 339-6050	(703) 339-6371	17	49-2690
Airport Sunrise Dialysis	11300 HAWTHORNE BLVD	Inglewood, CA 90304-2715	(310) 680-0601	(310) 680-9166	58	05-2746
Newington Home Training	8520 CINDER BED RD STE 200	Lorton, VA 22079-1471	(703) 339-6050	(703) 339-6371	4	49-2691
DeGray Dialysis	312 PROFESSIONAL PARK DR STE H	Arkadelphia, AR 71923-5355	(870) 246-3021	(870) 245-3766	17	04-2512
Niagara Dialysis Center	2932 MILITARY RD	Niagara Falls, NY 14304-1252	(716) 297-4059	(716) 297-4969	13	33-2720
North Brevard Dialysis	250 HARRISON ST STE 110	Titusville, FL 32780-5098	(321) 383-1345	(321) 268-4875	21	10-2654
Broadway Dialysis	2624 STOCKTON BLVD	Sacramento, CA 95817-2210	(916) 457-0113	(916) 457-0116	34	55-2802
Dialysis Associates of the Palm Beaches	2611 POINSETTIA AVE	West Palm Beach, FL 33407-5919	(561) 833-0759	(561) 835-1056	20	10-2510
Glendora Foothills Dialysis	750 W ROUTE 66 STE Q	Glendora, CA 91740-4164	(626) 335-2063	(626) 914-1480	24	55-2785
Dialysis Care of Franklin County	1706 NC HWY 39 N	Louisburg, NC 27549-8329	(919) 496-0300	(919) 496-0188	27	34-2571
West Boynton Dialysis	10150 HAGEN RANCH RD STE 101	Boynton Beach, FL 33437-3776	(561) 736-6096	(561) 738-6190	16	68-2577
Dialysis Care of Hoke County	403 S MAIN ST	Raeford, NC 28376-3222	(910) 875-6561	(910) 875-6652	25	34-2579
El Dorado Dialysis	2977 REDONDO AVE	Long Beach, CA 90806-2445	(562) 988-3418	(562) 595-5819	25	55-2801
Dialysis Care of Martin County	100 MEDICAL DR	Williamston, NC 27892-2156	(252) 792-2386	(252) 792-4832	15	34-2584
North County Kidney Care Dialysis	1554 SIERRA VISTA PLZ	Saint Louis, MO 63138-2040	(314) 438-0864	(314) 355-1857	20	26-2673
Dialysis Care of Montgomery County	323 W MAIN ST	Biscoe, NC 27209-9528	(910) 428-4052	(910) 428-4535	20	34-2583
Lockhart Dialysis	1806 S COLORADO ST	Lockhart, TX 78644-3947	(512) 398-6432	(512) 398-6471	12	67-2819
Dialysis Care of Moore County	16 REGIONAL DR	Pinehurst, NC 28374-8850	(910) 295-2124	(910) 295-2336	25	34-2555
Affinity Place Dialysis	7700 AFFINITY PL	Cincinnati, OH 45231-3566	(513) 521-0981	(513) 521-1566	17	36-2834
Dialysis Care of Richmond County	771 CHERAW RD	Hamlet, NC 28345-7158	(910) 582-5822	(910) 582-1320	30	34-2539
Dialysis Care of Rockingham County	251 W KINGS HWY	Eden, NC 27288-5009	(336) 623-7906	(336) 623-7428	25	34-2536
SoCo Dialysis	1384 ARMORY DR	Franklin, VA 23851-2421	(757) 562-2137	(757) 562-2085	13	49-2688
Jacksonville Central Dialysis Center	400 T P WHITE DR	Jacksonville, AR 72076-3287	(501) 241-1300	(501) 985-1344	12	04-2553
Matawan Dialysis	764 HIGHWAY 34 STE A	Matawan, NJ 07747-6614	(732) 583-1085	(732) 566-3632	19	31-2649
Sunshine State Dialysis	2710 ALLEN RD	Tallahassee, FL 32312-2607	(850) 297-2019	(850) 523-7842	20	68-2663
Wright Field Dialysis	1431 BUSINESS CENTER CT	Dayton, OH 45410-3300	(937) 252-1867	(937) 252-2256	15	36-2524
Fort Worth Saginaw Dialysis	900 N BLUE MOUND RD STE 192	Saginaw, TX 76131-8828	(817) 232-1502	(817) 232-1652	13	67-2761
Saint Charles Way Dialysis	308 SAINT CHARLES WAY	York, PA 17402-4647	(717) 430-5454	(717) 741-3956	47	39-2838
North Little Rock Dialysis Center	4505 E MCCAIN BLVD	North Little Rock, AR 72117-2902	(501) 945-2323	(501) 955-1162	12	04-2548
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
Gaylord Dialysis	1989 WALDEN DR	Gaylord, MI 49735-8241	(989) 731-6418	(989) 731-4776	12	23-2556
Bidwell Dialysis	966 EAST AVE	Chico, CA 95926-1309	(530) 892-9937	(530) 342-3199	24	55-2857
Willow Dialysis Center	1675 ALEX DR	Wilmington, OH 45177-2446	(937) 383-3338	(937) 383-3631	19	36-2551
Jupiter Dialysis	630 MAPLEWOOD DR STE 300	Jupiter, FL 33458-5571	(561) 748-1750	(561) 748-1585	16	68-2586
Canutillo Dialysis	7251 S DESERT BLVD	El Paso, TX 79835-2200	(915) 877-4907	(915) 877-4912	25	74-2528
Dialysis Systems of Covington	210 GREENBRIAR BLVD	Covington, LA 70433-7235	(985) 875-1915	(985) 875-1918	12	19-2613
Ascarate Dialysis	7281 ALAMEDA AVE	El Paso, TX 79915-3503	(915) 881-1796	(915) 881-1276	25	67-2872
Omaha Home Training	8021 CASS ST	Omaha, NE 68114-3525	(402) 393-2346	(402) 391-1185	6	28-2533
Norristown Dialysis	1700 MARKLEY ST STE 122	Norristown, PA 19401-2902	(610) 313-8760	(610) 313-8766	13	39-2891
Montana Vista Dialysis	2204 JOE BATTLE BLVD STE A	El Paso, TX 79938-4660	(915) 849-8374	(915) 849-8301	24	67-2817
Downriver Kidney Center	5600 ALLEN RD	Allen Park, MI 48101-2604	(313) 382-5933	(313) 382-5942	24	23-2592
Preston Dialysis	13340 PRESTON RD	Dallas, TX 75240-5287	(972) 239-5034	(972) 980-4417	17	74-2526
Smithtown Dialysis	113 TERRY RD	Smithtown, NY 11787-3848	(631) 360-7801	(631) 360-7806	21	33-2827
Dulaney Towson Dialysis Center	113 WEST RD STE 201	Towson, MD 21204-2318	(410) 825-3690	(410) 825-3697	14	21-2612
Flatlands Dialysis	1641 E 16TH ST FL 5	Brooklyn, NY 11229-1107	(718) 645-1615	(718) 645-9263	25	33-2811
Dyker Heights Dialysis Center	1435 86TH ST	Brooklyn, NY 11228-3435	(718) 256-5800	(718) 256-4835	20	33-2596
Coryell Dialysis	224 MEMORIAL DR	Gatesville, TX 76528-1071	(254) 404-2090	(254) 404-2479	12	67-2796
Van Wyck Dialysis	91-30 VAN WYCK EXPY	Jamaica, NY 11418-2822	(718) 558-4382	(718) 558-5650	29	33-2509
East Wichita Dialysis Center	320 N HILLSIDE ST	Wichita, KS 67214-4918	(316) 684-3200	(316) 684-6298	24	17-2519
Southfield Dialysis	11600 BROADWAY ST	Pearland, TX 77584-3780	(713) 436-0263	(713) 436-0948	12	67-2833
Eastridge Dialysis	3501 E CAPITOL EXPY	San Jose, CA 95122-1024	(408) 929-2274	(408) 929-2296	24	55-2848
Eastern Maine Dialysis	11 SHORT ST	Ellsworth, ME 04605-1718	(207) 667-9294	(207) 667-9414	12	20-2514
Plano Tollway Dialysis	6101 WINDHAVEN PKWY STE 165	Plano, TX 75093-8197	(972) 473-7891	(972) 473-0150	17	67-2827
Boyd Dialysis	925 UNION ST STE 1	Bangor, ME 04401-3051	(207) 941-1298	(207) 941-1304	21	20-2512
Pocahontas Dialysis	404 CAMP RD	Pocahontas, AR 72455-1487	(870) 248-0138	(870) 248-0623	8	04-2595
Cleve Hill Dialysis Center	3520 MAIN ST STE 400	Amherst, NY 14226	(716) 815-5715	(716) 815-5746	24	33-2649
Springwoods Dialysis	2950 FM 2920 RD STE 100	Spring, TX 77388-3427	(281) 907-6269	(281) 907-6852	20	67-2803
Boettler Dialysis	1587 BOETTLER RD STE 130	Uniontown, OH 44685-7823	(330) 899-0035	(330) 896-4975	12	36-2867
Cloverleaf Dialysis	13525 EAST FWY STE A	Houston, TX 77015-5902	(713) 450-0874	(713) 451-5377	12	67-2773
Progress Avenue Dialysis	4390 STURBRIDGE DR	Harrisburg, PA 17110-3668	(717) 545-2805	(717) 545-3987	13	39-2858
Edge River Dialysis	1197 S REDONDO CENTER DR	Yuma, AZ 85365-2036	(928) 329-4340	(928) 783-5018	13	03-2644
Brooklyn Community Dialysis	730 64TH ST	Brooklyn, NY 11220-4714	(718) 759-0129	(718) 759-0191	24	33-2764
Brookriver Dialysis	8101 BROOKRIVER DR	Dallas, TX 75247-4003	(214) 951-7789	(214) 951-8111	20	45-2703
DaVita Huntington Dialysis	390 S FAIR OAKS AVE STE 120	Pasadena, CA 91105-2540	(626) 564-2818	(626) 564-2889	25	55-2822
Dunkirk Dialysis	3958 VINEYARD DR	Dunkirk, NY 14048-3522	(716) 366-1931	(716) 366-2105	14	33-2767
Thorndale Dialysis	3243 LINCOLN HWY	Thorndale, PA 19372-1012	(610) 384-3902	(610) 380-1246	24	39-2522
Chilton Dialysis	425 M-B LN	Chilton, WI 53014-1604	(920) 849-3390	(920) 849-3432	12	52-2601
Sullivan Dialysis	2232 N HOSPITAL BLVD STE 1	Sullivan, IN 47882-7674	(812) 268-5593	(812) 268-5693	13	15-2685
Fayetteville Dialysis	509 E MILLSAP RD STE 111	Fayetteville, AR 72703-4862	(479) 443-6688	(479) 527-9917	9	04-2539
El Paso Peritoneal Dialysis	1310 MURCHISON DR STE C	El Paso, TX 79902-4821	(915) 351-0893	(915) 533-8516	0	67-2768
Avian Dialysis	8486 BELLAIRE BLVD	Houston, TX 77036-4702	(713) 774-0253	(713) 774-0315	20	67-2841
Federal Way Community Dialysis Center	1015 S 348TH ST	Federal Way, WA 98003-7078	(253) 661-9055	(253) 661-9093	19	50-2513
Moore Dialysis	620 S SANTA FE AVE STE C	Moore, OK 73160-2476	(405) 799-2439	(405) 799-2409	12	37-2603
Flamingo Park Kidney Center	901 E 10TH AVE BAY 17	Hialeah, FL 33010-3762	(305) 884-5677	(305) 884-2466	21	10-2664
Heart of Marion Dialysis	1221 DELAWARE AVE	Marion, OH 43302-6419	(740) 375-0849	(740) 375-0869	13	36-2823
Zapata Falcon Lake Dialysis	2860 S US HWY 83	Zapata, TX 78076	(956) 765-9366	(956) 765-9319	13	67-2849

Archway Modesto Home Training	3001 HEALTH CARE WAY BLDG E, STE 101	Modesto, CA 95356-8510	(209) 543-1721	(209) 543-1750	4	55-2765
Four Corners Dialysis Center	801 W BROADWAY	Farmington, NM 87401-5650	(505) 325-2827	(505) 326-7425	36	32-2503
Columbia County Dialysis	1389 W US HIGHWAY 90 STE 100	Lake City, FL 32055-6130	(386) 466-0197	(386) 292-8992	16	68-2568
Robidoux Dialysis	802 JULES ST	Saint Joseph, MO 64501-1944	(816) 233-3340	(816) 233-3470	16	26-2691
Fourth Street Dialysis	3101 4TH ST STE B	Longview, TX 75605-5146	(903) 234-0112	(903) 234-1341	12	45-2776
Coventry Dialysis	3235 MANCHESTER RD STE 9	Akron, OH 44319-1458	(330) 645-9453	(330) 645-9484	13	36-2820
Avalon Dialysis	5807 AVALON BLVD	Los Angeles, CA 90011-5303	(323) 233-2452	(323) 233-2549	24	55-2793
Rockbridge Dialysis	8032 ROCKBRIDGE RD	Lithonia, GA 30058-5882	(678) 526-8340	(770) 482-4671	13	85-2534
Front Royal Dialysis	1360 N SHENANDOAH AVE	Front Royal, VA 22630-3636	(540) 622-2413	(540) 631-0326	16	49-2573
Seven Oaks Dialysis	4651 CORPORATE CT	Bakersfield, CA 93311-8704	(661) 664-5887	(661) 664-0145	24	55-2796
Lancaster SC Dialysis	1100 W MEETING ST	Lancaster, SC 29720-2251	(803) 313-6600	(803) 313-6608	29	42-2549
Mason County Dialysis	1930 Olympic Hwy N	Shelton, WA 98584-4141	(360) 968-1005	(360) 968-1026	5	50-2583
Allendale County Dialysis	1241 BOUNDARY ST W	Fairfax, SC 29827-3611	(803) 632-1587	(803) 632-1611	21	42-2557
Casa St Home Training	35 CASA ST STE 110	San Luis Obispo, CA 93405-1887	(805) 785-0321	(805) 785-0328	0	55-2792
Arlington Dialysis	4805 1st ST N	Arlington, VA 22203-2603	(703) 527-0652	(703) 527-0956	20	49-2559
Castro Valley Dialysis	20359 LAKE CHABOT RD	Castro Valley, CA 94546-5309	(510) 889-9973	(510) 582-1173	21	75-2527
Ashtabula Dialysis	1614 W 19TH ST	Ashtabula, OH 44004-3036	(440) 964-9777	(440) 964-8914	17	36-2554
Clay County Dialysis	1784 BLANDING BLVD	Middleburg, FL 32068-3807	(904) 291-1537	(904) 282-9869	16	68-2572
Echo Valley Dialysis	198 PONDEROSA RD	Colville, WA 99114-2003	(509) 684-2285	(509) 684-3799	7	50-2582
Central Bamberg Dialysis	67 SUNSET DR	Bamberg, SC 29003-1181	(803) 245-5166	(803) 245-3315	20	42-2534
Bel Air Dialysis	2225 OLD EMMORTON RD STE 105	Bel Air, MD 21015-6122	(410) 515-2078	(410) 515-3425	24	21-2594
Cypress Gardens Dialysis	418 BROAD ST	Sumter, SC 29150-4155	(803) 418-5129	(803) 418-0722	20	42-2661
Brenham Dialysis	2815 HIGHWAY 36 S	Brenham, TX 77833-8143	(979) 251-7287	(979) 836-2276	12	45-2641
Briarcrest Dialysis	1640 BRIARCREST DR STE 100	Bryan, TX 77802-2933	(979) 260-4908	(979) 268-5890	25	45-2550
Eastern Boulevard Dialysis	246 EASTERN BLVD N STE 105	Hagerstown, MD 21740-6666	(301) 745-4251	(301) 797-4637	22	21-2691
Catonsville Dialysis	1581 SULPHUR SPRING RD STE 112	Baltimore, MD 21227-2599	(410) 242-7766	(410) 242-5788	30	21-2528
Charlotte Dialysis	2321 W MOREHEAD ST STE 102	Charlotte, NC 28208-5145	(704) 333-5535	(704) 333-3862	33	34-2548
Emporia Dialysis	1616 INDUSTRIAL RD STE 2004	Emporia, KS 66801-6222	(620) 340-8043	(620) 340-8063	13	17-2561
Chester Dialysis	10360 IRON BRIDGE RD	Chester, VA 23831-1426	(804) 768-6770	(804) 768-6775	24	49-2607
Redondo Heights Dialysis	27320 PACIFIC HWY S	Federal Way, WA 98003-2413	(253) 529-7825	(253) 528-0851	14	50-2585
Corry Dialysis	300 YORK ST	Corry, PA 16407-1420	(814) 664-7520	(814) 663-0295	12	39-2580
Glenarden Dialysis	9701 PHILADELPHIA CT STE A	Lanham, MD 20706-4431	(301) 918-3830	(301) 306-5129	24	21-2699
Covington Dialysis	2504 VALLEY RIDGE RD	Covington, VA 24426-6339	(540) 862-4419	(540) 862-5768	13	49-2522
Golden Gate Dialysis	2700 GEARY BLVD STE A	San Francisco, CA 94118-3406	(415) 345-1869	(415) 673-1206	24	55-2811
Kresge Dialysis	4145 CASS AVE	Detroit, MI 48201-1707	(313) 833-4330	(313) 833-4257	32	23-2545
Grand Blanc Home Training	8195 S SAGINAW ST STE C	Grand Blanc, MI 48439-1885	(810) 695-1078	(810) 695-6942	0	23-2711
Dundalk Dialysis	14 COMMERCE ST	Dundalk, MD 21222-4307	(410) 284-9000	(410) 284-5584	12	21-2616
Huntersville Dialysis	9622 KINCEY AVE	Huntersville, NC 28078-9140	(704) 912-3890	(704) 948-1177	27	34-2707
Durham Dialysis	201 HOOD ST	Durham, NC 27701-3715	(919) 680-0002	(919) 680-0012	29	34-2550
Idabel Dialysis	1319 S LYNN LN	Idabel, OK 74745-6845	(580) 286-1108	(580) 286-5064	13	37-2602
East Orange Dialysis	14-20 PROSPECT ST	East Orange, NJ 07017-2238	(973) 672-2025	(973) 675-1381	21	31-2522
Kerr Lake Dialysis	1274 RUIN CREEK RD	Henderson, NC 27537-4168	(252) 431-0233	(252) 431-0252	17	34-2704
Edenton Dialysis	312 MEDICAL ARTS DR	Edenton, NC 27932-8607	(252) 482-0763	(252) 482-0863	20	34-2541
Largo Town Center Dialysis	1101 MERCANTILE LN STE 104	Largo, MD 20774-5360	(301) 341-7480	(301) 773-7206	22	21-2713
Lawrence Home Training	3510 CLINTON PKWY STE 110	Lawrence, KS 66047-2145	(785) 841-0490	(785) 830-8697	6	17-2559
Elizabethtown Dialysis	844 N HANOVER ST	Elizabethtown, PA 17022-1303	(717) 361-0151	(717) 361-8875	13	39-2604
Lynn Haven Dialysis	404 E 24TH ST	Lynn Haven, FL 32444-4881	(850) 271-2937	(850) 271-0326	12	68-2582
Wyncote Dialysis	1000 EASTON RD STE 250	Wyncote, PA 19095-2934	(215) 884-3398	(215) 884-3424	24	39-2635
Nottingham Dialysis	14010 W 134TH PL	Olathe, KS 66062-6139	(913) 764-0358	(913) 764-0328	12	17-2565
Portland MLK Dialysis	2737 NE MARTIN LUTHER KING JR BLVD	Portland, OR 97212-3037	(503) 282-1253	(503) 528-8420	20	38-2572
Rainier View Dialysis	1822 112TH STREET EAST STE A	Tacoma, WA 98445-3724	(253) 539-5659	(253) 539-5950	11	50-2579
Fleming Island Dialysis	4575 US HIGHWAY 17 STE 301	Fleming Island, FL 32003-4825	(904) 215-2476	(904) 215-8344	12	68-2648
Riverbend Dialysis	415 S TELEGRAPH RD	Monroe, MI 48161-1611	(734) 241-5704	(734) 457-5361	13	23-2704
Riverlakes Home Training	3933 COFFEE RD STE A	Bakersfield, CA 93308-5024	(661) 588-2326	(661) 588-0037	0	55-2795
San Bruno Dialysis	841 SAN BRUNO AVE W	San Bruno, CA 94066-3443	(650) 794-1138	(650) 794-1125	24	55-2878
San Rafael Dialysis	1415 3RD ST	San Rafael, CA 94901-2826	(415) 453-4437	(415) 453-4616	24	55-2794
Shelby County Dialysis	50 CHURCH VIEW ST	Shelbyville, KY 40065-1663	(502) 647-0127	(502) 633-4991	13	18-2635
Inwood Dialysis	6626 ANTOINE DR	Houston, TX 77091-1206	(713) 681-0481	(713) 681-0913	16	67-2857
Shoal Creek Dialysis	8260 N BOOTH AVE	Kansas City, MO 64158-7201	816-792-2502	816-792-2635	16	26-2676
LaMarque Dialysis	7236 MEDICAL CENTER DR	Texas City, TX 77591-3036	(409) 935-2890	(409) 935-3188	16	67-2899
Wanamaker Dialysis	3711 SW WANAMAKER RD	Topeka, KS 66610-1368	(785) 273-1824	(785) 273-1881	24	17-2563
Brown Deer Dialysis	9127 N 76TH ST	Milwaukee, WI 53223-1905	(414) 354-4319	(414) 365-3519	20	52-2613
Frankfort Dialysis	601 CHAMBERLIN AVE	Frankfort, KY 40601-4220	(502) 661-1274	(502) 661-1293	0	18-2648
Two Rivers Dialysis	100 WINTERS ST STE 12B	West Point, VA 23181-9534	(804) 843-2516	(804) 843-2318	13	49-2686
Tampa Breeze Dialysis	6914 SHELDON RD STE 102	Tampa, FL 33615-2701	(863) 663-3071	(863) 663-3093	12	68-2714
Hernando Home Training	4251 MARINER BLVD	Spring Hill, FL 34609-2416	(352) 686-2755	(352) 683-0720	0	68-2622
Visalia Vineyard Dialysis	1140 S BEN MADDOX WAY	Visalia, CA 93292-3643	(559) 635-1938	(559) 625-5713	24	55-2806
Rutherford Crossing Dialysis	141 MARKET ST	Winchester, VA 22603-4750	(540) 665-5169	(540) 667-1805	13	49-2704
Walker South Dialysis	28375 WALKER RD S	Walker, LA 70785-6029	(225) 664-2099	(225) 791-6079	13	19-2729
Springs Dialysis	218 MAIN ST STE 114 & 118	Trussville, AL 35173-1470	(205) 655-0871	(205) 655-1964	16	01-2693
Warner Center Dialysis	21040 CALIFA ST STE A	Woodland Hills, CA 91367-5103	(818) 715-9602	(818) 715-0042	24	55-2835
Washington Center for Aging	2601 18TH ST NE A WING BASEMENT	Washington, DC 20018-1301	(202) 636-7212	(202) 636-7216	9	09-2530
Westlake Village Dialysis	30730 RUSSELL RANCH RD STE A	Westlake Village, CA 91362-6355	(818) 707-7834	(818) 707-7874	21	55-2824
Fruitland Dialysis	815 NW 13TH ST	Fruitland, ID 83619-2316	(208) 764-1487	(208) 764-1488	12	13-2533
Dale City Dialysis	2920 DALE BLVD	Dale City, VA 22193-1120	(703) 680-5837	(703) 730-7461	17	49-2689
Atascocita Dialysis	5414 FM 1960 RD E	Humble, TX 77346-2627	(832) 445-0020	(832) 445-1335	20	67-2895
Dunn Avenue Dialysis	1215 DUNN AVE STE 8	Jacksonville, FL 32218-4897	(904) 757-3540	(904) 751-3499	16	68-2566
Washington Heights Dialysis	10620 S HALSTED ST	Chicago, IL 60628-2310	(773) 779-8149	(773) 779-8195	16	14-2835
Main Street Dialysis	668 MAIN ST	Lumberton, NJ 08048-5016	(609) 265-7865	(609) 267-6876	10	31-2644
Roosevelt Avenue Dialysis	1695 ROOSEVELT AVE STE A	York, PA 17408-8521	(717) 767-0189	(717) 767-0194	12	39-2883
Jesse Jewel Dialysis	1475 JESSE JEWELL PKWY NE STE 110	Gainesville, GA 30501-3802	(770) 538-7598	(770) 538-7632	13	85-2538
Platte Valley Dialysis	1321 S 4TH AVE STE 100	Brighton, CO 80601-6809	(303) 654-8202	(303) 654-8506	12	06-2591
Jamaica Hillside Dialysis	171-19 HILLSIDE AVE	Jamaica, NY 11432-4548	(718) 526-2051	(718) 739-3303	25	33-2766
Pomona Valley Dialysis	2703 S TOWNE AVE	Pomona, CA 91766-6206	(909) 590-4930	(909) 591-8425	32	55-2774
Westchester Home Training	955 YONKERS AVE STE 201	Yonkers, NY 10704-3063	(914) 237-7659	(914) 237-7894	0	33-2774
Palomba Drive Dialysis	51 PALOMBA DR	Enfield, CT 06082-3801	(860) 749-0476	(860) 749-0649	10	07-2547
Gardner Dialysis	328 E MAIN ST	Gardner, KS 66030-1314	(913) 884-8488	(913) 884-8243	16	17-2560
Port Orange Dialysis	3997 S NOVA RD RIVERWOOD PLAZA	Port Orange, FL 32127-9296	(386) 761-7961	(386) 763-2150	16	68-2632
Baymont Dialysis	10424 INTERSTATE 10 E STE 100	Baytown, TX 77523-0816	(281) 573-2539	(281) 573-3289	12	67-2826
Cedar Hill Dialysis	439 E FM 1382	Cedar Hill, TX 75104-6006	(972) 291-5817	(972) 291-5875	21	67-2861
Garland Shiloh Dialysis	800 N SHILOH RD	Garland, TX 75042-5716	(972) 276-7961	(972) 205-0191	21	67-2868
Jacksonville Westside Dialysis	5276 BLANDING BLVD STE 26	Jacksonville, FL 32210-8176	(904) 573-6405	(904) 908-9975	20	68-2627
Socorro Dialysis	10697 N LOOP DR	Socorro, TX 79927-6400	(915) 790-0538	(915) 790-0639	24	67-2842
Southside Dialysis	6018 PARKWAY DR	Corpus Christi, TX 78414-2488	(361) 994-5262	(361) 994-5232	20	74-2527
Queen City Dialysis	2290 FERGUSON RD	Cincinnati, OH 45238	(513) 347-3626	(513) 347-2680	17	36-2894
Tanner Dialysis	5655 W SAM HOUSTON PKWY N STE A	Houston, TX 77041-5148	(713) 983-8616	(713) 856-9294	16	67-2802

Crimson Dialysis	6521 HIGHWAY 69 S STE O	Tuscaloosa, AL 35405-6497	(205) 752-3267	(205) 752-3590	16	01-2700
Vintage Dialysis	20025 CHASEWOOD PARK DR	Houston, TX 77070-1465	(281) 251-0966	(281) 257-4706	17	67-2801
Brentwood Home Training	11859 WILSHIRE BLVD STE 100	Los Angeles, CA 90025-6616	(310) 231-7197	(310) 231-7212	0	75-2509
Coatesville Dialysis	1129 W LINCOLN HWY	Coatesville, PA 19320-1836	(610) 383-3866	(610) 384-5270	13	39-2859
Fountain Hills Dialysis	13430 N SAGUARO BLVD BLDG 3	Fountain Hills, AZ 85268-3728	(480) 816-5973	(480) 816-5767	12	03-2645
Mt Juliet Dialysis	1050 HERSCHEL DR	Mount Juliet, TN 37122-6338	(615) 758-1970	(615) 758-1974	11	44-2738
Greenpoint Dialysis	146 MESEROLE ST 2ND FL	Brooklyn, NY 11206-2582	(718) 388-6039	(718) 963-0941	24	33-2788
Norwood Park Dialysis	7435 W TALCOTT AVE STE 101	Chicago, IL 60631-3707	(773) 763-7180	(773) 763-7199	14	14-2851
Alamance County Dialysis	829 S MAIN ST	Graham, NC 27253-3763	(336) 229-9169	(336) 229-6378	16	34-2709
Albemarle Dialysis	101 DAVITA LANE	Elizabeth City, NC 27909-3314	(252) 338-0151	(252) 338-0567	14	34-2708
Alger Heights Dialysis	705 28TH ST SE	Grand Rapids, MI 49548-1303	(616) 475-0553	(616) 475-4266	20	23-2714
Lone Tree Ranch Dialysis	4040 LONE TREE WAY	Antioch, CA 94531-6209	(925) 777-3356	(925) 777-3379	24	55-2829
Casa Del Rio Home Training	8331 BRIMHALL RD STE 902, BLDG 900	Bakersfield, CA 93312-2249	(661) 387-6405	(661) 387-6015	0	55-2823
Bayshore Dialysis	16151 SLATER RD	North Fort Myers, FL 33917-6502	(239) 731-1006	(239) 731-1070	16	68-2616
Sampson County Home Training	331 NORTH BLVD	Clinton, NC 28328-1911	(910) 590-2777	(910) 592-1646	5	34-2712
Briggs Chaney Dialysis	13875 OUTLET DR	Silver Spring, MD 20904-4971	(301) 890-8976	(301) 890-1505	18	21-2706
Curtola Home Training	125 CORPORATE PL STE B	Vallejo, CA 94590-6921	(707) 642-1240	(707) 642-1349	0	55-2855
Emerald Coast Dialysis	1112 HOSPITAL RD	Fort Walton Beach, FL 32547-6742	(850) 864-4850	(850) 864-4356	16	68-2650
Trotwood Dialysis	5680 SALEM BEND DR	Dayton, OH 45426-1462	(937) 832-8432	(937) 837-9510	12	36-2861
Montreal Dialysis	1901 MONTREAL RD	Tucker, GA 30084-5245	(770) 938-9865	(770) 414-0284	13	85-2536
Bristol Dialysis	1232 S BRISTOL ST	Santa Ana, CA 92704-3422	(714) 662-4573	(714) 557-2369	25	55-2873
Gentilly Dialysis	4720 PARIS AVE	New Orleans, LA 70122-2553	(504) 283-9098	(504) 282-3888	21	19-2735
Clarcona Dialysis	8259 CLARCONA OCOEE RD	Orlando, FL 32818-1228	(407) 299-2173	(407) 299-7673	16	68-2665
Seaway Dialysis	999 E RIDGE RD STE 11	Rochester, NY 14621-1936	(585) 266-7348	(585) 266-4685	24	33-2759
Chapel Woods Dialysis	2460 WESLEY CHAPEL RD STE 25D	Decatur, GA 30035-3420	(770) 987-1439	(678) 418-7948	17	85-2510
Town Park Dialysis	401 TOWN PARK BLVD	Evans, GA 30809-3487	(706) 854-9502	(706) 855-9982	16	85-2520
Alafaya Dialysis	12001 SCIENCE DR STE 110	Orlando, FL 32826-2913	(407) 282-8202	(407) 208-9391	20	68-2637
Eynon Dialysis	260 SCRANTON CARBONDALE HWY	Eynon, PA 18403-1029	(570) 876-1874	(570) 876-6894	13	39-2836
Clermont Dialysis	1350 N HANCOCK RD	Clermont, FL 34711-5952	(352) 394-0072	(352) 241-0433	12	68-2669
Sandford Boulevard Dialysis	120 E SANDFORD BLVD	Mount Vernon, NY 10550-4512	(914) 665-2035	(914) 667-5126	8	33-2778
Circle Marina Dialysis	4223 E ANAHEIM ST	Long Beach, CA 90804-4202	(562) 725-3224	(562) 725-3252	25	75-2528
Mt Nebo Dialysis	555 W STATE ROAD 164 STE 101	Salem, UT 84653-5732	(801) 798-7903	(801) 798-7237	12	46-2551
Prairieville Dialysis	17123 COMMERCE CENTRE DR	Prairieville, LA 70769-3481	(225) 877-2001	(225) 877-2002	17	19-2736
Allouez Dialysis	161 W. St Joseph St	Allouez, WI 54301-2291	920-932-6441	920-932-6465	16	Pending
Lancaster Drive Dialysis	421 LANCASTER DR NE	Salem, OR 97301-4729	(503) 581-6236	(503) 363-0490	25	38-2577
San Gabriel Dialysis	825 E BROADWAY	San Gabriel, CA 91776-1901	(626) 287-1270	(626) 287-1255	25	55-2875
Beach Dialysis	12456 BEACH BLVD	Stanton, CA 90680-3930	(714) 373-9447	(714) 373-9435	25	55-2877
La Mirada Dialysis	14337 IMPERIAL HWY	La Mirada, CA 90638-1942	(562) 321-2085	(562) 321-2992	21	55-2882
North Plainfield Dialysis	1260 ROUTE 22 E	North Plainfield, NJ 07060	(908) 754-5190	(908) 754-5195	19	31-2703
Universal Huntington Park Dialysis	1824 E SLAUSON AVE	Vernon, CA 90058-3829	(323) 364-0188	(323) 364-0317	26	75-2503
Van Nuys Dialysis	14434 SHERMAN WAY	Van Nuys, CA 91405-2340	(818) 787-8225	(818) 787-8313	37	55-2844
Brooklawn Dialysis	700 CRESCENT BLVD STE 10B	Brooklawn, NJ 08030-2797	(856) 456-1230	(856) 742-7094	18	31-2675
Montgomery County Dialysis	1822 SENATOR MILLER DR	Hillsboro, IL 62049-2401	(217) 532-3000	(217) 532-3009	8	14-2813
Bridgeview Dialysis	2480 US HWY 41 N STE J	Henderson, KY 42420-2376	(270) 830-8061	(270) 831-2925	13	18-2637
Kempsville Dialysis	1920 CENTERVILLE TURNPIKE STE 122	Virginia Beach, VA 23464-6859	(757) 502-0360	(757) 502-1206	17	49-2719
Pinole Dialysis	1335 PINOLE VALLEY RD	Pinole, CA 94564-1384	(510) 964-9740	(510) 964-9728	24	75-2522
Mission Dialysis	2852 W 47TH AVE	Kansas City, KS 66103-3243	(913) 403-1843	(913) 403-1848	12	17-2566
Hopkins Road Dialysis	5750 HOPKINS RD	North Chesterfield, VA 23234-6614	(804) 275-8631	(804) 275-8705	17	49-2712
Carson Pavilion Dialysis	20930 CHICO ST	Carson, CA 90746-3603	(310) 638-1345	(310) 635-0464	25	55-2896
Moccasin Creek Dialysis	3313 SE 6TH AVE	Aberdeen, SD 57401-5504	(605) 225-7344	(605) 225-1698	8	43-2515
Westfall Dialysis	8029 WEST FLORISSANT AVE	Jennings, MO 63136-1400	(314) 382-2869	(314) 383-0795	20	26-2685
Woodbine Dialysis	5209 LINBAR DR STE 605	Nashville, TN 37211-1037	(615) 333-9765	(615) 333-9331	12	44-2743
Vermilion County Dialysis	26 E WEST NEWELL RD	Danville, IL 61834-7488	(217) 431-1470	(217) 431-1753	12	14-2812
Briley Parkway Dialysis	1221 BRIARVILLE RD	Madison, TN 37115-5145	(615) 865-9363	(615) 870-0906	16	44-2744
Earhart Dialysis	7730 EARHART BLVD	New Orleans, LA 70125-2504	(504) 861-1256	(504) 861-5082	15	19-2738
East Sunrise Dialysis	1750 E DESERT INN RD STE 100	Las Vegas, NV 89169-3202	(702) 474-7052	(702) 474-4019	21	29-2554
Kelley Corners Dialysis	231 KELLEY ST	Lake City, SC 29560-2446	(843) 394-3847	(843) 394-3966	16	42-2674
Loveland Dialysis	8944 COLUMBIA RD STE 6	Loveland, OH 45140-1121	(513) 583-5326	(513) 583-5134	13	36-2872
Marion Towne Dialysis	2529 E HIGHWAY 76	Marion, SC 29571-6347	(843) 423-8861	(843) 423-5334	12	42-2667
College Estates Dialysis	1601 RAIDERS WAY	Oxnard, CA 93033-5620	(805) 240-3302	(805) 240-1571	25	75-2515
Alsip Home Training	11500 S PULASKI RD	Alsip, IL 60803-1610	(708) 385-7145	(708) 385-7487	4	14-2808
Valencia Dialysis	26861 BOUQUET CANYON RD	Santa Clarita, CA 91350-2372	(661) 263-3216	(661) 263-3254	13	75-2510
Overland Park Dialysis	12201 W 110TH ST	Overland Park, KS 66210-4045	(913) 451-5984	(913) 327-5401	16	17-2571
Fort Collins Dialysis	1601 PROSPECT PKWY STE 180	Fort Collins, CO 80525-1076	(970) 493-0753	(970) 407-7230	13	06-2588
Fort Wayne North Dialysis	415 E DUPONT RD	Fort Wayne, IN 46825-2051	(260) 637-0431	(260) 637-6641	12	15-2681
Langley Dialysis	5 W MERCURY BLVD	Hampton, VA 23669-2508	(757) 723-4620	(757) 728-3566	20	49-2703
Fresno Metro Dialysis	4679 W SPRUCE AVE STE 101	Fresno, CA 93722-8425	(559) 899-2360	(559) 899-0878	32	75-2536
Gardena Dialysis	1201 W 155TH ST	Gardena, CA 90247-4096	(310) 538-6804	(310) 538-6836	25	55-2897
Huntley Dialysis	10370 HALIGUS RD STE 100	Huntley, IL 60142-9582	(847) 669-8145	(847) 669-8165	12	14-2828
Medina Square Dialysis	740 N COURT ST	Medina, OH 44256-1748	(330) 721-7824	(330) 721-9540	8	36-2873
La Porte Dialysis	1406 E LINCOLNWAY STE A	La Porte, IN 46350-8047	(219) 324-3080	(219) 324-9528	12	15-2684
Diamond State Dialysis	9022 LANDERS RD STE E	North Little Rock, AR 72117-1599	(501) 834-1393	(501) 834-1450	12	04-2597
Lake Seminole Dialysis	10799 PARK BLVD	Seminole, FL 33772-5420	(727) 319-0180	(727) 319-0175	20	68-2612
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
Laredo North Creek Dialysis	2443 MONARCH DR	Laredo, TX 78045-6329	(956) 725-5203	(956) 725-5082	25	67-2878
St. Luke's Home Training	1901 HAMILTON ST STE 200	Allentown, PA 18104-6460	(610) 776-1479	(610) 433-6306	2	39-2840
Jackson Township Dialysis	260 N COUNTY LINE RD STE 120	Jackson, NJ 08527-4473	(732) 364-2055	(732) 901-1905	10	31-2679
Leland Dialysis	1220 MAGNOLIA VILLAGE WAY	Leland, NC 28451-9464	(910) 371-0391	(910) 371-3304	16	34-2716
Forest City Dialysis	198 N SPRINGFIELD AVE	Rockford, IL 61101-5086	(815) 962-8914	(815) 962-8952	16	14-2825
Rolling Hills Dialysis	25210 CRENSHAW BLVD STE 110	Torrance, CA 90505-6134	(310) 530-1180	(310) 530-1312	25	55-2832
Estabrook Park Dialysis	733 EAST CAPITOL DR	Milwaukee, WI 53212-1307	(414) 906-0144	(414) 963-1231	13	52-2616
Milpitas Dialysis	660 E CALAVERAS BLVD	Milpitas, CA 95035-5442	(408) 945-6536	(408) 945-6549	24	55-2894
River Oaks Dialysis	8000 WOLF RIVER BLVD STE 106	Germantown, TN 38138-1754	(901) 757-4809	(901) 757-3627	17	44-2747
Singleton Farms Dialysis	4031 AUSTIN PEAY HWY	Memphis, TN 38128-2503	(901) 379-0491	(901) 379-0459	17	44-2753
Tribble Mill Dialysis	1719 NEW HOPE RD	Lawrenceville, GA 30045-6570	(470) 622-7112	(470) 622-7130	17	85-2588
Camp Creek Dialysis	3030 HEADLAND DR SW STE C	Atlanta, GA 30311-5435	(404) 349-6790	(404) 349-8095	20	85-2574
Vista Del Sol Dialysis	15002 AMARGOSA RD	Victorville, CA 92394-1868	(442) 255-4023	(442) 255-4030	25	55-2834
Belle Vernon Dialysis	350 TRI COUNTY LN	Rostraver Township, PA 15012-1990	(724) 797-9163	(724) 797-9172	12	39-2500
Montbello Dialysis	4834 CHAMBERS RD	Denver, CO 80239-5152	(303) 371-1502	(303) 371-3627	12	06-2592
Ridge Road Dialysis	530 E RIDGEVILLE BLVD	Mount Airy, MD 21771-5252	(301) 829-5162	(301) 829-5254	13	21-2725
Natural Bridge Dialysis	8980 NATURAL BRIDGE RD	Saint Louis, MO 63121-3917	(314) 426-2064	(314) 426-2462	20	26-2683
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
New Hanover Dialysis	3147 S 17TH ST	Wilmington, NC 28412-1030	(910) 794-6110	(910) 794-4288	18	34-2717
Oceanside Dialysis	4182 OCEANSIDE BLVD	Oceanside, CA 92056-6003	(760) 941-8393	(760) 941-8430	21	55-2841
Pauls Valley Dialysis	2410 W GRANT AVE	Pauls Valley, OK 73075-9229	(405) 207-9274	(405) 207-9407	12	37-2605
Fallen Timbers Dialysis	4330 KEYSTONE DR	Maumee, OH 43537-8795	(419) 887-0762	(419) 887-0773	12	36-2855
Hopefield Dialysis	2425 S ROUSE ST	Pittsburg, KS 66762-6606	(620) 231-0794	(620) 231-0901	13	17-2567
Port Warwick Dialysis	445 ORIANA RD STE 18	Newport News, VA 23608-3742	(757) 898-9212	(757) 898-9216	17	49-2706
Hawkeye Dialysis	701 TAMA ST STE 150	Marion, IA 52302-4806	(319) 900-4702	(319) 900-4731	12	16-2570
Desert Sands Home Training	78030 WILDCAT DR STE 102	Palm Desert, CA 92211-1116	(760) 772-5608	(760) 345-8973	0	55-2840
Ravenna Dialysis	600 ENTERPRISE PKWY	Ravenna, OH 44266-8054	(330) 297-5846	(330) 297-6357	9	36-2838

Redhawk Dialysis	44605 AVENIDA DE MISSIONES STE 100	Temecula, CA 92592-3098	(951) 302-3675	(951) 303-0716	25	55-2838
Serrano Dialysis	1800 MEDICAL CENTER DR STE 150	San Bernardino, CA 92411-1218	(909) 887-2717	(909) 887-3794	25	55-2830
San Ramon Valley Home Training	1320 EL CAPITAN DR STE 210	Danville, CA 94526-6258	(925) 275-9280	(925) 973-0430	0	55-2842
Miracle Mile Dialysis	4925 JACKMAN RD UNIT# 59	Toledo, OH 43613-3574	(419) 474-4989	(419) 474-5112	12	36-2859
Senoia Dialysis	105 VILLAGE CIRCLE	Senoia, GA 30276-3494	(770) 599-0242	(770) 599-3540	13	85-2518
Park Manor Dialysis	9505 S COLFAX AVE	Chicago, IL 60617-4976	(773) 978-5446	(773) 978-5549	16	14-2831
Terre Haute Dialysis	504 6TH AVE	Terre Haute, IN 47807-1025	(812) 231-8560	(812) 232-8501	13	15-2689
Three Rivers Dialysis	6721 OLD TRAIL RD STE 100	Fort Wayne, IN 46809-2655	(260) 478-8582	(260) 478-8566	12	15-2676
Foster Powell Dialysis	6828 SE FOSTER RD	Portland, OR 97206-4546	(503) 777-5780	(503) 774-3002	17	38-2582
Tinley Park Dialysis	16767 80TH AVE	Tinley Park, IL 60477-2361	(708) 429-4738	(708) 429-4984	14	14-2810
BETHESDA DIALYSIS	332 N CONGRESS AVE	Boynton Beach, FL 33426-3413	(561) 735-9313	(561) 364-8240	16	68-2640
Golden State Dialysis	4200 N GOLDEN STATE BLVD	Turlock, CA 95382-8840	(209) 634-0014	(209) 634-0048	24	55-2812
Brighton Park Dialysis	4737 S CALIFORNIA AVE	Chicago, IL 60632-2015	(773) 523-2441	(773) 523-2468	16	14-2860
Upper Sandusky Dialysis	111 TARHE TRL	Upper Sandusky, OH 43351-8706	(419) 209-0799	(419) 209-0921	8	36-2864
Belmar Dialysis	1800 STATE ROUTE 34 STE 302	Wall Township, NJ 07719-9146	(732) 681-8310	(732) 681-5641	19	31-2500
Anchor Home Training	3005 LONG BEACH RD	Oceanside, NY 11572-3204	(516) 766-5701	(516) 766-5706	0	Pending
Wagoner Dialysis	402 S WALL ST	Wagoner, OK 74467-5003	(918) 485-4363	(918) 485-3043	12	37-2606
Walton Dialysis	13250 SERVICE RD	Walton, KY 41094-9565	(859) 485-0321	(859) 485-0327	13	18-2636
Shrewsbury Street Dialysis	267 SHREWSBURY ST	Worcester, MA 01604-4623	(774) 530-6353	(774) 530-6348	16	22-2592
Falkenburg Dialysis	3140 S FALKENBURG RD STE 101	Riverview, FL 33578-2594	(813) 372-1625	(813) 372-1615	32	68-2630
Air Capital Dialysis	1812 S SENECA ST STE 110	Wichita, KS 67213-4104	(316) 263-1248	(316) 263-1521	17	17-2572
Roseville Commons Dialysis	18001 E 10 MILE RD STE B	Roseville, MI 48066-3803	(586) 771-2286	(586) 771-2581	24	23-2736
Beatrice Dialysis	5200 HOSPITAL PKWY	Beatrice, NE 68310-6909	(402) 223-7848	(402) 228-1760	8	28-2534
Hidden Valley Dialysis	1951 CITRACADO PKWY	Escondido, CA 92029-4158	(760) 746-0464	(760) 746-0392	37	75-2514
Del Norte Dialysis	5201 SAN MATEO BLVD NE	Albuquerque, NM 87109-2414	(505) 884-4820	(505) 888-9407	17	32-2549
Hawley Lane Dialysis	425 HAWLEY LN	Stratford, CT 06614-1514	(203) 375-5438	(203) 375-5487	25	07-2553
Lower Greenville Dialysis	4405 ROSS AVE	Dallas, TX 75204-5013	(214) 370-9466	(214) 370-9479	25	74-2546
Fall Creek Dialysis	3820 N COLLEGE AVE	Indianapolis, IN 46205-2755	(317) 926-5125	(317) 926-4439	20	15-2694
Meherrin Home Training	201B WEAVER AVE	Emporia, VA 23847-1248	(434) 634-3084	(434) 634-0671	0	49-2708
Dialysis Care of Mesquite	2110 N GALLOWAY AVE STE 102	Mesquite, TX 75150-5736	(972) 285-1909	(972) 329-1063	25	74-2515
West Arlington Dialysis	1001 W ARBROOK BLVD STE 101 AND 111	Arlington, TX 76015-4222	(817) 466-7403	(817) 466-7408	21	67-2810
Chantilly Dialysis	14225 SULLYFIELD CIR STE A	Chantilly, VA 20151-1688	(703) 263-0215	(703) 378-7692	16	49-2722
Victoria Home Dialysis	8206 N NAVARRO ST STE 100	Victoria, TX 77904-2606	(361) 465-4089	(361) 465-4378	0	74-2588
Glenvar Dialysis	3737 W MAIN ST STE 103	Salem, VA 24153-2073	(540) 380-3130	(540) 380-3784	13	49-2709
Pentagon City Dialysis	1785 S HAYES ST	Arlington, VA 22202-2714	(703) 920-0980	(703) 920-0983	10	49-2720
St. Luke's Whitehall Dialysis	1220 3RD ST	Whitehall, PA 18052-4905	(610) 266-1706	(610) 266-1574	13	39-2845
Mallory Park Dialysis	2808 GERMANTOWN ST	Dayton, OH 45417-4134	(937) 262-8427	(937) 262-8016	24	36-2860
Merchantville Dialysis	5000 N CRESCENT BLVD STE 1A	Pennsauken, NJ 08109-2151	(856) 910-8798	(856) 910-8794	19	31-2685
Center Hill Dialysis	2045 DONALD LEE HOLLOWELL PKWY NW	Atlanta, GA 30318-4701	(404) 792-1611	(404) 799-0816	13	85-2527
Lawrence County Dialysis	367 COUNTY RD 406 UNIT 11	South Point, OH 45680-8766	(740) 894-0830	(877) 288-1208	9	36-2863
Renton Dialysis	4110 NE 4TH ST STE E	Renton, WA 98059-5045	(425) 226-2408	(425) 226-2372	8	50-2586
Highbridge Dialysis	2406 AMSTERDAM AVE	New York, NY 10033-7320	(212) 568-0169	(917) 521-0035	21	Pending
Brazil Dialysis	115 S MURPHY AVE	Brazil, IN 47834-8396	(812) 442-8481	(812) 442-8490	9	15-2683
Pearl Dialysis	1492 CONSTITUTION BLVD	Salinas, CA 93905-3807	(831) 442-1132	(831) 444-0238	24	55-2898
Colma Dialysis	1055 EL CAMINO REAL	Colma, CA 94014-3234	628-529-1031	628-529-1066	20	Pending
Irvington Dialysis	468 CHANCELLOR AVE STE WS-3	Irvington, NJ 07111-4001	(973) 373-0294	(973) 371-1595	19	31-2683
Lock City Dialysis	475 S TRANSIT ST STE 900	Lockport, NY 14094-5562	(716) 439-0590	(716) 439-0595	9	33-2789
Panola Dialysis	5360 SNAPFINGER WOODS DR STE 102	Decatur, GA 30035-4046	(770) 322-1301	(770) 322-2491	20	85-2554
Brodie Lane Dialysis	9010 BRODIE LN BLDG A	Austin, TX 78748-5184	(512) 280-6505	(512) 280-6866	12	74-2555
Park Hill Dialysis	1151 HOSPITAL DR	Fredericksburg, VA 22401-8408	(540) 373-2470	(540) 374-5252	21	49-2692
Huber Heights Dialysis	7769 OLD COUNTRY COURT	Huber Heights, OH 45424-2097	(937) 237-0769	(937) 237-1981	15	36-2833
McKinney Corner Dialysis	4601 MEDICAL CTR DR STE G	McKinney, TX 75069-1771	(972) 984-1974	(972) 548-4805	17	74-2513
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
Sherman Crossroads Dialysis	209 W TRAVIS ST	Sherman, TX 75092-3512	(903) 421-0272	(903) 258-9842	13	74-2535
Judson Dialysis	15619 NACOGDOCHES RD	San Antonio, TX 78247-1159	(210) 653-9579	(210) 599-2136	24	74-2553
Roadrunner Dialysis	5010 WISEMAN BLVD	San Antonio, TX 78251-4777	(210) 520-0341	(210) 520-0236	24	74-2541
Irving Park Dialysis	4323 N PULASKI RD	Chicago, IL 60641-2155	(773) 279-8714	(773) 279-8624	14	14-2840
Belleville Dialysis	10850 BELLEVILLE RD	Van Buren Township, MI 48111-5304	(734) 697-7604	(734) 697-7261	12	23-2724
Mayfair Dialysis	4930 PARAMOUNT BLVD	Lakewood, CA 90712-2904	(424) 296-6870	(562) 531-0715	36	55-2858
Whiting Dialysis	816 119TH ST	Whiting, IN 46394-1401	(219) 473-0712	(219) 473-0931	9	15-2698
Oro Valley Dialysis	1521 E TANGERINE RD STE 101	Oro Valley, AZ 85755-6214	(520) 219-2879	(520) 219-0564	12	03-2652
O'Fallon Dialysis	1941 FRANK SCOTT PKWY E STE B	Shiloh, IL 62269-7387	(618) 622-0592	(618) 622-0650	12	14-2818
Sandia Peak Dialysis	10410 COPPER POINT WAY NE	Albuquerque, NM 87123-1158	(505) 299-0657	(505) 299-6686	12	32-2556
Starr Dialysis	403 E BROADWAY ST	Toledo, OH 43605-2354	(419) 691-3227	(419) 691-3185	12	36-2885
Barker Cypress Dialysis	18003 LOGENBAUGH DR	Cypress, TX 77433-7196	(281) 856-6198	(281) 856-6224	24	67-2896
Puddledock Dialysis	4650 PUDDLEDOCK RD	Prince George, VA 23875-1235	(804) 957-5910	(804) 957-5916	17	49-2511
Mid Valley PD Home Training	1205 N MICHIGAN AVE	Saginaw, MI 48602-4729	(989) 771-9381	(989) 771-9407	0	23-2717
Hertel Avenue Dialysis	699 HERTEL AVE STE 380	Buffalo, NY 14207-2355	(716) 871-4172	(716) 447-0230	17	33-2757
Lansing Home Training	4530 S HAGADORN RD STE B	East Lansing, MI 48823-5304	(517) 333-8450	(517) 333-8449	0	23-2646
American River Dialysis	5238 MANZANITA AVE	Carmichael, CA 95608-0510	(279) 972-9781	(279) 972-9815	24	75-2534
Yolo Dialysis	1840 E MAIN ST	Woodland, CA 95776-6228	(530) 662-1364	(530) 662-1357	21	75-2507
Atlantic PCH Dialysis	1090 ATLANTIC AVE	Long Beach, CA 90813-3403	(562) 432-8262	(562) 432-3257	20	75-2502
Inverrary Dialysis	4984 N UNIVERSITY DR	Lauderhill, FL 33351-5748	(954) 748-1659	(954) 748-9865	20	68-2658
Wildwood Dialysis	4713 E SR 44 STE 900	Wildwood, FL 34785-7465	(352) 330-1103	(352) 330-1106	12	68-2647
Lost River Dialysis	737 DISHMAN LN	Bowling Green, KY 42101-4098	(270) 846-1054	(270) 846-2866	12	18-2638
Duluth Dialysis	3170 PEACHTREE INDUSTRIAL BLVD STE 100	Duluth, GA 30097-8615	(770) 232-5219	(770) 476-3730	13	85-2551
Laurel Lakes Dialysis	14500 LAUREL PL	Laurel, MD 20707-4961	(301) 497-5454	(301) 776-2531	13	21-2724
Brookside Dialysis	10725 WILES RD	Coral Springs, FL 33076-2014	(954) 796-9925	(954) 796-7360	16	68-2655
College City Dialysis	2630 DONAGHEY AVE	Conway, AR 72032-2317	(501) 504-2474	(501) 504-2611	20	04-2598
Donna Dialysis	1006 E INTERSTATE HIGHWAY 2	Donna, TX 78537-4153	(956) 461-2519	(956) 461-2550	21	67-2843
VacaValley Home Training	785 ORANGE DR	Vacaville, CA 95687-3133	(707) 359-1960	(707) 359-1986	0	75-2531
Barbour County Dialysis	1218 S EUFAULA AVE	Eufaula, AL 36027-2718	(334) 687-7583	(334) 687-5389	8	01-2697
Elkhart Dialysis	1401 N MICHIGAN ST	Elkhart, IN 46514-2633	(574) 262-5295	(574) 262-8895	12	15-2664
Garden Grove Harbor Dialysis	13054 N HARBOR BLVD	Garden Grove, CA 92843-1744	(714) 539-3395	(714) 539-3467	25	55-2781
Free State Dialysis	1918 E 23RD ST	Lawrence, KS 66046-5069	(785) 312-9377	(785) 832-1498	12	17-2573
Beach Boulevard Dialysis	14444 BEACH BLVD STE B	Jacksonville, FL 32250-2010	(904) 992-9254	(904) 992-8835	16	68-2560
Mankato Uptown Dialysis	1802 COMMERCE DR	North Mankato, MN 56003-1800	(507) 225-0258	(507) 229-0263	16	24-2697
St. Augustine Home Training	252 SOUTHPARK CIR E	Saint Augustine, FL 32086-5137	(904) 823-1594	(904) 808-1437	3	68-2561
Medina Dialysis	210 GRACE COVE	Medina, TN 38355-8738	(731) 783-0527	(731) 783-5420	12	44-2733
Glencoe Dialysis	1123 HENNEPIN AVE N	Glencoe, MN 55336-2234	(320) 864-1901	(320) 864-3361	8	24-2596
Airways Dialysis	5247 AIRWAYS BLVD	Memphis, TN 38116-9401	(901) 345-0671	(901) 348-2068	13	44-2740
Mount Hope Dialysis	1940 WEBSTER AVE 2ND FL, STE 200	Bronx, NY 10457-4261	(718) 901-9122	(718) 901-9116	16	33-2784
Oakwood Renal Services	18100 OAKWOOD BLVD STE 206	Dearborn, MI 48124-4085	(313) 438-7959	(313) 438-7960	18	23-2702
Ocala West Home Training	8615 SW 103RD STREET RD	Ocala, FL 34481-9622	(352) 854-3099	(352) 854-3480	2	68-2573
Kankakee River Dialysis	455 W COURT ST STE 100	Kankakee, IL 60901-3692	(815) 932-5169	(815) 932-5189	24	14-2850
Sumter County Dialysis	1432 E FORSYTH ST	Americus, GA 31709-3808	(229) 924-9709	(229) 924-6002	12	11-2885

Saluda River Dialysis	8080 AUGUSTA RD	Piedmont, SC 29673-9363	(864) 900-4066	(864) 900-4095	17	42-2683
Colton Ranch Dialysis	1405 W VALLEY BLVD STE 100	Colton, CA 92324-1963	(909) 783-7948	(909) 783-0125	32	55-2791
Arcadia Oaks Dialysis	721 W HUNTINGTON DR	Arcadia, CA 91007-6734	(626) 294-9682	(626) 445-7455	20	55-2787
Channel Islands Dialysis	3541 W 5TH ST STE A	Oxnard, CA 93030-6403	(805) 984-5140	(805) 984-5647	16	55-2764
Minerva Park Dialysis	4401 CLEVELAND AVE UNIT A	Columbus, OH 43224-1577	(614) 478-9604	(614) 478-9640	17	36-2888
Albany Dialysis	244 CORDELE RD STE 165	Albany, GA 31705-2412	(229) 446-6412	(229) 483-7806	13	85-2519
Ellwood City Dialysis	807 LAWRENCE AVE	Ellwood City, PA 16117-1941	(724) 752-1081	(724) 752-9419	5	39-2855
Glenside Dialysis	7001 W BROAD ST	Richmond, VA 23294-3701	(804) 755-2368	(804) 672-7612	21	49-2701
Point Breeze Dialysis	2501 REED ST STE A	Philadelphia, PA 19146-3900	(215) 334-0250	(215) 271-4584	16	39-2861
Seven Hills Dialysis	2008 WARDS RD	Lynchburg, VA 24502-5310	(434) 867-1718	(434) 867-1044	17	Pending
Marina Dialysis	930 2ND AVE	Marina, CA 93933-6009	(831) 384-7831	(831) 384-7786	24	55-2828
Highland Dialysis	5779 S US HWY 41	Terre Haute, IN 47802-4167	(812) 638-6395	(812) 638-6428	13	15-2710
Jensen Avenue Dialysis	4314 E JENSEN AVE	Fresno, CA 93725-2105	(559) 777-2902	(559) 777-2921	21	75-2533
Staten Island South Dialysis	30 SNEDEN AVE	Staten Island, NY 10312-3637	(718) 356-2678	(718) 356-6376	16	33-2799
Trinity Dialysis	2870 BUND AVE	New Port Richey, FL 34655-1849	(727) 372-7742	(727) 372-7551	20	68-2629
City Center Dialysis	10405 KATY FWY STE 140	Houston, TX 77024-1165	(713) 647-0641	(713) 647-0620	24	67-2862
Mebane Dialysis	616 N FIRST ST	Mebane, NC 27302-2106	(919) 563-1052	(919) 563-1484	16	34-2739
Half Moon Dialysis	1633 US ROUTE 202 STE 120	Pomona, NY 10970-2926	(845) 364-9101	(845) 364-9106	13	33-2824
Hutchinson River Dialysis	2331 EASTCHESTER RD	Bronx, NY 10469-5910	(718) 547-0612	(718) 653-0294	19	33-2785
Lakeville Dialysis	20184 HERITAGE DR	Lakeville, MN 55044-6855	(952) 985-5438	(952) 469-9742	8	24-2605
Battle Ground Dialysis	720 W MAIN ST STE 112	Battle Ground, WA 98604-4474	(360) 687-4677	(360) 666-6623	13	50-2584
Brooksville Dialysis	7326 BROAD ST	Brooksville, FL 34601-3114	(352) 540-6185	(352) 799-8190	16	68-2621
Laburnum Dialysis	4352 S LABURNUM AVE	Henrico, VA 23231-2418	(804) 236-4699	(804) 236-9235	17	49-2710
Manhattan Dialysis	519 MCCALL RD STE 100	Manhattan, KS 66502-5038	(785) 539-5743	(785) 539-5781	12	17-2564
Freedom Dialysis	800 N MAIN ST	Evansville, IN 47711-5052	(812) 423-5368	(812) 423-5419	13	15-2690
Orlando Airport Dialysis	5778 S SEMORAN BLVD STE A	Orlando, FL 32822-4819	(407) 282-3835	(407) 282-9520	24	68-2618
Eagles Dialysis	5301 PEARL DR STE 300	Evansville, IN 47712-8111	(812) 467-0161	(812) 467-0139	13	15-2682
Western Ridge Dialysis	6909 GOOD SAMARITAN DR STE C	Cincinnati, OH 45247-5209	(513) 353-0237	(513) 353-0230	15	36-2849
Calumet City	1200 SIBLEY BLVD	Calumet City, IL 60409-2327	(708) 862-6454	(708) 862-6540	16	14-2817
Windsor Dialysis	2707 N ROLLING RD STE 104-105	Windsor Mill, MD 21244-2157	(410) 944-2649	(410) 944-2726	18	21-2632
Dairy Ashford Dialysis	12606 WESTPARK DR	Houston, TX 77082-5526	(281) 679-1848	(281) 496-2093	20	67-2848
Millcreek Dialysis	2042 EDINBORO RD	Erie, PA 16509-3404	(814) 866-1930	(814) 868-2693	17	39-2822
La Habra Dialysis	1611 W WHITTIER BLVD	La Habra, CA 90631-3618	(562) 267-0430	(562) 266-0045	37	55-2852
Scotlandville Dialysis	7797 HOWELL BLVD	Baton Rouge, LA 70807-5583	(225) 357-6929	(225) 355-1008	17	19-2720
Fremaux Dialysis	1566 SHORTCUT HWY	Slidell, LA 70458-8126	(985) 643-9237	(985) 726-0400	13	19-2724
Glendale Heights Dialysis	6850 SAN FERNANDO RD	Glendale, CA 91201-1642	(818) 563-6102	(818) 563-6138	33	55-2885
Algiers Dialysis	2924 GENERAL DEGAULLE DR	New Orleans, LA 70114-6440	(504) 367-0006	(504) 367-0340	13	19-2719
Palms Valley Dialysis	38454 5TH ST W	Palmdale, CA 93551-4480	(661) 225-9416	(661) 225-9867	33	55-2845
Bluff Rd Dialysis	100 W WASHINGTON BLVD	Montebello, CA 90640-6211	(323) 728-2984	(323) 726-6747	24	55-2773
Manchester Dialysis	903 HANOVER ST	Manchester, NH 03104-5420	(603) 621-4903	(603) 621-4906	10	30-2519
Laconia Dialysis	3440 BOSTON RD	Bronx, NY 10469-2512	(718) 798-0538	(718) 652-2495	24	33-2786
Anaheim Springs Dialysis	1324 S EUCLID ST	Anaheim, CA 92802-2002	(714) 774-1518	(714) 774-1549	25	55-2766
San Bernardino Home Training	966 E HOSPITALITY LN	San Bernardino, CA 92408-2818	(909) 796-8421	(909) 478-7547	0	55-2776
Roseville Dialysis	1836 SIERRA GARDENS DR STE 150	Roseville, CA 95661-2943	(916) 772-0306	(916) 772-0189	24	55-2771
Wall Township Home Training	5100 BELMAR BLVD STE 1	Wall Township, NJ 07727-4028	(732) 938-2780	(732) 938-2654	0	31-2646
Spring Street Dialysis	1601 SPRING ST	Jeffersonville, IN 47130-2903	(812) 284-2098	(812) 284-2680	13	15-2666
Forestville Dialysis	3424 DONNELL DR	Forestville, MD 20747-3209	(301) 568-0381	(301) 736-1704	19	21-2695
Menifee Home Dialysis	29878 HAUN RD STE 100	Menifee, CA 92586-6531	(951) 679-2396	(951) 301-9725	0	55-2780
Surf City Dialysis	22807 US HIGHWAY 17 N	Hampstead, NC 28443-3178	(910) 329-0706	(910) 329-0841	14	34-2703
New River Dialysis	111 YOPP RD	Jacksonville, NC 28540-3509	(910) 989-0157	(910) 989-0328	25	34-2700
Grants Lake Dialysis	16035 LEXINGTON BLVD	Sugar Land, TX 77479-2316	(832) 783-9090	(346) 510-3119	28	67-2798
Renal Center of Flower Mound	4941 LONG PRAIRIE RD	Flower Mound, TX 75028-2782	(972) 537-5572	(469) 464-4357	13	67-2807
Renal Center of Monroe	300 OVERLOOK DR PONDVIEW PLAZA, BLDG C	Monroe Township, NJ 08831-5589	(609) 642-8124	(609) 642-8128	18	31-2681
Green Oak Dialysis	1426 KINGWOOD DR	Kingwood, TX 77339-3040	(281) 312-1301	(281) 358-1472	20	67-2764
Renal Center of Hamilton	1013 WHITE HORSE AVE	Hamilton Township, NJ 08610-1424	(609) 438-3002	(609) 438-3011	19	31-2657
New Lenox Home Training	1890 SILVER CROSS BLVD STE 465	New Lenox, IL 60451-9545	(815) 462-4258	(815) 462-4290	3	14-2785
Mason Dialysis	2922 N MASON RD STE 100	Katy, TX 77449-5456	(281) 579-9057	(281) 599-3293	20	67-2863
Eagles Landing Dialysis	270 VILLAGE CENTER PKWY	Stockbridge, GA 30281-9044	(770) 389-8255	(770) 389-3264	16	85-2543
White Bluff Dialysis	505 US HIGHWAY 80 W STE F	Demopolis, AL 36732-4148	(334) 287-1254	(334) 287-1166	10	01-2679
Gresham Station Dialysis	878 NW BURNSIDE RD	Gresham, OR 97030-3718	(503) 465-1068	(503) 491-9229	17	38-2578
Riverstone Dialysis	5672 HIGHWAY 6	Missouri City, TX 77459-4188	(281) 499-8950	(281) 499-3805	12	67-2769
Lyndhurst Dialysis	554-A NEW YORK AVE	Lyndhurst, NJ 07071-1532	(201) 933-4782	(201) 804-7545	19	31-2670
Research Triangle Park Dialysis	4021 STIRRUP CREEK DR STE 400	Durham, NC 27703-9352	(919) 206-4606	(919) 224-1449	10	34-2718
Hampton Roads Home Training	11234 JEFFERSON AVE STE B	Newport News, VA 23601-2207	(757) 595-5469	(757) 595-5985	8	49-2678
Tara Boulevard Dialysis	6540 TARA BLVD STE 200	Jonesboro, GA 30236-1228	(770) 968-8279	(770) 968-8744	20	85-2525
Wood County Dialysis	214 GIHON VLG	Parkersburg, WV 26101-7163	(304) 422-3687	(304) 422-5455	12	51-2547
Rochester Dialysis	2660 S BROADWAY STE A	Rochester, MN 55904-6264	(507) 288-1617	(507) 289-0672	12	24-2600
Siren Dialysis	24670 STATE RD 35 70 STE 100	Siren, WI 54872-4419	(715) 349-4220	(715) 349-4224	8	52-2600
ANNANDALE DIALYSIS	7060 COLUMBIA PIKE	Annandale, VA 22003-3104	(703) 256-2569	(703) 658-5395	18	49-2724
Dialysis Care At Palm Valley	14620 W ENCANTO BLVD STE 110	Goodyear, AZ 85395-1616	(623) 526-3332	(623) 321-2057	25	03-2658
Starrwood Home Training	3425 STARR RD STE A	Royal Oak, MI 48073-2100	(248) 549-0208	(248) 549-0228	0	23-2710
Wissahickon Dialysis	235 W CHELTEN AVE	Philadelphia, PA 19144-3802	(215) 844-0637	(215) 844-5685	26	39-2867
Evergreen Park Dialysis	926 E MCDOWELL RD STE 100	Phoenix, AZ 85006-2503	(602) 252-1418	(602) 252-1928	20	03-2655
Eastvale Dialysis	14260 SCHLEISMAN RD	Eastvale, CA 92880-4020	(951) 735-2024	(951) 735-2094	25	55-2895
Starrwood Dialysis	3425 STARR RD STE B	Royal Oak, MI 48073-2100	(248) 549-0208	(248) 549-0240	17	23-2708
Flower Town Home Training	2143 N MAIN ST	Summerville, SC 29486-7800	(843) 875-1779	(843) 875-7461	4	42-2665
Savannah Riverside Dialysis	540 E OGLETHORPE AVE	Savannah, GA 31401-4121	(912) 236-3053	(912) 238-1024	16	11-2891
Northeast Georgia Home Training	1485 JESSE JEWELL PKWY NE STE 260	Gainesville, GA 30501-3801	(770) 297-0547	(770) 536-4267	0	85-2526
Quentin Circle Dialysis	966 ISABEL DR	Lebanon, PA 17042-7482	(717) 273-1026	(717) 277-7204	8	39-2834
Concord Township Dialysis	265 WILMINGTON W CHESTER PIKE	Chadds Ford, PA 19317-9039	(610) 558-6965	(610) 558-7806	13	39-2862
Baldwin Park Dialysis	14101 FRANCISQUITO AVE	Baldwin Park, CA 91706-6100	(626) 337-1847	(626) 337-0129	25	55-2889
Cypress Fairfield Dialysis	15103 MASON RD STE D-5	Cypress, TX 77433-6755	(281) 758-1380	(281) 758-1470	24	67-2786
Jersey Village Dialysis	8787 FALLBROOK DR	Houston, TX 77064-3318	(281) 477-7878	(281) 955-0015	12	67-2781
West Houston Home Dialysis	1319 W SAM HOUSTON PKWY N STE 130	Houston, TX 77043-4010	(713) 465-0005	(713) 465-0028	0	67-2787
Miami Jewish Dialysis	5200 NE 2ND AVE	Miami, FL 33137-2706	(305) 751-8699	(305) 795-8000	12	68-2657
Southeast Fort Worth Dialysis	3845 E LOOP 820 S	Fort Worth, TX 76119-4337	(817) 496-9035	(817) 446-0012	25	67-2790
Fort Campbell Dialysis	1459 FORT CAMPBELL BLVD	Clarksville, TN 37042-3552	(931) 552-6491	(931) 648-7946	21	44-2742
Whitewater Valley Dialysis	2302 CHESTER BLVD	Richmond, IN 47374-1221	(765) 935-5128	(765) 935-5749	12	15-2680
Vista Heights Dialysis	12220 PERRIS BLVD STE A	Moreno Valley, CA 92557-7417	(951) 242-5112	(951) 242-9913	37	55-2846
Gulf Islands Home Training	3200 MALLETT RD STE F	D'Iberville, MS 39540-9305	(228) 354-9578	(228) 354-9580	0	25-2583
New Kensington Dialysis	1 KENSINGTON SQ	New Kensington, PA 15068-6451	(724) 335-2876	(724) 339-6916	8	39-2852
East Tallahassee Home Training	2417 MILL CREEK CT STE 3	Tallahassee, FL 32308-4395	(850) 297-0435	(850) 523-0715	0	68-2602
Hamilton Street Dialysis	920 HAMILTON ST STE C-3	Somerset, NJ 08873-3600	(732) 220-1593	(732) 448-0567	10	31-2680
Odenton Dialysis	1360 BLAIR DR STE L & M	Odenton, MD 21113-1343	(410) 674-3918	(410) 672-8947	19	21-2711
Oslo Dialysis	100 S US HIGHWAY 1	Vero Beach, FL 32962-3630	(772) 567-8496	(772) 562-5735	12	68-2615
Northside Home Training	2550 W ADDISON ST STE A4	Chicago, IL 60618-5939	(773) 281-2217	(773) 549-2580	0	14-2811

Novi Home Training	27225 PROVIDENCE PKWY STE 300	Novi, MI 48374-1271	(248) 449-5996	(248) 449-6232	0	23-2726
Braselton Dialysis	1241 FRIENDSHIP RD STE 130	Braselton, GA 30517-5609	(770) 965-6056	(770) 965-8185	13	85-2514
Hudson Dialysis	421 STAGELINE RD	Hudson, WI 54016-7848	(715) 381-8240	(715) 381-8454	12	52-2606
Swan Dialysis	1635 N SWAN RD	Tucson, AZ 85712-4046	(520) 327-1125	(520) 327-2963	12	03-2651
Melrose Dialysis	459 E 149TH ST	Bronx, NY 10455-1314	(718) 585-4951	(718) 292-9823	24	33-2761
Rancho San Bernardino Dialysis	2015 N RIVERSIDE AVE	Rialto, CA 92377-4601	(909) 421-4532	(909) 421-4574	37	55-2876
Southwest Atlanta Home Training	3201 ATLANTA INDUSTRIAL PKWY NW STE 101	Atlanta, GA 30331-1045	(404) 691-1162	(404) 696-0900	0	85-2501
Locust Grove Dialysis	521 STANLEY K TANGER BLVD	Locust Grove, GA 30248-2591	(770) 914-1432	(770) 957-7565	12	11-2892
Rahway Dialysis	800 HARRISON ST	Rahway, NJ 07065-3512	(732) 680-0373	(732) 680-0376	18	31-2669
Grand Boulevard Dialysis	860 GRAND BLVD	Deer Park, NY 11729-5706	(631) 243-7770	(631) 243-7775	20	33-2808
Walnut Creek West Dialysis	1221 ROSSMOOR PKWY	Walnut Creek, CA 94595-2539	(925) 295-9830	(925) 295-0256	21	55-2772
Millersburg Dialysis	1649 S WASHINGTON ST	Millersburg, OH 44654-8902	(330) 674-0476	(330) 674-1295	9	36-2825
Crossways Park Dialysis	113 CROSSWAYS PARK DR STE 102	Woodbury, NY 11797-2044	(516) 921-0914	(516) 364-0164	17	33-2773
Tumwater Dialysis	855 TROSPER RD SW STE 110	Tumwater, WA 98512-8108	(360) 352-7522	(360) 352-7542	11	50-2578
Calle Ocho Dialysis	1800 SW 8TH ST	Miami, FL 33135-3418	(305) 541-2560	(305) 642-2261	16	68-2651
Hillsborough Dialysis	220 TRIANGLE RD	Hillsborough, NJ 08844-8102	(908) 369-0398	(908) 369-2151	10	31-2672
Palm Coast Home Training	80 PINNACLES DR STE 1000	Palm Coast, FL 32164-2916	(386) 586-7399	(386) 586-2975	0	68-2610
Green Lake County Dialysis	432 OAK ST	Berlin, WI 54923-1204	(920) 361-1177	(920) 361-1435	12	52-2605
Ozone Park Dialysis	100-02 ROCKAWAY BLVD	Ozone Park, NY 11417-2217	(718) 843-0694	(718) 323-2438	25	33-2771
Arena Dialysis	2980 ADVANTAGE WAY	Sacramento, CA 95834-9666	(916) 575-7658	(916) 575-8910	24	55-2847
Spartan Dialysis	4530 S HAGADORN RD STE A	East Lansing, MI 48823-5304	(517) 333-8414	(517) 333-8430	12	23-2706
Torrance Emerald Dialysis	20821 HAWTHORNE BLVD	Torrance, CA 90503-4609	(310) 214-1715	(310) 214-1710	25	55-2854
Harrison County Dialysis	95 ROSEBUD PLZ STE 101	Clarksburg, WV 26301-9823	(304) 624-0478	(304) 624-0640	9	51-2540
Grant Line Dialysis	2955 N CORRAL HOLLOW RD STE 101	Tracy, CA 95376-8800	(209) 839-8302	(209) 839-8297	24	75-2508
Bull Run Dialysis	9420 FORESTWOOD LN STE 100	Manassas, VA 20110-4757	(703) 257-1749	(703) 367-9136	21	49-2693
Wellington Dialysis	573 N STATE ROAD 7	Royal Palm Beach, FL 33411-3524	(561) 793-4285	(561) 784-7090	16	68-2633
Clinton Hill Dialysis	1275 BEDFORD AVE	Brooklyn, NY 11216-2711	(718) 623-0633	(718) 623-0638	28	33-2749
Clearview Dialysis	45-60 FRANCIS LEWIS BLVD	Bayside, NY 11361-3047	(718) 224-2398	(718) 631-6710	25	33-2787
Ridge Care Dialysis	1734 HANCOCK ST	Ridgewood, NY 11385-4734	(929) 290-1267	(917) 909-5950	25	33-2822
Lake Delton Dialysis	14 COUNTY ROAD P	Wisconsin Dells, WI 53965-9764	(608) 253-3597	(608) 253-3948	12	52-2608
Lincoln City Dialysis	2817 NE WEST DEVILS LAKE RD	Lincoln City, OR 97367-5128	(541) 996-2008	(541) 996-2055	8	38-2580
Machesney Park Dialysis	7170 N PERRYVILLE RD	Machesney Park, IL 61115-7700	(815) 885-8132	(815) 885-8178	12	14-2806
Phoenix Home Dialysis	5115 E THOMAS RD STE 100	Phoenix, AZ 85018-7914	(602) 840-0072	(602) 956-1405	0	03-2642
West Chester Dialysis	7760 W VOICE OF AMERICA PARK DR STE E	West Chester, OH 45069-3317	(513) 755-1510	(513) 755-1461	17	36-2824
Balcones Dialysis	11150 RESEARCH BLVD STE 201	Austin, TX 78759-5242	(512) 342-1097	(512) 342-1967	13	67-2824
West Hamilton Dialysis	1532 MAIN ST	Hamilton, OH 45013-1078	(513) 737-0158	(513) 737-3102	17	36-2826
Greeley Dialysis	2812 W 10TH ST	Greeley, CO 80634-5425	(970) 352-9072	(970) 352-9366	14	06-2586
Dialysis at Palisades Medical Center	7650 RIVER RD STE 150	North Bergen, NJ 07047-6528	(201) 861-1031	(201) 758-2794	19	31-2652
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
Fashion Square Dialysis	5641 BAY RD	Saginaw, MI 48604-2509	(989) 249-1350	(989) 249-1170	13	23-2719
West Side Dialysis	1600 W 13TH ST STE 3	Chicago, IL 60608-1306	(312) 243-9286	(312) 733-2466	12	14-2783
Matteson Home Training	4747 LINCOLN MALL DR STE 225	Matteson, IL 60443-3822	(708) 679-1050	(708) 679-1088	0	14-2805
Wooster Dialysis	4190 BURBANK RD	Wooster, OH 44691-9077	(330) 345-1130	(330) 345-1336	12	36-2840
Larpenteur Ave Dialysis	1739 LEXINGTON AVE N	Roseville, MN 55113-6522	(651) 489-9260	(651) 489-9119	12	24-2603
Belvidere Dialysis	1751 HENRY LUCKOW LN	Belvidere, IL 61008-1702	(815) 544-0311	(815) 544-9292	12	14-2795
Beverlywood Dialysis	2080 CENTURY PARK E STE 210	Los Angeles, CA 90067-2033	(310) 772-0224	(310) 772-0120	13	55-2800
Brandywine Dialysis	7651 MATAPEAKE BUSINESS DR STE 206	Brandywine, MD 20613-3038	(301) 782-7863	(301) 782-3731	22	21-2698
Cascade Dialysis	145 CASCADE PL STE 100	Burlington, WA 98233-3156	(360) 707-5373	(360) 707-2503	7	50-2581
Whitmore Dialysis	1424 E WHITMORE AVE	Ceres, CA 95307-9215	(209) 541-1460	(209) 541-1461	24	55-2839
Circle City Dialysis	1180 W 6TH ST STE 101	Corona, CA 92882-3135	(951) 808-9068	(951) 808-9861	33	55-2826
Gainesville Newberry Dialysis	1177 NW 64TH TER	Gainesville, FL 32605-4218	(352) 331-3240	(352) 331-3245	18	68-2592
Georgetown National Home Training	1225 S CAPITOL ST SW	Washington, DC 20003-3524	(202) 488-5893	(202) 488-5895	0	09-2531
Deer Park Dialysis	4401 MACK RD	Sacramento, CA 95823-4545	(916) 738-3575	(916) 429-2368	40	55-2814
Irish Dialysis	4350 S IRONWOOD DR	South Bend, IN 46614-3073	(574) 299-4529	(574) 299-4737	20	15-2668
Kennedy Boulevard Dialysis	2205 W KENNEDY BLVD	Tampa, FL 33606-1536	(813) 254-3638	(813) 254-3809	16	68-2596
Partridge Creek Dialysis	46360 GRATIOT AVE	Chesterfield, MI 48051-2800	(586) 949-5417	(586) 949-5691	24	23-2713
Leola Dialysis	345 WEST MAIN ST STE 202	Leola, PA 17540-2108	(717) 556-0080	(717) 556-0085	13	39-2833
Mid City Dialysis	2902 FLORIDA BLVD	Baton Rouge, LA 70802-2723	(225) 387-8558	(225) 387-8250	13	19-2725
Lake Mead Dialysis	713 E LAKE MEAD BLVD	North Las Vegas, NV 89030-6751	(702) 642-0216	(702) 633-5128	25	29-2553
Ontario Mills Dialysis	2403 S VINEYARD AVE STE D	Ontario, CA 91761-6471	(909) 923-3850	(909) 923-8568	25	55-2815
Sun Prairie Dialysis	719 BUNNY TRL	Sun Prairie, WI 53590-8507	(608) 825-6556	(608) 825-2886	12	52-2607
Pelican Point Dialysis	7316 W CHEYENNE AVE	Las Vegas, NV 89129-6201	(702) 395-0227	(702) 395-1540	25	29-2552
Petaluma River Dialysis	417 N MCDOWELL BLVD	Petaluma, CA 94954-2339	(707) 773-1293	(707) 773-1585	24	55-2849
Pacheco Dialysis	1245 W PACHECO BLVD	Los Banos, CA 93635-8619	(209) 827-3934	(209) 827-3973	24	55-2804
Salem Home Training	1201 RICKER RD	Salem, IL 62881-4263	(618) 740-0778	(618) 740-0779	0	14-2807
Santa Rosa Springs Dialysis	18 EAST FULTON RD	Santa Rosa, CA 95403-7580	(707) 544-5043	(707) 544-5063	36	55-2862
Tampa Bay Dialysis	2301 W DR MARTIN LUTHER KING JR BLVD	Tampa, FL 33607-6405	(813) 876-7023	(813) 879-1530	24	68-2594
Tustin Ranch Dialysis	721 WEST 1ST ST	Tustin, CA 92780-2903	(714) 544-0079	(714) 544-0071	25	55-2807
Yukon Dialysis	12801 NW 10TH ST STE 400	Yukon, OK 73099-4179	(405) 350-3017	(405) 350-0023	13	37-2601
Queen Anne Home Training	125 SHOREWAY DR STE 330	Queenstown, MD 21658-1683	(410) 827-4527	(410) 827-3148	2	21-2689
Newport Irvine Dialysis	4300 VON KARMAN AVE	Newport Beach, CA 92660-2004	(949) 863-1382	(949) 863-1407	17	55-2789
Denver Harbor Dialysis	7065 EAST FWY	Houston, TX 77020-5328	(713) 670-3173	(713) 670-0876	20	67-2782
Vivify Dialysis	800 N TEXAS AVE	Odessa, TX 79761-4012	(432) 332-1974	(432) 332-4183	12	67-2822
Jersey City Summit Dialysis	414 SUMMIT AVE	Jersey City, NJ 07306-3101	(201) 420-8431	(201) 459-0967	21	31-2671
Jersey City Grand Home Dialysis	422 GRAND ST	Jersey City, NJ 07302-4240	(201) 332-6413	(201) 536-8093	0	31-2653
Monroe Township Dialysis	298 APPLEGARTH RD	Monroe Township, NJ 08831-3754	(609) 409-4259	(609) 395-7697	10	31-2655
Northridge Dialysis	139 MARKET PLACE DR	North Augusta, SC 29860-9274	(803) 279-2628	(803) 279-2578	15	42-2669
BROOKSHIRE DIALYSIS	5601 TUCKASEEGEE RD	Charlotte, NC 28208-2525	(704) 395-6091	(704) 395-4963	11	34-2731
Cooks Hill Dialysis	1815 COOKS HILL RD	Centralia, WA 98531-9170	(360) 736-1188	(360) 807-0824	7	50-2592
Coastal Plains Dialysis	209 NC HWY 111 S	Goldsboro, NC 27534-9253	(919) 778-5766	(919) 751-7672	16	34-2723
Collinsville Dialysis	101 LANTER CT STE 109-111	Collinsville, IL 62234-6124	(618) 344-2016	(618) 344-2102	8	14-2822
Cross Keys Dialysis	14001 NEW HALLS FERRY RD STE 133	Florissant, MO 63033-2708	(314) 839-7416	(314) 839-7464	16	26-2686
Fairmount Dialysis	1236 N 26TH ST	Philadelphia, PA 19121-4602	(215) 763-3974	(215) 765-1494	17	39-2873
Sally Hill Dialysis	1471 N CASHUA DR	Florence, SC 29501-6950	(843) 664-9067	(843) 661-7822	12	42-2675
Cape Arago Dialysis	1935 THOMPSON RD	Coos Bay, OR 97420-2040	(541) 266-9937	(541) 266-8506	12	38-2584
South Dean Dialysis	100 W FOREST AVE STE G	Englewood, NJ 07631-4033	(201) 816-9733	(201) 816-9735	19	31-2697
Rosenberg Home Training	7607 TOWN CENTER BLVD	Rosenberg, TX 77471-6219	(346) 843-3066	(346) 843-3082	0	74-2564
Cowan Lake Dialysis	1950 HONEY CREEK COMMONS SE	Conyers, GA 30013-5844	(770) 918-2563	(770) 918-2059	13	85-2547
Franklin Park Dialysis	3079 STATE ROUTE 27 UNIT H	Franklin Park, NJ 08823-1364	(732) 305-7855	(732) 798-6625	19	31-2684
Livonia Dialysis	37290 5 MILE RD	Livonia, MI 48154-1848	(734) 793-9854	(734) 793-9855	12	23-2741
Mount Eden Dialysis	1490 MACOMBS RD	Bronx, NY 10452-2101	(718) 588-2347	(718) 293-8906	21	33-2796
Pflugerville Dialysis	2606 W PECAN ST BLDG 3, STE 300	Pflugerville, TX 78660-1917	(512) 990-7785	(512) 990-7811	12	67-2889
Macland Dialysis	4110 AUSTELL POWDER SPRINGS RD STE 100	Powder Springs, GA 30127-2954	(770) 439-8775	(770) 439-8736	17	85-2546

DaVita Mount Baker Kidney Center	410 BIRCHWOOD AVE STE 100	Bellingham, WA 98225-1783	(360) 734-4243	(360) 715-9858	26	50-2501
NEW ULM DIALYSIS	701 N BROADWAY	New Ulm, MN 56073-1201	(507) 354-1216	(507) 354-0416	12	24-2606
Sugar Creek Dialysis	5100 REAGAN DR STE 10	Charlotte, NC 28206-1353	(704) 921-9823	(704) 597-2902	21	34-2736
Rose City Dialysis	1382 LOCUST ST	Pasadena, CA 91106-1515	(626) 395-7769	(626) 395-7723	25	55-2891
Foxpoint Dialysis	1300 SCHAEFER RD STE J	Granite City, IL 62040-6859	(618) 451-8730	(618) 451-8738	12	14-2838
Westmont Dialysis	11239 S WESTERN AVE	Los Angeles, CA 90047-4848	(323) 242-3970	(323) 777-2163	25	75-2513
Getty Square Dialysis	11 ROMAINE AVE	Yonkers, NY 10705-2337	(914) 377-1989	(914) 377-8425	21	33-2805
Allerton Dialysis	2554 WHITE PLAINS RD	Bronx, NY 10467-8141	(718) 231-1285	(718) 231-3461	25	33-2790
Colmare Dialysis	6302 DIXIE HWY	Bridgeport, MI 48722-9566	(989) 777-0780	(989) 777-0717	12	23-2723
Sharpsburg Dialysis	191 SE RAILROAD ST	Sharpsburg, NC 27878-9500	(252) 446-1791	(252) 446-1796	10	34-2725
Roaring Spring Dialysis	96 JUNE DR	Roaring Spring, PA 16673-2316	(814) 224-6290	(814) 224-7525	8	39-2864
Chatham Dialysis	13912 US HWY 29	Chatham, VA 24531-3669	(434) 432-1790	(434) 432-1785	17	49-2726
Indian Trail Dialysis	5240 W LOWELL AVE	Spokane, WA 99208-6499	(509) 816-6003	(509) 816-6533	16	50-2606
Lake Hefner Dialysis	6917 N MAY AVE	Oklahoma City, OK 73116-3238	(405) 810-9533	(405) 810-9632	16	37-2611
Little Neck Dialysis	252-17 NORTHERN BLVD	Little Neck, NY 11362-1355	(718) 279-3589	(718) 279-3593	17	33-2500
MetroWest Dialysis	4578 S KIRKMAN RD	Orlando, FL 32811-2848	(407) 298-3977	(407) 298-5785	24	68-2661
Downtown Midland Dialysis	511 W MISSOURI AVE	Midland, TX 79701-5016	(432) 686-3907	(432) 686-3911	24	74-2522
Thomas County Home Training	708 S BROAD ST	Thomasville, GA 31792-6107	(229) 226-4541	(229) 226-4545	0	85-2556
Melrose Park Dialysis	1985 N MANNHEIM RD	Melrose Park, IL 60160-1012	(708) 343-4862	(708) 343-4869	12	14-2867
Lilburn Dialysis	4805 LAWRENCEVILLE HWY NW STE 320B	Lilburn, GA 30047-3859	(770) 381-7544	(770) 381-9857	17	85-2545
House Springs Dialysis	40 WALTERS PL	House Springs, MO 63051-1491	(636) 375-5270	(636) 375-5302	20	26-2693
Brewer Dialysis	403 WILSON ST	Brewer, ME 04412-1521	(207) 989-0027	(207) 989-0306	13	20-2517
Siskiyou Dialysis	50 ROSSANLEY DR	Medford, OR 97501-1713	(541) 414-2437	(541) 414-2438	24	38-2583
LAKE COUNTRY DIALYSIS	2301 SUN VALLEY DR STE 101	Delafield, WI 53018-2318	(262) 646-3080	(262) 646-3084	0	52-2597
Renal Center of Englewood	300 GRAND AVE STE 103	Englewood, NJ 07631-6300	(201) 731-3149	(201) 731-3172	0	31-2631
St Luke's Tamaqua Dialysis	1215 E BROAD ST STE 20	Tamaqua, PA 18252-2229	(570) 668-3480	(570) 668-3483	8	39-2708
Longwood Dialysis	931 BRUCKNER BLVD	Bronx, NY 10459-4525	(718) 378-0921	(718) 378-1423	36	33-2801
COVINGTON TRACE DIALYSIS	3999 HWY 190 E SERVICE RD STE A	Covington, LA 70433-4914	(985) 276-1998	(985) 276-6856	13	19-2750
Downtown Durham Dialysis	1100 N MIAMI BLVD STE 500A	Durham, NC 27703-2479	(919) 530-1571	(919) 530-8576	10	34-2741
Durham Regional Dialysis	3901 N ROXBORO ST STE 108	Durham, NC 27704-2181	(919) 471-2523	(919) 471-8699	10	34-2734
Edgemont Dialysis	8 VIEUX CARRE DR	East Saint Louis, IL 62203-1923	(618) 398-3809	(618) 398-3881	12	14-2847
Lake Tapps Dialysis	16290 AUTO LN	Sumner, WA 98390-2568	(253) 470-0188	(253) 470-0215	10	50-2605
Glen Raven Dialysis	2210 W WEBB AVE	Burlington, NC 27217-1068	(336) 538-9820	(336) 538-9826	14	34-2726
Gaithersburg Dialysis	202 PERRY PKWY STE 3	Gaithersburg, MD 20877-2172	(301) 987-0912	(301) 947-6115	16	21-2728
Heritage Lake Dialysis	20 EXPEDITION TRL STE 202	Gettysburg, PA 17325-8599	(717) 337-1012	(717) 337-3834	9	39-2869
Rockland County Dialysis	203 W ROUTE 59	Nanuet, NY 10954-2218	(845) 501-7590	(845) 501-7585	20	33-2794
Victorywood Dialysis	11702 VICTORY BLVD	North Hollywood, CA 91606-3420	(818) 761-1304	(818) 761-1624	24	55-2893
Phalen Dialysis	862 ARCADE ST	Saint Paul, MN 55106-3852	(651) 776-0466	(651) 776-7838	12	24-2701
Lynnwood Dialysis	13619 MUKILTEO SPEEDWAY STE D-1	Lynnwood, WA 98087-1672	(425) 741-3616	(425) 741-8382	4	50-2595
Hickory Ridge Dialysis	9562 ROCKY RIVER RD	Charlotte, NC 28215-9592	(704) 921-4990	(704) 921-9548	10	34-2747
County Line Dialysis	21353 NW 2ND AVE	Miami Gardens, FL 33169-2112	(305) 654-2724	(305) 654-0433	20	68-2680
University Heights Dialysis	2190 JEROME AVE	Bronx, NY 10453-1815	(718) 584-5746	(718) 584-2106	21	33-2819
Dan River Dialysis	145 HOLT GARRISON PKWY STE 340	Danville, VA 24540-5956	(434) 425-7049	(434) 425-7070	13	49-2738
Caroline County Dialysis	842 S 5TH AVE	Denton, MD 21629-1398	(410) 479-4639	(410) 479-4644	13	21-2736
Desert Dunes Dialysis	2500 S 8TH AVE STE 102	Yuma, AZ 85364-7132	(928) 314-9240	(928) 314-3015	13	03-2663
East New York Dialysis	54 NEW LOTS AVE	Brooklyn, NY 11212-6934	(718) 345-7310	(718) 345-7317	28	33-2573
Edgewood Dialysis	1415 S MOUNTAIN RD STE 105	Joppa, MD 21085-3236	(410) 671-6059	(410) 612-9206	16	21-2731
Fort Belvoir Dialysis	8123 RICHMOND HWY	Alexandria, VA 22309-3613	(703) 619-3801	(703) 619-3805	13	49-2734
The District Dialysis	2300 CORPORATE CIR STE 100	Henderson, NV 89074-7725	(702) 487-5576	(702) 834-3059	25	29-2555
Philips Highway Dialysis	8021 PHILIPS HIGHWAY STE 15	Jacksonville, FL 32256-4452	(904) 636-9652	(904) 636-9657	16	68-2678
LA PLATA Dialysis	6700 CRAIN HWY STE 103	La Plata, MD 20646-4950	(301) 934-2784	(301) 934-9094	19	21-2732
North Wales Dialysis	1551 S VALLEY FORGE RD	Lansdale, PA 19446-5461	(215) 361-6192	(215) 361-2032	13	39-2871
Sahara Dialysis	2350 STOCKTON AVE	Las Vegas, NV 89104-3823	(702) 457-7099	(702) 457-0287	25	29-2557
Shamokin Dialysis	9333 STATE ROUTE 61 STE 1	Coal Township, PA 17866-4170	(570) 500-7072	(570) 500-7090	12	73-2502
Loch Raven Dialysis	5315 YORK RD	Baltimore, MD 21212-3830	(410) 323-8790	(410) 323-8795	16	21-2735
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
Troy Dialysis	2391 FIFTEEN MILE RD	Sterling Heights, MI 48310	(586) 795-2920	(586) 795-2708	12	23-2739
Rossmoyne Dialysis	5072 RITTER RD STE 104	Mechanicsburg, PA 17055-4823	(717) 790-9039	(717) 790-9752	12	39-2897
Nash County Dialysis	110 ENTERPRISE DR	Rocky Mount, NC 27804-9503	(252) 451-0661	(252) 451-0665	12	34-2728
Fayetteville Road Dialysis	285 PARACLETE DR	Raeford, NC 28376-9493	(910) 878-0052	(910) 875-2902	19	34-2727
Conduit Avenue Dialysis	21910 S CONDUIT AVE	Springfield Gardens, NY 11413-3462	(718) 341-0107	(718) 341-2255	29	33-2823
Spencer Dialysis	1287 N SALISBURY AVE	Spencer, NC 28159-1834	(704) 636-3545	(704) 636-3275	19	34-2730
Sayreville Dialysis	2909 WASHINGTON RD STE 130	Parlin, NJ 08859-1588	(732) 316-4960	(732) 316-4966	10	31-2702
Selden Dialysis	668 MIDDLE COUNTRY RD	Selden, NY 11784-2521	(631) 698-3201	(631) 698-3206	13	33-2826
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
West Farms Dialysis	1820 E TREMONT AVE	Bronx, NY 10460-3131	(718) 824-0245	(718) 824-1775	25	33-2804
Windsor Heights Dialysis	1119 73RD ST	Windsor Heights, IA 50324-1313	(515) 274-9303	(515) 255-6418	12	16-2567
Wingate Dialysis	550 KINGSTON AVE	Brooklyn, NY 11203-1702	(718) 221-5342	(718) 221-2149	20	33-2793
Wyoming Street Dialysis	13945 WYOMING ST	Detroit, MI 48238-2333	(313) 931-2954	(313) 931-3084	13	23-2738
Peconic Bay Dialysis	700 OLD COUNTRY RD STE 4	Riverhead, NY 11901-2129	(631) 208-0282	(631) 208-0129	13	Pending
Neshaminy Dialysis	2 NESHAMINY INTERPLEX DR STE 110	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
Glen Creek Dialysis	645 9TH ST NW STE 145	Salem, OR 97304-3132	(503) 365-6316	(503) 365-8281	13	38-2585
Salt Creek Dialysis	196 WEST NORTH AVE	Villa Park, IL 60181-1226	(630) 279-3350	(630) 279-3378	12	14-2855
Rutgers Park Dialysis	8604 WOODWARD AVE	Woodridge, IL 60517-3171	(331) 260-9226	(331) 260-9244	12	14-2869
Geneva Crossing Dialysis	546 S SCHMALE RD	Carol Stream, IL 60188-2419	(630) 260-4086	(630) 260-4116	12	14-2858
Upper Deerfield Dialysis	21 CORNWELL DR	Bridgeton, NJ 08302-3632	(856) 453-2380	(856) 453-2385	10	31-2700
Rolla Home Training	1702 E 10TH ST STE B	Rolla, MO 65401-4600	(573) 458-2013	(573) 458-2094	0	26-2692
Sienna Dialysis	9340 HWY 6 STE 400	Missouri City, TX 77459-5132	(281) 778-3500	(281) 778-3512	24	74-2500
Deschutes River Dialysis	61280 SE COOMBS PL	Bend, OR 97702-3704	(541) 668-8901	(541) 668-8928	13	38-2586
Napoleon Place Dialysis	420 NAPOLEON PL	Johnstown, PA 15901-2502	(814) 535-8205	(814) 535-7515	12	39-2875
Newark Mt Pleasant Dialysis	262 BROAD ST	Newark, NJ 07104-3809	(973) 268-7184	(973) 268-2802	21	31-2698
Five Points Dialysis	2929 MONTANA AVE	El Paso, TX 79903-2409	(915) 566-0634	(915) 566-0681	25	74-2547
Parsippany Dialysis	900 LANIDEX PLZ STE 120	Parsippany, NJ 07054-2707	(973) 739-7080	(973) 739-7085	10	31-2691
Majestic Dialysis	1510 EASTERN BLVD	Montgomery, AL 36117-1629	(334) 260-8519	(334) 260-8371	12	01-2701
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
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
Livingston Village Dialysis	11700 LIVINGSTON RD	Fort Washington, MD 20744-5150	(301) 292-1804	(301) 292-9828	19	21-2737
Blue Ridge Dialysis	8608 E 63RD ST	Kansas City, MO 64133-4725	(816) 353-6100	(816) 353-6106	20	26-2694
Renal Center of Newton	7 EAST CLINTON ST	Newton, NJ 07860-1801	(973) 940-0965	(973) 940-0969	21	31-2572
Owen Center Home Training	3927 W RIVERSIDE BLVD	Rockford, IL 61101-9507	(815) 963-8010	(815) 963-7921	0	14-2842
Greenmount Central Dialysis	423 E NORTH AVE	Baltimore, MD 21202-5915	(443) 220-0780	(443) 220-0526	20	21-2739
Coronaca Home Dialysis	3337 HIGHWAY 72-221 E	Greenwood, SC 29649-9772	(864) 229-0101	(864) 229-0120	0	42-2678
Mays Landing Dialysis	4403 E BLACK HORSE PIKE STE L L 04	Mays Landing, NJ 08330-3103	(609) 813-2050	(609) 813-2055	10	31-2695

Ford City Dialysis	8159 S CICERO AVE	Chicago, IL 60652-2017	(773) 735-8820	(773) 585-5536	12	14-2854
Sandy Shores Dialysis	5947 20TH ST	Vero Beach, FL 32966-4676	(772) 770-0331	(772) 770-0336	12	68-2674
Traverse Point Dialysis	1250 W SANDALWOOD DR	Lehi, UT 84043-4615	(385) 374-1498	(385) 374-1502	12	46-2554
Northgrove Dialysis	2491 INDUSTRIAL DR STE 200	Highland, IL 62249-1355	(618) 651-1393	(618) 651-1389	12	14-2866
Gloucester County Dialysis	1217 S BLACK HORSE PIKE	Williamstown, NJ 08094-1958	(856) 740-1890	(856) 740-1895	19	31-2694
East Patchogue Dialysis	479 E MAIN ST	Patchogue, NY 11772-3147	(631) 447-2401	(631) 447-2406	13	33-2817
Grayson Dialysis	4555 ATLANTA HWY STE M	Loganville, GA 30052-2646	(770) 466-2582	(770) 466-3062	17	85-2572
Brickyard Dialysis	2640 N NARRAGANSETT AVE STE D8	Chicago, IL 60639-1096	(773) 622-6345	(773) 622-6470	12	14-2857
Paramus Dialysis	820 N ROUTE 17	Paramus, NJ 07652-3104	(201) 493-4901	(201) 493-4906	19	31-2708
Golden Mile Dialysis	1306 W PATRICK ST STE 5	Frederick, MD 21703-4869	(301) 696-1090	(301) 696-1095	13	21-2733
Bronxchester Home Training	34 MARCONI ST STE 110	Bronx, NY 10461-2755	(929) 286-5280	(929) 286-5281	0	33-2813
French Creek Dialysis	991 PARK AVE	Meadville, PA 16335-3344	(814) 336-2531	(814) 337-7137	12	39-2894
St Francis Dialysis	10211 LONG BEACH BLVD	Lynwood, CA 90262-1508	(213) 460-0938	(213) 460-0963	25	75-2525
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
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
Manahawkin Dialysis	601 WASHINGTON AVE STE F	Manahawkin, NJ 08050-2861	(609) 891-3070	(609) 891-3095	10	Pending
Lewis Creek Dialysis	620 MALL BLVD STE E	Dyersburg, TN 38024-1649	(731) 287-9448	(731) 287-9623	13	44-2754
Perquimans Dialysis	210 OCEAN HWY S	Hertford, NC 27944-7901	(252) 426-3349	(252) 426-3345	10	34-2749
Coffee Road Dialysis	1328 COFFEE RD	Modesto, CA 95355-3103	(209) 491-3690	(209) 491-3654	24	Pending
Rosewood Dialysis	105 ADAIR DR	Goldsboro, NC 27530-4516	(919) 581-9831	(919) 735-4840	10	34-2752
Poplar Dialysis	2301 NEWNAN CROSSING BLVD STE 180	Newnan, GA 30265-2542	(770) 253-2403	(770) 253-8092	20	85-2560
Marshall Square Dialysis	2950 W 26TH ST	Chicago, IL 60623-4128	(773) 916-4807	(773) 916-4825	12	14-2871
Merrimac Trail Dialysis	469 MERRIMAC TRL	Williamsburg, VA 23185-4819	(757) 258-3601	(757) 258-3605	17	49-2732
Linn Benton Dialysis	3580 NW Samaritan Dr	Corvallis, OR 97330-3766	(541) 801-3937	(541) 801-3941	12	38-2590
Catawba County Dialysis	1900 3RD AVE LN SE	Hickory, NC 28602-2959	(828) 304-0102	(828) 322-4570	21	34-2729
Post Oak Dialysis	4751 W FUQUA ST	Houston, TX 77045-6104	(713) 413-9075	(713) 413-9116	20	74-2545
National Road Dialysis	703 MAIN ST	Bridgeport, OH 43912-1315	(740) 633-1903	(740) 633-8831	12	36-2890
Red Bank Mills Dialysis	5552 PLATT SPRINGS RD	Lexington, SC 29073-7518	(803) 957-2369	(803) 957-8628	16	42-2679
Syringa Home Training	1070 N CURTIS RD STE 125	Boise, ID 83706-1249	(208) 375-4027	(208) 375-4239	0	13-2532
Harden Dialysis	2105 HARDEN BLVD	Lakeland, FL 33803-5918	(863) 284-0534	(863) 284-1140	16	68-2681
Titus Landing Home Training	250 HARRISON ST STE 310	Titusville, FL 32780-5026	(321) 383-2357	(321) 383-2362	0	68-2685
Prosper Dialysis	241 N PRESTON RD STE A	Prosper, TX 75078-8792	(972) 347-9268	(972) 347-9863	17	74-2559
Wapato Dialysis	502 W 1ST ST	Wapato, WA 98951-1106	(509) 877-2085	(509) 877-2035	7	50-2596
Roanoke-Chowan Dialysis	626 W MAIN ST	Murfreesboro, NC 27855-1510	(252) 396-0572	(252) 396-0368	10	34-2740
Speedway Dialysis	2636 W MICHIGAN ST	Indianapolis, IN 46222-3727	(317) 423-0956	(317) 423-0868	13	15-2700
Vienna Dialysis	8605 WESTWOOD CENTER DR STE 100	Vienna, VA 22182-2231	(571) 633-0790	(571) 633-0147	13	49-2735
Jackson Meadows Dialysis	2500 S JACKSON RD	McAllen, TX 78503-2081	(956) 664-1723	(956) 664-1734	21	74-2536
Del Rio Dialysis	6222 HARNEY RD	Tampa, FL 33610-5500	(813) 372-7090	(813) 372-7255	16	68-2683
Sandy Plains Dialysis	2550 SANDY PLAINS RD STE 160	Marietta, GA 30066-7210	(770) 509-1065	(770) 509-9912	13	85-2570
Auburndale Dialysis	250 AVENUE K SW STE 100	Winter Haven, FL 33880-3919	(863) 291-8036	(863) 291-3814	12	68-2699
Orem Dialysis	490 S STATE ST	Orem, UT 84058-6302	(385) 314-3554	(385) 314-3585	12	46-2555
Foreman Drive Home Training	1843 FOREMAN DR STE 201	Cookeville, TN 38501-5933	(931) 372-2706	(931) 372-8421	0	44-2758
Robersonville Dialysis	102 COYOTE LN	Robersonville, NC 27871-9514	(252) 795-2010	(252) 795-0343	10	34-2746
Preston Highway Dialysis	5801 PRESTON HWY	Louisville, KY 40219-1313	(502) 308-3432	(502) 308-3453	0	18-2651
Diamond Speedway Dialysis	1115 N NOVA RD	Daytona Beach, FL 32117-4108	(386) 239-6877	(386) 239-5955	20	68-2684
Cape Point Dialysis	4539 CHIQUITA BLVD S	Cape Coral, FL 33914-6352	(239) 549-0202	(239) 549-0345	16	68-2721
James River Home Dialysis	13859 VILLAGE PLACE DR	Midlothian, VA 23114-3503	(804) 378-2170	(804) 378-2175	0	49-2733
Kenly Dialysis	9266 US HIGHWAY 301 S	Kenly, NC 27542-9473	(919) 284-1714	(919) 284-0813	10	34-2753
Stonebrook Dialysis	14671 W MOUNTAIN VIEW BLVD STE 102	Surprise, AZ 85374-4840	(623) 232-3382	(623) 473-6614	21	03-2662
Henry Avenue Dialysis	3232 HENRY AVE	Philadelphia, PA 19129-1241	(267) 876-4258	(267) 876-4275	13	73-2506
Upper Darby Dialysis	8001 LANSDOWNE AVE	Upper Darby, PA 19082-5407	(484) 603-3054	(484) 603-3074	17	73-2500
Fallbrook Dialysis	11321 FALLBROOK DR	Houston, TX 77065-4232	(281) 890-5468	(281) 807-3715	16	74-2552
Trafalgar Dialysis	2500 TRAFALGAR BLVD	Kissimmee, FL 34758-2552	(407) 343-5124	(321) 697-5044	21	68-2698
FAIRBURN PALMETTO DIALYSIS	501 WALNUT WAY	Palmetto, GA 30268-1800	(770) 463-2394	(770) 463-5717	17	85-2567
Mercedes Dialysis	1307 CAMERON ST	Mercedes, TX 78570-2625	(956) 514-2596	(956) 514-2550	21	74-2550
Guadalupe Dialysis	851 BEST DR	Seguin, TX 78155-2424	(830) 800-8608	(830) 800-8139	25	74-2591
Trumbull Dialysis	7 CAMBRIDGE DR STE 105	Trumbull, CT 06611-4763	(203) 371-6592	(203) 371-6595	19	07-2557
Montour Dialysis	300 CEDAR RIDGE DR STE 302	Pittsburgh, PA 15205-1159	(412) 960-8240	(412) 960-8257	9	73-2503
Duke Street Dialysis	901 E MAIN ST STE 12	Palmyra, PA 17078-1923	(717) 832-1390	(717) 832-1395	13	39-2887
Twin Cities Dialysis	2325 TRINITY BLVD	Texarkana, AR 71854-8406	(870) 621-3135	(870) 621-2448	25	04-2601
Severn River Dialysis	163 JENNIFER RD STE A	Annapolis, MD 21401-3043	(410) 224-4302	(410) 224-4980	16	21-2743
Arden Dialysis	2621 HENDERSONVILLE RD	Arden, NC 28704-9226	(828) 630-1038	(828) 630-1055	14	34-2756
Chapman Home Training	172 N RAYMOND AVE	Fullerton, CA 92831-4610	(657) 378-6899	(657) 378-6925	0	75-2523
Elmora Dialysis	547 MORRIS AVE	Elizabeth, NJ 07208-1985	(908) 436-9201	(908) 436-9206	19	31-2704
College Hill Dialysis	1550 GOODMAN AVE	Cincinnati, OH 45224-1005	(513) 538-3768	(513) 538-3769	17	36-2898
Boiling Springs Dialysis	196 SLOANE GARDEN RD	Boiling Springs, SC 29316-1929	(864) 814-7395	(864) 814-7899	16	42-2684
Riverdale Home Training	5144 RIVERDALE RD STE 103	Memphis, TN 38141-0271	(901) 752-5425	(901) 752-5516	0	44-2765
Windermere Dialysis	3015 THE COMMONS DR	Cumming, GA 30041-9742	(770) 205-3289	(770) 205-3988	13	85-2568
Edens Home Dialysis	8950 GROSS POINT RD STE 300	Skokie, IL 60077-1860	(847) 966-8043	(847) 966-8087	0	14-2687
Plainsboro Dialysis	100 PLAINSBORO RD STE 1A	Plainsboro, NJ 08536-1914	(609) 275-5550	(609) 275-5568	9	31-2667
Lafayette Home Dialysis	2 EXECUTIVE DR STE B	Lafayette, IN 47905-4878	(765) 446-0603	(765) 446-3755	0	15-2597
Forest Acres Dialysis	4450 ROSEWOOD DR	Columbia, SC 29209-2629	(803) 695-3214	(803) 695-3210	12	42-2682
San Juan Dialysis	4525 ROWE AVE	Farmington, NM 87402-3013	(505) 326-9102	(505) 326-6633	20	32-2561
Ogden Dialysis	6001 W OGDEN AVE	Cicero, IL 60804-3739	(708) 683-2946	(708) 683-2965	12	14-2872

Appendix 3

Medical Director Agreement

FACILITY AND ASSOCIATE MEDICAL DIRECTOR AGREEMENT

SCHEDULE 1: SELECTED KEY TERMS

This Schedule 1 is attached to and is a part of this Facility and Associate 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	Refuge Dialysis, LLC	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
Pilchuck Dialysis	#11160	1250 State Avenue Marysville, WA 98270-3659

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 Date of Last Signature ("Commencement Date") and shall continue thereafter for a period of ten (10) 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 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 Directors**:
    a. Facility Medical Director: Noemie Juaire, M.D.
    b. Associate Medical Director: Oliver Tai, 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
Pilchuck Dialysis	#11160	$6,250	$75,000	$2,500	$30,000

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.	20 miles	Date of Last Signature through Termination Date + 2 years
Peritoneal Dialysis and Home Hemodialysis	30 miles	Date of Last Signature through Termination Date + 2 years

FACILITY AND ASSOCIATE MEDICAL DIRECTOR AGREEMENT

This Facility and Associate Medical Director Agreement ("Agreement") is by and among **Refuge Dialysis, LLC**, a Delaware limited liability company ("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 "Pilchuck 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"). 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. Pursuant to the Conditions for Coverage for ESRD facilities, Company must designate a lead facility medical director for the Center to provide Medical Director Services of the in-center hemodialysis program ("Facility Medical Director") and an associate medical director to perform the Services as they relate to the PD Program ("Associate Medical Director");

D. Facility Medical Director shall oversee and be responsible for the services provided by the Associate Medical Director;

E. 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.

F. 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.

G. 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 Medical Directors to the Center, and Group hereby appoints and designates **Noemie Juaire, M.D.** to serve as the Facility Medical Director of the in-center hemodialysis program at the Center and **Oliver Tai, M.D.** to serve as the Associate Medical Director of the PD Program at the Center. Without limiting Group's obligations under this Agreement, each 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 Physicians set forth in Schedule 1 are preapproved by Company to serve as a Medical Director of the Center. During the Term, the Services will be provided only through the named Medical Directors (the "Appointment"), and Company hereby approves such appointment and designation. **Noemie Juaire, M.D.,** and **Oliver Tai, M.D.** and each physician who subsequently serves as a 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 **Noemie Juaire, M.D.** and **Oliver Tai, 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, the Facility Medical Director or any successor Facility 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. On or after the fifth (5th) anniversary of the Commencement Date, the compensation paid under this Section 3.1 will be reviewed and prospectively adjusted in a written amendment, if appropriate, to ensure that such compensation continues to reflect the fair market value of the Services provided and continues to be consistent with DaVita's then current policies and procedures for medical director compensation. For purposes of this section, fair market value will be determined by DaVita's compliance policies and procedures. Notification of any necessary adjustments to compensation will be provided to Contractor prior to the fifth (5th) anniversary of the Commencement Date. Adjustments to compensation made in accordance with this provision will become effective on the earlier of date of last signature to the Amendment, which will occur as promptly as possible after notice of adjustment is received, or the date that is 180 days after the fifth (5th) anniversary of the Commencement Date. If such amendment is not executed within 180 days after the fifth (5th) anniversary of the Commencement Date, and Company determines that the amount then being paid is above fair market value that can be justified by Company, Company is entitled to unilaterally reduce compensation to the maximum amount allowable under its then-current compensation structure of medical director agreements in accordance with Company's compliance policies and procedures.

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 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 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 dialysis. Any adjustment to the compensation based upon discontinuation of a modality or inactivity shall be memorialized in writing.

3.3 Payment. Each 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 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. Associate Medical Director shall provide advice and recommendations regarding Center to the Facility Medical Director for presentation to the Governing Body. Only the Facility 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 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 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 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, 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 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 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**.**

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.

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 or upon the dissolution of Contractor and/or Physicians' medical practice.

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;

(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**.**

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, 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 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 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 Lawyers' Association in the State of Washington 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.

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, that certain Medical Director Agreement, dated December 12, 2017, as assigned) 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]

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:

REFUGE DIALYSIS, LLC

BY: Its Managing Member, TOTAL RENAL CARE, INC., a California corporation:

DocuSigned by:

Jennie Funk

By: Jennie Funk
Its: Division Vice President
Date: July 22, 2020

GROUP:

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

DocuSigned by:

Thao T. Pascual, M.D.

By: Thao Pascual, M.D.
Its: Member/Manager
Date: July 15, 2020

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: July 16, 2020

DocuSigned by:

Thao T. Pascual, M.D.

Name: Thao Pascual, M.D.
Date: July 15, 2020

DocuSigned by:

Oliver Tai, M.D.

Name: Oliver Tai, M.D.
Date: July 22, 2020

DocuSigned by:

Noemie Juaire, M.D.

Name: Noemie Juaire, M.D.
Date: July 15, 2020

[signatures are continued on following page]

[signatures are continued from previous page]

APPROVED AS TO FORM:

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

By: Erica M Waxman ______________________

Erica Waxman, Group General Counsel
Nephrology Practice Solutions

APPROVED AS TO FORM:
DAVITA INC.

Doyna V. Ballew ______________________

By: Doyna V. Ballew
Its: Assistant General Counsel

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 Facility and Associate 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 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, Facility Medical Director and Associate Medical Director	A Preapproved Physician duly appointed in accordance with this Agreement to serve as a Medical Director for one or more modalities at the 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.
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.

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, pediatric nephrology, or internal medicine
- ☐ 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
- ☐ Facility Medical Director will 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

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)

- ☐ Facility Medical Director shall actively oversee, lead and participate in the Center's monthly Facility Health Meeting ("FHM"). Associate Medical Director shall participate in the Center's monthly FHM and shall support Facility Medical Director in 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.
- ☐ 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.

SAMPLE ONLY – DO NOT SIGN

EXHIBIT C

SAMPLE JOINDER

JOINDER TO FACILITY AND ASSOCIATE 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 Facility and Associate Medical Director Agreement, dated July 22, 2020, 20__ (the "Agreement"), by and among **Refuge Dialysis, LLC**, a Delaware limited liability company ("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 "Pilchuck Dialysis" and which is located at 1250 State Avenue, Marysville, WA 98270-3659 ("Center"), including the PD Program.

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]

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: ___________________________

Acknowledged:

COMPANY:

REFUGE DIALYSIS, LLC

BY: Its Managing Member, TOTAL RENAL CARE, INC., a California Corporation

SPECIMEN - DO NOT SIGN

By: ________________________
Its: ________________________
Date: ________________________

DocuSign SECURED

Certificate Of Completion

Envelope Id: DF5382CC67BC4F52B0A06C44E84E006B		Status: Completed
Subject: Please DocuSign: (WA) Pilchuck Dialysis (11160) - 4-10-2020 Final v4A.pdf		
Source Envelope:		
Document Pages: 31	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 7/15/2020 9:00:44 AM	Holder: Kathy Hill kathy.hill@davita.com	Location: DocuSign

Signer Events	Signature	Timestamp
Erica Waxman erica.waxman@davita.com Group General Counsel DaVita Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/6/2017 4:29:43 PM ID: 6641108b-f1bc-4313-a4cd-eccc7f5188d2	DocuSigned by: Erica M Waxman 88F06ABDCF2D4E2... Signature Adoption: Uploaded Signature Image Using IP Address: 73.243.231.184	Sent: 7/15/2020 9:20:40 AM Resent: 7/15/2020 9:46:11 AM Viewed: 7/15/2020 9:54:48 AM Signed: 7/15/2020 9:55:39 AM
Katrina Carli, M.D. katrina.carli@davita.com MD Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/16/2020 2:23:41 PM ID: a550960e-3f29-467f-9591-b69dd0024080	DocuSigned by: katrina Carli, M.D. 00E954B6C9D74D5... Signature Adoption: Pre-selected Style Using IP Address: 50.208.213.41	Sent: 7/15/2020 9:20:40 AM Viewed: 7/16/2020 2:23:41 PM Signed: 7/16/2020 2:24:49 PM
Noemie Juaire, M.D. noemie.juaire@davita.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/15/2020 9:58:06 AM ID: d21d8781-e172-4dbe-b29a-fe2a04cf72bd	DocuSigned by: Noemie Juaire, M.D. F8B8F50652BB431... Signature Adoption: Pre-selected Style Using IP Address: 174.204.70.8 Signed using mobile	Sent: 7/15/2020 9:20:39 AM Viewed: 7/15/2020 9:58:06 AM Signed: 7/15/2020 9:59:11 AM
Oliver Tai, M.D. oliver.tai@davita.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/22/2020 12:26:21 AM ID: 8ccf5ff3-ae1c-48fe-93ff-c3855c47e5ed	DocuSigned by: Oliver Tai, M.D. AB1032018FF14C3... Signature Adoption: Pre-selected Style Using IP Address: 73.11.188.100	Sent: 7/15/2020 9:20:40 AM Viewed: 7/22/2020 12:26:21 AM Signed: 7/22/2020 12:27:11 AM

Signer Events	Signature	Timestamp
Thao T. Pascual, M.D. Thao.pascual@davita.com Security Level: Email, Account Authentication (None)	DocuSigned by: Thao T. Pascual, M.D. 34D1369DEF9A47D... Signature Adoption: Pre-selected Style Using IP Address: 50.35.94.141	Sent: 7/15/2020 9:20:39 AM Viewed: 7/15/2020 9:51:29 AM Signed: 7/15/2020 4:21:45 PM
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Jennie Funk jennie.funk@davita.com Divison VP DaVita, Inc. Security Level: Email, Account Authentication (None)	DocuSigned by: Jennie Funk 271A79026B9F4F1... Signature Adoption: Pre-selected Style Using IP Address: 24.18.238.85	Sent: 7/22/2020 12:27:15 AM Viewed: 7/22/2020 9:36:58 PM Signed: 7/22/2020 9:37:22 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Doyna V. Ballew doyna.ballew@davita.com Assistant General Counsel Security Level: Email, Account Authentication (None)	DocuSigned by: Doyna V. Ballew F953732A721A434... Signature Adoption: Pre-selected Style Using IP Address: 107.185.245.121	Sent: 7/22/2020 9:37:26 PM Viewed: 7/22/2020 11:47:25 PM Signed: 7/22/2020 11:47:33 PM
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In Person Signer Events	Signature	Timestamp

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Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

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: 7/22/2020 11:47:37 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: 7/22/2020 11:47:37 PM

Carbon Copy Events	Status	Timestamp
TQQC tqqc@davita.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/22/2020 11:47:37 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	7/22/2020 11:47:37 PM
Signing Complete	Security Checked	7/22/2020 11:47:37 PM
Completed	Security Checked	7/22/2020 11:47:37 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

Patients by Zip Code (includes home modality)

Pilchuck DAVITA

Patient Origin Zip Code	*Unique Patients*
98292	10
98270	38
98271	19
98241	1
98223	10
98258	9
98290	3
98122	1
98201	7
98252	4
98125	1
98151	1

Appendix 5

Letter of Intent

May 1, 2023

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 partially relocate three (3) stations from its existing DaVita Everett Dialysis Center to its existing DaVita Pilchuck Dialysis clinic in the Snohomish County ESRD Planning Area Two (hereafter "Snohomish 2"). In accordance with WAC 246-310-080 and 246-310-806, the following information is provided:

<u>A Description of the Services Proposed:</u>

DaVita proposes to partially relocate three (3) stations from DaVita Everett to DaVita Pilchuck.

<u>Estimated Cost of the Proposed Project:</u>

DaVita's capital expenditure associated with this project is estimated to be **$62,826.**

<u>Description of the Service Area:</u>

The service area will be the Snohomish 2 ESRD Planning Area.

We look forward to continuing to serve dialysis patients in Washington.

Sincerely,

Aldo Frosinini
Redwood Resident
DaVita, Inc.

Appendix 6

Operational and Financial Commitment Letter

DaVita Inc.
2000 16th Street
Denver, CO 80202

January 4, 2023

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 loan 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,

DocuSigned by:
Mike Staffieri
7C8A7C202CCD473...

Michael Staffieri
Chief Operating Office – Kidney Care
DaVita, Inc.

1-303-876-6007 office
1-866-309-3548 fax

DocuSign

Certificate Of Completion

Envelope Id: EFD38291299B47B8AD91FF739DAE9F7C		Status: Completed
Subject: Complete with DocuSign: CON Financial Commitment Letter		
Source Envelope:		
Document Pages: 2	Signatures: 1	Envelope Originator:
Certificate Pages: 5	Initials: 0	Scott Herod
AutoNav: Enabled		2000 16th Street
EnvelopeId Stamping: Enabled		Denver, CO 80202
Time Zone: (UTC-07:00) Mountain Time (US & Canada)		Scott.Herod@davita.com
		IP Address: 96.46.239.10

Record Tracking

Status: Original 1/5/2023 2:47:22 PM	Holder: Scott Herod Scott.Herod@davita.com	Location: DocuSign

Signer Events	Signature	Timestamp
Mike Staffieri Mike.Staffieri@davita.com Chief Operating Officer DaVita Inc Security Level: Email, Account Authentication (None)	DocuSigned by: Mike Staffieri 7C8A7C202CCD473... Signature Adoption: Pre-selected Style Using IP Address: 24.250.81.36	Sent: 1/5/2023 2:51:03 PM Viewed: 1/5/2023 3:21:27 PM Signed: 1/5/2023 3:21:38 PM

Electronic Record and Signature Disclosure:
Accepted: 1/5/2023 3:21:27 PM
ID: 9efa7699-b05b-4487-819c-47b4182b4524

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
Kathy Connor Kathy.Connor@davita.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/5/2023 2:51:03 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

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Signing Complete	Security Checked	1/5/2023 3:21:38 PM
Completed	Security Checked	1/5/2023 3:21:38 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 the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents 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. Further, you will no longer be able to use the DocuSign system 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 the DocuSign system 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: jarvis@davita.com

To advise DaVita of your new email address

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

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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 email to jarvis@davita.com and in the body of such request you must state your email address, full name, mailing 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 wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jarvis@davita.com and in the body of such request you must state your email, full name, mailing address, and telephone 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

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents 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 confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email 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 as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify DaVita as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DaVita during the course of your relationship with DaVita.

Appendix 7

Credentialed Staff

Pilchuck Davita

Teammate Name	***Position***	***License Number***
Cheryl Jane Gallardo	PCT	HT60731414
Maricris Montalla	PCT	HT60713253
Micalina Christiani	PCT	HT60999099
Shiela Dizon	PCT	HT61403051
Joecyphine Mucheru	PCT	HT61287193
Malea Oliveria	PCT	HT61034329
Janelle Pel	PCT	HT61352419
Jessica Roderick	PCT	HT61204266
Danielle Mercado	PCT	in training
Arlyn Baylon	RN	RN60138886
Jacqueline Sue Cainglet	RN	RN61135443
Ronnel Gonzales	RN	RN60946600
John Jarret Mabango	RN	RN61045739
Patricia Whiting	RN	RN00120852
Alexander Tan	RN	RN60918259
Michael Jordan Pastor	RN	RN60560336
Shivana S.	RN	RN61124618

Appendix 8

Historical & Current Financials

Historical Income Statement

For the three months ended on March 31, 2023

DaVita Pilchuck Dialysis

	2020	2021	2022	2023
	Totals			
	FY20	FY21	FY22	FY23 Forecast (Ann.)
Treatments:				
Chronic	6,652	8,113	8,291	8,892
PD	3,124	4,040	4,080	5,409
Home Hemo	0	0	0	0
Total Treatments	9,776	12,153	12,371	14,301
Revenue:				
Patient Revenue	$4,748,816	$6,853,402	$4,575,559	$5,289,625
Total Gross Revenue	**4,748,816**	**6,853,402**	**4,575,559**	**5,289,625**
Bad Debt	$189,953	$274,136	$183,022	$211,585
Charitable Care	$61,735	$89,094	$59,482	$68,765
Total Net Revenue	**4,497,129**	**6,490,172**	**4,333,054**	**5,009,275**
Expenses:				
Salaries & Wages	$799,437	$892,093	$1,262,217	$1,216,855
Employee Non-Base Pay, Benefits & Taxes	$373,003	$354,212	$479,389	$472,223
Total Salaries, Wages & Benefits	**1,172,440**	**1,246,305**	**1,741,606**	**1,689,078**
Medical Supplies	$798,947	$1,002,134	$998,537	$1,066,124
Medical Director	$105,000	$105,000	$105,000	$105,000
Other Medical (i.e., Lab Tests)	$130,576	$151,084	$132,681	$171,896
Utilities	$33,915	$34,547	$36,249	$46,515
Repairs & Maintenance	$72,744	$67,867	$94,723	$98,597
Ancillary Expense	$79,955	$104,892	$73,651	$98,178
Other Direct Expenses	$86,473	$85,485	$159,987	$138,949
Depreciation	$191,415	$201,144	$198,629	$198,629
Base Rent	$114,467	$117,901	$121,438	$125,081
Tax & CAM	$16,396	$20,513	$13,376	$13,376
Total Other Operating Expenses	**1,629,887**	**1,890,565**	**1,934,270**	**2,062,343**
Total Direct Expenses	**2,802,327**	**3,136,870**	**3,675,877**	**3,751,422**
Pre-G&A EBIT	**1,694,802**	**3,353,302**	**657,178**	**1,257,854**
G&A Allocation	$460,932	$579,940	$380,600	$687,106
EBIT	**1,233,870**	**2,773,361**	**276,578**	**570,747**

Appendix 9

Detailed Projected Operating Statement (Pro Forma)

Pro-Forma Operating Statement

DaVita Pilchuck Dialysis

	Forecast 2024	Full Year 2025	Full Year 2026	Full Year 2027
Total Stations (end of the year - excludes CON-exempt iso station)	10	13	13	13
Total Shifts	6	6	6	6
Total Chronic Capacity (end of period)	60	78	78	78
Total Chronic Patients (end of the period)	62	76	76	76
% of Capacity	*103.3%*	*97.4%*	*97.4%*	*97.4%*
Average Annual Chronic Patients (avg of beginning & end of period)	62.0	69.0	76.0	76.0
Total Chronic Treatments	9,188	10,226	11,263	11,263
Total Home Patients (end of the period)	38	46	46	46
Average Annual Home Patients (avg of beginning & end of period)	38.0	42.0	46.0	46.0
Total Home Treatments	5,632	6,224	6,817	6,817
Total Patients (avg of beginning & end of period)	100.0	111.0	122.0	122.0
Total Treatments	14,820	16,450	18,080	18,080

Revenue				
Patient Revenue	$ 5,481,477	$ 6,084,439	$ 6,687,402	$ 6,687,402
Total Gross Revenue	**$ 5,481,477**	**$ 6,084,439**	**$ 6,687,402**	**$ 6,687,402**
Bad Debt	$ 219,259	$ 243,378	$ 267,496	$ 267,496
Charitable Care	$ 71,259	$ 79,098	$ 86,936	$ 86,936
Total Net Revenue	**$ 5,190,959**	**$ 5,761,964**	**$ 6,332,970**	**$ 6,332,970**
Expenses				
Salaries & Wages	$ 1,275,621	$ 1,397,797	$ 1,514,381	$ 1,514,381
Employee Benefits, Taxes & Non-Base	$ 495,028	$ 542,441	$ 587,683	$ 587,683
Total Salaries, Wages & Benefits	**$ 1,770,649**	**$ 1,940,237**	**$ 2,102,064**	**$ 2,102,064**
Medical Supplies	$ 1,196,238	$ 1,327,824	$ 1,459,410	$ 1,459,410
Medical Director	$ 105,000	$ 105,000	$ 105,000	$ 105,000
Other Medical (i.e., Lab Tests)	$ 158,951	$ 176,435	$ 193,920	$ 193,920
Utilities	$ 43,427	$ 48,203	$ 52,980	$ 52,980
Repairs & Maintenance	$ 113,477	$ 125,960	$ 138,442	$ 138,442
Ancillary Expense	$ 88,234	$ 97,940	$ 107,645	$ 107,645
Other Direct Expenses	$ 191,662	$ 212,745	$ 233,828	$ 233,828
Depreciation	$ 198,629	$ 208,348	$ 208,348	$ 208,348
Base Rent	$ 128,833	$ 132,698	$ 136,679	$ 140,780
Tax & CAM	$ 13,376	$ 13,376	$ 13,376	$ 13,376
Total Other Operating Expenses	**$ 2,237,826**	**$ 2,448,529**	**$ 2,649,628**	**$ 2,653,729**
Total Direct Expenses	**$ 4,008,475**	**$ 4,388,766**	**$ 4,751,693**	**$ 4,755,793**
Pre-G&A EBIT	**$ 1,182,484**	**$ 1,373,198**	**$ 1,581,277**	**$ 1,577,177**
G&A Allocation	$ 455,955	$ 506,110	$ 556,265	$ 556,265
EBIT	$ 726,529	$ 867,088	$ 1,025,012	$ 1,020,911

Assumptions:

First Full Year: 2025, based on a first patient date in December 2024 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 2027), 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.

Bad Debt: estimated at 4% 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 facility and its payer mix.

General expenses: Based on cost per treatment for the last full calendar year (2022) for the facility 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 section 2 and 3 of the lease contract. Tax and CAM are based on the last full calendar year (2022) for this facility, estimated at $13,376 per year.

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 38.81% of base salaries and wages based on 2022 data for the facility. No inflation is assumed.

Appendix 10

Audited Financial Statement SEC 10k – 2019, 2020, 2021

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.
INDEX

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.

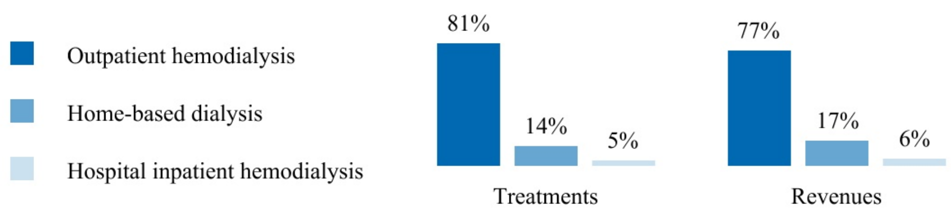
Home-based dialysis services

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

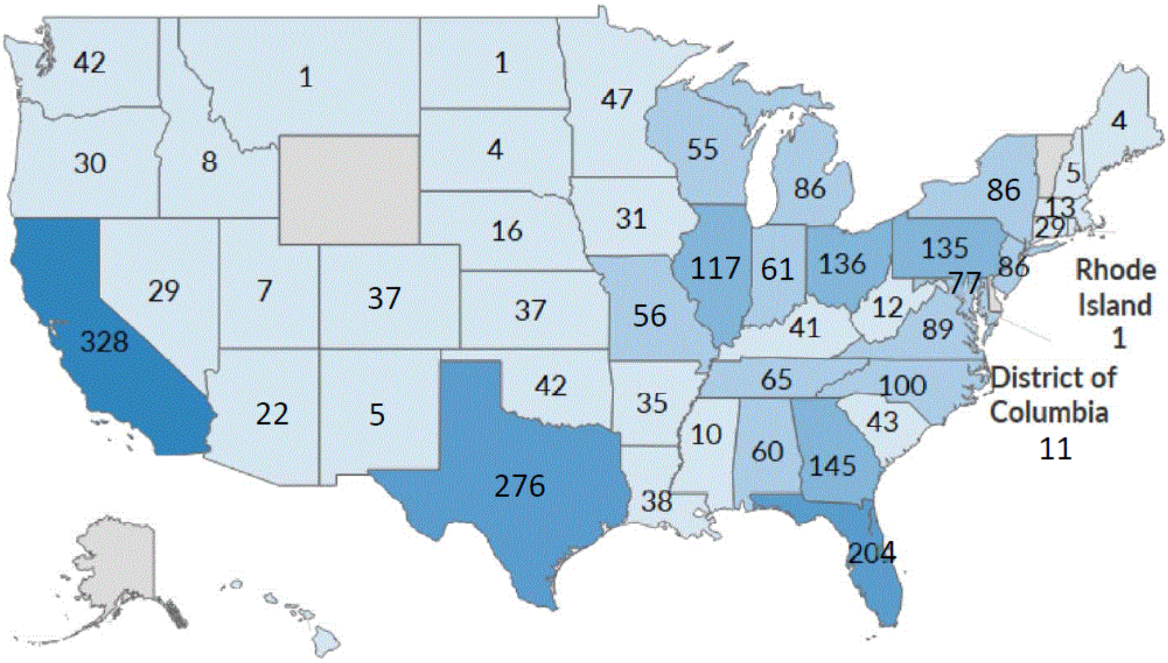
Participation in the Medicare ESRD program requires that dialysis services at an outpatient dialysis center be under the general supervision of a medical director. Per these requirements, this individual is usually a board certified nephrologist. We have engaged physicians or groups of physicians to 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

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(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, 2020	Year ended December 31, 2019[1]	Annual change Amount	Annual change 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					
		Ancillary services				
	U.S. dialysis	U.S.	International	Total	Corporate administration	Consolidated
	(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					
		Ancillary services				
	U.S. dialysis	U.S.	International	Total	Corporate administration	Consolidated
	(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								
	2021	2022	2023	2024	2025	Thereafter	Total	Average interest rate	Fair value[1]
					(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:

(2) Index to Financial Statement Schedules:

(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: Common stock: Shares	Common stock: Amount	Additional paid-in capital	Retained earnings	Treasury stock: Shares	Treasury stock: Amount	Accumulated other comprehensive income (loss)	Total	Non-controlling interests not subject to put provisions
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.

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

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.

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

	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.

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

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.

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

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	December 31, 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	December 31, 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.

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

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	December 31, 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.

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

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.

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

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

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

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 %

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

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

	December 31, 2020	December 31, 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	Year ended December 31, 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.

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

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.

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

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.

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

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	December 31, 2019
	Notional amount	LIBOR maximum rate	Effective date	Expiration date	Debt expense	Recorded OCI loss	Fair value	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

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

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 %

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

	Year ended December 31,	
Other information	**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.

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

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.

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

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.

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

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.

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

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.

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

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.

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

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

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

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.

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

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.

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

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.

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

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

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

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

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

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.

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, 2021
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, 2021, 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 $12.7 billion.

As of January 31, 2022, the number of shares of the registrant’s common stock outstanding was approximately 96.3 million shares.

KPMG LLP (185), Seattle, WA, USA

Documents incorporated by reference

Portions of the registrant’s proxy statement for its 2022 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 report "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 advancing 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 ESKD generally require dialysis at least three times a week for the rest of their lives or until they receive a kidney transplant.

Our U.S. dialysis and related lab services (U.S. dialysis) business treats patients with chronic kidney failure, ESRD or ESKD, in the United States, and is our largest line of business. As of December 31, 2021, we provided dialysis and administrative services and related laboratory services throughout the U.S. via a network of 2,815 outpatient dialysis centers and home programs in 46 states and the District of Columbia, serving a total of approximately 203,100 patients, and have contracts to provide hospital inpatient dialysis services in approximately 850 hospitals. Our robust platform to deliver kidney care services also includes established nephrology and payor relationships. In addition, as of December 31, 2021, our international operations provided dialysis and administrative services to a total of 339 outpatient dialysis centers located in ten countries outside of the U.S., serving approximately 39,900 patients. Finally, our U.S ancillary services and strategic initiatives provided integrated care and disease management services to 16,000 patients in risk-based integrated care arrangements and to an additional 7,000 patients in other integrated care arrangements as of December 31, 2021. Most of the patients served by our integrated care business are also our dialysis patients. We refer to our U.S. ancillary services and strategic initiatives and our international operations as, collectively, our "ancillary services". We also have a separate corporate administrative support function that supports our U.S. dialysis business and these ancillary services.

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. According to the most recently published data, for eight consecutive years, 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 ESKD. In addition, according to the most recently published data, for seven consecutive years, we are also an industry leader 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 from Nephrology News and Issues, 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, 2021, our domestic Chief Medical Officer lead a team of 24 senior nephrologists in our physician leadership team as part of our domestic Office of the Chief Medical Officer (OCMO). Our international Chief Medical Officer lead a team of 11 senior nephrologists in our physician leadership team as part of our international OCMO as of December 31, 2021. Our OCMO teammates represent a variety of academic, clinical practice, and clinical research backgrounds. We also have a Physician Council that serves as an advisory body to senior management, which was composed of eight physicians with extensive experience in clinical practice and seven Group Medical Directors as of December 31, 2021.

On June 19, 2019, we completed the sale of our prior 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 continue to be impacted by the effects of the novel coronavirus (COVID-19) pandemic. DaVita's caregiving teammates continue to be on the front lines of the ongoing COVID-19 pandemic providing critical, life-sustaining care for our patients. We continue to closely monitor the impact on our business of the pandemic and the resulting economic and political environment, including the various impacts on our patients, teammates, physician partners, suppliers, vendors and business partners.

During this time of great and continued 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 and initiatives to help safely maintain continuity of care for our patients and help protect our caregivers.

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. 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*", the risk factor in Item 1A. Risk Factors under the heading "*We face various risks related to the dynamic and evolving novel coronavirus pandemic, many of which may have a material adverse impact on us*," and the discussion under the heading "*COVID-19 and its impact on our business*" in Part II, 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 ESKD. As of December 31, 2021, we provided dialysis and administrative services in the U.S. through a network of 2,815 outpatient dialysis centers in 46 states and the District of Columbia, serving a total of approximately 203,100 patients. We also have contracts to provide hospital inpatient dialysis services in approximately 850 hospitals and related laboratory services throughout the U.S.

According to the United States Renal Data System (USRDS), there were over 569,000 ESKD dialysis patients in the U.S. in 2019. Based on the most recent 2021 annual data report from the USRDS, the underlying ESKD dialysis patient population has grown at an approximate compound rate of 3.5% from 2009 to 2019 and a compound rate of 3.1% from 2014 to 2019, which suggests that the rate of growth of the ESKD patient population is declining relative to long term trends. A number of factors may impact ESKD 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 ESKD. Certain of these factors, in particular mortality rates for dialysis patients, have been impacted by the COVID-19 pandemic.

Treatment options for ESKD

Treatment options for ESKD are dialysis and kidney transplantation.

Dialysis options

- *Hemodialysis*

Hemodialysis, the most common form of ESKD 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 ESKD and ESKD 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 ESKD patients who are healthier and more independent may perform 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 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 "—*Integrated Kidney Care and Medicare and Medicaid program reforms*."

U.S. dialysis services we provide

Outpatient hemodialysis services

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.

Our total patient turnover at centers we consolidate, which is based upon all causes, averaged approximately 27% in 2021 and 25% in 2020. The overall number of patients to whom we provided services in the U.S. in 2021 decreased by approximately 0.5% from 2020, primarily due to an increase in mortality rates, which have been impacted by the COVID-19 pandemic. This was partially offset by new dialysis patients who started treating at our centers acquired during the year.

Hospital inpatient hemodialysis services

As of December 31, 2021, we have contracts to provide hospital inpatient hemodialysis services, excluding physician services, to patients in approximately 850 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.

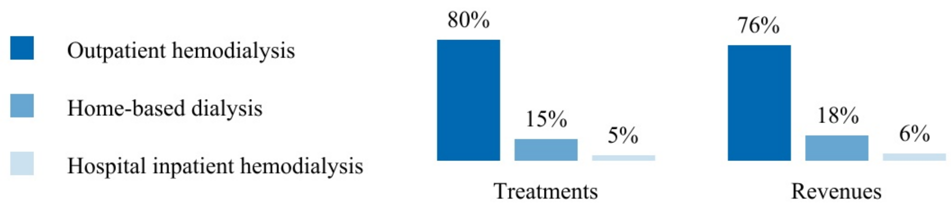
Home-based dialysis services

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 ESKD patients that receive dialysis at home.

According to the most recent 2021 annual data report from the USRDS, in 2019 approximately 13% of ESKD 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, 2021.



Other

ESKD laboratory services

We operate a separately licensed and highly automated clinical laboratory which specializes in ESKD patient testing. This specialized laboratory provides routine laboratory tests for dialysis and other physician-prescribed laboratory tests for ESKD patients which are integral components of the services we provide. Our laboratory provides these tests predominantly for our ESKD patients throughout the U.S. These tests are performed to monitor a patient's ESKD 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. In 2021, our laboratory performed COVID-19 testing for our patients and teammates.

Management services

We currently operate or provide management and administrative services pursuant to management and administrative services agreements to 57 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, 2021. 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. The following table summarizes our U.S. dialysis revenues by payor source for U.S. dialysis patient services revenues the year ended December 31, 2021:

Medicare and Medicare Advantage plans	58	%
Medicaid and managed Medicaid plans	7	%
Other government-based programs	3	%
Total government-based programs	68	%
Commercial (including hospital dialysis services)	32	%
Total U.S. dialysis patient service revenues	100	%

Medicare revenue

Medicare ESRD revenue

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.

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 erythropoiesis-stimulating agents (ESAs), calcimimetics, vitamin D analogs and iron supplements, irrespective of the level of pharmaceuticals administered to the patient or additional services performed. Most lab services are also included in the bundled payment.

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, 2021, approximately 90% of our total dialysis patients were covered under some form of government-based program, with approximately 75% of our dialysis patients covered under Medicare and Medicare Advantage plans.

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. Due to the ongoing COVID-19 pandemic, CMS is not applying QIP payment reductions to facilities in 2022. 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, administered through CMMI in approximately 20% of our dialysis clinics across the country. There was no material impact to us during 2021 related to the ETC.

On October 29, 2021, CMS issued a final rule to update the ESRD PPS payment rate and policies. Among other things, the rule updates payment rates under the ESRD PPS for renal dialysis services furnished to beneficiaries on or after January 1, 2022, finalizes updates to the Acute Kidney Injury (AKI) dialysis payment rate for dialysis services furnished by ESRD facilities and finalizes modifications to the ETC model policies. CMS estimates the final rule will affect ESRD facilities' average reimbursement by a productivity-adjusted market basket increase of 1.9% in 2022.

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. Federal COVID-19 relief legislation suspended the 2% Medicare sequestration from May 1, 2020 through December 31, 2021. The Protecting Medicare and American Farmers from Sequester Cuts Act, signed into law on December 10, 2021, extended the suspension of the 2% Medicare sequestration from December 31, 2021 through March 31, 2022, with 1% Medicare sequestration beginning April 1, 2022 through June 30, 2022 and 2% Medicare sequestration beginning July 1, 2022. In the years ended December 31, 2021 and 2020, our revenues significantly increased due to this suspension and we expect that this suspension will continue to significantly increase our revenues while it remains in effect. When the temporary suspension is no longer in effect, we expect that the across-the-board spending cuts of the BCA will, once again, 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.

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 (FFS) 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 has broadened 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, 2021. Non-hospital commercial patients as a percentage of our total U.S. dialysis patients for 2021 were relatively flat compared to 2020. Less than 1% of our U.S. dialysis revenues are due directly from patients. No single commercial payor accounted for more than 10% of total U.S. dialysis revenues for the year ended December 31, 2021. 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. For additional detail on these factors and other risks associated with 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"; "If the number or percentage of patients with higher-paying commercial insurance declines, if the average rates that commercial payors pay us decline, 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 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, many of which may have a material adverse impact on us."*

Revenue from other pharmaceuticals

Effective January 1, 2021, both oral and intravenous forms of calcimimetics, a drug class taken by many patients with ESRD to treat mineral bone disorder, were added to the ESRD PPS bundled payment, and as a result we expect our operating income from calcimimetics to be more stable in the future as compared to the year ended December 31, 2020 under the transitional drug add-on payment adjustment (TDAPA) model. For the year ended December 31, 2020, the oral and intravenous forms of calcimimetics were separately reimbursed through a TDAPA model based on a pass-through rate of the average sales price plus 0%, before sequestration.

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 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, 2021, revenues from joint ventures in which we have a controlling interest represented approximately 28% of our 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 ESKD patient generally seeks treatment or support for their home 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

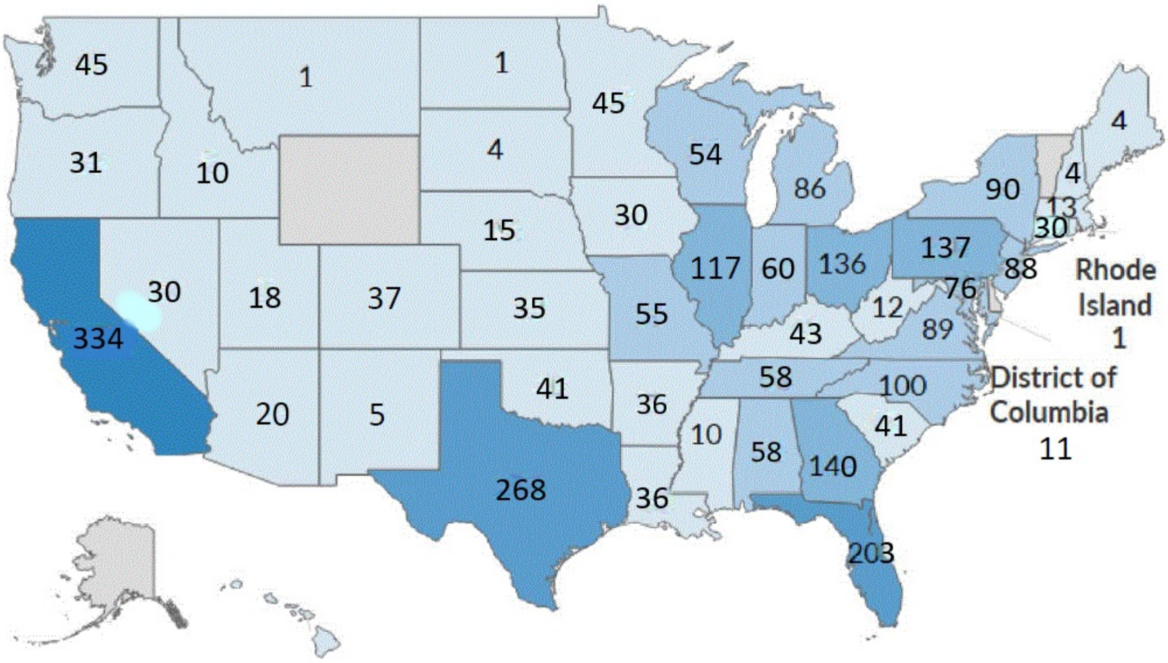
Participation in the Medicare ESRD program requires that dialysis services at an outpatient dialysis center be under the general supervision of a medical director. Per these requirements, this individual is usually a board certified nephrologist. We engage physicians or groups of physicians to serve 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 dialysis centers operated by other providers 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 dialysis centers operated by other providers.

Location of our U.S. dialysis centers

We operated 2,815 outpatient dialysis centers in the U.S. as of December 31, 2021 and 2,758 of these centers are consolidated in our financial statements. Of the remaining 57 nonconsolidated U.S. outpatient dialysis centers, we own a noncontrolling interest in 55 centers and provide management and administrative services to two centers that are wholly-owned by third parties. The locations of the 2,758 U.S. outpatient dialysis centers consolidated in our financial statements at December 31, 2021, were as follows:



Ancillary services, including our international operations

Our ancillary services relate primarily to our core business of providing kidney care services. As of December 31, 2021, these consisted primarily of our integrated kidney care services, our physician services supporting integrated kidney care and our kidney care initiatives outside of dialysis, our clinical research programs, and our transplant software business as well as our international operations.

U.S. Ancillary services

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 among healthcare participants across the renal care continuum from CKD to ESKD 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 ESKD, CKD and/or poly-comorbid conditions. Through a combination of health monitoring, clinical coordination, innovative interventions, predictive analytics, medical claims analysis and information technology, we endeavor to assist our health plan and government program 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 for services provided over the contract period, or related to the operation of risk-based and value-based programs, including shared savings, pay for performance, and capitation contracts. DaVita IKC also contracts with payors to operate Medicare Advantage ESKD special needs plans to provide ESKD patients full service healthcare. DaVita IKC supported our ESKD seamless care organizations (ESCO) joint venture programs until their completion in 2021, and DaVita IKC has commenced participation in certain of the payment models administered by CMMI. As further described below under the heading "—*Government regulation—CMMI Payment Models*", the Company has invested resources, and expects to continue to invest substantial resources in these models as part of the Company's overall plan to grow its integrated kidney care business and value-based care initiatives. See Note 1, *Other revenue*, in the Company's consolidated financial statements for more information on how the Company accounts for its integrated care arrangements.

The Company is also developing, and has entered into, various forms of technology-based, administrative, financial and other collaboration and incentive arrangements with physician partners and other providers in support of our innovative, developing and expanding integrated kidney care programs and arrangements.

- *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.

- *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.

- *Transplant software business.* DaVita's new transplant software business, MedSleuth, which was acquired on December 31, 2021, works with transplant centers across the U.S. to provide greater connectivity among transplant candidates, transplant centers, physicians and care teams to help improve the experience and outcomes for kidney and liver transplant patients.

For additional discussion of our ancillary services, see Part II, Item 7, "*Management's Discussion and Analysis of Financial Condition and Results of Operations.*"

International dialysis operations

As of December 31, 2021, we operated or provided administrative services to a total of 339 outpatient dialysis centers, which includes consolidated and nonconsolidated centers located in ten countries outside of the U.S., serving approximately 39,900 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 in our ancillary services.

As of December 31, 2021, the locations of our international outpatient dialysis centers were as follows:

Brazil	83
Poland	65
Germany	56
Malaysia(1)	40
Colombia	31
United Kingdom	25
Saudi Arabia	24
Portugal	9
Singapore(1)	4
China(1)	2
	339

(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 and professional fees 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.

If any of our personnel, representatives or operations are alleged to have violated these or other laws, regulations or requirements, we could experience material harm to our reputation and stock price, and it could impact our relationships and/or contracts related to our business, among other things. If any of our personnel, representatives, or operations are found to violate these or other laws, regulations or requirements, we could suffer additional severe consequences that could have a material adverse effect on our business, results of operations, financial condition and cash flows, including, among others:

- Loss of required certifications, suspension or exclusion from or termination of our participation in government programs (including, without limitation, 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;
- Imposition of corporate integrity agreements, corrective action plans 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;
- Enforcement actions, investigations or audits by government agencies and/or initiated by qui tam relators related to interoperability and related data sharing and access requirements and regulations;

- 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, hospital services and skilled nursing home agreements, real estate leases, value based arrangements, clinical incentive programs, payor contracts and consulting or participating provider agreements with physicians, among others; and
- Harm to our reputation which could negatively impact our business relationships and stock price, our ability to attract and retain patients, physicians and teammates, our ability to obtain financing and our 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 September 2019, CMS finalized updates to the Provider Enrollment Rule creating onerous disclosure obligations for all providers enrolling in Medicare, Medicaid and the Children’s Health Insurance Plan (CHIP). The final rule provides CMS with stronger revocation authority, increases the bar for re-enrollment, and permits CMS to impose a Medicare reapplication bar where a prospective provider's Medicare enrollment application is denied because the provider submitted incomplete, false, or misleading information for providers who are terminated from the Medicare program. CMS may also deny enrollment to providers 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 Medicare 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 statutory fines of up to $100,000 or both. Larger criminal fines can be imposed 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 statutory amounts of up to $100,000 (adjusted for inflation) in monetary penalties per violation, assessments of up to three times the total payments between the parties to the arrangement, and permissive exclusion from participation in the federal healthcare programs or suspension from future participation in Medicare and Medicaid. The ACA amended the federal Anti-Kickback Statute to clarify that 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) and can result in treble damages and other penalties under 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 fully within an applicable safe harbor do not violate the federal Anti-Kickback Statute. When an arrangement is not structured fully within 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, and may be subject to greater scrutiny by enforcement agencies.

On December 2, 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.

In the ordinary course of our business operations, DaVita and its ancillary businesses and subsidiaries enter into numerous arrangements with physicians and other potential referral sources, that potentially implicate the Anti-Kickback Statute. Examples of such arrangements include, among other things, medical director agreements, joint ventures, leases and subleases with entities in which physicians, hospitals or medical groups hold ownership interests, consulting agreements, hospital services agreements, discharge planning services agreements, acute dialysis services agreements, value based care arrangements, employment and coverage agreements, and incentive performance arrangements. In addition, some referring physicians may own our common stock in reliance on the Anti-Kickback Statute safe harbor for investment interests in large publicly traded companies. Furthermore, our dialysis centers and subsidiaries sometimes enter into certain rebate, pricing, or other contracts to acquire certain discounted items and services that may be reimbursed by a federal healthcare program.

Agreements do not need to fit within a relevant federal Anti-Kickback Statute safe harbor provision to be permissible; however, we generally endeavor to structure our arrangements within applicable safe harbors. Some of our arrangements are not structured fully within a safe harbor.

If any of our business transactions or arrangements, including but not limited to 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 is a strict liability civil law that 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. 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. If the Stark Law is implicated, the financial relationship must fully satisfy a Stark Law exception. If an exception to the Stark Law 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 (adjusted for inflation) for each service arising out of the prohibited referral, a statutory civil penalty of up to $100,000 (adjusted for inflation) 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.

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. Most changes implemented by the final rule 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.

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, we believe that the services performed in our facilities generally are not DHS. 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, we believe that our arrangements with such hospitals for the provision of dialysis services to hospital inpatients should 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.

In the ordinary course of business operations, DaVita and its ancillary businesses and subsidiaries have many different types of financial arrangements with referring physicians that potentially implicate the Stark Law, including, but not limited to, medical director agreements, joint ventures, leases and subleases with entities in which physicians, hospitals or medical groups hold ownership interest, consulting agreements, hospital services agreements, discharge planning services agreements, acute dialysis services agreements, value based care arrangements, employment agreements and incentive performance arrangements. In addition, some referring physicians may own our common stock in reliance on the Stark Law exception for investment interests in large publicly traded companies.

If our interpretation of the applicability of the Stark Law to our operations is incorrect, the controls we have implemented fail, an arrangement is entered into outside of our processes, or we were to fail to satisfy an applicable exception to the Stark Law, we could be found to be in violation of the Stark Law and 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.

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 finding by CMS or other regulatory or enforcement authorities that we have violated the Stark Law or related 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.

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, plus up to approximately $23,000 per claim, 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.

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.

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 items or services, including medical directors, or 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 not owned by health care providers, such as our Company and our subsidiaries, from practicing medicine, employing physicians and other health care providers providing certain clinical services or exercising control over medical or clinical decisions by physicians and potentially other types of health care providers (known collectively as the corporate practice of medicine). These states may also prohibit entities from engaging in certain financial arrangements, such as fee-splitting, with physicians and potentially other types of health care providers. Violations of the corporate practice of medicine, fee-splitting and related laws vary by state and may result in physicians and potentially other types of health care providers being subject to disciplinary action, as well as to forfeiture of revenues from payors for services rendered. Violations may also bring both civil and, in more extreme cases, criminal liability for engaging in medical practice without a license and violating the corporate practice of medicine, fee-splitting and related laws. 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.

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 from 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 and others for the purpose of obtaining or retaining business. A violation of the FCPA or other similar laws 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 or other adverse impacts under 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, cash flows and stock price.

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, and U.S. state attorneys general, or other regulators or law enforcement, 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 applicable privacy and security requirements of comprehensive privacy and data protection laws, consumer protection laws, labor and employment laws, and its publicly-available notices.

Data protection laws and regulations are evolving globally, and may continue to add additional compliance costs and legal risks to our international operations. In the European Union, the General Data Protection Regulation (EU 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 EU GDPR, regulatory penalties may be passed by data protection authorities for up to the greater of 4% of worldwide turnover or €20 million. The United Kingdom has implemented similar legislation (UK GDPR) that may carry similar compliance and operational costs as the EU GDPR, and non-compliance with which carries potential fines of up to the greater of £17.5 million or 4% of global turnover. The costs of compliance with, and other burdens imposed by, the EU GDPR, UK GDPR and other new laws, regulations and policies implementing the EU GDPR and UK GDPR may impact our European and United Kingdom operations and may limit the ways in which we can provide services or use personal data collected while providing services.

Privacy and data protection laws are also evolving nationally, providing for enhanced state privacy rights that are broader than the current federal privacy rights, and may add additional compliance costs and legal risks to our U.S. operations. For example, the California Consumer Protection Act (CCPA), which became effective January 1, 2020, 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 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. Additionally, the California Privacy Rights Act (CPRA), which is expected to take effect in 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 will also 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 California, other states have passed similar privacy laws, such as the Colorado Privacy Act and the Virginia Consumer Data Protection Act.

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. 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.

Integrated Kidney Care and Medicare and Medicaid program reforms

The regulatory framework of the healthcare marketplace continues 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 programs. The following discussion describes certain of these changes in further detail.

CMMI Payment Models: 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. The first of these, the ESRD Treatment Choices (ETC) mandatory payment model launched in approximately 30% of dialysis clinics across the country on January 1, 2021. In November 2021, CMS revised the ETC model to include an additional positive payment adjustment for significant improvement in the home dialysis rate or the transplant waitlist rate among ESRD patients with lower socioeconomic status. CMS will also stratify the achievement benchmarks for geographies with 50 percent or more patients who are dual-eligible or received a Low Income Subsidy (LIS) to account for socioeconomic factors that may impact the ability to receive home-based dialysis or gain placement on a transplant waitlist. CMS also announced the Global and Professional Direct Contracting (GPDC) Model to reduce the cost and improve the quality of care for Medicare fee-for-service patients. The Company, via its wholly owned subsidiary Vively Health, began participating in the GPDC Model at the start of the first performance year on April 1, 2021. CMS also announced the implementation of two voluntary kidney care payment models, Kidney Care First (KCF) and Comprehensive Kidney Care Contracting (CKCC), 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. Certain of these payment models, such as the First Performance Period for the Kidney Care Choices Model CKCC Options (the CKCC Model) commenced on January 1, 2022. As described above, the Company has invested substantial resources, and expects to continue to invest substantial resources in these models as part of the Company's overall plan to grow its integrated kidney care business and value-based care initiatives.

In addition to the aforementioned new models of care, federal bipartisan legislation related to full capitation demonstration for ESRD was introduced in Congress in August 2021 as the BETTER Kidney Care Act. This proposed legislation would build on prior coordinated care models, such as the Comprehensive ESRD Care (CEC) Model, and would establish a demonstration program for the provision of integrated care to Medicare fee-for-service dialysis and transplant patients. As noted above, we have made and continue to make substantial investments in value based care and building our integrated care capabilities, but there can be no assurances that initiatives such as this or any other legislation that aligns with our strategy and investments will be passed into law, and the ongoing COVID-19 pandemic may delay the progress of any such initiatives. Irrespective of whether such laws are 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 broad scale, 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 details on the risks related to integrated kidney care and Medicare and Medicaid program reforms, see the discussion in Item 1A. Risk Factors under the headings "*If we are not able to successfully implement our strategy with respect to our integrated kidney care and value-based care initiatives, including maintaining our existing business and further developing our capabilities in a complex and highly regulated environment, it could result in a loss of our investments and have a material adverse effect on our growth strategy, could adversely impact our business, results of operations, financial condition and cash flows, and could materially harm our reputation;"* and *"If we are unable to compete successfully, including, without limitation, implementing our growth strategy and/or retaining patients and developing and maintaining relationships with physicians and hospitals, it could materially adversely affect our business, results of operations, financial condition and cash flows."*

ACA and related regulations: The ACA regulatory framework of the healthcare marketplace continues to evolve as a result of executive, legislative, regulatory and administrative developments and judicial proceedings. For example, the expanded access to healthcare developed under the ACA has been both positively and negatively impacted over time by subsequent legal, regulatory and judicial action. In 2021, the American Rescue Plan included several provisions designed to expand health coverage during the COVID-19 pandemic, including the expansion of premium tax credits that assist consumers who purchase health insurance on marketplaces developed under the ACA and temporarily offering incentives to expand Medicaid coverage for states that have not yet done so. 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 is likely to have a material adverse impact on our business.

Changes to the political environment may increase the likelihood of legislative or regulatory changes that would impact us, such as changes to the healthcare regulatory landscape. Examples of such potential changes also 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 or other 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/or increase our expenses, among other things. The timing of legislative or executive action related to these potential initiatives, if any, 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 potential changes at the federal and/or state level to laws, regulations and other requirements that govern our business.

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 a MA managed care plan. This provision has broadened 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 FFS rates. This change in benefit eligibility has increased the percentage of our patients on MA plans as compared to Medicare Part B plans, though it is unclear how many eligible ESRD patients will continue to seek to enroll in MA plans for their ESRD benefits over time. This uncertainty may be heightened by a provision in the Cures Act 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 provisions of the Cures Act, 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 *"If the number or percentage of patients with higher-paying commercial insurance declines, if the average rates that commercial payors pay us decline, 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 could 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) 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 monitor guidance from ONC on the rule.

Price Transparency Rules: In addition, recent price transparency regulations require most group health plans, and health insurance issuers in the group and individual markets, to make certain pricing and patient responsibility information publicly available. For plan years that start on or after January 1, 2022, and with enforcement beginning on July 1, 2022, any such plan or issuer must publish monthly machine-readable files that include negotiated rates between the plan or issuer and in-network providers, and allowed amounts paid and/or billed charges for out-of-network providers, for all covered items and services. For plan years that begin on or after January 1, 2023, most group health plans, and health insurance issuers in the group and individual markets, must provide enrollees with out-of-pocket cost and underlying provider negotiated rate information in a consumer-friendly format for an initial list of 500 designated services (which do not include dialysis). A plan or issuer may choose to include more than these 500 services, and for plan years that begin on or after January 1, 2024, most group health plans, and health insurance issuers in the group and individual markets, must provide enrollees with this information for all covered items and services. Additionally, CMS released regulations associated with "surprise billing" which necessitate, among other requirements, that certain providers provide patients with information regarding patient financial accountability and costs of services in advance of care being provided. While the ultimate impact of these regulations remains uncertain, any changes by group health plans, health insurance issuers in the group and individual markets, or consumer choices resulting from these regulations could have a material adverse impact on our business, financial condition and results of operations, and could materially harm our reputation.

COVID-19 Response: In September 2021, President Biden directed federal agencies to develop rules and take action related to COVID-19 vaccination requirements, including rules that may impact employers with 100 or more employees as well as workers in the dialysis and other healthcare settings. On November 4, 2021, OSHA released the COVID-19 vaccine emergency temporary standard (ETS), but withdrew the rule effective January 26, 2022 after legal challenges. On November 5, 2021, CMS also issued an Interim Final Rule (IFR) requiring that, as a condition of participation in Medicare and Medicaid, various providers and suppliers, including ESRD facilities, implement policies and procedures for COVID-19 vaccination of all staff who provide care, treatment, or other services for the provider or its patients. Several legal challenges have been filed against the IFR, but the U.S. Supreme Court lifted the injunction against the IFR while the legal challenges proceed in the lower courts such that all healthcare workers at the providers and suppliers noted above are to be fully vaccinated or receive an approved medical or religious accommodation by February 28, 2022, in accordance with federal employment law. In addition, on September 9, 2021, President Biden issued Executive Order 14042, referred to as the federal contractor vaccine mandate, to require all U.S. based employees working on or in connection with covered federal government contracts and all other employees who share workplaces with or come into contact with employees working on or in connection with covered federal government contracts, to be fully vaccinated, or have an approved medical or religious accommodation, by January 18, 2022. In December 2021 a federal court enjoined the federal contractor vaccine mandate. A number of of other courts have enjoined the federal contractor vaccine mandate. At this time, several other state vaccine mandates have been legally challenged and are under review by the applicable courts. The uncertainty associated with the legal standing of these mandates and the cumulative impact of those mandates, that have already gone into effect, contributes to the volatility and uncertainty in the current labor market and may ultimately exacerbate the risk and impact of labor shortages on our business. For additional information on the risks to our business associated with COVID-19 and labor market conditions, see the risk factors in Item 1A. Risk Factors under the headings, "*We face various risks related to the dynamic and evolving novel coronavirus pandemic, many of which may have a material adverse impact on us;*" and "*Our business is labor intensive and 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 employees; or if union organizing activities or legislative or other changes result in significant increases in our operating costs or decreases in productivity, we may experience disruptions in our business operations and increases in operating expenses, among other things, any of which could have a material adverse effect on our business, results of operations, financial condition, cash flows and reputation*" and "*We face various risks related to the dynamic and evolving novel coronavirus pandemic, many of which may have a material adverse impact on us.*"

In addition, certain state and federal agencies, including OSHA and CMS, have released requirements, or are considering or are in the process of modifying existing requirements associated with the continued protection of employees as it relates to COVID-19. These requirements may result in increased costs related to, among other things, PPE, fit-testing, and paid time off, mandated surveillance testing of our teammates for COVID-19 and other increased obligations with which we must comply. Compliance with COVID-19-related safety rules and regulations is generally enforced with sanctions and/or fines, and non-compliance also has the potential for negative publicity or reputational impact. As these requirements are continuing to evolve and develop, at this time we cannot predict the ultimate impact they might have 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. OSHA 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 instance, in 2020, voters in California considered a statewide ballot initiative proposed by the Service Employees International Union - United Healthcare Workers West (SEIU) 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 voters rejected this ballot initiative in 2020, we incurred substantial costs to oppose it. On August 25, 2021, SEIU again proposed a California statewide ballot initiative with similar provisions. In the event this proposal becomes eligible for the November 2022 election, we expect to again incur 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 without limitation 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 set 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

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 health care regulatory 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 (CEO) and the Chair of the Compliance and Quality Committee of our Board of Directors (Board).

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 or repeatedly failed to comply with applicable laws, regulations or requirements, 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. 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 to engage 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 only those large dialysis providers with substantial financial resources or established participants in the dialysis space. We also compete with new dialysis providers, 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 and healthcare 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 referrals, 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 or lack of new patient growth relative to our competitors.

Our largest competitor, Fresenius Medical Group (FMC), 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.

In addition to traditional dialysis providers, there have been a number of announcements, initiatives and capital raises by non-traditional dialysis providers and others along the full continuum of kidney care from CKD to dialysis to transplant. These providers, certain of which command considerable resources and capital, may increasingly compete with us in the integrated kidney care market as we seek to grow in that space, or they may focus their efforts on the development of more conventional dialysis competition or the commencement of other new business activities or the development of innovative technologies that could be transformative to the industry. 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 developing and maintaining relationships with physicians and hospitals, 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 develop 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 can allow us to hire ahead of needs;
- Providing development and professional growth opportunities; and
- Offering a robust and competitive total rewards program.

These efforts are underpinned by a foundational focus on diversity and belonging that starts at the top with our Board 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 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 CEO on management development and succession planning. Among other things, our Board 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, in conjunction with its committees, 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, patients and communities, among others.

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 broad participation of senior leadership.

Diversity & Belonging

Our investment in our teammates is underscored by our commitment to Diversity & Belonging (D&B). We published our first D&B Report in March 2021, which disclosed our diversity metrics and roadmap for delivering our vision of cultivating "a diverse Village where everyone belongs." Our 3,154 dialysis centers operate in communities large and small, in nearly every state in the U.S. as well as ten other countries. 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. Based on our most recent internal surveys, 84% of teammates indicated that they feel a sense of belonging within the DaVita community. We also launched our second annual Week of Belonging in 2021, engaging approximately 69,000 teammates globally with activities and education designed to further create a sense of belonging.

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 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 in our Company and ensuring that we are creating a welcoming, open environment where all teammates, patients, physicians and care partners belong.

As of December 31, 2021, our Village in the U.S. was comprised of 78% women and 55% people of color. We are proud of the fact that in the U.S. as of December 31, 2021, 73% of our managers and 57% of our directors are women and that leaders with profit and loss responsibility are 54% women and 25% people of color. We also are proud that our Board 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. We are also one of the few S&P 500 companies to have a person of color serve as our CEO. We publish our demographic data in our EEO-1 Report, which is included in our Sustainability Accounting Standards Board (SASB) Report.

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. We are proud of our Clinical Ladders program that ties performance and career progression. This program is designed to clarify for teammates what is expected in order to move to the next level on the ladder and help provide them with the tools to do so. Predominately all 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. We are proud of the work we have done in this area, with approximately 64% of our Facility Administrators and managers having been promoted internally, as of December 31, 2021.

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.

We also offer family support programs to our teammates and their families 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.

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. Each household member has access to ten free sessions per life event.
- 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 encourages teammates and their spouses/domestic partners to engage with their provider to manage their overall health. In addition, it allows participating teammates and spouses/domestic partners to earn credits toward their medical premium for getting a biometric screening with a primary care provider.
- 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.

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 has continued to test our ability to respond to external developments and care for our teammates in real time. One of our key goals during the pandemic has been to maintain frequent communication and engagement with teammates, including "town hall" and Q&A calls, emails and more. We continued this practice in 2021, and as the pandemic continues to evolve, the scope of our teammate communications program has expanded to include COVID-19 testing, treatments, therapies, vaccines and boosters, as well as associated government actions and mandates. As the pandemic has persisted and in response to the hardship imposed by the pandemic on our teammates, and in recognition of their dedication and commitment to our patients' health, we provided financial support to teammates and we also continue to provide essential relief programs to support 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, physician partners 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;
- Educating teammates and patients on the benefits of the COVID-19 vaccines and boosters, and facilitating the administration of these to our teammates and patients; 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 have been 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, 2021, we employed approximately 69,000 teammates, including our international teammates.

For additional information about certain risks associated with our human capital management and our response to the COVID-19 pandemic, see the risk factors in Item 1A. Risk Factors under the headings, "*Our business is labor intensive and 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 employees; or if union organizing activities or legislative or other changes result in significant increases in our operating costs or decreases in productivity, we may experience disruptions in our business operations and increases in operating expenses, among other things, any of which could have a material adverse effect on our business, results of operations, financial condition, cash flows and reputation;*" and "*We face various risks related to the dynamic and evolving novel coronavirus pandemic, many of which may have a material adverse impact on us.*"

We also encourage you to visit our website at www.davita.com/communitycare for more detailed information regarding certain aspects of our human capital and ESG related programs and initiatives described herein, including our D&B Report, SASB Report and 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 report.

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;
- the number or percentage of patients with higher-paying commercial insurance, 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;
- our ability to successfully implement our strategy with respect to integrated kidney care, value-based care and home-based dialysis;
- changes in the structure of and payment rates under government-based programs;
- 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; currently pending or future governmental laws, rules, regulations or initiatives; our ability to attract and retain key leadership talent or employees; or union organizing activities or other legislative or other changes;
- 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 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;
- 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 U.S. ancillary services and strategic initiatives and our international operations and our ability to expand within markets or to new markets, or invest in new products or services;
- 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, and our ability to adhere to federal and state data sharing and access requirements and regulations;
- our acquisitions, mergers, joint ventures or dispositions;

- our aspirations, goals and disclosures related to environmental, social and governance (ESG) matters;
- our ability to appropriately estimate the amount of dialysis revenues and related refund liabilities;

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;
- deterioration in economic conditions, general inflationary pressures, 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;
- 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; 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, many 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 such as the Delta and Omicron variants; COVID-19's impact on the chronic kidney disease (CKD) patient population and our patient population including on the mortality of these patients; the availability, acceptance, impact and efficacy of COVID-19 vaccines, treatments and therapies; the pandemic’s continuing impact on our revenue and non-acquired growth due to lower treatment volumes, the U.S. and global economies, unemployment, labor market conditions, inflation and monetary policies; the potential negative impact on our commercial mix or the number of patients covered by commercial insurance plans; continued increased COVID-related costs; supply chain challenges and disruptions, including with respect to our clinical supplies; the responses of our competitors to the pandemic and related changes in the marketplace; the timing, scope and effectiveness of federal, state and local government responses; and any potential changes to the extensive set of federal, state and local laws, regulations and requirements that govern our business. 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 of COVID-19 on the mortality rates of our patients, which has in turn impacted our patient census. Because ESKD 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 has been 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 ESKD populations due to COVID-19 will continue to depend primarily on the infection rate, case fatality rate, the age and health status of affected patients, and access to and continued efficacy of vaccinations or other treatments or therapies, particularly as it relates to variants of the virus, as well as willingness to be vaccinated. We expect that the impact of COVID-19 is likely to continue to negatively impact our revenue and non-acquired growth for a period of time even as the pandemic subsides due to the compounding impact of mortalities, among other things. 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. Depending on the ultimate severity and duration of the pandemic, the magnitude of these cumulative impacts could have a material adverse impact on our results of operations, financial condition and cash flows.
- Our business is labor intensive and our financial and operating results have been and continue to be sensitive to variations in labor-related costs and productivity. We have historically faced and expect to continue to face costs and

difficulties in hiring and retaining caregivers due to a nationwide shortage of skilled clinical personnel. These challenges have been heightened by the increased demand for and demand upon such personnel by the ongoing pandemic. The labor market is challenging and continues to experience volatility, uncertainty and labor supply shortages, particularly in healthcare. In addition, federal and state agencies have announced or released rules relating to COVID-19 vaccination requirements that may impact our teammates, provider and patients. The cumulative impact of these requirements, some of which have already gone into effect and some of which remain subject to legal challenge, as further described in Part I, Item 1. Business of this Form 10-K under the heading "*Government Regulation—COVID-19 Response"*, contributes further to the volatility and uncertainty in the labor market and may ultimately further exacerbate labor shortages. These conditions have adversely impacted, and may continue to adversely impact, our ability to attract and retain employees, particularly clinical personnel. As part of our continuing efforts in this highly competitive market, we have provided our teammates with additional compensation, among other things. In 2022, we expect to provide our teammates with higher than usual wage increases, which will put additional pressure on our cost structure going forward. We have experienced staffing shortages and disruptions as a result of current labor market conditions and the current Omicron surge, and further staffing shortages or disruptions, if material, could lead to the unplanned closures of certain centers or adversely impact clinical operations, and may otherwise have a material adverse impact on our ability to provide dialysis services or the cost of providing those services, among other things. Prolonged volatility, uncertainty, labor supply shortages and other challenging labor market conditions, including, among other things, due to inflationary pressures or evolving monetary policies, could have an adverse impact on our ability to execute on our strategic initiatives, and ultimately could have a material adverse impact on our labor costs, results of operations, financial condition and cash flows.

- The COVID-19 pandemic and efforts to contain the virus have impacted the global economy, resulting in, among other things, volatility and uncertainty in labor market conditions as discussed in more detail above. These impacts could ultimately 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, any economic deterioration or 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, all of which are highly uncertain and difficult to predict.

- We have dedicated and continue to dedicate substantial resources in response to COVID-19. We have incurred costs, and expect to continue to incur extended costs in the future in connection with our response to COVID-19, and the cumulative impact of these costs could be material. Among other things, our response to COVID-19 has resulted in higher salary and wage expense, and we have provided, and may provide in the future, substantial financial support to our teammates, which may include relief reimbursement. 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 our expenses and use of personal protective equipment (PPE). These efforts are part of a wider Prepare, Prevent, Respond and Recover protocol that includes operational initiatives such as the redistribution of teammates, machines and supplies across the country as needed, increased investment in and utilization of telehealth capabilities and administration of COVID-19 vaccines. These initiatives have increased our expenses and operational complexity, and also may involve execution and compliance risks.

- The effort and cost needed to procure certain of our equipment and clinical supplies, including PPE, have substantially increased, and we expect these increased costs will continue. Certain of these increased costs may persist due to the overall challenges and disruptions of global supply chains. These global supply chain challenges have impacted the availability of certain of our equipment and clinical supplies. Prolonged strain on global supply chains may result in additional equipment and clinical supply shortages, disruptions, delays or associated price increases that could impact our ability to provide dialysis services or the cost of providing those services, among other things.

- Rulemaking responses to COVID-19 by certain state and federal agencies, including without limitation OSHA and CMS, have also impacted our costs and operations and generated certain compliance risks. These regulations, described in detail in Part I, Item 1. Business of this Form 10-K under the heading "*Government Regulation—COVID-19 Response"* have resulted in increased costs related to, among other things, PPE, fit-testing, paid time off, surveillance testing of our teammates for COVID-19 and other increased obligations with which we must comply. As these requirements are continuing to evolve and develop, at this time we cannot predict the ultimate impact they may have on our business, results of operations, financial condition and cash flows. Compliance with COVID-19-related safety rules and regulations is enforced with sanctions and/or fines, and non-compliance also has the potential for negative publicity or reputational impact. 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 our abilities to offer home dialysis options and expanding our integrated care capabilities.

- We operate in a complex and highly regulated environment, and the novel nature of our COVID-19 response, including, among other things, with respect to waivers of certain regulatory requirements, temporary clinical and operational changes and administration of COVID-19 vaccines, some of which are currently available under emergency use authorizations, as well as our efforts to comply with related evolving rules and regulations may increase our exposure to legal, regulatory and clinical risks. In addition, in the event any of our temporary clinical and operational changes in response to COVID-19 become permanent, it could have an adverse impact on our business to the extent such changes result in increased costs or otherwise negatively impact our operations.

- 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 otherwise, or another event or occurrence adversely impacts the safety of our caregivers or patients (or is alleged to have done so), 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 governmental investigations or legal actions brought by patients, teammates, caregivers or others relating to the safety of our caregivers or patients or alleged exposure 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, and may materially harm our reputation.

- State and local 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.

- 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.

- If general economic conditions deteriorate further 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 foregoing and other continued impacts and disruptions to our business in connection with 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, and in many cases, may lead to impacts that persist even after the pandemic subsides. For additional information related to COVID-19 and its impact on our business, see the discussion in Part I, Item 1. Business of this Form 10-K under the heading "*Human Capital Management*" and in 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, but not limited to, requirements associated with providing and updating certain information about the Medicare or Medicaid entity, as applicable, and its direct and indirect affiliates;
- Section 1115A of the Social Security Act, which, among other things, authorizes the Center for Medicare and Medicaid Innovation (CMMI) to test certain innovation models;
- Fraud waste and abuse laws;
- the 21st Century Cures Act (the Cures Act);
- Federal Acquisition Regulations;
- the Foreign Corrupt Practices Act (FCPA) and similar laws and regulations;
- antitrust and competition laws and regulations;
- laws and regulations related to the corporate practice of medicine;
- laws and regulations regarding the collection, use and disclosure of patient health information (e.g., Health Insurance Portability and Accountability Act of 1996 (HIPAA));
- laws and regulations regarding the storage, handling, shipment, disposal and/or dispensing of pharmaceuticals and blood products and other biological materials; and
- individualized state laws and regulations associated with the operation of our business.

If any of our personnel, representatives or operations are alleged to have violated these or other laws, regulations or requirements, we could experience material harm to our reputation and stock price, and it could impact our relationships and/or contracts related to our business, among other things. If any of our personnel, representatives, or operations are found to violate these or other laws, regulations or requirements, we could suffer additional severe consequences that could have a material adverse effect on our business, results of operations, financial condition and cash flows, 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 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;
- Imposition of corporate integrity agreements, corrective action plans 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;
- Enforcement actions, investigations, or audits by government agencies related to interoperability and related data sharing and access requirements and regulations;
- 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, hospital services and skilled nursing home agreements, real estate leases, value-based care arrangements, clinical incentive programs, payor contracts and consulting or participating provider agreements with physicians, among others; and
- Harm to our reputation, which could negatively impact our business relationships and stock price, our ability to attract and retain patients, physicians and teammates, our ability to obtain financing and our access to new business opportunities, among other things.

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 or repeatedly failed to comply with laws, regulations or requirements that apply to our business. 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 the U.S. healthcare system, among other things. 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 healthcare marketplace continues to evolve as a result of executive, legislative, regulatory and administrative developments and judicial proceedings. These changes shape the landscape for our current dialysis and ancillary businesses as well as for emerging comprehensive and integrated kidney care markets. For example, we have made substantial investments in and dedicated resources to our integrated care business, value-based care initiatives and home-based dialysis business to address the executive order issued in July 2019 (the 2019 Executive Order) that 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, the expanded access to healthcare developed under the Patient Protection and Affordable Care Act and the Health Care Reconciliation Act of 2010, as amended (collectively, the ACA) has been both positively and negatively impacted over time by subsequent legal, regulatory and judicial action. If the ACA is significantly altered or if other reforms limiting access to healthcare are enacted in the future, such changes could impact our business in a number of ways, some of which may be material. For example, any change in CMMI’s authority to implement innovative payment models, as enacted by the ACA, could cause us to lose the substantial investments and resources we have dedicated to those programs. In addition, 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. For additional information on the impact of the COVID-19 pandemic on our share of patients covered by commercial insurance plans, see the risk factor under the heading "*We face various risks related to the dynamic and evolving novel coronavirus pandemic, many of which may have a material adverse impact on us.*" Because our revenue and operating income levels are highly sensitive to the percentage and number of our patients with higher-paying commercial health insurance, any legislative, regulatory or other changes that decrease the accessibility and availability, including the duration, of commercial insurance is likely to have a material adverse impact on our business.

Changes to the political environment may increase the likelihood of regulatory or legislative 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 are described in more detail in Part I, Item 1. Business of this Form 10-K under the heading "*Government Regulation."* 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/or 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, 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. In addition, to the extent that monetary policies or other factors contribute to an increase in inflationary pressures, this may in turn increase our labor and supply costs at a rate that outpaces the Medicare or any other rate increases we may receive. For additional information on the impact of economic conditions or legislative or regulatory changes on the coverage and rates for our services and the percentage or number 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, if the average rates that commercial payors pay us decline, 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 could have a material adverse effect on our business, results of operations, financial condition and cash flows."*

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. 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 developing and maintaining relationships with physicians and hospitals, it could materially adversely affect our business, results of operations, 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 proposed by the Service Employees International Union - United Healthcare Workers West (SEIU) 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 voters rejected this ballot initiative in 2020, we incurred substantial costs to oppose it. On August 25, 2021, SEIU again proposed a California statewide ballot initiative with similar provisions. In the event this proposal becomes eligible for the November 2022 election, we expect to again incur 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 that 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 other states, 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 risks associated with charitable premium assistance for ESRD patients and the potential impact of decreases to the percentage or number 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, if the average rates that commercial payors pay us decline, 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 could have a material adverse effect on our business, results of operations, financial condition and cash flows."*

Among other things, legislation, regulations, regulatory guidance, ballot initiatives and any similar initiatives could 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; 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 or require disclosure of certain pricing and patient responsibility information. 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. The healthcare legislative and regulatory environment is dynamic and evolving, and any such proposed or issued laws, requirements, rules and guidance could impact our business, including as may be described above, and any failure on our part to adequately adjust to any resulting marketplace developments or regulatory compliance requirements, may, among other things, erode our patient base or reimbursement rates and could otherwise 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 of this Form 10-K under the heading "*Government Regulation.*"

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, legal proceedings and/or other actions, including, without limitation, investigations or other actions resulting from our obligation to self-report certain suspected violations of law. Any allegations against us, our personnel or our representatives in such matters may among other things harm our reputation, stock price, and our various business relationships and/or contracts related to our business, and these impacts may be material.

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 developments, 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, harm to our reputation, substantial financial penalties or awards against us, substantial payments made by us, required changes to our business practices, impacts on our various relationships and/or contracts related to our business, 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. In that regard, as further described in Note 16 to the consolidated financial statements included in this report, in the U.S. District Court, District of Colorado in 2021, a grand jury returned an indictment against the Company and its former chief executive officer in the matter of *U.S. v. DaVita Inc., et al*., alleging that purported agreements entered into by DaVita's former chief executive officer not to solicit senior-level employees violate Section 1 of the Sherman Act. 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.

If the number or percentage of patients with higher-paying commercial insurance declines, if the average rates that commercial payors pay us decline, if patients in commercial plans are subject to restriction in plan designs, 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 could 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, 2021 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, and as such our revenue and net income 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. The payments we receive from commercial payors generate nearly all of our profit and all of our nonacute dialysis profits come from commercial payors.

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 number or 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, improved mortality, changes in the patient's or a family member's employment status, 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. 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.

Our arrangements and negotiations with payors also impact the number or percentage of patients with higher-paying commercial insurance. 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. 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 or our relationships with these payors will have a disproportionate impact on us. 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. We continue to experience downward pressure on some of our commercial payment rates as a result of these and other general conditions in the market, including, among other things, as employers shift to less expensive options for medical services, as commercial payors dedicate increased focus on dialysis services. In addition, 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.

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, contract term or termination rights, or if we fail to accurately estimate the price for and manage our medical costs in an effective manner, whether due to inflationary pressures or otherwise, such that the profitability of our commercial or other value-based products are negatively impacted, it could have a material adverse effect on our business, results of operations, financial condition and cash flows. The ultimate result of our negotiations with payors cannot be predicted as they occur in a highly competitive environment and are influenced by those aforementioned marketplace dynamics. Among other things, these negotiations may result in termination or non-renewals of existing agreements, decreases in contracted rates, and reduction in the number of our patients that are covered by commercial plans, and we may not be able to enter into new agreements on competitive terms or at all. 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. In addition, to the extent that these negotiations result in a reduction in the number of our patients covered by commercial plans, it could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Certain payors have 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, and, among other things, have required patients to seek Medicare coverage for ESRD treatments. The U.S. Supreme Court has accepted review of a case evaluating the scope and impact of the Medicare as Secondary Payor Act (MSPA). For additional information on the appeal, see Note 16 to the consolidated financial statements included in this report. If the Court declines to uphold the protections of the MSPA such that more plans seek to implement plan designs that discourage patients from retaining their commercial coverage, it 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 health condition. Many patients with commercial and government insurance also 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. 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 may restrict the ability of dialysis patients to obtain and maintain optimal insurance coverage and 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.

Our negotiations and relationships with payors may also be impacted by legislative or regulatory developments and associated legal rulings. For example, the final rules for the Cures Act, which are described in detail in Part I, Item 1. Business of this Form 10-K under the heading "*Government Regulation—21st Century Cures Act,*" broadened ESRD patient access to certain enhanced benefits offered by MA plans. While these rules increased our MA plan enrollment for ESRD benefits in their first year, the potential ultimate impact of this change in benefit eligibility remains subject to change as market participants continue to adjust to this new regulatory environment. As an example, the removal of objective time and distance standards relating to network adequacy for outpatient dialysis centers for MA plans that was included in the final rules 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 in the event MA plans attempt to use this revision to the rules to limit or restrict their networks. 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 transparency regulations require most group health plans and health insurance issuers in the group and individual markets to make certain pricing and patient responsibility information publicly available. For further detail on these regulations see the discussion in Part I, Item 1. Business of this Form 10-K under the heading "*Government Regulation—Price Transparency Rules.*" While the ultimate impact of these requirements remains uncertain, any changes by group health plans, health insurance issuers in the group and individual markets, or consumer choices resulting from these requirements could have a material adverse impact on our business, results of operations, and financial condition, and our reputation could be materially harmed. 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. For additional details regarding potential legislative or regulatory changes, the specific risks we face in connection with any decrease in payments we receive for services due to, for example, fewer patients being covered under commercial plans or an increase of patients covered under more restrictive commercial plans with lower reimbursement rates, please see Part I, Item 1. Business of this Form 10-K under the heading "*Government Regulation"* and 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.*"

As noted, the foregoing dynamics of our arrangements and negotiations with commercial payors each may have an impact on, among other things, our ability to enter into and maintain contracts with payors with competitive terms, including, without limitation, reimbursement rates, scope and duration of coverage and in-network benefits as well as the number or percentage of our patients with higher-paying commercial insurance. If, as a result of these or other dynamics, we experience a decline in the average rates that commercial payors pay us or a reduction in the number of patients with ESRD coverage under higher-paying commercial plans either in total or relative to the number of patients under government-based programs that pay at lower rates or an increase in the number of patients that are uninsured or underinsured, it could 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 our integrated kidney care and value-based care initiatives, including maintaining our existing business and further developing our capabilities in a complex and highly regulated environment, it could result in a loss of our investments and have a material adverse effect on our growth strategy, could adversely impact our business, results of operations, financial condition and cash flows, and could materially harm our reputation.

Our integrated kidney care business manages patients and coordinates their care through value-based care arrangements with commercial payors and through government programs. We have continued to grow this portion of our business both with commercial payors, including as Medicare Advantage has expanded, and with government programs as CMS and CMMI implement new payment models focused on comprehensive and integrated kidney care. As part of our growth strategy, we have invested and expect to continue to invest substantial resources in the further development of our integrated care business and value-based care initiatives. There can be no assurances that we will be able to successfully implement our strategies with respect to integrated kidney care and value-based care in a complex, evolving and highly competitive and regulated environment, including, among other things, maintaining our existing business; recovering our investments; entering into agreements with payors, physicians, third party vendors and others on competitive terms, as appropriate, that prove actuarially sound; structuring these agreements and arrangements to comply with evolving rules and regulations, including, among other things, rules and regulations related to fraud and abuse and the use of protected health information; and further developing our operational, IT and other capabilities to enable us to provide competitive programs at scale. New entrants are aggressively pursuing opportunities to participate in the new CMMI payment models, and with increasing investment and funding, these new entrants may adopt strategies that increase our costs to participate in these payment models and/or adversely impact our ability to enter into competitive arrangements. 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 developing and maintaining relationships with physicians and hospitals, it could materially adversely affect our business, results of operations, financial condition and cash flows."* If any of these or other of our integrated kidney care and value-based care initiatives are unsuccessful, it could result in a loss of our investments and have a material adverse effect on our growth strategy, could adversely impact our business, results of operations, financial condition and cash flows, and could materially harm our reputation.

In addition, future legislative or regulatory action related to, among other things, integrated kidney care and/or full capitation demonstration for ESRD may impact our ability to provide a competitive and successful integrated care program at scale. There can be no assurances that any other legislation or regulation that aligns with our strategy and investments will be passed into law or enacted, and the ongoing COVID-19 pandemic may delay the progress of such initiatives. Additionally, the ultimate terms and conditions of any such potential legislative or regulatory action remain unclear. For example, our costs of care could exceed our associated reimbursement rates under such legislation. Irrespective of whether such laws are 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 a broad scale, and in the desired time frame. Any failure on our part to adequately implement strategic initiatives to adjust to any marketplace developments resulting from executive, legislative, regulatory or administrative changes could have a material adverse impact on our business. For additional detail on risks associated with operating in a highly regulated environment, 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."* In addition to the above risks, certain risks inherent to implementation of our strategies with respect to integrated kidney care and value-based care initiatives will increase as we work to expand these offerings, including risks related to developing our operational, IT, 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, or failure to adhere to federal and state data sharing and access requirements and regulations, could materially adversely affect our business, results of operations, financial condition, cash flows and reputation.*"

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 18% of our U.S. dialysis patient services revenues for the year ended December 31, 2021, 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 (ETC) mandatory payment model and voluntary payment models included new incentives to encourage dialysis at home. More recently, CMS finalized changes to the ETC model and other regulations to encourage dialysis facilities and healthcare providers to seek to decrease disparities in health equity across racial and socioeconomic status in rates of home dialysis and kidney transplants among ESRD patients. 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 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."* 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, or failure to adhere to federal and state data sharing and access requirements and regulations, could materially adversely affect our business, results of operations, financial condition, cash flows and reputation*."

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 or other marketplace developments, which, among other things, may include regulatory changes with respect to conditions of coverage, in a timely and compliant manner, we may experience a material adverse impact on our growth in home-based dialysis or 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 developing and maintaining relationships with physicians and hospitals, 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, many 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 or 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.

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 or fund 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 for a defined period of time 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 that 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, 2022 in connection with COVID-19 relief related legislation; from April 2022 through June 2022 a 1% sequester cut will be in effect, with a full 2% reduction resuming thereafter). 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 factors 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."*

Primary coverage for a significant number of our patients also 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, such as the VA's adoption of 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 patient services revenues for the year ended December 31, 2021 were generated by the VA. In addition, 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.

Our business is labor intensive and 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 employees; or if union organizing activities or legislative or other changes result in significant increases in our operating costs or decreases in productivity, we may experience disruptions in our business operations and increases in operating expenses, among other things, any of which could have a material adverse effect on our business, results of operations, financial condition, cash flows and reputation.

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 and recent developments in the labor market. As referenced above, the current labor market is challenging and continues to experience volatility, uncertainty and labor supply shortages, particularly in healthcare. Our business is labor intensive, and our financial and operating results have been and continue to be sensitive to variations in labor-related costs, productivity and the number of pending or potential claims against us related to labor and employment practices. We have incurred and expect to continue to incur increased labor costs and experience staffing challenges, including without limitation those related to COVID-19, the extent of which will depend on the severity and duration of the pandemic and ancillary impacts on the economy and labor market, among other things. For additional discussion of the risks facing us related to COVID-19, including, among other things, risks related to the potential impact of vaccine mandates and other pandemic related requirements on us, see the risk factor under the heading "*We face various risks related to the dynamic and evolving novel coronavirus pandemic, many of which may have a material adverse impact on us.*" Additionally, to the extent that general inflationary pressures continue or further increase, this may in turn increase our labor and supply costs at a rate that outpaces the Medicare or any other rate increases we may receive.

We compete for nurses with hospitals and other healthcare providers. The ongoing 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, cash flows and reputation.

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 expect to 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, cash flows and reputation.

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. Requirements under HIPAA also continue to evolve. 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 the European Union, the General Data Protection Regulation (EU 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 EU GDPR, regulatory penalties may be assessed by data protection authorities for up to the greater of 4% of worldwide turnover or €20 million. The United Kingdom has implemented similar legislation (UK GDPR) that may carry similar compliance and operational costs as the EU GDPR, and non-compliance with which carries potential fines of up to the greater of £17.5 million or 4% of global turnover. The costs of compliance with, and other burdens imposed by, the EU GDPR, UK GDPR and other new laws, regulations and policies implementing the EU GDPR and UK GDPR may impact our European and United Kingdom operations and may limit the ways in which we can provide services or use personal data collected while providing services.

Privacy and data protection laws are also evolving nationally, providing for enhanced state privacy rights that are broader than the current federal privacy rights, and may add additional compliance costs and legal risks to our U.S. operations. The costs of compliance with, and the burdens imposed by, these and other new federal and state 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 these and 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 details on the privacy and other regulations affecting our business, see Part I, Item 1. Business of this Form 10-K under the heading "*Government Regulation.*" Scrutiny over cybersecurity standards in the health sector is also increasing, and ongoing developments in this area 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 increasing 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 have attempted to, and will continue to attempt to, circumvent our security systems, and we have in the past, and expect that we will in the future, defend against, experience, and respond to 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, and 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 has increased our remote work arrangements and broadened 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, have intensified. 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 or harms and may not be sufficient to protect us against the amount of all losses.

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, cash flows and could materially harm our reputation.

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 or clinical products 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. We and other dialysis providers have experienced supply chain shortages with respect to certain of our equipment and clinical supplies, such as dialysate, which is the fluid solution used in hemodialysis to filter toxins and fluid from the blood, and we have had to make significant operational changes in response. Separately, the ongoing COVID-19 pandemic also has resulted in global supply chain challenges and has materially impacted global supply chain reliability, as further described in the risk factor under the heading, "*We face various risks related to the dynamic and evolving novel coronavirus pandemic, many of which may have a material adverse impact on us*."

If any of our suppliers do not meet our needs for the products they supply, including, without limitation, in the event of COVID-19 related global supply chain challenges, a product recall, other shortage or dispute, and we are not able to find adequate alternative sources at competitive prices; if we experience material price increases from these suppliers or otherwise in connection with our actions to secure needed products that we are unable to mitigate; 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 negatively impact our ability to effectively provide the services we offer, have a material adverse impact on our business, results of operations, financial condition and cash flows, and could materially harm our reputation. 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.

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. Among other things, 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. For example, in the event that a hypoxia-inducible factor (HIF) product is approved by the FDA 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. While the timing and details of a potential approval, including the contents of the applicable FDA label, remain uncertain, 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, including, among others a new medication that may assist with uraemic pruritus in dialysis patients that was approved in 2021 and may be available to providers and for reimbursement in 2022. 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 in compliance with applicable laws, including those related to controlled substances, could have a material adverse impact on 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."*

If we are unable to compete successfully, including, without limitation, implementing our growth strategy and/or retaining patients and developing and maintaining relationships with physicians and hospitals, it could materially adversely affect our business, results of operations, financial condition and cash flows.

We operate in a highly competitive and continuously evolving environment across the spectrum of kidney care, and operating in this market requires us to successfully execute on strategic initiatives which, among other things, build or retain our patient population through acquisition or referrals, or that develop and maintain our relationships with physicians and hospitals in both the dialysis and pre-dialysis space.

Competition for relationships with certain referral sources, including nephrologists and hospitals, in existing and expanding geographies or areas is intense, and we continue to face intense competition from large and medium-sized providers, among others, which compete directly with us for physicians qualified to serve as medical directors, for limited acquisition targets and for individual patients. 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, for example. Our largest competitor, Fresenius Medical Group, manufactures a full line of dialysis supplies and equipment in addition to owning and operating dialysis centers, which may, among other things, give it cost advantages over us because of its ability to manufacture its own products.

In particular, there is significant competition for maintaining or developing relationships with physicians that can serve as medical directors at our centers. Physicians, including medical directors, choose where they refer their patients, and neither of our current nor former medical directors have an obligation to refer their patients to our centers. Certain 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. Moreover, because Medicare regulations require medical directors for each of our Medicare certified dialysis centers, our ability to operate our centers depends in part on our ability to secure medical director agreements with a sufficient number of nephrologists. 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. If we are unable to contract with nephrologists to provide medical director services, then we may be unable to satisfy the federal Medicare requirements associated with medical directors and to operate 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. 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 not only our ability to operate the center and for other physicians to feel confident in referring patients to our dialysis centers. 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.

In addition, as we continue to expand our offerings across the kidney care continuum, our ability to enter into and maintain integrated kidney care relationships with payors, physicians and other providers may have an impact on dialysis patient retention and the continued referrals of patients from referral sources such as hospitals and nephrologists. This environment is highly competitive and has been evolving. For example, there have been a number of announcements, initiatives and capital raises 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 transformative 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 evolving nature of the 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. As an example, new entrants are aggressively pursuing opportunities to participate in the new CMMI payment models, and increasing investment in and availability of funding to new entrants in the dialysis and pre-dialysis marketplace that are not subject to the same regulatory restrictions as the Company, could adversely impact our ability to enter into competitive arrangements.

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, whether due to the development of innovative technologies or otherwise. 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. While we have continued efforts to seek growth opportunities, such as by expanding our business into various international markets, we face ongoing competition from large and medium-sized providers, among others, for acquisition targets in those markets. Any failure on our part to appropriately adjust our business and operations in light of these complicated marketplace dynamics could have a material adverse effect on our business, results of operations, financial condition and cash flows and could materially harm our reputation.

If we are not able to effectively compete in the markets in which we operate, including by implementing our growth strategy, effectively adjusting our business and operations in light of evolving marketplace dynamics, building or retaining our patient population, maintaining and developing relationships with nephrologists and hospitals, particularly medical director relationships, or 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, the development of innovative technologies or an increase in the number of kidney transplants, it could materially adversely affect our business, results of operations, financial condition and cash flows.

The U.S. ancillary services and strategic initiatives and 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 have added, and expect to continue 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 directly 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, strategic initiatives or international operations are unsuccessful, it may have a negative impact on our business, results of operations, financial condition and cash flows, and if we determine to exit that line of business we may incur significant termination costs. For discussion of risks and potential impacts specific to our integrated kidney care business and related growth strategy, see the risk factor under the heading "*If we are not able to successfully implement our strategy with respect to our integrated kidney care and value-based care initiatives, including maintaining our existing business and further developing our capabilities in a complex and highly regulated environment, it could result in a loss of our investments and have a material adverse effect on our growth strategy, could adversely impact our business, results of operations, financial condition and cash flows, and could materially harm our reputation."*

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 or international operations. 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 and international operations, including, without limitation, in our prior pharmacy businesses.

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 including, among other things, labor cost increases and other general inflationary pressures;

- 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.

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, or failure to adhere to federal and state data sharing and access requirements and regulations could materially adversely affect our business, results of operations, financial condition, cash flows and reputation.

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 expect to continue to make significant investments in updating and integrating our clinical IT systems and in building our data interoperability capabilities. Any failure to adequately comply with these rules may, among other things, result in fines and sanctions, 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; or otherwise have a material adverse effect on our business, financial condition, results of operations and cash flows. 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 ongoing efforts 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 implement ongoing system upgrades or consolidate our information systems to eliminate redundant or obsolete applications, could result in increased legal and compliance risks and competitive disadvantages, among other things, which could have a material adverse effect on our business, financial condition, results of operations and reputation. 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 developing and maintaining relationships with physicians and hospitals, 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 systems, among others, are critical to our billing operations. This includes our systems for our dialysis clinics as well as our systems for our ancillary businesses including hospital services. If there are defects in our billing systems, 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."*

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 control 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 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, 2021, we owned a controlling interest in numerous dialysis-related joint ventures, which represented approximately 28% of our U.S. dialysis revenues for the year ended December 31, 2021. 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.*"

Our aspirations, goals and disclosures related to environmental, social and governance (ESG) matters expose us to numerous risks, including without limitation risks to our reputation and stock price.

We have a longstanding ESG program and have engaged with key stakeholders to develop ESG focus areas and to set ESG-related goals, many of which are aspirational. We have set and disclosed these focus areas, goals and related objectives as part of our continued commitment to ESG matters, but our goals and objectives reflect our current plans and aspirations and are not guarantees that we will be able to achieve them. Our efforts to accomplish and accurately report on these goals and objectives present numerous operational, reputational, financial, legal and other risks, certain of which are outside of our control, and could have, under certain circumstances, a material adverse impact on us, including on our reputation and stock price. Examples of such risks include, among others: the availability and cost of low- or non-carbon-based energy sources and technologies for us and our vendors, evolving regulatory requirements affecting ESG standards, frameworks and disclosures, including evolving standards for measuring and reporting on related metrics, the availability of suppliers that can meet our sustainability and other standards, our ability to recruit, develop and retain diverse talent in our labor markets, and our ability to grow our home based dialysis business.

If our ESG practices do not meet evolving investor or other stakeholder expectations and standards, then our reputation, our ability to attract or retain employees and our attractiveness as an investment, business partner or acquiror could be negatively impacted. Similarly, our failure or perceived failure to adequately pursue or fulfill our goals and objectives or to satisfy various reporting standards within the timelines we announce, or at all, could also have similar negative impacts and expose us to other risks, which under certain circumstances could be material. If we are not able to adequately recognize and respond to the rapid and ongoing developments and governmental and social expectations relating to ESG matters, this failure could result in missed corporate opportunities, additional regulatory, social or other scrutiny of us, the imposition of unexpected costs, or damage to our reputation with governments, patients, teammates, third parties and the communities in which we operate, which in turn could have a material adverse effect on our business, financial condition, cash flows and results of operations and could cause the market value of our common stock to decline.

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 203,100 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 patient services revenues estimating risk to be within 1% of revenues for the segment. If our estimates of U.S. dialysis 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.

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 $4.250 billion aggregate principal amount of senior notes.

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 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, has recommended that U.S. dollar LIBOR be replaced 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 or investments we may make in the future, to repurchase our stock at the levels intended or announced and to meet our other liquidity needs such as for working capital or capital expenditures, 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. Other risks related to our ability to generate sufficient cash to service our indebtedness and for other intended purposes, include, for example:

- increase our vulnerability to general adverse economic and industry conditions;
- 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.

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, there are ongoing discussions domestically regarding tax reforms that could potentially 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.

Deterioration in economic conditions, general inflationary pressures, 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 and general inflationary pressures, 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 a deterioration in economic 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, many 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.*" In addition, to the extent that monetary policies or other factors contribute to an increase in inflationary pressures, this may in turn increase our labor and supply costs at a rate that outpaces the Medicare or any other rate increases we may receive.

Moreover, as of December 31, 2021, we had approximately $7.046 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.

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.

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 civil investigative demands 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 antitrust and competition laws or 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.

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, and own one business office in Washington in the U.S. In addition, our international headquarters is located in the United Kingdom and consists of one leased business office. 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 five outpatient dialysis centers. We also own 16 properties for development, including operating outpatient dialysis centers and properties we hold for sale. 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 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 31, 2022 was $108.37 per share. According to Computershare, our registrar and transfer agent, as of January 31, 2022, there were 7,232 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 2021:

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, 2021	1,229	$	113.54	1,229	$	890,970
November 1-30, 2021	1,517		100.40	1,517	$	738,680
December 1-31, 2021	3,381		104.90	3,381	$	2,383,939
Total	6,127	$	105.52	6,127		

The following table summarizes our repurchases of our common stock during 2021:

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, 2021	2,949	$	109.28	2,949	$	1,607,622
April 1 - June 30, 2021	2,070		116.38	2,070	$	1,366,725
July 1 - September 30, 2021	2,731		123.14	2,731	$	1,030,508
October 1 - December 31, 2021	6,127		105.52	6,127	$	2,383,939
Total	13,877	$	111.41	13,877		

Effective on December 10, 2020, 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 17, 2021, the Board increased the Company's existing authorization by $2.0 billion in additional share repurchasing authority. 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 9, 2022, we have a total of $2.225 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.

This item is no longer required as the Company has adopted the changes to Item 301 of Regulation S-K contained in the Securities and Exchange Commission's Release No. 33-10890.

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, acceptance, impact, administration and efficacy of COVID-19 vaccines, treatments and therapies, the continuing impact on the U.S. and global economies, unemployment and labor market conditions, 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, integrated kidney 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," 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, including, among other things, federal, state and local vaccine mandates or surveillance testing requirements and the extent to which they may ultimately be applicable to us; the pandemic's continuing impact on the U.S. and global economies, unemployment, labor market conditions, inflation and evolving monetary policies; the availability, acceptance, impact and efficacy of COVID-19 vaccines, treatments and therapies; further spread or resurgence of the virus, including as a result of the emergence of new strains of the virus, such as the Delta and Omicron variants; the continuing impact of the pandemic on our revenue and non-acquired growth due to lower treatment volumes; COVID-19's impact on the chronic kidney disease (CKD) population and our patient population including on the mortality of these patients; any potential negative impact on our commercial mix or the number of our patients covered by commercial insurance plans; continued increased COVID-19-related costs; supply chain challenges and disruptions, including with respect to our clinical supplies; and higher salary and wage expense driven in part by labor market conditions and a high demand for our clinical personnel, any of which may also have the effect of heightening many of the other risks and uncertainties discussed below, and in many cases, lead to impacts that persist even after the pandemic subsides;*
- *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 operations; or our making incorrect assumptions about how our patients will respond to any such developments;*
- *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 without limitation 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 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 current presidential administration and congressional majority;*
- *legal and compliance risks, such as our continued compliance with complex, and at times, evolving government regulations and requirements;*
- *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 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 restrictive plan designs, 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;*
- *our ability to successfully implement our strategies with respect to integrated kidney care and value-based care initiatives and home based dialysis in the desired time frame and in a complex, dynamic and highly regulated environment, including, among other things, maintaining our existing business; meeting growth expectations; recovering our investments; entering into agreements with payors, third party vendors and others on terms that are competitive and, as appropriate, prove actuarially sound; structuring operations, agreements and arrangements to comply with evolving rules and regulations; finding, training and retaining appropriate staff; and further developing our integrated care and other capabilities to provide competitive programs at scale;*
- *a reduction in government payment rates under the Medicare End Stage Renal Disease program, state Medicaid or other government-based programs and the impact of the Medicare Advantage benchmark structure;*
- *changes in pharmaceutical practice patterns, reimbursement and payment policies and processes, or pharmaceutical pricing, including with respect to hypoxia inducible factors, among other things;*
- *our ability to develop and maintain relationships with physicians and hospitals, changing affiliation models for physicians, and the emergence of new models of care or other initiatives introduced by the government or private sector that, among other things, may erode our patient base and impact reimbursement rates;*
- *our ability to complete acquisitions, mergers, dispositions, joint ventures or other strategic transactions 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;*
- *our ability to attract, retain and motivate teammates and our ability to manage operating cost increases or productivity decreases whether due to union organizing activities, legislative or other changes, demand for labor, volatility and uncertainty in the labor market, the current challenging labor market conditions, or other reasons;*
- *our aspirations, goals and disclosures related to environmental, social and governance (ESG) matters, including evolving regulatory requirements affecting ESG standards, measurements and reporting requirements; the availability of suppliers that can meet our sustainability standards; and our ability to recruit, develop and retain diverse talent in our labor markets;*
- *continued increased competition from dialysis providers and others, and other potential marketplace changes, including increased investment in and availability of funding to new entrants in the dialysis and pre-dialysis marketplace;*
- *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*
- *the other risk factors, trends and uncertainties 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 our U.S. ancillary services and strategic initiatives and 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 prior 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 2021 benefited from increased revenue, which was primarily due to higher average revenue per treatment in our U.S. dialysis business and acquired growth in our international business. In addition our 2021 financial performance benefited from lower pharmaceutical unit costs and intensity, advocacy costs and COVID-19-related compensation expenses as compared to the prior year. These benefits were partially offset by a decline in treatment volume and increases in compensation expense, including labor costs (both operating and overhead) and health benefits expense.

Drivers of our financial performance in 2021 included the following:

- improved certain key clinical outcomes in our U.S. dialysis business, including exceeding our pre-pandemic level of patients receiving kidney transplants;
- revenue growth of 0.1% in U.S. dialysis and 19.9% in international operations;
- operating income growth of 3.0% in U.S. dialysis and 82.6% in international operations;
- a net increase of 18 international dialysis centers;
- provision of integrated kidney care to 16,000 patients in risk-based integrated care arrangements and an additional 7,000 patients in other integrated care arrangements;
- operating cash flows of $1.931 billion from continuing operations;
- repurchase of 13,877,193 shares of our common stock for aggregate consideration of $1.546 billion, and reduction of our share count by 11.5% year-over-year;
- completion of an unregistered add-on offering of $1 billion aggregate principal amount to the existing 4.625% senior notes due June 1, 2030 (the Additional 2030 Notes); 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 2022, we expect that COVID-19 will continue to impact our business and financial performance though the magnitude of these impacts remains difficult to predict and subject to significant uncertainty due to a number of factors, as described in further detail below under the heading "*COVID-19 and its impact on our business*." On treatment volume, we continue to face pressure primarily driven by the impact of COVID-19 on mortality rates for dialysis patients due to recent surges of infections, which may be further compounded by any future surges, if such surges occur. We anticipate that this pressure also will be magnified by continued slowing industry growth and continued competitive activity in 2022. On reimbursement rate, we expect growth in aggregate, primarily due to the expected net market basket update for Medicare treatments as well as a continuing increase in anticipated Medicare Advantage enrollment due to the 21st Century Cures Act, albeit less than what we experienced in 2021, partially offset by the scheduled resumption of Medicare sequestration later in 2022. On cost, we continue to expect increasing inflationary pressure on wage rates and other costs, increased costs due to the challenging labor market conditions, and an increase in depreciation expenses due to the general release of our new clinical IT platform in 2022, partially offset by continued anticipated savings on pharmaceutical costs. We expect to incur elevated advocacy costs in 2022, in-line with our advocacy costs incurred in 2018 and 2020, respectively. 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 2022. Finally, 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, 2021 compared to December 31, 2020. Our Annual Report on Form 10-K for the year ended December 31, 2020, includes a discussion and analysis of our financial condition and results of operations for the year ended December 31, 2019, 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, the continued impacts and disruptions to our business in connection with 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.

Operational and Financial Impacts

During this time of great and continued challenge, we continue our focus on 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 and initiatives to help safely maintain continuity of care for our patients and help protect our caregivers. For example, we implemented dedicated care shifts for patients with confirmed or suspected COVID-19 and other enhanced clinical practices, including procuring additional equipment and clinical supplies, such as personal protective equipment (PPE). These efforts are part of a wider Prepare, Prevent, Respond and Recover program 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 continued investment in and utilization of telehealth capabilities and the administration of COVID-19 vaccines. We also have maintained business process continuity during the pandemic by enabling most back office teammates to work remotely. We carefully monitor the efficacy of our response protocols and their impact on our operations and strategic priorities as the pandemic continues. Certain temporary changes made in response to the COVID-19 pandemic could become permanent, which could have an adverse impact on our business.

Due in part to these protocols and initiatives, we have incurred costs related to COVID-19 in 2021, and we expect to continue to incur extended costs in the future in connection with our response to COVID-19, and the cumulative impact of these costs could be material. Among other things, our response to COVID-19 has resulted in higher salary and wage expense, and we have provided, and may provide in the future, substantial financial support to our teammates, which may include relief reimbursement. We also continued to experience significant cost inflation on PPE in 2021, though certain other costs related to our COVID-19 response have decreased since the peak of the COVID-19 surge in the fourth quarter of 2020. We believe that the cost of these medical supplies will remain elevated and as our COVID-19 response continues, we expect to continue to incur extended and significant additional costs for these supplies, and we expect that certain of these increased costs may persist due to the overall challenges and disruptions of global supply chains. These global supply chain challenges have impacted the availability of certain of our equipment and clinical supplies. Prolonged strain on global supply chains may result in additional equipment and clinical supply shortages, disruptions, delays or associated price increases that could impact our ability to provide dialysis services or the cost of providing those services, among other things. On the other hand, our COVID-19 response has reduced certain other expenses, such as those related to teammate travel, though it remains uncertain how much of these reductions, if any, will persist after the pandemic subsides and more teammates return to their respective office locations.

Our business is labor intensive and our financial and operating results have been and continue to be sensitive to variations in labor-related costs and productivity. We have historically faced and expect to continue to face costs and difficulties in hiring and retaining caregivers due to a nationwide shortage of skilled clinical personnel. These challenges have been heightened by the increased demand for and demand upon such personnel attributed to the ongoing pandemic. As referenced above, the labor market is challenging and continues to experience volatility, uncertainty and labor supply shortages, particularly in healthcare. In addition, federal and state agencies have announced or released rules relating to COVID-19 vaccination requirements that relate to our teammates, providers and patients. Certain of these regulations are subject to ongoing legal challenge as further described in Part I, Item 1. Business of this Form 10-K under the heading "*Government Regulation—COVID-19 Response"*. The cumulative impact of these mandates, some of which have already gone into effect, contributes further to the volatility and uncertainty in the labor market and may ultimately further exacerbate labor shortages. These conditions have adversely impacted, and may continue to adversely impact, our ability to attract and retain employees, particularly clinical personnel. As part of our efforts in this highly competitive market, we have provided our teammates with additional compensation, among other things. In 2022, we expect to provide our teammates with higher than usual wage increases, which will put additional pressure on our cost structure going forward. We have experienced staffing shortages and disruptions as a result of current labor market conditions and the current Omicron surge, and further staffing shortages or disruptions, if material, could lead to the unplanned closures of certain centers or adversely impact clinical operations, and may otherwise have a material adverse impact on our ability to provide dialysis services or the cost of providing those services, among other things. Prolonged volatility, uncertainty, labor supply shortages and other challenging labor market conditions, including, among other things, due to inflationary pressures or evolving monetary policies, could also have an adverse impact on our ability to execute on our strategic initiatives, and ultimately could have a material adverse impact on our labor costs, results of operations, financial condition and cash flows.

In 2021, treatment volumes reflected continued pressure primarily driven by the ongoing impact of COVID-19 on mortality rates for dialysis patients which has had a negative impact on our patient census. Because ESKD patients may be older than the average American and generally have comorbidities, several of which are risk factors for COVID-19, we believe the mortality rate of infected patients has been higher in the dialysis population than in the general population, and COVID-19 also could impact the CKD population differently. The recent surges associated with the Delta and Omicron variants led to a significant increase in COVID-19 cases in our patient population. At the peak of the most recent surge in January 2022, the new case count was more than two times as high as the peak from winter 2020. While the mortality rate associated with this latest surge preliminarily appears to be lower than in prior surges, it is too early to provide a comprehensive assessment. The fourth quarter of 2021 saw a slight decrease in incremental mortality on an absolute basis compared to the third quarter of 2021. Over the longer term, we believe that changes in mortality in both the CKD and ESKD populations due to COVID-19 will continue to depend primarily on the infection rate, case fatality rate, the age and health status of affected patients, and access to and continued efficacy of vaccinations or other treatments or therapies, as well as willingness to be vaccinated. We expect that the impact of COVID-19 is likely to continue to negatively impact our revenue and non-acquired growth for a period of time even as the pandemic subsides due to the compounding impact of mortalities, among other things. 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. Depending on the ultimate severity and duration of the pandemic, the magnitude of these cumulative impacts could have a material adverse impact on our results of operations, financial condition and cash flows.

In addition, the COVID-19 pandemic and efforts to contain the virus have impacted the global economy, resulting in, among other things, volatility and uncertainty in labor market conditions as noted above. These impacts could ultimately 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. Despite the broader economic conditions in the U.S. for the year ended December 31, 2021, our commercial mix in 2021 slightly improved as compared to our commercial mix in 2020. The ultimate impact of COVID-19 on our commercial mix will depend on future developments that are highly uncertain and difficult to predict.

Federal, State and Local Government Response

The government response to COVID-19 has been wide-ranging and will continue to develop over time. 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, including for example, the COVID-19 vaccine mandates and similar state and local mandates referenced above.

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 have also contracted with the federal government to provide direct administration of COVID-19 vaccines to our patients and teammates at our clinics. Approximately 73% of our patients have received at least one dose of the COVID-19 vaccine and nearly all of our clinical teammates are fully vaccinated or have an exemption. Certain of 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, particularly as it may relate to variants of the virus. 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, or may include the administration of "boosters". As of December 31, 2021, we had administered approximately 217,000 COVID-19 vaccines and boosters due in part to the state and federal vaccine allocations to dialysis providers. Certain state and federal agencies, including the Occupational Safety and Health Administration (OSHA) and CMS, have released requirements, or are in the process of modifying existing requirements associated with the continued protection of employees as it relates to COVID-19. These requirements related to, among other things, initial and booster vaccines, PPE, fit-testing, surveillance testing of our teammates for COVID-19 and other increased obligations with which we must comply may further impact our costs, create operational challenges, negatively impact our ability to attract and retain employees and create a risk of non-compliance if we are not able to successfully implement such 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, our administration of the COVID-19 vaccines, and our efforts to comply with evolving rules and regulations, may increase our exposure to legal, regulatory and clinical risks.

In addition, federal COVID-19 relief legislation suspended the 2% Medicare sequestration from May 1, 2020 through December 31, 2021. The Protecting Medicare and American Farmers from Sequester Cuts Act, signed into law on December 10, 2021, extended the suspension of the 2% Medicare sequestration from December 31, 2021 through March 31, 2022, with 1% Medicare sequestration beginning April 1, 2022 through June 30, 2022 and 2% Medicare sequestration beginning July 1, 2022. While in effect, the suspension of sequestration has significantly increased, and will continue to significantly increase, our revenues.

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 others the ultimate 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, such as the Delta and Omicron variants; COVID-19's impact on the chronic kidney disease (CKD) patient population and our patient population, including on the mortality of these patients; the availability, acceptance, impact and efficacy of COVID-19 vaccines, treatments and therapies; the pandemic’s continuing impact on our revenue and non-acquired growth due to lower treatment volumes, the U.S. and global economies, unemployment, labor market conditions, inflation and monetary policies; the potential negative impact on our commercial mix or the number of patients covered by commercial insurance plans; continued increased COVID-related costs; supply chain challenges and disruptions; the responses of our competitors to the pandemic and related changes in the marketplace; the timing, scope and effectiveness of federal, state and local government responses to the continuing pandemic; and any potential changes to the extensive set of federal, state and local laws, regulations and requirements that govern our business. In many cases, the impact of the pandemic on us may persist even after the pandemic subsidies.

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, many 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. When multiple drivers are identified in the following discussion of results, they are listed in order of magnitude:

	Year ended December 31,		Annual change	
	2021	2020	Amount	Percent
	(dollars in millions)			
Revenues:				
U.S. dialysis	$ 10,667	$ 10,660	$ 7	0.1 %
Other - Ancillary services	1,047	1,053	(6)	(0.6)%
Elimination of intersegment revenues	(95)	(162)	67	41.4 %
Total consolidated revenues	$ 11,619	$ 11,551	$ 68	0.6 %
Operating income (loss):				
U.S. dialysis	$ 1,975	$ 1,918	$ 57	3.0 %
Other - Ancillary services	(66)	(76)	10	13.2 %
Corporate administrative support	(112)	(147)	35	23.8 %
Operating income	$ 1,797	$ 1,695	$ 102	6.0 %
Adjusted operating income (loss):(1)				
U.S. dialysis	$ 1,975	$ 1,918	$ 57	3.0 %
Other - Ancillary services	(66)	(60)	(6)	(10.0)%
Corporate administrative support	(112)	(112)	—	— %
Adjusted operating income	$ 1,797	$ 1,746	$ 51	2.9 %

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

As of December 31, 2021, our U.S. dialysis business is a leading provider of kidney dialysis services, operating 2,815 outpatient dialysis centers serving a total of approximately 203,100 patients, and contracted to provide hospital inpatient dialysis services in approximately 850 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 2021 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 76%, 18% 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 2021, 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 58%, 7% and 3% of our U.S. dialysis patient services revenues, respectively.

On October 29, 2021, CMS issued a final rule to update the ESRD PPS payment rate and policies, as described further above. CMS estimates the final rule will affect ESRD facilities' average reimbursement by a productivity-adjusted market basket increase of 1.9% in 2022. In addition, the Protecting Medicare and American Farmers from Sequester Cuts Act extended the suspension of the 2% Medicare sequestration from December 31, 2021 through March 31, 2022, with 1% Medicare sequestration beginning April 1, 2022 through June 30, 2022 and 2% Medicare sequestration beginning July 1, 2022.

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 factor in Item 1A. Risk Factors under the heading "*If the number or percentage of patients with higher-paying commercial insurance declines, if the average rates that commercial payors pay us decline, if patients in commercial plans are subject to restriction in plan designs, 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 could have a material adverse effect on our business, results of operations, financial condition and cash flows.*"

Effective January 1, 2021, both oral and intravenous forms of calcimimetics were added to the ESRD PPS bundled payment, and as a result our operating income from calcimimetics was more stable in 2021 and will continue to be in the future as compared to the year ended December 31, 2020 under the transitional drug add-on payment adjustment (TDAPA) model. For the year ended December 31, 2020, the oral and intravenous forms of calcimimetics were separately reimbursed through a TDAPA model based on a pass-through rate of the average sales price plus 0%, before sequestration.

Approximately 1% and 4% of our total U.S. dialysis patient services revenues for the years 2021 and 2020, respectively, were associated with the administration of separately-billable physician-prescribed pharmaceuticals, the majority of which relate to the administration of calcimimetics.

We anticipate that we will continue to experience increases in our operating costs in 2022 that may outpace any net Medicare, commercial or other 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, commercial or other payor payment rates. 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 and associated depreciation and amortization 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
- medical supply costs.

Other cost categories that can present significant variability include insurance costs and professional fees. 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 were relatively flat in 2021 compared to 2020. 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 2021, the demand for skilled clinical personnel continued, exacerbated by the nationwide shortage caused by the continuing COVID-19 pandemic on these resources. In 2021 and 2020, we experienced an increase in our clinical labor rates of approximately 3.9% and 3.0%, respectively, consistent with general industry trends. We expect to continue to see higher clinical labor rates in 2022 due to the labor market conditions and the continued competition for skilled clinical personnel. In 2021, our overall clinical teammate retention declined from 2020. We also continue to experience increases in the infrastructure and operating costs of our dialysis centers and general increases in rent and repairs and maintenance. In 2021, we continued to implement certain cost control initiatives to help manage our overall operating costs, including labor productivity and utilities expense, and we expect to continue these initiatives in 2022.

Our U.S. dialysis general and administrative expenses represented 8.7% and 9.0% of our U.S. dialysis revenues in 2021 and 2020, 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 higher advocacy costs in 2022 compared to 2021, continued investment in developing our capabilities and executing on our strategic priorities, among other things.

U.S. dialysis results of operations

Treatment volume:

	Year ended December 31,		Annual change	
	2021	2020	Amount	Percent
Dialysis treatments	29,622,188	30,314,619	(692,431)	(2.3)%
Average treatments per day	94,640	96,667	(2,027)	(2.1)%
Treatment days	313.0	313.6	(0.6)	(0.2)%
Normalized non-acquired treatment growth[1]	(1.9)%	1.0%		(2.9)%

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.

Our U.S. dialysis treatment volume is directly correlated with our operating revenues and expenses. The decrease in our U.S. dialysis treatments was driven by approximately (0.6) fewer treatment days in 2021 compared to 2020 and a decrease in non-acquired treatments, partially offset by acquired treatment growth. Treatment volume in 2021 was negatively impacted by higher mortality and missed treatments than in 2020. We believe the increased mortality rate is largely attributable to the impact of COVID-19 on our patient population.

Revenues:

	Year ended December 31,		Annual change	
	2021	2020	Amount	Percent
	(dollars in millions, except per treatment data)			
Total revenues	$ 10,667	$ 10,660	$ 7	0.1 %
Average patient service revenue per treatment	$ 359.24	$ 350.31	$ 8.93	2.5 %

Certain columns or rows may not sum or recalculate due to the presentation of rounded numbers.

U.S. dialysis revenues were positively impacted by an increase in our average patient service revenue per treatment driven by favorable changes in government mix due to shifts to Medicare Advantage plans, favorable changes in government rate related to increased Medicare base rates in 2021 and the temporary suspension of Medicare sequestration, as well as an increase in commercial mix and hospital inpatient dialysis services revenue per treatment. This was partially offset by changes in our treatment volume, as described above.

Operating expenses and charges:

	Year ended December 31, 2021	2020	Annual change Amount	Percent
	(dollars in millions, except per treatment data)			
Patient care costs	$ 7,153	$ 7,222	$ (69)	(1.0)%
General and administrative[1]	926	958	(32)	(3.3)%
Depreciation and amortization	643	595	48	8.1 %
Equity investment income	(30)	(33)	3	9.1 %
Total operating expenses and charges	$ 8,692	$ 8,742	$ (50)	(0.6)%
Patient care costs per treatment	$ 241.47	$ 238.24	$ 3.23	1.4 %

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 increased primarily due to increases in compensation expenses related to increased wages and health benefit expenses due to lower than normal claims volume in 2020 due to COVID-19, other direct operating expenses associated with our dialysis centers, medical supply expense and insurance expense. These increases were partially offset by decreases in pharmaceutical unit costs and intensity and COVID-19-related compensation expenses, utilities expense driven by our virtual power purchase arrangements and professional fees.

General and administrative expenses. U.S. dialysis general and administrative expenses decreased primarily due to decreases in advocacy costs and contributions to our charitable foundation, partially offset by increases in compensation expenses related to labor costs, health benefit expenses and payroll taxes, as well as increases in professional fees and long-term incentive compensation.

Depreciation and amortization. Depreciation and amortization expense is directly impacted by the number of dialysis centers and the information technology we develop and acquire. U.S. dialysis depreciation and amortization expense increased primarily due to the development of new centers and renovation of existing centers as well as accelerated depreciation for expected center closures.

Equity investment income. U.S. dialysis equity investment income decreased primarily due to a decline in profitability at our nonconsolidated joint ventures due to growth in development of new centers.

Operating income and adjusted operating income

	Year ended December 31, 2021	2020	Annual change Amount	Percent
	(dollars in millions)			
Operating income	$ 1,975	$ 1,918	$ 57	3.0 %
Adjusted operating income[1]	$ 1,975	$ 1,918	$ 57	3.0 %

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 increased compared to 2020 primarily due to an increase in our average patient service revenue per treatment and decreases in pharmaceutical unit costs and intensity, COVID-19-related compensation expenses, advocacy costs, utilities expense, as described above, and contributions to our charitable foundation. These increases to operating income were partially offset by a decrease in dialysis treatments and increases in compensation expense, as described above, other direct operating expenses associated with our dialysis centers, medical supply expense, insurance expense and long-term incentive compensation.

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, 2021, these consisted primarily of our U.S. integrated care and disease management business (DaVita IKC), physician services, and clinical research programs (DaVita Clinical Research), as well as our international operations. These ancillary services, including our international operations, generated revenues of approximately $1.047 billion in 2021, representing approximately 9% of our consolidated revenues.

As of December 31, 2021, DaVita IKC provided integrated care and disease management services to approximately 16,000 patients in risk-based integrated care arrangements and to an additional 7,000 patients in other integrated care arrangements. We also 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 further described in the risk factor in Item 1A. Risk Factors under the heading, "*The ancillary services and strategic initiatives and 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, strategic initiatives or our international operations are unsuccessful, it may have a negative impact on our business, results of operations, financial condition and cash flows, and if we determine to exit that line of business we may incur significant termination costs. For discussion of risks and potential impacts specific to our integrated kidney care business and related growth strategy, see the risk factor under the heading *"If we are not able to successfully implement our strategy with respect to our integrated kidney care and value-based care initiatives, including maintaining our existing business and further developing our capabilities in a complex and highly regulated environment, it could result in a loss of our investments and have a material adverse effect on our growth strategy, could adversely impact our business, results of operations, financial condition and cash flows, and could materially harm our reputation."* 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.

As of December 31, 2021, our international dialysis business owned or operated 339 outpatient dialysis centers located in ten countries outside of the U.S. For 2021, total revenues generated from our international operations were approximately 6% of our consolidated revenues.

Ancillary services results of operations

	Year ended December 31,		Annual change	
	2021	2020	Amount	Percent
	(dollars in millions)			
Revenues:				
U.S. ancillary	$ 371	$ 489	$ (118)	(24.1)%
International	676	564	112	19.9 %
Total ancillary services revenues	$ 1,047	$ 1,053	$ (6)	(0.6)%
Operating (loss) income:				
U.S. ancillary	$ (108)	$ (99)	$ (9)	(9.1)%
International[1]	42	23	19	82.6 %
Total ancillary services loss	$ (66)	$ (76)	$ 10	13.2 %
Adjusted operating (loss) income[2]:				
U.S. ancillary	$ (108)	$ (83)	$ (25)	(30.1)%
International[1]	42	23	19	82.6 %
Total adjusted operating loss:	$ (66)	$ (60)	$ (6)	(10.0)%

Certain columns or rows may not sum or recalculate due to the presentation of rounded numbers.

(1) The reported operating income and adjusted operating income for the years ended December 31, 2021 and December 31, 2020, includes foreign currency gains (losses) embedded in equity method income recognized from our APAC joint venture of approximately $3 million and $(3) million, respectively.

(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 decreased due to a decrease in revenues at our integrated care and disease management business primarily due to a reduction in members in our special needs plans, as well as a decrease in revenues related to completion of our ESCO programs in the first quarter of 2021 and decreased revenues related to the sale of our vascular access business, RMS Lifeline, Inc. (Lifeline), as described below, partially offset by an increase in revenues in our physician services business. 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.

Operating loss and adjusted operating loss:

Our U.S. ancillary services operating loss and adjusted operating loss were impacted by the sale of Lifeline, as described above. These losses were also impacted by a decline in operating results at our integrated care and disease management business due to increased investments to build up our integrated care support function, partially offset by a one-time non-recurring benefit received in the fourth quarter, improved performance at our physicians services business and decreased expenses in our clinical research business. International operating results increased primarily due to acquisition-related growth in our international business.

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 decreased $35 million primarily driven by accruals for legal matters, as described above, as well as a decrease in severance accruals associated with our senior executive leadership transition in 2020, partially offset by increased legal fees in 2021.

Corporate-level charges

	Year ended December 31,		Annual change	
	2021	2020	Amount	Percent
	(dollars in millions)			
Debt expense	$ 285	$ 304	$ (19)	(6.3)%
Debt prepayment, refinancing and redemption charges	$ —	$ 89	$ (89)	
Other income, net	$ 6	$ 17	$ (11)	(64.7)%
Effective income tax rate	20.2 %	23.8 %		(3.6)%
Effective income tax rate from continuing operations attributable to DaVita Inc.(1)	23.8 %	28.6 %		(4.8)%
Net income attributable to noncontrolling interests	$ 233	$ 221	$ 12	5.4 %

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 overall weighted average effective interest rate on our debt, including a reduction in the LIBOR component of the interest rate on debt under our senior secured credit facilities and the repricing of our Term Loan B-1 as well as the refinancing our 5.125% senior notes and 5.0% senior notes with lower cost debt, partially offset by additional debt expense associated with the Additional 2030 Notes offering completed in February 2021. Our overall weighted average effective interest rate in 2021 was 3.28% compared to 3.59% in 2020. See Note 13 to the consolidated financial statements for further information on the components of our debt and changes in them since 2020.

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. 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 primarily due to losses on certain investments that began trading in public markets during the second quarter of 2021 and a decrease in interest income on our holdings of cash and cash equivalents in 2021. These decreases were partially offset by a reduction in foreign currency transaction losses.

Provision for income taxes

The effective income tax rate and effective income tax rate from continuing operations attributable to DaVita Inc. decreased in 2021 primarily due to an increase in tax benefits from stock-based compensation deductions, reductions in nondeductible advocacy spending in 2021 and deferred tax benefits recognized with respect to our foreign provision which were partially offset by re-measurement of our federal deferred taxes in 2021. Additionally we recognized a benefit for a favorable settlement reached with state tax authorities which was partially offset by an accrual for our federal uncertain tax positions.

Net income attributable to noncontrolling interests

The increase in income attributable to noncontrolling interests in 2021 compared to 2020 was due to improved earnings at certain U.S. dialysis partnerships.

Accounts receivable

Our consolidated accounts receivable balances at December 31, 2021 and December 31, 2020 were $1.958 billion and $1.824 billion, respectively, representing approximately 62 days and 59 days of revenue (DSO), respectively. The increase in consolidated DSO was primarily due to an increase of two days of DSO in our U.S. dialysis business primarily due to temporary billing holds. Our DSO calculation is based on the most recent quarter's average revenues per day. There were no significant changes during 2021 from 2020 in the carrying amount of accounts receivable outstanding over one year old or in the amounts pending approval from third-party payors.

As of December 31, 2021 and 2020, our patient services accounts receivable balances that are more than six months old represents approximately 16% and 17%, respectively of our total accounts receivable balances outstanding. Substantially all revenue realized is from government and commercial payors, as discussed above. Less than 1% of our revenues in both periods were classified as patient pay.

Amounts pending approval from third-party payors associated with Medicare bad debt claims as of December 31, 2021 and 2020, other than the standard monthly billing, consisted of approximately $133 million and $154 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	
	2021	2020	Amount	Percent
	(dollars in millions)			
Net cash provided by operating activities:				
Net income	$ 1,212	$ 995	$ 217	21.8 %
Non-cash items in net income	860	1,089	(229)	(21.0)%
Other working capital changes	(108)	(78)	(30)	(38.5)%
Other	(33)	(26)	(7)	(26.9)%
	$ 1,931	$ 1,979	$ (48)	(2.4)%
Net cash used in investing activities:				
Capital expenditures:				
Routine maintenance/IT/other	$ (421)	$ (399)	$ (22)	(5.5)%
Development and relocations	(220)	(275)	55	20.0 %
Acquisition expenditures	(187)	(182)	(5)	(2.7)%
Proceeds from sale of self-developed properties	56	93	(37)	(39.8)%
DMG post-closing sale proceeds adjustment	—	(47)	47	100.0 %
Other	(12)	(15)	3	20.0 %
	$ (785)	$ (825)	$ 40	4.8 %
Net cash used in financing activities:				
Debt issuances (payments), net	$ 754	$ (64)	$ 818	1,278.1 %
Deferred financing and debt redemption costs	(9)	(106)	97	91.5 %
Distributions to noncontrolling interests	(244)	(253)	9	3.6 %
Contributions from noncontrolling interests	32	43	(11)	(25.6)%
Stock award exercises and other share issuances	(60)	(1)	(59)	(5,900.0)%
Share repurchases	(1,539)	(1,458)	(81)	(5.6)%
Other	(17)	(8)	(9)	(112.5)%
	$ (1,083)	$ (1,847)	$ 764	41.4 %
Total number of shares repurchased	13,877,193	16,477,378	(2,600,185)	(15.8)%
Free cash flow[(1)]	$ 1,133	$ 1,188	$ (55)	(4.6)%

Certain columns or rows may not sum or recalculate due to the presentation of rounded numbers.

(1) For a reconciliation of our free cash flow, see the "Reconciliations of Non-GAAP measures" section below.

Consolidated cash flows

Consolidated cash flows from operating activities for 2021 and 2020 were $1,931 million and $1,979 million, respectively. The decrease in cash flow from continuing operations was primarily driven by an increase in total DSO of approximately three days for 2021 compared to an increase of one day in 2020, combined with the net legal settlement payment partially offset by a decrease in cash interest paid.

Cash flows used for investing activities in 2021 decreased $40 million compared to 2020 primarily due to the final settlement payment made for the DMG sale in 2020, as well as a decrease in capital expenditures related to development partially offset by a reduction in proceeds from sale of assets. See below for additional information regarding the growth in our dialysis centers.

Cash flows used in financing activities decreased $764 million in 2021 compared to 2020. Significant sources of cash during 2021 included proceeds from the issuance of $1,000 million in aggregate principal amount of the Additional 2030 Notes as an add-on offering to our 4.625% senior notes due 2030 that were issued at an offering price of 101.750% of face amount in February 2021. Significant uses of cash during 2021 primarily consisted of the repayment in full of borrowings under our revolving line of credit, net payments of regularly scheduled mandatory principal payments under our senior secured credit facilities totaling approximately $88 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 $9 million.

See further discussion in Note 13 to the consolidated financial statements related to debt financing activities. In addition, during the year ended December 31, 2021 we used cash to repurchase 13,877,193 shares of our common stock.

By comparison, in 2020 debt activity primarily consisted of 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. For the year ended December 31, 2020 we used cash to repurchase 16,477,378 shares of our common stock.

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 $2.3 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	
	2021	**2020**	**2021**	**2020**
Number of centers operated at beginning of year	2,816	2,753	321	259
Acquired centers	19	8	17	66
Developed centers	42	81	7	5
Net change in non-owned managed or administered centers[(1)]	3	—	—	(6)
Sold and closed centers[(2)]	(11)	(6)	(5)	—
Closed centers[(3)]	(54)	(20)	(1)	(3)
Number of centers operated at end of year	2,815	2,816	339	321

(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, 2021 and 2020:

	Year ended December 31,	
	2021	2020
	(dollars in millions and shares in thousands, except per share data)	
Open market repurchases		
Shares	13,877	8,495
Amounts paid	$ 1,546	$ 742
Average paid per share	$ 111.41	$ 87.32
Tender offer[(1)]		
Shares	—	7,982
Amounts paid	$ —	$ 705
Average paid per share	$ —	$ 88.32
Total		
Shares	13,877	16,477
Amounts paid	$ 1,546	$ 1,447
Average paid per share	$ 111.41	$ 87.80

(1) The aggregate amounts paid for shares repurchased pursuant to our tender offer for our shares during the year ended December 31, 2020, include its clearing price of $88.00 per share plus related fees and expenses of $2.5 million.

Subsequent to December 31, 2021, we have repurchased 1,437,107 shares of our common stock for $159 million at an average cost of $110.73 per share through February 9, 2022. We retired all shares of common stock held in treasury effective December 31, 2021 and December 31, 2020.

See further discussion of our share repurchase activity and authorizations in Note 19 to the consolidated financial statements.

Available liquidity

As of December 31, 2021, our cash balance was $462 million and we held approximately $22 million in short-term investments. At that time we also had an undrawn $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 thereunder, of which there were none as of December 31, 2021. As of December 31, 2021 we separately had approximately $69 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. 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, 2021					
		Ancillary services				
	U.S. dialysis	U.S.	International	Total	Corporate administration	Consolidated
	(dollars in millions)					
Operating income (loss)	$ 1,975	$ (108)	$ 42	$ (66)	$ (112)	$ 1,797
Adjusted operating income (loss)	$ 1,975	$ (108)	$ 42	$ (66)	$ (112)	$ 1,797

Certain columns or rows may not sum or recalculate due to the presentation of rounded numbers.

	Year ended December 31, 2020					
		Ancillary services				
	U.S. dialysis	U.S.	International	Total	Corporate administration	Consolidated
	(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,	
	2021	2020
	(dollars in millions)	
Income from continuing operations before income taxes	$ 1,518	$ 1,318
Less: Noncontrolling owners' income primarily attributable to non-tax paying entities	(234)	(222)
Income from continuing operations before income taxes attributable to DaVita Inc.	$ 1,284	$ 1,097
Income tax expense for continuing operations	$ 307	$ 314
Income tax attributable to noncontrolling interests	(1)	(1)
Income tax expense from continuing operations attributable to DaVita Inc.	$ 306	$ 313
Effective income tax rate on income from continuing operations attributable to DaVita Inc.	23.8 %	28.6 %

Certain columns or rows may not sum or recalculate due to the presentation of rounded numbers.

	Year ended December 31,	
	2021	2020
	(dollars in millions)	
Net cash provided by operating activities	$ 1,931	$ 1,979
Adjustments to reconcile net cash provided by continuing operating activities to free cash flow from continuing operations:		
Distributions to noncontrolling interests	(244)	(253)
Contributions from noncontrolling interests	32	43
Expenditures for routine maintenance and information technology	(421)	(399)
Expenditures for development	(220)	(275)
Proceeds from sale of self-developed properties	56	93
Free cash flow	$ 1,133	$ 1,188

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 cash contractual obligations and commitments as of December 31, 2021:

	2022	2023-2024	2025-2026	Thereafter	Total
			(dollars in millions)		
Debt and leases:					
Long-term debt[1]:					
Principal payments	$ 155	$ 1,589	$ 2,633	$ 4,289	$ 8,666
Interest payments on credit facilities and senior notes	258	503	446	698	1,905
Financing leases[2]	24	54	60	161	299
Operating leases, including imputed interest[2]	494	974	775	1,294	3,537
	$ 931	$ 3,120	$ 3,914	$ 6,442	$ 14,407
Partnership interests subject to put provisions:[3]					
On-balance sheet:					
Noncontrolling interests subject to put provisions	1,150	151	64	70	1,435
Off-balance sheet:					
Non-owned and minority owned put provisions	117	5			122
	$ 1,267	$ 156	$ 64	$ 70	$ 1,557

(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.

(3) Represents amounts for which we are contractually committed, should the outside partner exercise its put option.

As of December 31, 2021 we have outstanding letters of credit in the aggregate amount of $69 million under a separate bilateral secured letter of credit facility.

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, we 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.

As of December 31, 2021 we have outstanding purchase 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, we are required to pay the difference to the supplier. For additional information see Note 17 to the consolidated financial statements.

We also have certain potential commitments to provide working capital funding, if necessary, to certain nonconsolidated dialysis businesses that we manage and in which we own a noncontrolling equity interest or which are wholly-owned by third parties. For additional information see Note 17 to the consolidated financial statements.

Additionally, we expect our 2022 capital expenditures to be in alignment with 2021 capital expenditures.

In addition, we have approximately $88 million of existing income tax liabilities for unrecognized tax benefits, including interest, penalties and other long-term tax liabilities. We expect a significant portion of these settlements to be paid in 2022.

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, fair value estimates for goodwill and noncontrolling interests, accounting for income taxes, 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. The measurement and recognition of revenue requires 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 203,100 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.

Certain fair value estimates. Fair value measurements and estimates affect, or potentially affect, a variety of elements in the Company's financial statements. Two of the elements most significantly impacted by fair value estimates are the Company's goodwill impairment assessments and remeasurements of its noncontrolling interests subject to put provisions balance.

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 for businesses subject to goodwill impairment assessment. However, these assessments and the related valuations can involve significant uncertainties and require significant judgment on various matters. See Note 10 to the consolidated financial statements for a sensitivity summary on the Company's reporting units considered at risk of goodwill impairment as of December 31, 2021.

The Company is also required to remeasure its noncontrolling interests subject to put provisions to estimated fair value each reporting period. These estimates also require substantive judgment on meaningful uncertainties concerning this significant balance. See Notes 17 and 24 to the consolidated financial statements for a summary of the Company's approach to these valuations, the variables and uncertainties involved, and the sensitivity of these valuations to changes in a primary aggregate valuation metric.

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.

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 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.

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, 2021. 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, 2021. The Term Loan A interest rate margin in effect at December 31, 2021, was 1.50%. At December 31, 2021, the Term Loan B-1 interest rate margin in effect was 1.75%. 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								
	2022	2023	2024	2025	2026	Thereafter	Total	Average interest rate	Fair value[1]
	(dollars in millions)								
Long term debt:									
Fixed rate	$ 35	$ 40	$ 31	$ 32	$ 42	$ 4,447	$ 4,627	4.44 %	$ 4,363
Variable rate	$ 144	$ 178	$ 1,394	$ 36	$ 2,583	$ 3	$ 4,338	2.20 %	$ 4,336

(1) Represents the fair value of our long-term debt excluding financing leases.

	Notional amount	Contract maturity date					Receive variable	Fair value
		2022	2023	2024	2025	2026		
	(dollars in millions)							
2019 interest rate cap agreements	$ 3,500	$ —	$ —	$ 3,500	$ —	$ —	LIBOR above 2.0%	$ 12.2

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* 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 $33.8 million, $34.8 million, and $32.4 million, net of tax, for the years ended December 31, 2021, 2020, and 2019, 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 2021, our international operations have remained fairly small relative to the size of our consolidated financial statements, constituting approximately 9% of our consolidated assets and approximately 6% of our consolidated revenues for the year ended December 31, 2021, with no single country constituting more than 3% of consolidated assets. In addition, our unrealized foreign currency translation losses were approximately 5%, 0.4%, and 1% of our consolidated operating income for the years ended December 31, 2021, 2020 and 2019.

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, 2021, 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, 2021. 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 2021 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

Item 9B. Other Information.

None.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections.

Not applicable.

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 2022 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 2022 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 2022 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, 2021, 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	9,743	$ 64.66	13,658	23,401
Equity compensation plans not requiring shareholder approval	—	—	—	—
Total	9,743	$ 64.66	13,658	23,401

(1) Includes 829 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 2022 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 2022 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 2022 annual stockholder meeting.

PART IV

Item 15. Exhibits, Financial Statement Schedules.

(a) Documents filed as part of this Report:

(1) Index to Financial Statements:

(2) Index to Financial Statement Schedules:

(3) Exhibits

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, 2021.

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, 2021 and 2020, 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, 2021, 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, 2021 and 2020, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2021, 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, 2021, 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 11, 2022 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

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 $10,642 million in U.S. dialysis patient service revenue for the year ended December 31, 2021. 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 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 the estimate to U.S. dialysis patient service revenue recorded by the Company for the year ended December 31, 2021.

Evaluation of legal proceedings and regulatory matters

As discussed in Note 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 11, 2022

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, 2021, 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, 2021, 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, 2021 and 2020, 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, 2021, and the related notes and financial statement Schedule II - Valuation and Qualifying Accounts (collectively, the consolidated financial statements), and our report dated February 11, 2022 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 11, 2022

DAVITA INC.
CONSOLIDATED STATEMENTS OF INCOME
(dollars and shares in thousands, except per share data)

	Year ended December 31,		
	2021	2020	2019
Dialysis patient service revenues	$ 11,213,515	$ 11,026,251	$ 10,896,706
Other revenues	405,282	524,353	491,773
Total revenues	11,618,797	11,550,604	11,388,479
Operating expenses:			
Patient care costs	7,972,414	7,988,613	7,914,485
General and administrative	1,195,335	1,247,584	1,103,312
Depreciation and amortization	680,615	630,435	615,152
Equity investment income, net	(26,937)	(26,916)	(12,679)
Goodwill impairment charges	—	—	124,892
Loss on changes in ownership interest, net	—	16,252	—
Total operating expenses	9,821,427	9,855,968	9,745,162
Operating income	1,797,370	1,694,636	1,643,317
Debt expense	(285,254)	(304,111)	(443,824)
Debt prepayment, refinancing and redemption charges	—	(89,022)	(33,402)
Other income, net	6,378	16,759	29,348
Income from continuing operations before income taxes	1,518,494	1,318,262	1,195,439
Income tax expense	306,732	313,932	279,628
Net income from continuing operations	1,211,762	1,004,330	915,811
Net (loss) income from discontinued operations, net of tax	—	(9,653)	105,483
Net income	1,211,762	994,677	1,021,294
Less: Net income attributable to noncontrolling interests	(233,312)	(221,035)	(210,313)
Net income attributable to DaVita Inc.	$ 978,450	$ 773,642	$ 810,981
Earnings per share attributable to DaVita Inc.:			
Basic net income from continuing operations	$ 9.30	$ 6.54	$ 4.61
Basic net income	$ 9.30	$ 6.46	$ 5.29
Diluted net income from continuing operations	$ 8.90	$ 6.39	$ 4.60
Diluted net income	$ 8.90	$ 6.31	$ 5.27
Weighted average shares for earnings per share:			
Basic shares	105,230	119,797	153,181
Diluted shares	109,948	122,623	153,812
Amounts attributable to DaVita Inc.:			
Net income from continuing operations	$ 978,450	$ 783,295	$ 706,832
Net (loss) income from discontinued operations	—	(9,653)	104,149
Net income attributable to DaVita Inc.	$ 978,450	$ 773,642	$ 810,981

See notes to consolidated financial statements.

DAVITA INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(dollars in thousands)

	Year ended December 31,		
	2021	2020	2019
Net income	$ 1,211,762	$ 994,677	$ 1,021,294
Other comprehensive loss, net of tax:			
Unrealized gains (losses) on interest rate cap agreements:			
Unrealized gains (losses)	7,155	(16,346)	1,151
Reclassification into net income	4,133	5,313	6,377
Unrealized losses on foreign currency translation	(84,381)	(7,623)	(20,102)
Other comprehensive loss	(73,093)	(18,656)	(12,574)
Total comprehensive income	1,138,669	976,021	1,008,720
Less: Comprehensive income attributable to noncontrolling interests	(233,312)	(221,035)	(210,313)
Comprehensive income attributable to DaVita Inc.	$ 905,357	$ 754,986	$ 798,407

See notes to consolidated financial statements.

DAVITA INC.
CONSOLIDATED BALANCE SHEETS
(dollars and shares in thousands, except per share data)

	December 31, 2021	December 31, 2020
ASSETS		
Cash and cash equivalents	$ 461,900	$ 324,958
Restricted cash and equivalents	93,060	176,832
Short-term investments	22,310	20,101
Accounts receivable	1,957,583	1,824,282
Inventories	107,428	111,625
Other receivables	427,321	544,376
Prepaid and other current assets	72,517	76,387
Income tax receivable	25,604	70,163
Total current assets	3,167,723	3,148,724
Property and equipment, net of accumulated depreciation	3,479,972	3,521,824
Operating lease right-of-use assets	2,824,787	2,863,089
Intangible assets, net of accumulated amortization	177,693	166,585
Equity method and other investments	238,881	257,491
Long-term investments	49,514	32,193
Other long-term assets	136,677	79,501
Goodwill	7,046,241	6,919,109
	$ 17,121,488	$ 16,988,516
LIABILITIES AND EQUITY		
Accounts payable	$ 402,049	$ 434,253
Other liabilities	709,345	810,529
Accrued compensation and benefits	659,960	685,555
Current portion of operating lease liabilities	394,357	369,497
Current portion of long-term debt	179,030	168,541
Income tax payable	53,792	7,768
Total current liabilities	2,398,533	2,476,143
Long-term operating lease liabilities	2,672,713	2,738,670
Long-term debt	8,729,150	7,917,263
Other long-term liabilities	119,158	150,060
Deferred income taxes	830,954	809,600
Total liabilities	14,750,508	14,091,736
Commitments and contingencies		
Noncontrolling interests subject to put provisions	1,434,832	1,330,028
Equity:		
Preferred stock ($0.001 par value, 5,000 shares authorized; none issued)		
Common stock ($0.001 par value, 450,000 shares authorized; 97,289 and 109,933 shares issued and outstanding at December 31, 2021, and 2020, respectively)	97	110
Additional paid-in capital	540,321	597,073
Retained earnings	354,337	852,537
Accumulated other comprehensive loss	(139,247)	(66,154)
Total DaVita Inc. shareholders' equity	755,508	1,383,566
Noncontrolling interests not subject to put provisions	180,640	183,186
Total equity	936,148	1,566,752
	$ 17,121,488	$ 16,988,516

See notes to consolidated financial statements.

DAVITA INC.
CONSOLIDATED STATEMENTS OF CASH FLOW
(dollars in thousands)

	Year ended December 31,		
	2021	2020	2019
Cash flows from operating activities:			
Net income	$ 1,211,762	$ 994,677	$ 1,021,294
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	680,615	630,435	615,152
Impairment charges	—	—	124,892
Debt prepayment, refinancing and redemption charges	—	86,957	33,402
Stock-based compensation expense	102,209	91,458	67,850
Deferred income taxes	60,483	240,848	41,723
Equity investment loss, net	5,215	13,830	8,582
Loss on sales of business interests, net	—	24,248	23,022
Other non-cash charges, net	11,231	747	49,579
Changes in operating assets and liabilities, net of effect of acquisitions and divestitures:			
Accounts receivable	(138,140)	(21,087)	(79,957)
Inventories	5,720	(12,349)	10,158
Other receivables and prepaid and other current assets	128,661	(79,277)	2,790
Other long-term assets	(26,387)	(6,123)	6,965
Accounts payable	(30,320)	37,200	(84,539)
Accrued compensation and benefits	(16,717)	(20,931)	(14,697)
Other current liabilities	(93,645)	105,637	181,940
Income taxes	36,921	(87,391)	95,645
Other long-term liabilities	(6,732)	(19,851)	(31,446)
Net cash provided by operating activities	1,930,876	1,979,028	2,072,355
Cash flows from investing activities:			
Additions of property and equipment	(641,465)	(674,541)	(766,546)
Acquisitions	(187,050)	(182,013)	(100,861)
Proceeds from asset and business sales	61,464	50,139	3,877,392
Purchase of debt investments held-to-maturity	(30,849)	(150,701)	(101,462)
Purchase of other debt and equity investments	(2,987)	(3,757)	(5,458)
Proceeds from debt investments held-to-maturity	15,849	151,213	95,376
Proceeds from sale of other debt and equity investments	12,030	3,491	3,676
Purchase of equity method investments	(13,924)	(22,341)	(9,366)
Distributions from equity method investments	2,944	3,139	2,589
Other	(745)	—	—
Net cash (used in) provided by investing activities	(784,733)	(825,371)	2,995,340
Cash flows from financing activities:			
Borrowings	1,615,370	4,046,775	38,525,850
Payments on long-term debt	(861,115)	(4,110,304)	(40,520,722)
Deferred financing and debt redemption costs	(9,091)	(105,848)	(85,319)
Purchase of treasury stock	(1,538,626)	(1,458,442)	(2,383,816)
Distributions to noncontrolling interests	(244,033)	(253,118)	(233,123)
Net payments related to stock purchases and awards	(60,001)	(975)	11,382
Contributions from noncontrolling interests	31,754	42,966	57,317
Proceeds from sales of additional noncontrolling interest	2,880	—	—
Purchases of noncontrolling interests	(20,104)	(7,831)	(68,019)
Net cash used in financing activities	(1,082,966)	(1,846,777)	(4,696,450)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(10,007)	(13,808)	(1,760)
Net increase (decrease) in cash, cash equivalents and restricted cash	53,170	(706,928)	369,485
Less: Net decrease in cash, cash equivalents and restricted cash from discontinued operations	—	—	(423,813)
Net increase (decrease) in cash, cash equivalents and restricted cash from continuing operations	53,170	(706,928)	793,298
Cash, cash equivalents and restricted cash of continuing operations at beginning of the year	501,790	1,208,718	415,420
Cash, cash equivalents and restricted cash of continuing operations at end of the year	$ 554,960	$ 501,790	$ 1,208,718

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, 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
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

DAVITA INC.
CONSOLIDATED STATEMENTS OF EQUITY - continued
(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, 2020	$ 1,330,028	109,933	$ 110	$ 597,073	$ 852,537	—	$ —	$ (66,154)	$ 1,383,566	$ 183,186
Comprehensive income:										
Net income	160,359				978,450				978,450	72,953
Other comprehensive income								(73,093)	(73,093)	
Stock purchase plan		203	—	19,626					19,626	
Stock award plans		1,030	1	(80,642)					(80,641)	
Stock-settled stock-based compensation expense				100,714					100,714	
Changes in noncontrolling interest from:										
Distributions	(159,259)									(84,774)
Contributions	22,672									9,082
Acquisitions and divestitures	5,903			(264)					(264)	1,250
Partial purchases	(588)			(13,853)					(13,853)	(1,057)
Fair value remeasurements	75,717			(75,717)					(75,717)	
Purchase of treasury stock						(13,877)	(1,546,016)		(1,546,016)	
Retirement of treasury stock		(13,877)	(14)	(69,352)	(1,476,650)	13,877	1,546,016		—	
Deferred taxes from partnership buyouts				62,736					62,736	
Balance at December 31, 2021	$ 1,434,832	97,289	$ 97	$ 540,321	$ 354,337	—	$ —	$ (139,247)	$ 755,508	$ 180,640

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 U.S. ancillary services and strategic initiatives and its international operations (collectively, its ancillary services), as well as 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 or end stage kidney disease (ESRD or ESKD). As of December 31, 2021, the Company operated or provided administrative services through a network of 2,815 U.S. outpatient dialysis centers in 46 states and the District of Columbia, serving a total of approximately 203,100 patients. In addition, as of December 31, 2021, the Company operated or provided administrative services to a total of 339 outpatient dialysis centers serving approximately 39,900 patients located in ten countries outside of the U.S.

On June 19, 2019, the Company completed the sale of its prior 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 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

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.

Medicare Advantage revenues are reimbursed at negotiated contract rates that are generally higher than Medicare fee-for-service rates, but which generally have a slower payment frequency than Medicare fee-for-service payments. Medicare Advantage revenues are subject to meaningful estimating risk based on factors similar to those described for commercial health plans below.

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 revenues earned by the Company's non-dialysis ancillary services as well as fees for management and administrative services to outpatient dialysis businesses that the Company does not consolidate. Other revenues are estimated in the period services are provided.

The Company's U.S. ancillary service revenues include revenues earned under risk-based arrangements in the Company's integrated care and disease management business, including value-based care (VBC) arrangements. Under its VBC arrangements, the Company assumes full or shared financial risk for the total medical cost of care for patients below or above a benchmark. The benchmarks against which the Company incurs profit or loss on these contracts are typically based on the underlying premiums paid to the insuring entity (our counterparty), with adjustments where applicable, or on trended and adjusted medical cost targets.

For some of the Company's risk-based arrangements (such as its special needs plans), the Company acts as a principal with respect to all medical services provided to the patient by effectively hosting or sponsoring the entire arrangement, and as a result recognizes revenue and expense for all medical services provided to covered patients. However, for most of its VBC arrangements, the Company provides health monitoring and care coordination services to patients but does not control or direct the medical services that patients receive from third party providers. As a result, for most of its VBC arrangements the Company does not include third party medical costs in its reported revenues and expenses, but rather recognizes revenue only for the estimated amount of shared savings or shared losses or other revenues that are directly earned or incurred by the Company, and ultimately paid to or by the Company, under the arrangement.

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. See Note 4 for further details.

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. 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 and purchase volume 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: noncompetition 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.

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.

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, 2021, third parties held noncontrolling equity interests in 717 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 criticality of a particular fair value estimate to the Company's 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. Certain fair value estimates can involve significant uncertainties and require significant judgment on various matters, some of which could be subject to reasonable disagreement. See Note 24 for further details.

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 classified its assets, liabilities and temporary equity into the fair value hierarchy levels defined by the FASB reflecting their differing degrees of uncertainty. See Note 24 for further details.

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

New accounting standards

New standards recently adopted

In December 2019, the FASB issued Accounting Standards Update (ASU) No. 2019-12, *Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes (ASU 2019-12)*. 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. The amendments in this ASU became effective for the Company beginning on January 1, 2021. The adoption of ASU 2019-12 did not have a material impact on the Company's consolidated financial statements.

New standards not yet adopted

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 2020-04)*. ASU 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. Effective January 1, 2022 certain LIBOR tenors that do not affect the Company, including the one-week and two-month U.S. dollar LIBOR rate, ceased or became non-representative. The remaining U.S. dollar LIBOR tenors will cease or become non-representative effective July 1, 2023. This change will have no impact on the Company's ability to borrow. The Company is currently assessing the other effects this guidance may have on its consolidated financial statements.

In October 2021, the FASB issued ASU No. 2021-08, *Business Combinations (Topic 805): Accounting for Acquired Contract Assets and Contract Liabilities (ASU 2021-08)*. ASU 2021-08 requires application of ASC 606, *Revenue from Contracts with Customers*, to recognize and measure assets and liabilities from contracts with customers acquired in a business combination. This ASU creates an exception to the general recognition and measurement principle in ASC 805 and will result in recognition of contract assets and contract liabilities consistent with those recorded by the acquiree immediately before the acquisition date. ASU 2021-08 is effective for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. 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 Company's revenues by segment and primary payor source were as follows:

	Year ended December 31, 2021		
	U.S. dialysis	Other - Ancillary services	Consolidated
Patient service revenues:			
Medicare and Medicare Advantage	$ 6,133,235	$	$ 6,133,235
Medicaid and Managed Medicaid	782,430		782,430
Other government	328,256	463,385	791,641
Commercial	3,397,697	199,024	3,596,721
Other revenues:			
Medicare and Medicare Advantage		326,696	326,696
Medicaid and Managed Medicaid		1,321	1,321
Commercial		15,553	15,553
Other(1)	25,345	40,945	66,290
Eliminations of intersegment revenues	(90,796)	(4,294)	(95,090)
Total	$ 10,576,167	$ 1,042,630	$ 11,618,797

(1) Other consists of management service fees earned in the respective Company line of business as well as other non-patient service revenue from the Company's U.S. ancillary services and international operations.

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

	Year ended December 31, 2020		
	U.S. dialysis	Other - Ancillary services	Consolidated
Patient service revenues:			
Medicare and Medicare Advantage(1)	$ 6,169,226	$	$ 6,169,226
Medicaid and Managed Medicaid	744,862		744,862
Other government(1)	334,714	380,584	715,298
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(2)	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) During the first quarter of 2021, the Company realigned the classification of revenue previously disclosed in the "Other government" category to the "Medicare and Medicare Advantage" category for certain government-reimbursed plans which have structure and payment characteristics similar to traditional Medicare Advantage plans. The classification of revenue for these plans for the year ended December 31, 2020 has also been recast 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 non-patient service revenue from the Company's U.S. ancillary services and international operations.

	Year ended December 31, 2019		
	U.S. dialysis	Other - Ancillary services	Consolidated
Patient service revenues:			
Medicare and Medicare Advantage(1)	$ 6,246,636	$	$ 6,246,636
Medicaid and Managed Medicaid	669,089		669,089
Other government(1)	329,071	352,765	681,836
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(2)	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) During the first quarter of 2021, the Company realigned the classification of revenue previously disclosed in the "Other government" category to the "Medicare and Medicare Advantage" category for certain government-reimbursed plans which have structure and payment characteristics similar to traditional Medicare Advantage plans. The classification of revenue for these plans for the year ended December 31, 2019 has also been recast 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 non-patient revenue from the Company's U.S. ancillary services and international operations.

The majority of the Company's non-patient service revenues from Medicare and Medicare Advantage, Medicaid and Managed Medicaid, and commercial sources represent risk-based revenues earned by the Company's U.S. integrated care and disease management business.

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.

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

No single commercial payor accounted for more than 10% of total consolidated accounts receivable or consolidated revenues at or for the years ended December 31, 2021 or 2020.

Dialysis services accounts receivable and other receivables from Medicare, including Medicare Advantage plans, and Medicaid, including managed Medicaid plans, were approximately $1,174,123 and $1,101,837 as of December 31, 2021 and 2020, respectively. Approximately 16% and 17% of the Company’s patient services accounts receivable balances as of December 31, 2021 and 2020, respectively, were more than six months old. There were no significant balances over one year old at December 31, 2021. 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. 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 as computed under the treasury stock method.

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

	Year ended December 31,		
	2021	2020	2019
Net income (loss) attributable to DaVita Inc.:			
Continuing operations	$ 978,450	$ 783,295	$ 706,832
Discontinued operations	—	(9,653)	104,149
Net income attributable to DaVita Inc.	$ 978,450	$ 773,642	$ 810,981
Weighted average shares outstanding:			
Basic shares	105,230	119,797	153,181
Assumed incremental from stock plans	4,718	2,826	631
Diluted shares	109,948	122,623	153,812
Basic net income (loss) attributable to DaVita Inc.:			
Continuing operations per share	$ 9.30	$ 6.54	$ 4.61
Discontinued operations per share	—	(0.08)	0.68
Basic net income per share attributable to DaVita Inc.	$ 9.30	$ 6.46	$ 5.29
Diluted net income (loss) attributable to DaVita Inc.:			
Continuing operations per share	$ 8.90	$ 6.39	$ 4.60
Discontinued operations per share	—	(0.08)	0.67
Diluted net income per share attributable to DaVita Inc.	$ 8.90	$ 6.31	$ 5.27
Anti-dilutive stock-settled awards excluded from calculation(1)	116	2,301	5,936

(1) 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 $93,060 and $176,832 at December 31, 2021 and 2020, respectively. The decrease in restricted cash and equivalents was primarily driven by the release of escrow funds in the third quarter of 2021 related to a resolved legal settlement. See Note 16 for further details. Substantially all of the restricted cash and equivalents balance at December 31, 2021 is 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 the remaining restricted cash and cash equivalents held at December 31, 2021 represents cash pledged to third parties in connection with one of the Company's ancillary businesses.

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

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, 2021			December 31, 2020		
	Debt securities	Equity securities	Total	Debt securities	Equity securities	Total
Certificates of deposit and other time deposits	$ 23,226	$ —	$ 23,226	$ 8,217	$ —	$ 8,217
Investments in mutual funds and common stock	—	48,598	48,598	—	44,077	44,077
	$ 23,226	$ 48,598	$ 71,824	$ 8,217	$ 44,077	$ 52,294
Short-term investments	$ 8,227	$ 14,083	$ 22,310	$ 8,217	$ 11,884	$ 20,101
Long-term investments	14,999	34,515	49,514	—	32,193	32,193
	$ 23,226	$ 48,598	$ 71,824	$ 8,217	$ 44,077	$ 52,294

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. The Company's long-term debt investments are bank time deposits with contractual maturities longer 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, 2021 and 2020.

Equity securities: During the year ended December 31, 2021 certain of the Company’s equity investments previously accounted for under the adjusted cost method now have readily determinable fair values from public markets. As a result, these investments were reclassified from equity method and other investments to short-term investments during that period. The Company's remaining short-term and long-term equity investments are held within a trust to fund existing obligations associated with the Company’s non-qualified deferred compensation plans. During 2021, the Company recognized pre-tax net losses of $3,768 in other income associated with changes in the fair value of these equity securities, comprised of pre-tax realized gains of $1,762 and a net increase in unrealized losses of $5,530. 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.

6. Other receivables

Other receivables were comprised of the following:

	December 31,	
	2021	2020
Supplier rebates and non-trade receivables	$ 294,574	$ 390,508
Medicare bad debt claims	132,747	153,868
	$ 427,321	$ 544,376

7. Property and equipment

Property and equipment were comprised of the following:

	December 31,	
	2021	2020
Land	$ 34,009	$ 37,924
Buildings	496,455	400,616
Leasehold improvements	3,828,404	3,865,729
Equipment and information systems, including internally developed software	3,292,176	3,081,298
New center and capital asset projects in progress	592,063	616,686
	8,243,107	8,002,253
Less accumulated depreciation	(4,763,135)	(4,480,429)
	$ 3,479,972	$ 3,521,824

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, including internally developed software, principally three years to 15 years.

Depreciation expense on property and equipment was $667,755, $616,626, and $600,905 for 2021, 2020 and 2019, 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 $15,275, $17,944 and $27,322 for 2021, 2020 and 2019, respectively.

8. Intangible assets

Intangible assets other than goodwill were comprised of the following:

	December 31,	
	2021	2020
Indefinite-lived licenses	$ 104,214	$ 100,138
Noncompetition agreements	70,495	84,022
Customer relationships and other	63,714	52,566
	238,423	236,726
Less accumulated amortization	(60,730)	(70,141)
	$ 177,693	$ 166,585

Noncompetition agreements are generally amortized over three years to 10 years and customer relationships are principally amortized over 10 years to 20 years. The weighted average renewal or extension period of customer relationships was three years and five years as of December 31, 2021 and 2020, respectively. Amortization expense from amortizable intangible assets was $12,860, $13,809, and $14,247 for 2021, 2020 and 2019, respectively.

For the years ended December 31, 2021, 2020 and 2019, 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, 2021 were as follows:

	Noncompetition agreements	Customer relationships and other
2022	$ 7,221	$ 4,695
2023	4,443	4,669
2024	2,499	4,444
2025	1,371	4,107
2026	888	4,107
Thereafter	1,260	33,775
Total	$ 17,682	$ 55,797

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,	
	2021	2020
APAC joint venture	$ 109,153	$ 120,787
Other equity method partnerships	115,185	107,599
Adjusted cost method and other investments	14,543	29,105
	$ 238,881	$ 257,491

During 2021, 2020 and 2019, the Company recognized equity investment income of $26,937, $26,916 and $12,679, 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, however the Company does not control or consolidate the APAC JV as a result of substantive participating rights retained by the unrelated investor over certain key operating decisions for the joint venture.

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

The Company's other equity method investments include 23 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, and are often subject to blocking rights on certain key operating decisions held by outside investors, but mostly range from 30% to 65%.

There were no significant impairments or other valuation adjustments on the Company's adjusted cost method and other investments during 2021, 2020 or 2019.

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, 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
Acquisitions	91,979	81,265	173,244
Divestitures	(1,745)	—	(1,745)
Foreign currency and other adjustments	—	(44,367)	(44,367)
Balance at December 31, 2021	$ 6,400,162	$ 646,079	$ 7,046,241
Balance at December 31, 2021:			
Goodwill	$ 6,400,162	$ 772,286	$ 7,172,448
Accumulated impairment charges	—	(126,207)	(126,207)
	$ 6,400,162	$ 646,079	$ 7,046,241

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 new strains of the virus such as the Delta and Omicron variants; COVID-19's impact for the chronic kidney disease (CKD) patient population and the Company's patient population including on the mortality of these patients; the availability, acceptance, impact and efficacy of COVID-19 vaccines, treatments, and therapies; the pandemic's continuing impact on the Company's revenue and non-acquired growth due to lower treatment volumes, the U.S. and global economies, unemployment, labor market conditions, inflation and monetary policies; the potential negative impact on the Company's commercial mix or the number of patients covered by commercial insurance plans; continued increased COVID-related costs; supply chain challenges and disruptions, including with respect to the Company's clinical supplies; the responses of the Company's competitors to the pandemic and related changes in the marketplace; the timing, scope and effectiveness of federal, state and local government responses; and any potential changes to the extensive set of federal, state and local laws, regulations and requirements that govern the Company's business. 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.

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

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, failure to achieve expected increases 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, 2021:

			Sensitivities	
Reporting unit	Goodwill balance	Carrying amount coverage(1)	Operating income(2)	Discount rate(3)
Germany kidney care	$ 298,499	6.6 %	(1.7)%	(9.4)%

(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, 2021. 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, 2021.

11. Other liabilities

Other liabilities were comprised of the following:

	December 31,	
	2021	2020
Payor refunds and retractions	$ 410,038	$ 371,183
Insurance and self-insurance accruals	55,548	54,438
Accrued interest	32,926	30,066
Accrued non-income tax liabilities	41,784	39,075
Other	169,049	315,767
	$ 709,345	$ 810,529

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.

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

Income before income taxes from continuing operations consisted of the following:

	Year ended December 31, 2021	2020	2019
Domestic	$ 1,463,029	$ 1,287,976	$ 1,307,299
International	55,465	30,286	(111,860)
	$ 1,518,494	$ 1,318,262	$ 1,195,439

Income tax expense for continuing operations consisted of the following:

	Year ended December 31, 2021	2020	2019
Current:			
Federal	$ 216,539	$ 47,171	$ 208,339
State	15,601	21,442	58,026
International	14,247	17,481	15,545
Total current income tax	246,387	86,094	281,910
Deferred:			
Federal	59,528	198,623	44,263
State	5,342	27,206	(25,836)
International	(4,525)	2,009	(20,709)
Total deferred income tax	60,345	227,838	(2,282)
	$ 306,732	$ 313,932	$ 279,628

Income taxes are allocated between continuing and discontinued operations as follows:

	Year ended December 31, 2021	2020	2019
Continuing operations	$ 306,732	$ 313,932	$ 279,628
Discontinued operations	—	1,657	40,689
	$ 306,732	$ 315,589	$ 320,317

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, 2021	2020	2019
Federal income tax rate	21.0 %	21.0 %	21.0 %
State income taxes, net of federal benefit	3.0	3.4	2.3
Equity compensation	(2.4)	—	0.5
Federal and international tax rate adjustments	1.3	—	—
Nondeductible executive compensation	0.8	1.2	0.8
Political advocacy costs	0.2	1.7	0.2
Unrecognized tax benefits	(0.1)	0.4	2.4
Change in international valuation allowance	(1.0)	1.5	1.3
Other	1.0	(0.6)	(0.2)
Impact of noncontrolling interests primarily attributable to non-tax paying entities	(3.6)	(4.8)	(4.9)
Effective tax rate	20.2 %	23.8 %	23.4 %

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

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

	December 31, 2021	December 31, 2020
Receivables	$ 8,430	$ 9,324
Accrued liabilities	67,993	64,982
Operating lease liabilities	581,199	584,656
Net operating loss carryforwards	162,987	167,398
Other	52,434	62,110
Deferred tax assets	873,043	888,470
Valuation allowance	(100,616)	(114,824)
Net deferred tax assets	772,427	773,646
Intangible assets	(644,039)	(634,736)
Property and equipment	(283,913)	(274,742)
Operating lease assets	(530,839)	(532,082)
Investments in partnerships	(84,407)	(101,996)
Other	(37,274)	(39,690)
Deferred tax liabilities	(1,580,472)	(1,583,246)
Net deferred tax liabilities	$ (808,045)	$ (809,600)
Reported as:		
Deferred tax liabilities	$ (830,954)	$ (809,600)
Deferred tax assets (included in Other long-term assets)	22,909	—
	$ (808,045)	$ (809,600)

At December 31, 2021, the Company had federal net operating loss carryforwards of approximately $85,391 that expire through 2036, although a substantial amount expire by 2029. The Company also had state net operating loss carryforwards of $554,806, some of which have an indefinite life, although a substantial amount expire by 2041 and international net operating loss carryforwards of $291,927, some of which will begin to expire in 2022 though the majority have an indefinite life. The Company has a state capital loss carryover of $313,722, 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 decrease of $14,208 in the valuation allowance is primarily due to the release of the valuation allowance on indefinite life net operating losses in jurisdictions where the Company has generated sufficient income to support their future utilization, partially offset by newly created net operating loss carryforwards in state and foreign jurisdictions that the Company does not anticipate being able to utilize.

During the year ended December 31, 2021, the Company recorded a true-up to recognize net deferred tax assets related to historical purchases of noncontrolling interests in consolidated partnerships. The effect of this adjustment was an increase of $46,692 to net deferred tax assets, a charge of $16,044 to income tax expense, and an increase of $62,736 to additional paid-in capital. The Company’s prior purchases of this type have not generated significant pre-tax adjustments to additional paid-in capital in any single prior year. The majority of the $16,044 recorded to income tax expense was due to the decrease in the corporate tax rate in 2017.

The Company's foreign earnings continue to be indefinitely reinvested as of December 31, 2021. 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.

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

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, 2021	2020
Beginning balance	$ 70,202	$ 68,214
Additions for tax positions related to current year	3,335	2,293
Additions for tax positions related to prior years	22,616	258
Reductions related to lapse of applicable statute	(751)	(133)
Reductions related to settlements with taxing authorities	(22,378)	(430)
Ending balance	$ 73,024	$ 70,202

As of December 31, 2021, the Company's total liability for unrecognized tax benefits relating to tax positions that do not meet the more-likely-than-not threshold is $73,024, of which $68,708 would impact the Company's effective tax rate if recognized and $42,860 is classified as a current tax liability related to settlements expected to be paid in 2022. This balance represents an increase of $2,822 from the December 31, 2020 balance of $70,202.

The Company recognizes accrued interest and penalties related to unrecognized tax benefits in income tax expense. At December 31, 2021 and 2020, the Company had approximately $15,275 and $17,864, 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, 2021	December 31, 2020	Maturity date	As of December 31, 2021 Interest rate	As of December 31, 2021 Estimated fair value[1]
Senior Secured Credit Facilities:					
Term Loan A	$ 1,596,875	$ 1,684,375	8/12/2024	LIBOR + 1.50%	$ 1,600,867
Term Loan B-1	2,688,263	2,715,694	8/12/2026	LIBOR + 1.75%	2,681,542
Revolving line of credit	—	75,000	8/12/2024	LIBOR + 1.50%	$ —
Senior Notes:					
4.625% Senior Notes	2,750,000	1,750,000	6/1/2030	4.625 %	$ 2,822,188
3.75% Senior Notes	1,500,000	1,500,000	2/15/2031	3.75 %	$ 1,464,210
Acquisition obligations and other notes payable[2]	130,599	164,160	2022-2036	4.80 %	$ 130,599
Financing lease obligations[3]	299,128	274,292	2022-2038	4.54 %	
Total debt principal outstanding	8,964,865	8,163,521			
Discount and deferred financing costs[4]	(56,685)	(77,717)			
	8,908,180	8,085,804			
Less current portion	(179,030)	(168,541)			
	$ 8,729,150	$ 7,917,263			

(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 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, 2021.

(3) 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.

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

(4) As of December 31, 2021, the carrying amount of the Company's senior secured credit facilities have been reduced by a discount of $4,473 and deferred financing costs of $27,207 and the carrying amount of the Company's senior notes have been reduced by deferred financing costs of $40,914 and increased by a debt premium of $15,909. As of December 31, 2020, the carrying amount of the Company's senior secured credit facilities were reduced by a discount of $5,461 and deferred financing costs of $35,825, and the carrying amount of the Company's senior notes were reduced by deferred financing costs of $36,431.

Scheduled maturities of long-term debt at December 31, 2021 were as follows:

2022	$	179,030
2023	$	218,460
2024	$	1,424,692
2025	$	67,812
2026	$	2,625,349
Thereafter	$	4,449,522

During the year ended December 31, 2021, the Company made regularly scheduled mandatory principal payments under its senior secured credit facilities totaling $87,500 on Term Loan A and $27,431 on Term Loan B-1.

On February 26, 2021, the Company completed an unregistered add-on offering of $1,000,000 aggregate principal amount to the existing 4.625% senior notes due June 1, 2030 (the Additional 2030 Notes) pursuant to Rule 144A and Regulation S under the Securities Act of 1933, as amended. The Additional 2030 Notes were issued at an offering price of 101.750% of face amount, plus an interest payment advance to the Company for interest that would have accrued from December 1, 2020 (the last interest payment date) through the closing date, and began bearing full six months' semi-annual coupon interest payments as of June 1, 2021. The terms of the Additional 2030 Notes, other than their issue date, offering price and first interest payment date, are identical to the terms of the $1,750,000 principal amount of the Company’s 4.625% senior notes due June 1, 2030 previously issued by the Company on June 9, 2020. The Additional 2030 Notes are unsecured senior obligations and rank equally in right of payment with the Company's existing and future unsecured senior indebtedness. During the year ended December 31, 2021 the Company incurred $9,091 in fees and other professional expenses associated with this transaction, which were capitalized and will amortize over the term of the Additional 2030 Notes.

As of December 31, 2021, the Company's 2019 interest rate cap agreements 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 Term Loan B-1 and a portion of Term Loan A. The remaining $785,138 outstanding principal balance of 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 original premiums paid for the caps are amortized to debt expense on a straight-line basis over the term of each cap agreement starting from its effective date. 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, 2021 and December 31, 2020, which are classified in other long-term assets on its consolidated balance sheet:

					Year ended December 31, 2021		December 31,	
							2021	2020
	Notional amount	LIBOR maximum rate	Effective date	Expiration date	Debt expense	Recorded OCI gain	Fair value	
2019 interest rate cap agreements	$ 3,500,000	2.00%	6/30/2020	6/30/2024	$ 5,509	$ 9,532	$ 12,203	$ 2,671

The following table summarizes the effects of the Company’s interest rate cap agreements for the years ended December 31, 2021, 2020 and 2019:

	Amount of unrealized gains (losses) 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	2021	2020	2019	Location of losses	2021	2020	2019
Interest rate cap agreements	$ 9,532	$ (21,781)	$ 1,566	Debt expense	$ 5,509	$ 7,081	$ 8,591
Related income tax	(2,377)	5,435	(415)	Related income tax	(1,376)	(1,768)	(2,214)
Total	$ 7,155	$ (16,346)	$ 1,151		$ 4,133	$ 5,313	$ 6,377

See Note 20 for further details on amounts recorded and reclassified from accumulated other comprehensive (loss) income.

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

The Company’s weighted average effective interest rate on its senior secured credit facilities at the end of 2021 was 2.18%, based upon the current margins in effect for its senior secured credit facilities as of December 31, 2021.

The Company’s weighted average effective interest rate on all debt, including the effect of interest rate caps and amortization of debt discount, was 3.28% for the year ended December 31, 2021 and 3.35% as of December 31, 2021.

As of December 31, 2021, the Company’s interest rates were fixed on approximately 51.6% of its total debt.

As of December 31, 2021, the Company had an undrawn $1,000,000 revolving line of credit under its senior secured credit facilities. Credit available under this revolving line of credit is reduced by the amount of any letters of credit outstanding thereunder, of which there were none as of December 31, 2021. The Company also had approximately $69,277 of outstanding letters of credit under a separate bilateral secured letter of credit facility as of December 31, 2021.

Debt expense

Debt expense consisted of interest expense of $267,049, $282,932 and $419,639 and the amortization and accretion of debt discounts and premiums, amortization of deferred financing costs and the amortization of interest rate cap agreements of $18,205, $21,179 and $24,185 for 2021, 2020 and 2019, 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 15 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, 2021 and December 31, 2020, assets recorded under finance leases were $322,060 and $275,389, respectively, and accumulated amortization associated with finance leases was $75,252 and $49,345, 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 components of lease expense were as follows:

	Year ended December 31,		
Lease cost	**2021**	**2020**	**2019**
Operating lease cost[(1)]:			
Fixed lease expense	$ 547,923	$ 541,090	$ 526,352
Variable lease expense	125,981	122,729	119,740
Financing lease cost:			
Amortization of leased assets	26,846	24,720	23,724
Interest on lease liabilities	13,988	14,421	14,932
Net lease cost	$ 714,738	$ 702,960	$ 684,748

(1) Includes short-term lease expense and sublease income, which are immaterial.

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

Other information related to leases was as follows:

Lease term and discount rate	Year ended December 31, 2021	2020	2019
Weighted average remaining lease term (years):			
Operating leases	8.3	8.7	9.0
Finance leases	10.5	10.5	10.2
Weighted average discount rate:			
Operating leases	3.5 %	3.8 %	4.1 %
Finance leases	4.5 %	5.1 %	5.4 %

Other information	Year ended December 31, 2021	2020	2019
Gains on sale leasebacks, net	$ 17,137	$ 34,301	$ 20,833
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows for operating leases	$ 684,186	$ 661,318	$ 637,655
Operating cash flows for finance leases	$ 21,343	$ 20,981	$ 22,257
Financing cash flows for finance leases	$ 22,445	$ 24,780	$ 25,692
Net operating lease assets obtained in exchange for new or modified operating lease liabilities	$ 361,101	$ 401,559	$ 432,074

Future minimum lease payments under non-cancellable leases as of December 31, 2021 are as follows:

	Operating leases	Finance leases
2022	$ 494,442	$ 36,981
2023	511,341	37,672
2024	463,124	38,199
2025	413,117	38,376
2026	361,771	37,141
Thereafter	1,293,544	183,250
Total future minimum lease payments	3,537,339	371,619
Less portion representing interest	(470,269)	(72,491)
Present value of lease liabilities	$ 3,067,070	$ 299,128

Rent expense under all operating leases for 2021, 2020 and 2019 was $673,904, $663,819 and $646,092, 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, 2021, 2020 and 2019, the Company accrued matching contributions totaling approximately $68,658, $70,180 and $64,988, respectively.

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 2021, 2020 and 2019 were $2,962, $3,637 and $1,751, 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 2021, 2020 and 2019 the Company distributed $11,887, $3,139 and $2,730, 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, 2021 and 2020, the total fair value of assets held in these plans' trusts was $38,019 and $43,844, respectively. The assets of these plans are recorded at fair value with changes in fair value recorded in other income. See Note 5 for further details. Any fair value changes to the corresponding liability balance are recorded as compensation expense.

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, 2021 and December 31, 2020, 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

<u>2016 U.S. Attorney Texas Investigation</u>: 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 Office of Inspector General (OIG) served the Company with a subpoena seeking additional documents and information relating to those relationships. On September 15, 2021, the U.S. Attorney's Office notified the U.S. District Court, Northern District of Texas, of its decision and the decision of 31 states not to elect to intervene at this time in the matter of *U.S. ex rel. Doe v. DaVita Inc., et al*. The court then unsealed the complaint, which alleges violations of the FCA, by order dated September 17, 2021. The complaint was not served on the Company. In December 2021, the private party relator filed a notice of voluntary dismissal of all claims and the Court entered an order dismissing the claims without prejudice. The Company is continuing to cooperate with the government in this investigation.

<u>2017 U.S. Attorney Colorado Investigation</u>: 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, May 2019, and July 2021, 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.

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, and an additional subpoena in September 2021. Those subpoenas request 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, an impact on the Company's various relationships and/or contracts related to the Company's business, 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.

Other Proceedings

2021 Antitrust Indictment and Putative Class Action Suit: On July 14, 2021, an indictment was returned by a grand jury in the U.S. District Court, District of Colorado against the Company and its former chief executive officer in the matter of *U.S. v. DaVita Inc., et al.* The two count indictment alleges that purported agreements entered into by DaVita's former chief executive officer not to solicit senior-level employees violate Section 1 of the Sherman Act. On September 14, 2021, DaVita and its former chief executive officer filed a motion to dismiss the indictment. On November 3, 2021, a superseding indictment was returned in *U.S. v. DaVita Inc., et al.* that included an additional count alleging a third violation of the Sherman Act. On November 10, 2021, DaVita and its former chief executive officer filed a renewed motion to dismiss the superseding indictment. On January 28, 2022, the court denied the motion to dismiss. The matter is set to start trial on March 28, 2022. On July 16, 2021, a former DaVita employee filed a putative class action complaint in the matter of *Pena v. Surgical Care Affiliates, LLC, et al.* in the U.S. District Court, Northern District of Illinois based on the allegations in the matter of *U.S. v. DaVita Inc., et al*. On August 6, 2021, the plaintiff in the *Pena* case filed a notice of voluntary dismissal and the court dismissed the complaint on August 9, 2021. On August 9, 2021, DaVita was named as defendant in a consolidated class action complaint in the matter of *In re Outpatient Medical Center Employee Antitrust Litigation* in the U.S. District Court, Northern District of Illinois. This class action complaint seeks to bring an action on behalf of certain groups of individuals employed by the Company between February 1, 2012 and January 5, 2021. On October 18, 2021, the Company filed a motion to dismiss the class action complaint. The Company disputes the allegations in the superseding indictment and the class action complaint, as well as the asserted violations of the Sherman Act, and intends to defend these actions accordingly.

Marietta Memorial Hospital Employee Health Benefit Plan, et al. v. DaVita Inc. et al. No. 20-1641: On November 5, 2021 the United States Supreme Court granted certiorari of an appeal by an employer group health plan, the plan sponsor, and the plan's advisor of the U.S. Court of Appeals for the Sixth Circuit (Sixth Circuit) decision in the Company's favor. The questions presented involve whether the health plan violates the Medicare Secondary Payor Act by "taking into account" that plan beneficiaries are eligible for Medicare and/or by "differentiating" between the benefits that the plan offers to patients with dialysis versus others. On December 23, 2021, the Solicitor General on behalf of the United States filed an amicus brief supporting the petitioners' request to overturn the Sixth Circuit decision. On January 19, 2022, the Company filed its brief in support of the Sixth Circuit decision, and the Company intends to defend against the appeal accordingly. The case is set for oral argument on March 1, 2022.

Additionally, 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 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, may impact the Company's various relationships and/or contracts related to the Company's business or otherwise harm the Company's business, results of operations, financial condition, cash flows or reputation.

Resolved Matters

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."

While the Company continues to dispute the allegations, it reached an agreement to resolve this matter without admitting to any liability. Settlement of this matter was covered primarily with insurance proceeds. The Company contributed an amount that did not have a material impact on the Company's consolidated financial position, results of operations or cash flows. On April 13, 2021, the court granted final approval of the settlement. On August 9, 2021, the court entered final judgment and dismissed all claims in the action with prejudice.

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.

While the defendants continue to dispute the allegations, an agreement was reached to resolve this matter without admitting to any liability and the court approved the settlement and entered final judgment and dismissed the case with prejudice on January 29, 2021. As part of the settlement, the Company agreed to certain corporate governance policies, but did not make any financial contribution towards the settlement.

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 answered the complaint on July 23, 2020. On August 10, 2021, the court entered summary judgment in favor of the Company and DaVita Labs on all of the relators' FCA claims leaving only the claims for retaliation. The court dismissed the case on October 13, 2021. On October 15, 2021, the parties signed an agreement to resolve the remaining retaliation claims for an immaterial amount.

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.

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, 2021, the remaining minimum purchase commitments under these arrangements were approximately $549,079, $510,991, $430,196, and $345,863 for the years 2022, 2023, 2024, and 2025, 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.

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 $13,469.

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, 2021.

18. Stock-based compensation

Stock-based compensation

Stock-based compensation consists primarily of stock-settled stock appreciation rights, restricted stock units and performance stock units. Stock-based compensation, 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. See Note 1 *"Organization and summary of significant accounting policies"* for more information on how the Company measures and recognizes stock-based compensation expense.

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, 2021, there were 7,672 shares available for future grants under the 2020 Plan. The Company's stock awards granted under the 2020 Plan generally vest over 36 months to 48 months from the date of grant.

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.

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

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, 2021				
	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	8,084	$ 63.64		3,537	
Granted	132	$ 108.93		789	
Added by performance factor				153	
Exercised/Vested	(2,093)	$ 64.00		(696)	
Canceled	(180)	$ 59.19		(398)	
Outstanding at end of period	5,943	$ 64.66	2.4	3,385	1.4
Exercisable at end of period	1,161	$ 61.13	1.5	—	—
Weighted-average fair value of grants:					
2021	$ 32.15			$ 109.50	
2020	$ 26.70			$ 77.83	
2019	$ 14.04			$ 50.58	

Range of SSARs base prices	Awards Outstanding	Weighted average exercise price	Awards exercisable	Weighted average exercise price
$50.01–$60.00	1,561	$ 52.45	425	$ 52.55
$60.01–$70.00	3,974	$ 67.22	732	$ 66.05
$70.01–$80.00	276	$ 75.77	4	$ 71.64
$100.01–$110.00	132	$ 108.93	—	$ —
Total	5,943	$ 64.66	1,161	$ 61.13

For the years ended December 31, 2021, 2020, and 2019, the aggregate intrinsic value of stock-based awards exercised was $208,585, $49,258 and $11,475, respectively. At December 31, 2021, the aggregate intrinsic value of stock-based awards outstanding was $680,251 and the aggregate intrinsic value of stock awards exercisable was $61,389.

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.

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

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,		
	2021	2020	2019
Expected term	4.5	4.8	4.0
Expected volatility	34.3 %	28.2 %	29.5 %
Expected dividend yield	— %	— %	— %
Risk-free interest rate	0.7 %	1.5 %	2.2 %

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 2021, 2020 and 2019 purchase periods were $19,626, $17,148 and $16,569, respectively. Shares purchased pursuant to the plan’s 2021, 2020 and 2019 purchase periods were 203, 222 and 315, respectively. At December 31, 2021, there were 5,986 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 2021, 2020 and 2019, respectively: expected volatility of 39.0%, 40.4% and 28.8%; risk-free interest rates of 0.1%, 1.0% and 2.6%, and no dividends. Using these assumptions, the weighted average estimated per share fair value of each purchase right was $34.94, $22.06 and $13.80 for 2021, 2020 and 2019, respectively.

Stock-based compensation expense and proceeds

For the years ended December 31, 2021, 2020 and 2019, the Company recognized $102,209, $91,458 and $63,705 in 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 2021, 2020 and 2019 were $13,853, $11,775 and $9,186, respectively. As of December 31, 2021, there was $161,147 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 1.2 years.

For the years ended December 31, 2021, 2020 and 2019, the Company received $46,990, $8,957 and $2,251, 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.

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

19. Shareholders’ equity

Stock repurchases

The following table summarizes the Company's repurchases of its common stock during the years ended December 31, 2021, 2020 and 2019:

	2021		2020		2019	
Open market repurchases						
Shares		13,877		8,495		19,218
Amounts paid	$	1,546,016	$	741,850	$	1,168,321
Average paid per share	$	111.41	$	87.32	$	60.79
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		13,877		16,477		41,020
Amounts paid	$	1,546,016	$	1,446,767	$	2,402,475
Average paid per share	$	111.41	$	87.80	$	58.57

(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 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, 2021 through February 9, 2022, the Company has repurchased 1,437 shares of its common stock for $159,133 at an average cost of $110.73 per share.

Effective on December 10, 2020, 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 17, 2021, the Board increased the Company's existing authorization by $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 9, 2022, the Company has a total of $2,224,806 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 its senior secured credit facilities.

The Company retired all shares held in its treasury effective as of December 31, 2021 and December 31, 2020.

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.

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

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,		
	2021	2020	2019
Net income attributable to DaVita Inc.	$ 978,450	$ 773,642	$ 810,981
Changes in paid-in capital for:			
Purchases of noncontrolling interests	(13,853)	4,364	(37,145)
Sales of noncontrolling interest	(264)	—	—
Net transfers in noncontrolling interests	(14,117)	4,364	(37,145)
Net income attributable to DaVita Inc. net of transfers in noncontrolling interests	$ 964,333	$ 778,006	$ 773,836

The Company acquired additional ownership interests in several existing majority-owned partnerships for $20,104, $7,831, and $68,019 in 2021, 2020, and 2019, respectively.

20. Accumulated other comprehensive loss

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

	Interest rate cap agreements	Foreign currency translation adjustments	Accumulated other comprehensive (loss) income
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)
Unrealized gains (losses)	9,532	(83,375)	(73,843)
Related income tax	(2,377)	(1,006)	(3,383)
	7,155	(84,381)	(77,226)
Reclassification of income into net income	5,509	—	5,509
Related income tax	(1,376)	—	(1,376)
	4,133	—	4,133
Balance at December 31, 2021	$ (1,178)	$ (138,069)	$ (139,247)

The reclassification of net interest rate cap realized losses into income are recorded as debt expense in the corresponding consolidated statements of income. See Note 13 for further details.

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

21. Acquisitions and divestitures

Routine acquisitions

During 2021, 2020, and 2019 the Company acquired dialysis businesses and other businesses, including a transplant software company, as follows:

	Year ended Year ended December 31,		
	2021	2020	2019
Cash paid, net of cash acquired	$ 187,050	$ 182,013	$ 98,836
Contingent earn-out obligations	14,854	14,042	23,536
Deferred purchase price and liabilities assumed	10,226	20,415	4,326
Non-cash gain	—	1,821	—
Aggregate consideration	$ 212,130	$ 218,291	$ 126,698
Number of dialysis centers acquired — U.S.	19	8	7
Number of dialysis centers acquired — International	17	66	16

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 2021 acquisitions, certain income tax amounts are pending final evaluation and quantification of any pre-acquisition tax contingencies. In addition, valuation of contingent earn-outs, intangibles, fixed assets, leases and certain 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,		
	2021	2020	2019
Current assets	$ 9,134	$ 23,607	$ 6,713
Property and equipment	9,277	37,457	4,842
Customer relationships	17,200	34,625	—
Noncompetition agreements and other long-term assets	9,964	10,168	1,980
Indefinite-lived licenses	11,432	22,136	31,858
Goodwill	173,244	130,057	90,226
Deferred income taxes	—	(3,962)	—
Liabilities assumed	(14,200)	(34,068)	(7,159)
Noncontrolling interests assumed	(3,921)	(1,729)	(1,762)
	$ 212,130	$ 218,291	$ 126,698

The following summarizes weighted-average estimated useful lives of amortizable intangible assets acquired during 2021, 2020 and 2019, as well as goodwill deductible for tax purposes associated with these acquisitions:

	Year ended December 31,		
	2021	2020	2019
Weighted-average estimated useful lives (in years):			
Customer relationships	10	18	
Noncompetition agreements	6	5	6
Goodwill deductible for tax purposes	$ 169,014	$ 94,318	$ 88,517

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

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 2021 and 2020 had been consummated as of the beginning of 2020, including the impact of certain adjustments such as amortization of intangibles, interest expense on acquisition financing and income tax effects.

	Year ended December 31,	
	2021	2020
	(unaudited)	
Pro forma total revenues	$ 11,678,798	$ 11,722,511
Pro forma net income from continuing operations attributable to DaVita Inc.	$ 985,800	$ 797,844
Pro forma basic net income per share from continuing operations attributable to DaVita Inc.	$ 9.37	$ 6.66
Pro forma diluted net income per share from continuing operations attributable to DaVita Inc.	$ 8.97	$ 6.51

Sale of RMS Lifeline

The Company divested its prior 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 contingent earn-out obligations associated with acquisitions that could result in the Company paying the former owners of acquired businesses a total of up to approximately $67,638 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, 2021, the Company estimated the fair value of these contingent earn-out obligations to be $33,600, of which a total of $9,419 is included in other current liabilities, and the remaining $24,181 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, 2021 and 2020:

	Year ended December 31,	
	2021	2020
Beginning balance	$ 30,248	$ 24,586
Acquisitions	14,854	14,042
Foreign currency translation	(1,674)	(3,688)
Fair value remeasurements	(1,292)	(2,630)
Payments or other settlements	(8,536)	(2,062)
Ending balance	$ 33,600	$ 30,248

22. Discontinued operations previously held for sale

DaVita Medical Group (DMG)

On June 19, 2019, the Company completed the sale of its prior 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.

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

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
Net revenues	$ —	$ 2,713,059
Expenses	—	2,543,865
Income from discontinued operations before taxes	—	169,194
Loss on sale of discontinued operations before taxes	(7,996)	(23,022)
Income tax expense	1,657	40,689
Net (loss) income from discontinued operations, net of tax	$ (9,653)	$ 105,483

The following table presents cash flows of discontinued operations related to DMG:

	Year ended December 31,	
	2020	2019
Net cash provided by operating activities from discontinued operations	$ —	$ 99,634
Net cash used in investing activities from discontinued operations	$ —	$ (43,442)

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.

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.

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

For the VIEs described above, these consolidated financial statements include total assets of $299,953 and total liabilities and noncontrolling interests to third parties of $200,110 at December 31, 2021.

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, 2021 and 2020:

December 31, 2021	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	$ 48,598	$ 48,598	$ —	$ —
Interest rate cap agreements	$ 12,203	$ —	$ 12,203	$ —
Liabilities				
Contingent earn-out obligations	$ 33,600	$ —	$ —	$ 33,600
Temporary equity				
Noncontrolling interests subject to put provisions	$ 1,434,832	$ —	$ —	$ 1,434,832
December 31, 2020				
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

For reconciliations of changes in contingent earn-out obligations and noncontrolling interests subject to put provisions during the year ended at December 31, 2021 and 2020, see Note 21 and the consolidated statements 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), revenue and key performance indicators. 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, 2021, 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 $180,000. 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, 2021 and 2020 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 U.S. ancillary services and strategic initiatives and its international operations (collectively, its ancillary services), as well as 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 prior 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, its U.S. 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 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.

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

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

	Year ended December 31, 2021	2020	2019
Segment revenues:			
U.S. dialysis			
Patient service revenues:			
External sources	$ 10,551,106	$ 10,475,273	$ 10,399,686
Intersegment revenues	90,512	144,091	131,199
U.S. dialysis patient service revenues	10,641,618	10,619,364	10,530,885
Other revenues			
External sources	25,061	39,376	30,895
Intersegment revenues	284	1,195	1,126
Total U.S. dialysis revenues	$ 10,666,963	$ 10,659,935	$ 10,562,906
Other - Ancillary services			
Net patient service revenues	662,409	550,978	497,021
Other external sources	380,221	484,977	460,877
Intersegment revenues	4,294	16,743	14,030
Total ancillary services	1,046,924	1,052,698	971,928
Total net segment revenues	11,713,887	11,712,633	11,534,834
Elimination of intersegment revenues	(95,090)	(162,029)	(146,355)
Consolidated revenues	$ 11,618,797	$ 11,550,604	$ 11,388,479
Segment operating margin (loss):			
U.S. dialysis	$ 1,974,988	$ 1,917,604	$ 1,924,826
Other - Ancillary services[(1)]	(66,003)	(76,261)	(189,174)
Total segment margin	1,908,985	1,841,343	1,735,652
Reconciliation of segment operating margin to consolidated income from continuing operations before income taxes:			
Corporate administrative support	(111,615)	(146,707)	(92,335)
Consolidated operating income	1,797,370	1,694,636	1,643,317
Debt expense	(285,254)	(304,111)	(443,824)
Debt prepayment, refinancing and redemption charges	—	(89,022)	(33,402)
Other income, net	6,378	16,759	29,348
Income from continuing operations before income taxes	$ 1,518,494	$ 1,318,262	$ 1,195,439

(1) Includes equity investment income of $3,177, $5,866, and $9,366 in 2021, 2020 and 2019, respectively.

Depreciation and amortization expense by reportable segment was as follows:

	Year ended December 31, 2021	2020	2019
U.S. dialysis	$ 642,711	$ 594,552	$ 583,454
Other - Ancillary services	37,904	35,883	31,698
	$ 680,615	$ 630,435	$ 615,152

Expenditures for property and equipment by reportable segment were as follows:

	Year ended December 31, 2021	2020	2019
U.S. dialysis	589,662	$ 646,870	$ 681,339
Other - Ancillary services	51,803	27,671	46,741
DMG - Discontinued operations	—	—	38,466
	$ 641,465	$ 674,541	$ 766,546

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

Summary of assets by reportable segment was as follows:

	Year ended December 31,	
	2021	2020
Segment assets		
U.S. dialysis[1]	$ 15,375,000	$ 15,344,647
Other - Ancillary services[2]	1,746,488	1,643,869
Consolidated assets	$ 17,121,488	$ 16,988,516

(1) Includes equity method and other investments of $112,500 and $122,974 in 2021 and 2020, respectively.

(2) Includes equity method and other investments of $126,381 and 134,517 in 2021 and 2020, respectively and includes approximately $190,029 and $181,137 in 2021 and 2020, respectively, of net property and equipment related to the Company's international operations.

26. Supplemental cash flow information

The table below provides supplemental cash flow information:

	Year ended December 31,		
	2021	2020	2019
Cash paid:			
Income taxes, net	$ 209,754	$ 154,850	$ 157,983
Interest	$ 279,002	$ 326,165	$ 473,176
Non-cash investing and financing activities:			
Fixed assets under financing lease obligations	$ 31,690	$ 22,042	$ 18,953

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.(15)
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).(9)
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.(24)
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.(14)
4.2	Form of 4.625% Senior Notes due 2030 and related Guarantee (included in Exhibit 4.1).(14)
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.(12)
4.4	Form of 3.750% Senior Notes due 2031 and related Guarantee (included in Exhibit 4.3).(12)
4.5	Description of Securities.(21)
10.1	Sourcing and Supply Agreement between DaVita Inc. and Amgen USA Inc. effective as of January 6, 2017.(4)**
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.(17)
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.(21)
10.4	Employment Agreement, dated as of April 29, 2019, by and between Javier J. Rodriguez and DaVita Inc.(10)*
10.5	Stock Appreciation Rights Agreement, effective November 4, 2019, by and between Javier J. Rodriguez and DaVita Inc.(20)*
10.6	Employment Agreement, effective February 21, 2017, by and between DaVita Inc. and Joel Ackerman.(6)*

10.7	Employment Agreement, effective April 27, 2016, by and between DaVita HealthCare Partners Inc. and Kathleen A. Waters.(4)*
10.8	Employment Agreement, effective April 29, 2015, by and between DaVita HealthCare Partners Inc. and Michael Staffieri.(21)*
10.9	Form of Indemnity Agreement.(8)*
10.10	Form of Indemnity Agreement.(5)*
10.11	DaVita Deferred Compensation Plan.(6)*
10.12	Amended and Restated Employee Stock Purchase Plan.(19)*
10.13	DaVita Inc. Severance Plan for Directors and Above.(3)*
10.14	DaVita Inc. Non-Employee Director Compensation Policy.(11)*
10.15	Amended and Restated DaVita Inc. 2011 Incentive Award Plan.(7)*
10.16	Amendment No. 1 to the Amended and Restated DaVita Inc. 2011 Incentive Award Plan.(20)*
10.17	DaVita Inc. 2020 Incentive Award Plan.(22)*
10.18	DaVita Inc. Rule of 65 Policy, adopted on August 19, 2018.(16)*
10.19	Form of Stock Appreciation Rights Agreement-Board members (DaVita Inc. 2011 Incentive Award Plan).(25)*
10.20	Form of Stock Appreciation Rights Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(13)*
10.21	Form of Long-Term Incentive Program Award Agreement (For 162(m) designated teammates) (DaVita Inc. 2011 Incentive Award Plan).(13)*
10.22	Form of Long-Term Incentive Program Award Agreement (DaVita Inc. 2011 Incentive Award Plan).(13)*
10.23	Form of Restricted Stock Units Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(18)*
10.24	Form of Performance Stock Units Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(18)*
10.25	Form of Stock Appreciation Rights Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(18)*
10.26	Form of Restricted Stock Units Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(18)*
10.27	Form of Performance Stock Units Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(18)*
10.28	Form of Stock Appreciation Rights Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(18)*
10.29	Form of Stock Appreciation Rights Agreement (DaVita Inc. 2020 Incentive Award Plan).(23)*
10.30	Form of Performance-Based Restricted Stock Unit Agreement (DaVita Inc. 2020 Incentive Award Plan).(23)*

10.31	Form of Restricted Stock Unit Agreement (DaVita Inc. 2020 Incentive Award Plan).(23)*
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 11, 2022, 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 11, 2022, 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 11, 2022, 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 11, 2022, 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 October 28, 2021 as an exhibit to the Company’s Quarterly Report on Form 10-Q for the quarter ended September 30, 2021.
(4) Filed on May 2, 2017 as an exhibit to the Company’s Quarterly Report on 10-Q for the quarter ended March 31, 2017.
(5) 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.
(6) 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.
(7) Filed on April 28, 2014 as an appendix to the Company's Definitive Proxy Statement on Schedule 14A.
(8) Filed on December 20, 2006 as an exhibit to the Company’s Current Report on Form 8-K.
(9) Filed on December 17, 2018 as an exhibit to the Company’s Current Report on Form 8-K.
(10) Filed on April 29, 2019 as an exhibit to the Company's Current Report on Form 8-K.

(11) 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.
(12) Filed on August 11, 2020 as an exhibit to the Company's Current Report on Form 8-K.
(13) 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.
(14) Filed on June 9, 2020 as an exhibit to the Company's Current Report on Form 8-K.
(15) Filed on September 24, 2018 as an exhibit to the Company's Current Report on Form 8-K.
(16) Filed on August 23, 2018 as an exhibit to the Company's Current Report on Form 8-K.
(17) Filed on August 14, 2019 as an exhibit to the Company's Current Report on Form 8-K.
(18) Filed on July 22, 2019 as an exhibit to the Company's Tender Offer Statement on Schedule TO-I.
(19) Filed on May 10, 2016 as an appendix to the Company's Proxy Statement on DEF 14A.
(20) Filed on December 6, 2019 as an appendix to the Company's Proxy Statement on DEF 14A.
(21) 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.
(22) Filed on April 27, 2020 as an appendix to the Company's Proxy Statement on DEF 14A.
(23) Filed on August 17, 2020 as an exhibit to the Company's Tender Offer Statement on Schedule TO-I.
(24) Filed on December 10, 2020 as an exhibit to the Company's Current Report on Form 8-K.
(25) 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.

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 11, 2022.

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 11, 2022
/S/ JOEL ACKERMAN Joel Ackerman	Chief Financial Officer and Treasurer (Principal Financial Officer)	February 11, 2022
/S/ JOHN D. WINSTEL John D. Winstel	Chief Accounting Officer (Principal Accounting Officer)	February 11, 2022
/S/ PAMELA M. ARWAY Pamela M. Arway	Director	February 11, 2022
/S/ CHARLES G. BERG Charles G. Berg	Director	February 11, 2022
/S/ BARBARA J. DESOER Barbara J. Desoer	Director	February 11, 2022
/S/ PAUL J. DIAZ Paul J. Diaz	Director	February 11, 2022
/S/ GREGORY J. MOORE Gregory J. Moore	Director	February 11, 2022
/S/ JOHN M. NEHRA John M. Nehra	Director	February 11, 2022
/S/ PAULA A. PRICE Paula A. Price	Director	February 11, 2022
/S/ PHYLLIS R. YALE Phyllis R. Yale	Director	February 11, 2022

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, 2021	$ —	$ —	$ —	$ —	$ —
Year ended December 31, 2020	$ 8,328	$ —	$ 13,458	$ 21,786	$ —
Year ended December 31, 2019	$ 52,924	$ —	$ 21,715	$ 66,311	$ 8,328

Exhibit 21.1

SUBSIDIARIES OF THE COMPANY
as of December 31, 2021

Name	**Jurisdiction of Organization**
Aberdeen Dialysis, LLC	Delaware
Accountable Kidney Care, LLC	Delaware
Ahern Dialysis, LLC	Delaware
AI Care Insights, LLC	Delaware
Alenes Dialysis, LLC	Delaware
American Fork Dialysis, LLC	Delaware
American Medical Insurance, Inc.	Arizona
Amity Dialysis, LLC	Delaware
Animas Dialysis, LLC	Delaware
Arcadia Gardens Dialysis, LLC	Delaware
Artesia 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
Bayonne Renal Center, LLC	Delaware
Bayshore Dialysis, LLC	Delaware
Beacon Dialysis, LLC	Delaware
Bedell Dialysis, LLC	Delaware
Bellevue Dialysis, LLC	Delaware
Bemity Dialysis, LLC	Delaware
Beverly Dialysis, LLC	Delaware
Birch Dialysis, LLC	Ohio
Bladon Dialysis, LLC	Delaware
Blanco Dialysis, LLC	Delaware
Bliss Dialysis, LLC	Delaware
Bluegrass Dialysis, LLC	Delaware
Bogachiel Dialysis, LLC	Delaware
Bohama Dialysis, LLC	Delaware
Bothwell Dialysis, LLC	Delaware
Bottle Dialysis, LLC	Delaware
Bowan Dialysis, LLC	Delaware
Brache Dialysis, LLC	Delaware
Braddock Dialysis, LLC	Delaware
Braden Dialysis, LLC	Delaware

Name - Continued	Jurisdiction of Organization
Branbur Dialysis, LLC	Delaware
Bretton Dialysis, LLC	Delaware
Bridges Dialysis, LLC	Delaware
Brook Dialysis, LLC	Delaware
Brooksprings Dialysis, LLC	Delaware
Brownsville Kidney Center, Ltd.	Texas
Brownwood Dialysis, LLC	Delaware
Brule Dialysis, LLC	Delaware
Bruno Dialysis, LLC	Delaware
Buckhorn Dialysis, LLC	Delaware
Buford Dialysis, LLC	Delaware
Bullards Dialysis, LLC	Delaware
Bullock Dialysis, LLC	Delaware
Burman Dialysis, LLC	Delaware
Butano Dialysis, LLC	Delaware
Cagles Dialysis, LLC	Delaware
Cahaba Dialysis, LLC	Delaware
Campton Dialysis, LLC	Delaware
Canyon Dialysis, LLC	Delaware
Canyon Springs Dialysis, LLC	Delaware
Capes Dialysis, LLC	Delaware
Capital Dialysis Partnership	California
Capron Dialysis, LLC	Delaware
Carlsbad 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
Chaffee Dialysis, LLC	Delaware
Channel Dialysis, LLC	Delaware
Chantry Dialysis, LLC	Delaware
Cheraw Dialysis, LLC	Delaware
Chipeta Dialysis, LLC	Delaware
Chouteau Dialysis, LLC	Delaware
Churchill Dialysis, LLC	Delaware
Cimarron Dialysis, LLC	Delaware

Name - Continued	Jurisdiction of Organization
Cinco Rios Dialysis, LLC	Delaware
Clark Dialysis, LLC	Delaware
Clayton Dialysis, LLC	Delaware
Clinica Central do Bonfim S.A.	Portugal
Clinton Township Dialysis, LLC	Delaware
Clover 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
Creek Dialysis, LLC	Delaware
Crossings Dialysis, LLC	Delaware
Crystals Dialysis, LLC	Delaware
Cuivre Dialysis, LLC	Delaware
Culbert Dialysis, LLC	Delaware
Curecanti Dialysis, LLC	Delaware
Dale 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 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 Deutschland Verwaltungs GmbH	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

Name - Continued	Jurisdiction of Organization
DaVita Nefromed Serviços de Nefrologia Ltda.	Brazil
DaVita Nephron Care Serviços de Nefrologia Ltda.	Brazil
DaVita of New York, Inc.	New York
DaVita S.A.S.	Colombia
DaVita Serviços de Nefrologia Asa Sul Ltda.	Brazil
DaVita Serviços de Nefrologia Cuiabá Ltda.	Brazil
DaVita Serviços de Nefrologia Lagoa Nova Ltda.	Brazil
DaVita Serviços de Nefrologia Pacini Ltda.	Brazil
DaVita Serviços de Nefrologia Taubaté Ltda.	Brazil
DaVita Sp. z o.o.	Poland
DaVita Sud-Niedersachsen GmbH	Germany
DaVita Tratamento Renal Participações Ltda.	Brazil
DaVita UK Limited	United Kingdom
DaVita UTR Serviços de Nefrologia Ltda.	Brazil
DaVita VillageHealth, Inc.	Delaware
Dawson Dialysis, LLC	Delaware
DC Healthcare International, Inc.	Delaware
Deowee Dialysis, LLC	Delaware
DeSoto Dialysis, LLC	Delaware
DiaCare AG	Switzerland
Dialysis Holdings, Inc.	Delaware
Dialysis of Des Moines, LLC	Delaware
Dialysis of Northern Illinois, LLC	Delaware
Dialysis Specialists of Dallas, Inc.	Texas
Dighton Dialysis, LLC	Delaware
DNP Management Company, LLC	Delaware
Dolores Dialysis, LLC	Delaware
Dome Dialysis, LLC	Delaware
Dorchester Dialysis, LLC	Delaware
Doves Dialysis, LLC	Delaware
DPS CKD, LLC	Delaware
Dresher Dialysis, LLC	Delaware
Durango Dialysis Center, LLC	Delaware
DV Care Netherlands B.V.	Netherlands
DV Care Netherlands B.V. Arabia Medical	Saudi Arabia
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 - Continued	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
Dworsher Dialysis, LLC	Delaware
East End Dialysis Center, Inc.	Virginia
East Ft. Lauderdale, LLC	Delaware
East Houston Kidney Center, L.P.	Delaware
East Oaks Dialysis, 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
Ferne Dialysis, LLC	Delaware
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
Freeman Dialysis, LLC	Delaware
Fremont Dialysis, LLC	Delaware
Frierton Dialysis, LLC	Delaware
Frontier Dialysis, LLC	Delaware
Fullerton Dialysis Center, LLC	Delaware
Ganchis Dialysis, 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
Gaviota Dialysis, LLC	Delaware
GDC International, LLC	Delaware

Name - Continued	Jurisdiction of Organization
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
Goldendale Dialysis, LLC	Delaware
Goliad Dialysis, LLC	Delaware
Grand Home 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
Harpett Dialysis, LLC	Delaware
Hart Dialysis, LLC	Delaware
Hawn Dialysis, LLC	Delaware
Hazelton Dialysis, LLC	Delaware
Hegan Dialysis, LLC	Delaware
Helmer Dialysis, LLC	Delaware
Hennepin Dialysis, LLC	Delaware
Hewett Dialysis, LLC	Delaware
Heyburn Dialysis, LLC	Delaware
Hightower Dialysis, LLC	Delaware
Holten Dialysis, LLC	Delaware
Home Kidney Care, LLC	Delaware
Honey Dialysis, LLC	Delaware
Honeyman Dialysis, LLC	Delaware
Hopkinton Dialysis, LLC	Delaware
Houston Kidney Center/Total Renal Care Integrated Service Network Limited Partnership	Delaware
Hugo Dialysis, LLC	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
IDC -International Dialysis Centers, Lda	Portugal
IDC Mafra - International Dialysis Centers, LDA	Portugal
Iroquois Dialysis, LLC	Delaware

Name - Continued	Jurisdiction of Organization
ISD Buffalo Grove, 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 Renal, Inc.	Delaware
ISD Schaumburg, LLC	Delaware
ISD Spring Valley, LLC	Delaware
ISD Summit Renal Care, LLC	Ohio
Jacinto Dialysis, LLC	Delaware
Jericho Dialysis, LLC	Delaware
Kadden Dialysis, LLC	Delaware
Kamiah Dialysis, LLC	Delaware
Kanika Dialysis, LLC	Delaware
Kavett Dialysis, LLC	Delaware
Kearn Dialysis, LLC	Delaware
Kenai Dialysis, LLC	Delaware
Kerricher Dialysis, LLC	Delaware
Kershaw Dialysis, LLC	Delaware
Kidney Home Center, LLC	Delaware
Kimball Dialysis, LLC	Delaware
Kingston Dialysis, LLC	Delaware
Kinnick Dialysis, LLC	Delaware
Kinswa 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
Lantell Dialysis, LLC	Delaware
Lassen Dialysis, LLC	Delaware
Latrobe Dialysis, LLC	Delaware
Leasburg Dialysis, LLC	Delaware
Leawood Dialysis, LLC	Delaware
Lees Dialysis, LLC	Delaware
Legare Development LLC	Delaware
Liberty RC, Inc.	New York
Lighthouse Dialysis, LLC	Delaware
Limon Dialysis, LLC	Delaware
Lincoln Park Dialysis Services, Inc.	Illinois
Lincolnton Dialysis, LLC	Delaware

Name - Continued	Jurisdiction of Organization
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
Lone Dialysis, LLC	Delaware
Long Beach Dialysis Center, LLC	Delaware
Lord Baltimore Dialysis, LLC	Delaware
Loup Dialysis, LLC	Delaware
Lourdes Dialysis, LLC	Delaware
Lyndale Dialysis, LLC	Delaware
Macab Dialysis, LLC	Delaware
Madigan Dialysis, LLC	Delaware
Magney Dialysis, LLC	Delaware
Magnolia Dialysis, LLC	Delaware
Mahoney 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
Martin Dialysis, LLC	Delaware
Marysville Dialysis Center, LLC	Delaware
Mashero Dialysis, LLC	Delaware
Mason-Dixon Dialysis Facilities, Inc.	Maryland
Mautino Dialysis, LLC	Delaware
Mazonia Dialysis, LLC	Delaware
Meadows Dialysis, LLC	Delaware
MedSleuth, Inc.	California
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
Milltown Dialysis, LLC	Delaware
Milo Dialysis, LLC	Delaware
Minam Dialysis, LLC	Delaware
Minneopa Dialysis, LLC	Delaware
Monad Dialysis, LLC	Delaware
Monett Dialysis, LLC	Delaware
Morro Dialysis, LLC	Delaware

Name - Continued	Jurisdiction of Organization
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 Düben GmbH	Germany
MVZ DaVita Dillenburg GmbH	Germany
MVZ DaVita Dinkelsbühl 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 Hannover Linden GmbH	Germany
MVZ DaVita Iserlohn GmbH	Germany
MVZ DaVita Mönchengladbach 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 Salzgitter-Seesen GmbH	Germany
MVZ DaVita Schwalm-Eder 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
Navin Dialysis, LLC	Delaware
Neoporte Dialysis, LLC	Delaware
Nephrology Care Alliance, LLC	Delaware
Nephrology Medical Associates of Georgia, LLC	Georgia
Nephrology Practice Solutions, LLC	Delaware
New Bay Dialysis, LLC	Delaware
New Springs Dialysis, LLC	Delaware
Norbert Dialysis, LLC	Delaware
Norte Dialysis, LLC	Delaware
North Austin Dialysis, LLC	Delaware

Name - Continued	Jurisdiction of Organization
Northeast Ohio Home Dialysis, LLC	Delaware
Oasis Dialysis, LLC	Delaware
Ogano 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
Palmetto Dialysis, LLC	Delaware
Palo Dialysis, LLC	Delaware
Palomar Dialysis, LLC	Delaware
Panther Dialysis, LLC	Delaware
Papello Dialysis, LLC	Delaware
Parker Dialysis, LLC	Delaware
Parkside Dialysis, LLC	Delaware
Patient Pathways, LLC	Delaware
Patuk Dialysis, LLC	Delaware
Peaks 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, 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
Pine Dialysis, LLC	Delaware
Pinewoods Dialysis, LLC	Delaware
Pittsburgh Dialysis Partners, LLC	Delaware
Piute Dialysis, LLC	Delaware
Placid 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

Name - Continued	Jurisdiction of Organization
Pobello Dialysis, LLC	Delaware
Poinsett Dialysis, LLC	Delaware
Pokagon Dialysis, LLC	Delaware
Portola Dialysis, LLC	Delaware
Primrose 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
Red Willow Dialysis, LLC	Delaware
Redcliff Dialysis, LLC	Delaware
Reef Dialysis, LLC	Delaware
Refuge Dialysis, LLC	Delaware
Renal Center of Beaumont, LLC	Delaware
Renal Center of Englewood, LLC	Delaware
Renal Center of Flower Mound, LLC	Delaware
Renal Center of Fort Dodge, 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 Nederland, 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 Storm Lake, 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 Center of Westwood, LLC	Delaware
Renal Clinic Of Houston, LLC	Delaware
Renal Life Link, Inc.	Delaware
Renal Services (UK) Limited	United Kingdom
Renal Services Operations Limited	United Kingdom
Renal Services Trading 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

Name - Continued	Jurisdiction of Organization
Renal Treatment Centers, Inc.	Delaware
Renal Ventures Management, LLC	Delaware
RenalServ LLC	Delaware
Rend Dialysis, LLC	Delaware
Rhodes Dialysis, LLC	Delaware
Rickwood Dialysis, LLC	Delaware
Riddle 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
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
Russell 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
Santa Fe Springs Dialysis, LLC	Delaware
Santiam Dialysis, LLC	Delaware
Sapelo Dialysis, LLC	Delaware
Saunders Dialysis, LLC	Delaware
Seabay Dialysis, LLC	Delaware
Secour Dialysis, LLC	Delaware
Shadow Dialysis, LLC	Delaware
Shawano Dialysis, LLC	Delaware
Shayano 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
Shone Dialysis, LLC	Delaware
Shoshone Dialysis, LLC	Delaware
Siena Dialysis Center, LLC	Delaware

Name - Continued	Jurisdiction of Organization
Silverwood Dialysis, LLC	Delaware
Simeon Dialysis, LLC	Delaware
Skagit Dialysis, LLC	Delaware
Sloss 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
South Shore Dialysis Center, L.P.	Delaware
Southcrest Dialysis, LLC	Delaware
Southern Hills Dialysis Center, LLC	Delaware
Southlake Dialysis, LLC	Delaware
Southwest Atlanta Dialysis Centers, LLC	Delaware
Southwest Rocky Mountain Dialysis, LLC	Delaware
Sprague Dialysis, LLC	Delaware
Springpond Dialysis, LLC	Delaware
St. Luke's Dialysis, LLC	Delaware
Star Dialysis, LLC	Delaware
Steam Dialysis, LLC	Delaware
Stevenson Dialysis, LLC	Delaware
Stewart Dialysis, LLC	Delaware
Stines Dialysis, LLC	Delaware
Storrie Dialysis, LLC	Delaware
Sugarloaf Dialysis, LLC	Delaware
Sula 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
Terbole Participações Societárias Ltda.	Brazil
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

Name - Continued	Jurisdiction of Organization
Total Renal Laboratories, Inc.	Florida
Total Renal Research, Inc.	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
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
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
Valmack Dialysis, LLC	Delaware
Vancile Dialysis, LLC	Delaware
Vancleer Dialysis, LLC	Delaware
Vanell Dialysis, LLC	Delaware
Victory Dialysis, LLC	Delaware
Vilander Dialysis, LLC	Delaware
VillageHealth DM, LLC	Delaware
Villanueva Dialysis, LLC	Delaware
Vively Health, LLC	Delaware
Vogel Dialysis, LLC	Delaware
Volo Dialysis, LLC	Delaware
Wahconah Dialysis, LLC	Delaware
Wakonda Dialysis, LLC	Delaware
Walker Dialysis, LLC	Delaware
Wallips Dialysis LLC	Delaware
Walton Dialysis, LLC	Delaware
Washburne Dialysis, LLC	Delaware
Wayside Dialysis, LLC	Delaware
Weldon Dialysis, LLC	California

Name - Continued	Jurisdiction of Organization
West Elk Grove Dialysis, LLC	Delaware
West Sacramento Dialysis, LLC	Delaware
Weston Dialysis Center, LLC	Delaware
Whitney Dialysis, LLC	Delaware
Wilder Dialysis, LLC	Delaware
Willowbrook Dialysis Center, L.P.	Delaware
Winds Dialysis, LLC	Delaware
Winster Dialysis, LLC	Delaware
Wood Dialysis, LLC	Delaware
Woodcrest Dialysis, LLC	Delaware
Woodford Dialysis, LLC	Delaware
Wyandotte Central Dialysis, LLC	Delaware
Yargol Dialysis, LLC	Delaware
Ybor City Dialysis, LLC	Delaware
Yucaipa Dialysis, LLC	Delaware
Zara Dialysis, LLC	Delaware
Zellier Dialysis, LLC	Delaware
Zephyrhills Dialysis Center, LLC	Delaware

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the registration statements (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) on Form S-8 and the registration statement (No. 333-182572) on Form S-4 of our reports dated February 11, 2022, with respect to the consolidated financial statements and financial statement Schedule II — Valuation and Qualifying Accounts of DaVita Inc. and the effectiveness of internal control over financial reporting.

/s/ KPMG LLP

Seattle, Washington

February 11, 2022

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 11, 2022

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 11, 2022

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, 2021 as filed with the Securities and Exchange Commission on the date hereof (the “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 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 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 11, 2022

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, 2021 as filed with the Securities and Exchange Commission on the date hereof (the “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 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 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 11, 2022

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, 2022
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 ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

As of June 30, 2022, 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 $7.4 billion.

As of January 31, 2023, the number of shares of the registrant's common stock outstanding was approximately 90.4 million shares.

Documents incorporated by reference

Portions of the registrant's proxy statement for its 2023 annual meeting of stockholders are incorporated by reference in Part III of this Form 10-K.

DAVITA INC.
INDEX

PART I

Item 1. Business

Unless otherwise indicated in this report "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 more than 20 years. We care for our patients at every stage and setting along their kidney health journey–including earlier diagnosis and prevention, supporting the transplant process, helping with end of life and ensuring they are supported at home, in our dialysis centers and in the hospital and/or skilled nursing facilities. We are committed to bold, patient-centric care models, implementing the latest technologies and advancing integrated care offerings. 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."

There are five stages of chronic kidney disease (CKD). These stages are generally based on how well the kidneys work to filter waste and extra fluid out of the blood–with higher stages of CKD corresponding to progressing levels of kidney disease. Stage 1 CKD is the closest to healthy kidney function. Stage 5 classification indicates that a patient has severe kidney damage.

A patient diagnosed with Stage 5 CKD has kidneys that have lost nearly all functionality or have failed. If the patient's kidneys fail, they are then diagnosed with end stage renal disease (ESRD), also known as end stage kidney disease (ESKD). Because loss of kidney function is normally irreversible, ESKD patients require 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 ESKD generally require regular life-sustaining dialysis therapy for the rest of their lives or until they receive a kidney transplant.

The treatment goal for CKD patients prior to Stage 5 is to manage and slow the progression of the disease to preserve kidney functionality. Because 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, slowing the progression generally involves working with nephrologists or dieticians to help control blood pressure, monitor blood glucose and maintain healthy diet and exercise routines, among other things.

Our businesses

We are one of the two largest dialysis providers in the United States. Our U.S. dialysis and related lab services (U.S. dialysis) business treats patients with chronic kidney failure, ESKD, in the United States, and is our largest line of business. Our robust platform to deliver kidney care services also includes established nephrology and payor relationships.

In addition, as of December 31, 2022, our international operations provided dialysis and administrative services to a total of 350 outpatient dialysis centers located in 11 countries outside of the U.S., serving approximately 45,600 patients.

Finally, our U.S. integrated kidney care (IKC) business provided integrated care and disease management services to 42,000 patients in risk-based integrated care arrangements and to an additional 15,000 patients in other integrated care arrangements across the United States as of December 31, 2022. A majority of the patients served by our integrated care business are also our dialysis patients.

We also maintain a few other ancillary services and investments outside of our U.S. dialysis, U.S. IKC, or international operations, which we refer to as our U.S. other ancillary services.

We refer to our U.S. integrated kidney care business, U.S. other ancillary services and international operations as, collectively, our "ancillary services." We also have a separate corporate administrative support function that supports our U.S. dialysis business and these ancillary services. Each of our businesses are described in greater detail in the sections that follow.

Our care model

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 equitable clinical outcomes and quality of life for our patients. According to the most recently published data, for eight consecutive years, we have continued as 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 ESKD. In addition, according to the most recently published data, for seven consecutive years, we have also continued as an industry leader 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. We are also among the early leaders in the ESRD Treatment Choices (ETC) Model, which was launched by the CMS Center for Medicare and Medicaid Innovation (CMMI) in January 2021 with the stated intent to "encourage greater use of home dialysis and kidney transplants for Medicare beneficiaries with ESKD, while reducing Medicare expenditures and preserving or enhancing the quality of care furnished to beneficiaries with ESKD."

Value-based arrangements are proliferating in the kidney health space. These arrangements are allowing for a much larger degree of collaboration between nephrologists, providers, and transplant programs, resulting in a more complete understanding of each patient's clinical needs, which we believe leads to better care coordination and earlier intervention. Our IKC business is an active participant in CMMI's Comprehensive Kidney Care Contracting (CKCC) model that seeks to manage the care of late stage CKD and ESKD patients to delay the progression of kidney disease, promote home dialysis, and incentivize transplants.

Our quality clinical outcomes are driven by our experienced and knowledgeable caregivers. 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, 2022, our domestic Chief Medical Officer leads a team of 23 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 nine nephrologists in our physician leadership team as part of our international OCMO as of December 31, 2022. Our OCMO teammates represent a variety of academic, clinical practice, and clinical research backgrounds. We also have a Physician Council that serves as an advisory body to senior management, which was composed of 10 physicians with extensive experience in clinical practice and five Group Medical Directors as of December 31, 2022.

On June 19, 2019, we completed the sale of our prior 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 impacted by continued and compounding effects of the coronavirus (COVID-19) pandemic. We continue to closely monitor the impact on our business of the pandemic and the resulting economic and political environment, including the various impacts on our patients, teammates, physician partners, suppliers, vendors and business partners.

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 the pandemic, 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 and initiatives to help safely maintain continuity of care for our patients and help protect our caregivers and provide access to vaccinations. These protocols and initiatives include, among other things, policies to implement dedicated care shifts for patients with confirmed or suspected COVID-19 and other enhanced clinical practices. These efforts are part of our wider Prepare, Prevent, Respond and Recover protocol that includes operational initiatives such as the redistribution of teammates, machines and supplies across the country as needed, increased investment in and utilization of telehealth capabilities, and administration of COVID-19 vaccines. These initiatives have increased our expenses and operational complexity, and also may involve increased execution and compliance risks.

We believe the ultimate impact of this pandemic on the Company will depend on future developments that are highly uncertain and difficult to predict. 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,*" the risk factor in Item 1A. Risk Factors under the heading "*Macroeconomic conditions and global events...*,"and the discussion under the heading "*COVID-19, General Economic and Marketplace Conditions, and Legal and Regulatory Developments*" in Part II, 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 ESKD. As of December 31, 2022, we provided dialysis and administrative services in the U.S. through a network of 2,724 outpatient dialysis centers in 46 states and the District of Columbia, serving a total of approximately 199,400 patients. We also have contracts to provide hospital inpatient dialysis services in approximately 820 hospitals and related laboratory services throughout the U.S.

According to the United States Renal Data System (USRDS), there were over 562,000 ESKD dialysis patients in the U.S. in 2020. Based on the most recent 2022 annual data report from the USRDS, the underlying ESKD dialysis patient population grew at an approximate compound rate of 3.0% from 2010 to 2020 and 2.1% from 2015 to 2020 as compared to a decline in growth of (1.2)% from 2019 to 2020, which suggests that the rate of growth of the ESKD patient population is declining relative to long term trends. As the USRDS only presents data through December 31, 2020, it does not yet reflect the continued and compounding impact of COVID-19 on this patient base. A number of factors may impact ESKD growth rates, including, among others, mortality rates for dialysis patients or CKD patients, the aging of the U.S. population, transplant rates, incidence rates for diseases that cause kidney failure such as diabetes and hypertension and growth rates of minority populations with higher than average incidence rates of ESKD. Certain of these factors, in particular mortality rates for dialysis or CKD patients, have been impacted by the COVID-19 pandemic.

Treatment options for ESKD

Treatment options for ESKD are dialysis and kidney transplantation.

Dialysis options

- *Hemodialysis*

Hemodialysis, the most common form of ESKD treatment, is usually performed at a freestanding outpatient dialysis center, at a hospital-based outpatient center, in a skilled nursing facility 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 ESKD and ESKD 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 ESKD patients may perform hemodialysis with the help of a care partner 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 considered 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 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 "*—Integrated Kidney Care and Medicare and Medicaid program reforms*."

U.S. dialysis services we provide

Outpatient hemodialysis services

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.

Our total patient turnover at centers we consolidate, which is based upon all causes, averaged approximately 27% in both 2022 and 2021. The overall number of patients to whom we provided services in the U.S. in 2022 decreased by approximately 1.8% from 2021, primarily due to an increase in mortality rates, which have been impacted by the COVID-19 pandemic. This was partially offset by new dialysis patients who started treating at our centers acquired during the year.

Hospital inpatient hemodialysis services

As of December 31, 2022, we have contracts to provide hospital inpatient hemodialysis services, excluding physician services, to patients in approximately 820 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.

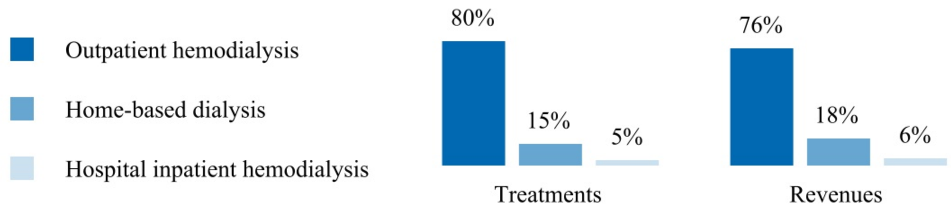
Home-based dialysis services

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 ESKD patients that receive dialysis at home.

According to the most recent 2022 annual data report from the USRDS, in 2020 approximately 14% of ESKD 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, 2022.



Other

ESKD laboratory services

We operate a separately licensed and highly automated clinical laboratory which specializes in ESKD patient testing. This specialized laboratory provides routine laboratory tests for dialysis and other physician-prescribed laboratory tests for ESKD patients. Our laboratory provides these tests predominantly for our ESKD patients throughout the U.S. These tests are performed for a variety of reasons, including to monitor a patient's ESKD 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 56 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, 2022. 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, other government-based programs including our agreement with the Veterans Administration, and commercial insurance plans. The following table summarizes our U.S. dialysis revenues by payor source for U.S. dialysis patient services revenues the year ended December 31, 2022:

Medicare and Medicare Advantage plans	57 %
Medicaid and managed Medicaid plans	7 %
Other government-based programs	3 %
Total government-based programs	67 %
Commercial (including hospital dialysis services)	33 %
Total U.S. dialysis patient service revenues	100 %

Medicare revenue

Medicare fee for service

Since 1972, the federal government has provided healthcare coverage for qualified 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.

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 erythropoiesis-stimulating agents (ESAs), calcimimetics, vitamin D analogs and iron supplements, irrespective of the level of pharmaceuticals administered to the patient or additional services performed. Most lab services are also included in the bundled payment.

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, 2022, approximately 90% of our total dialysis patients were covered under some form of government-based program, with approximately 75% of our dialysis patients covered under Medicare and Medicare Advantage plans.

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. For scoring and payment adjustment purposes in the performance year 2022 ESRD QIP, CMS determined that circumstances caused by COVID-19 have significantly affected the validity and reliability of the measures and resulting performance scores. The policies finalized in this rule are intended to ensure that these programs do not penalize facilities based on circumstances caused by COVID-19 that the measures were not designed to accommodate. In this final rule, the CMS finalized its proposal to suppress the use of certain measures impacted by COVID-19. Under these finalized policies, no facility will receive a payment reduction for 2022.

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, but it does not always cover the actual inflationary increase.

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, administered through CMMI in approximately 20% of our dialysis clinics across the country.

On October 31, 2022, CMS issued a final rule to update the ESRD PPS payment rate and policies. Among other things, the rule updates payment rates under the ESRD PPS for renal dialysis services furnished to beneficiaries on or after January 1, 2023, finalizes updates to the Acute Kidney Injury (AKI) dialysis payment rate for dialysis services furnished by ESRD facilities for calendar year 2023 and updates requirements for the ESRD Quality Incentive Program. CMS estimates the final rule will affect ESRD facilities' average reimbursement by a productivity-adjusted market basket increase of 3.0% in 2023.

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. Federal COVID-19 relief legislation suspended the 2% Medicare sequestration from May 1, 2020 through December 31, 2021. The Protecting Medicare and American Farmers from Sequester Cuts Act, signed into law on December 10, 2021, extended the suspension of the 2% Medicare sequestration from December 31, 2021 through March 31, 2022, with 1% Medicare sequestration beginning April 1, 2022 through June 30, 2022 and 2% Medicare sequestration beginning July 1, 2022 and thereafter. While in effect, the suspension of sequestration significantly increased our revenues.

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 can become 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 or if the patient chooses Medicare over the commercial plan. 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 many 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.

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 (FFS) 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, has allowed 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 has broadened 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. In February 2023, CMS released the CY 2024 MA Advance Notice (the Notice). Among other changes, the Notice contains information about potential future MA rate increases and updates certain policies associated with risk adjustments. We are continuing to assess the impact of the Notice and related MA regulations on our business.

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

As discussed above, if a patient has commercial insurance, then that commercial insurance plan is generally responsible for payment of dialysis services for up to the first 33 months before that patient becomes eligible to elect to have Medicare as their primary payor for dialysis services. 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 commercial payors or third party administrators. Our commercial contracts sometimes contain annual price escalator provisions. We are comprehensively contracted, and the vast majority of patients insured through commercial health plans are covered by one of our commercial contracts, though we also receive payments from a limited set of commercial patients that are covered by a health plan that considers us out-of-network. While our out-of-network payment rates are on average higher than in-network commercial contract payment rates, we have made efforts to be contracted with the majority of commercial payors offering health plans.

Approximately 26% 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, 2022. Non-hospital commercial patients as a percentage of our total U.S. dialysis patients for 2022 were relatively flat compared to 2021. Less than 1% of our U.S. dialysis revenues are due directly from patients. No single commercial payor accounted for more than 10% of total U.S. dialysis revenues for the year ended December 31, 2022. 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. For additional detail on these factors and other risks associated with on our commercial revenue, 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...;" "Changes in federal and state healthcare legislation or regulations...;" "If the number or percentage of patients with higher-paying commercial insurance declines...;"* and *"Macroeconomic conditions and global events..."*

Revenue from other pharmaceuticals

For the year ended December 31, 2020, the oral and intravenous forms of calcimimetics, a drug class taken by many patients with ESRD to treat mineral bone disorder, were separately reimbursed through the transitional drug add-on payment adjustment (TDAPA) model based on a pass-through rate of the average sales price plus 0%, before sequestration. Effective January 1, 2021, both oral and intravenous forms of calcimimetics were added to the ESRD PPS bundled payment and as a result our operating income from calcimimetics since then has been more stable as compared to the year ended December 31, 2020.

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 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, 2022, revenues from joint ventures in which we have a controlling interest represented approximately 28% of our 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 ESKD patient generally seeks treatment or support for their home 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 4,900 nephrologists currently refer patients to our outpatient dialysis centers.

Medical directors

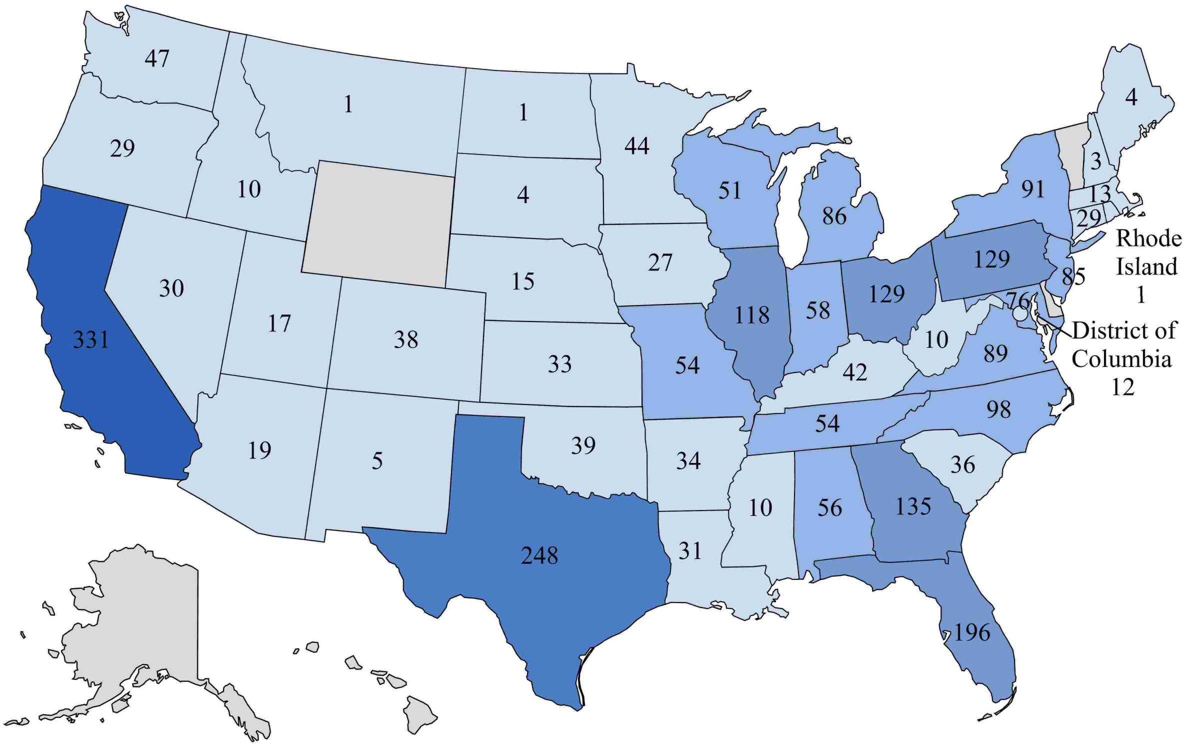
Participation in the Medicare ESRD program requires that dialysis services at an outpatient dialysis center be under the general supervision of a medical director. Per these requirements, this individual is usually a board certified nephrologist. We engage physicians or groups of physicians to serve 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 900 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 dialysis centers operated by other providers 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 dialysis centers operated by other providers. In January 2023, the Federal Trade Commission proposed a new rule that would generally prohibit employers from using noncompete clauses in contracts with workers that extend beyond the termination of the employment or independent contractor relationship. The proposed rule remains open for comment and a final rule has not been issued. We are monitoring these developments for any potential impact on us, including on our agreements with teammates, our arrangements with medical directors, joint venture operating agreements, or the terms of any of our existing agreements with physicians should the new rules ultimately be finalized and implemented in this area.

Location of our U.S. dialysis centers

We operated 2,724 outpatient dialysis centers in the U.S. as of December 31, 2022 and 2,668 of these centers are consolidated in our financial statements. Of the remaining 56 nonconsolidated U.S. outpatient dialysis centers, we own noncontrolling interests in 54 centers and provide management and administrative services to two centers that are wholly-owned by third parties. The locations of the 2,668 U.S. outpatient dialysis centers consolidated in our financial statements at December 31, 2022, were as follows:



Ancillary services, including our international operations

Our ancillary services relate primarily to our core business of providing kidney care services. As of December 31, 2022, these consisted primarily of our U.S. integrated kidney care (IKC) business, certain U.S. other ancillary businesses (including our clinical research programs, transplant software business, and venture investment group), and our international operations.

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 and coordinate care among healthcare participants across the renal care continuum from CKD to ESKD 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, payors and other specialists with a view towards improving clinical outcomes for our patients and reducing the overall cost of comprehensive kidney care. Certain of our ancillary services are described below.

U.S. Integrated Kidney Care

- *Integrated Kidney Care.* 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 ESKD and CKD. Through a combination of health monitoring, clinical coordination, innovative interventions, predictive analytics, medical claims analysis and information technology, we endeavor to assist our health plan and government program 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 for services provided over the contract period, or related to the operation of risk-based and value-based programs, including shared savings, pay-for-performance, and capitation contracts. DaVita IKC also contracts with payors to support Medicare Advantage ESKD special needs plans to provide ESKD patients full service healthcare. DaVita IKC supported our ESKD seamless care organizations (ESCO) joint venture programs until their completion in 2021, and DaVita IKC has commenced participation in both the involuntary and certain voluntary payment models administered by CMMI. As further described below under the heading "*—Government regulation—CMMI Payment Models*", the Company has invested resources, and expects to continue to invest substantial resources in these models as part of the Company's overall plan to grow its integrated kidney care business and value-based care initiatives. See Note 1, *Other revenue,* in the Company's consolidated financial statements for more information on how the Company accounts for its integrated care arrangements.

The Company is also developing, and has entered into, various forms of technology-based, administrative, financial and other collaboration and incentive arrangements with physician partners and other providers in support of our innovation, developing and expanding integrated kidney care programs and arrangements.

- *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 that are billed on a per-search basis. NPS also offers physician practice management services to nephrologists under administrative and management services agreements. These administrative and management 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. Fees generated from these services are recognized as earned typically based upon flat fees or cash collections generated by the physician practice.

U.S. Other Ancillary services

- *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.
- *Transplant software business.* DaVita's transplant software business, MedSleuth, works with transplant centers across the U.S. to provide greater connectivity among transplant candidates, transplant centers, physicians and care teams to help improve the experience and outcomes for kidney and liver transplant patients.
- *Venture Group.* DaVita Venture Group (DVG) focuses on innovative products, solutions and businesses that improve care for patients with kidney disease and related conditions. DVG identifies companies and products for acquisitions, strategic partnerships, and venture investment opportunities. DVG's focus includes innovation in digital health, pharmaceuticals, medical devices, and care delivery models.

For additional discussion of our ancillary services, see Part II, Item 7, "*Management's Discussion and Analysis of Financial Condition and Results of Operations*."

International dialysis operations

We operated 350 outpatient dialysis centers located in 11 countries outside of the U.S. serving approximately 45,600 patients as of December 31, 2022. Of these 350 dialysis centers, 299 are consolidated in our financial statements and we own a noncontrolling interest in the remaining centers. 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 in our ancillary services.

As of December 31, 2022, the international outpatient dialysis centers we operate were located as follows:

Brazil	93
Poland	63
Germany	52
Malaysia[(1)]	40
Colombia	31
United Kingdom	25
Saudi Arabia	25
Portugal	10
Japan[(1)]	5
Singapore[(1)]	4
China[(1)]	2
	350

(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 and professional fees 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.

If any of our personnel, representatives, third party vendors or operations are alleged to have violated these or other laws, regulations or requirements, we could experience material harm to our reputation and stock price, and it could impact our relationships and/or contracts related to our business, among other things. If any of our personnel, representatives, third party vendors or operations are found to violate these or other laws, regulations or requirements, we could suffer additional severe consequences that could have a material adverse effect on our business, results of operations, financial condition and cash flows. The consequences could include, among others:

- Loss of required certifications, suspension or exclusion from or termination of our participation in federal or state government programs (including, without limitation, 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;
- Imposition of corporate integrity agreements, corrective action plans 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;

- Enforcement actions, investigations or audits by government agencies and/or initiated by qui tam relators related to interoperability and related data sharing and access requirements and regulations;
- 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, hospital services and skilled nursing home agreements, real estate leases, value based arrangements, clinical incentive programs, payor contracts and consulting or participating provider agreements with physicians, among others; and
- Harm to our reputation which could negatively impact our business relationships and stock price, our ability to attract and retain patients, physicians and teammates, our ability to obtain financing and our 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. In addition, each of the laws, regulations and other requirements, including interpretations thereof, 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 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 *"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..."*

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 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 September 2019, CMS finalized updates to the Provider Enrollment Rule creating onerous disclosure obligations for all providers enrolling in Medicare, Medicaid and the Children's Health Insurance Plan (CHIP). The final rule provides CMS with stronger revocation authority, increases the bar for re-enrollment, and permits CMS to impose a Medicare reapplication bar where a prospective provider's Medicare enrollment application is denied because the provider submitted incomplete, false, or misleading information for providers who are terminated from the Medicare program. CMS may also deny enrollment to providers 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 Medicare re-enrollment, under certain circumstances it could have a material adverse impact on our business, results of operations, financial condition, cash flows and reputation.

In addition to certification by CMS, our dialysis centers are also certified by each state Medicaid program, are licensed in those states that require licensing for dialysis clinics, and are required to obtain licenses, permits and certificates, including for such areas as biomedical waste. Failure to obtain the correct certifications, permits and certificates as well as a failure to adhere to the requirements thereunder, may result in penalties, fines, and the loss of the right to operate, any of which could have a material adverse impact on our business, results of operations, financial condition, cash flow 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 statutory fines of up to $100,000 or both. Larger criminal fines can be imposed 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 statutory amounts of up to $100,000 (adjusted for inflation) in monetary penalties per violation, assessments of up to three times the total payments between the parties to the arrangement, and permissive exclusion from participation in the federal healthcare programs or suspension from future participation in Medicare and Medicaid. The ACA amended the federal Anti-Kickback Statute to clarify that the defendant may not need to have actual knowledge of the federal Anti-Kickback Statute or have the specific intent to violate it and 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) and can result in treble damages and other penalties under the FCA. In addition, HHS' Office of Inspector General (OIG) and CMS in 2020 released a final rule implementing modifications to the Federal Anti-Kickback Statute and Civil Monetary Penalties Statute intended to promote value-based and coordinated care arrangements as well as reduce other regulatory burdens. Most changes implemented by the final rule went into effect on January 19, 2021.

The federal Anti-Kickback Statute includes statutory exceptions and regulatory safe harbors that protect certain arrangements. Business transactions and arrangements that are structured fully within an applicable safe harbor do not violate the federal Anti-Kickback Statute. When an arrangement is not structured fully within 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, and may be subject to greater scrutiny by enforcement agencies.

In the ordinary course of our business operations, DaVita and its ancillary businesses and subsidiaries enter into numerous arrangements with physicians and other potential referral sources, that potentially implicate the Anti-Kickback Statute. Examples of such arrangements include, among other things, medical director agreements, joint ventures, leases and subleases with entities in which physicians, hospitals or medical groups hold ownership interests, consulting agreements, hospital services agreements, discharge planning services agreements, acute dialysis services agreements, value-based care arrangements, employment and coverage agreements, and incentive performance arrangements. In addition, some referring physicians may own DaVita Inc. common stock. Furthermore, our dialysis centers and subsidiaries sometimes enter into certain rebate, pricing, or other contracts to acquire certain discounted items and services that may be reimbursed by a federal healthcare program.

Agreements and other arrangements can still be appropriate under the federal Anti-Kickback Statute even if they fail to meet all parameters of a relevant safe harbor provision; and we endeavor to structure our arrangements within applicable safe harbors, although some arrangements are not structured fully within a safe harbor.

If any of our current or previous business transactions or arrangements, including but not limited to 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 is a strict liability civil law that 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. 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. If the Stark Law is implicated, the financial relationship must fully satisfy a Stark Law exception. If an exception to the Stark Law 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 (adjusted for inflation) for each service arising out of the prohibited referral, a statutory civil penalty of up to $100,000 (adjusted for inflation) 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. Furthermore, Stark Law violations and failure to return overpayments timely can form the basis for FCA liability as discussed below. In addition, CMS released a final rule implementing modifications to the Stark Law intended to promote value-based and coordinated care arrangements as well as reduce other regulatory burdens. Most changes implemented by the final rule went into effect on January 19, 2021.

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, we believe that the services performed in our facilities generally are not DHS. 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, we believe that our arrangements with such hospitals for the provision of dialysis services to hospital inpatients should 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.

In the ordinary course of business operations, DaVita and its ancillary businesses and subsidiaries have many different types of financial arrangements with referring physicians that potentially implicate the Stark Law, including, but not limited to, medical director agreements, joint ventures, leases and subleases with entities in which physicians, hospitals or medical groups hold ownership interest, consulting agreements, hospital services agreements, discharge planning services agreements, acute dialysis services agreements, value-based care arrangements, employment agreements and incentive performance arrangements. In addition, some referring physicians may own our common stock in reliance on the Stark Law exception for investment interests in large publicly traded companies.

If our interpretation of the applicability of the Stark Law to our operations is incorrect, the controls we have implemented fail, an arrangement is entered into outside of our processes, or we were to fail to satisfy an applicable exception to the Stark Law, we could be found to be in violation of the Stark Law and 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.

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 finding by CMS or other regulatory or enforcement authorities that we have violated the Stark Law or related 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.

False Claims Act

The federal FCA is a means of policing false claims, 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, plus up to approximately $25,000 per claim, 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, the FCA imposes 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.

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. In December 2022, proposed modifications relating to the application of FCA under the Medicare program were released. As proposed, the modifications would amend the knowledge requirement and remove references to quantification, among other things. We will monitor the comment process and finalization of the proposed rules, and will assess any changes relating to the FCA that are implemented to the extent they could impact our business.

Fraud and abuse under state law

State fraud and abuse laws related to anti-kickback, physician self-referral, beneficiary inducement and false claims often mirror those requirements of the applicable federal laws, or, in some instances contain additional or different requirements. If we were found to violate these state laws and regulations, we, among other things, could face criminal, civil or administrative sanctions, including loss of licensure or possible exclusion for Medicaid and other state and federal healthcare programs. Any findings that we have violated these laws and regulations could have a material adverse impact on our business, operations, financial condition, cash flows, reputation and stock price.

In addition to these fraud waste and abuse laws, 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 items or services, including medical directors, or 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 participation in 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 not owned by health care providers, such as our Company and our subsidiaries, from practicing medicine, employing physicians and other licensed health care providers providing certain clinical services or exercising control over medical or clinical decisions by physicians and potentially other types of licensed health care providers (known collectively as the corporate practice of medicine). These states may also prohibit entities from engaging in certain financial arrangements, such as fee-splitting, with physicians and potentially other types of licensed health care providers. Violations of the corporate practice of medicine, fee-splitting and related laws vary by state and may result in physicians and potentially other types of licensed health care providers being subject to disciplinary action, as well as to forfeiture of revenues from payors for services rendered. Violations may also bring both civil and, in more extreme cases, criminal liability for engaging in medical practice without a license and violating the corporate practice of medicine, fee-splitting and related laws. 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.

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 from 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 participation in 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 and others for the purpose of obtaining or retaining business. A violation of the FCPA or other similar laws 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 or other adverse impacts under 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, cash flows and stock price.

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, and U.S. state attorneys general, or other regulators or law enforcement, 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 applicable privacy and security requirements of comprehensive privacy and data protection laws, consumer protection laws, labor and employment laws, and its publicly-available notices.

Data protection laws and regulations are evolving globally, and may continue to add additional compliance costs and legal risks to our international operations. In the European Union, the General Data Protection Regulation (EU 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 EU GDPR, regulatory penalties may be passed by data protection authorities for up to the greater of 4% of worldwide turnover or €20 million. The United Kingdom has implemented similar legislation (UK GDPR) that may carry similar compliance and operational costs as the EU GDPR, and non-compliance with which carries potential fines of up to the greater of £17.5 million or 4% of global turnover. The costs of compliance with, and other burdens imposed by, the EU GDPR, UK GDPR and other new laws, regulations and policies implementing the EU GDPR and UK GDPR may impact our European and United Kingdom operations and may limit the ways in which we can provide services or use personal data collected while providing services.

Privacy and data protection laws are also evolving nationally, providing for enhanced state privacy rights that are broader than the current federal privacy rights, and may add additional compliance costs and legal risks to our U.S. operations. For example, the California Consumer Protection Act (CCPA), which became effective January 1, 2020, 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 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. Additionally, the California Privacy Rights Act (CPRA), which took effect on January 1, 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. California also has a new data protection agency, the California Privacy Protection Agency, which is in the process of promulgating regulations under the CPRA amendments to the CCPA and will have concurrent enforcement powers with the California Department of Justice. Under CPRA amendments, certain businesses with higher risk privacy and security practices are required to submit annual audits to the agency on a regular basis. In addition to California, other states have passed similar privacy laws that will come into effect in 2023. These state data protection laws will likely result in broader increased regulatory scrutiny in applicable states 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 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 seek to mitigate any potential operational or legal liabilities stemming from data security risks. For additional details on the risks of compliance with applicable privacy and security laws, regulations and standards, see the discussion in Item 1A. Risk Factors under the heading "*Privacy and information security laws are complex...*"

Integrated Kidney Care and Medicare and Medicaid program reforms

The regulatory framework of the healthcare marketplace continues 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 programs. The following discussion describes certain of these changes in further detail.

CMMI Payment Models: 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. The first of these, the ESRD Treatment Choices (ETC) mandatory payment model launched in approximately 30% of dialysis clinics across the country on January 1, 2021, and CMS subsequently issued several clarifying rules through November 2022. CMS also announced the implementation of two voluntary kidney care payment models, Kidney Care First (KCF) and Comprehensive Kidney Care Contracting (CKCC), 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. Certain of these payment models, such as the First Performance Period for the Kidney Care Choices Model CKCC Options (the CKCC Model) commenced on January 1, 2022. As described above, the Company has invested substantial resources, and expects to continue to invest substantial resources in these models as part of the Company's overall plan to grow its integrated kidney care business and value-based care initiatives.

For additional details on the risks related to integrated kidney care and Medicare and Medicaid program reforms, see the discussion in Item 1A. Risk Factors under the headings "*If we are not able to successfully implement our strategy with respect to our integrated kidney care and value-based care initiatives...;"* and *"If we are unable to compete successfully..."*

Healthcare Reform, ACA and related regulations: The ACA regulatory framework of the healthcare marketplace continues to evolve as a result of executive, legislative, regulatory and administrative developments and judicial proceedings. For example, the expanded access to healthcare developed under the ACA has been both positively and negatively impacted over time by subsequent legal, regulatory and judicial action. In 2021 and 2022, the American Rescue Plan and Inflation Reduction Act of 2022 included several provisions designed to expand health coverage, including the expansion and extension of premium tax credits that assist consumers who purchase health insurance on marketplaces developed under the ACA and temporarily offering incentives to expand Medicaid coverage for states that have not yet done so. 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 is likely to have a material adverse impact on our business.

Changes to the political environment may increase the likelihood of legislative or regulatory changes that would impact us, such as changes to the healthcare regulatory landscape. Examples of such potential changes also could include, among other things, legislative developments or changes to the eligibility age for Medicare beneficiaries. Some of these or other 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/or increase our expenses, among other things. The timing of legislative or executive action related to these potential initiatives, if any, remains uncertain, particularly in light of the current economic environment, 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 potential changes at the federal and/or state level to laws, regulations and other requirements that govern our business.

21st Century Cures Act: As described above under the heading "*—Medicare Advantage revenue,"* the Cures Act broadened patient access to certain enhanced benefits offered by MA plans. This change in benefit eligibility has increased the percentage of our patients on MA plans as compared to Medicare Part B plans, though it is unclear how many eligible ESRD patients will continue to seek to enroll in MA plans for their ESRD benefits over time. In addition, the Cures Act also includes provisions related to data interoperability, information blocking and patient access. For details on the risks associated with these provisions of the Cures Act, 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...;" "If the number or percentage of patients with higher-*

paying commercial insurance declines...;" and *"Failing to effectively maintain, operate or upgrade our information systems or those of third-party service providers upon which we rely..."*

Health Plan Price Transparency Rules: In addition, recent price transparency regulations require most group health plans, and health insurance issuers in the group and individual markets, to make certain pricing and patient responsibility information publicly available. On July 1, 2022, most group health plans and issuers of group or individual health insurance were required to begin publishing machine-readable files that include negotiated rates for all covered items and services with all providers and out-of-network allowed amounts. For plan years that begin on or after January 1, 2023, most group health plans, and health insurance issuers in the group and individual markets, must provide enrollees with out-of-pocket cost and underlying provider negotiated rate information in a consumer-friendly format for an initial list of 500 designated services (which do not include dialysis). A plan or issuer may choose to include more than these 500 services, and for plan years that begin on or after January 1, 2024, most group health plans, and health insurance issuers in the group and individual markets, must provide enrollees with this information for all covered items and services. Additionally, CMS released regulations associated with "surprise billing" which necessitate, among other requirements, that certain providers provide patients with information regarding patient financial accountability and costs of services in advance of care being provided. While the ultimate impact of these requirements remains uncertain, any changes by group health plans, health insurance issuers in the group and individual markets, or consumer choices resulting from these requirements could have a material adverse impact on our business, results of operations, and financial condition, and could materially harm our reputation.

In addition to the aforementioned pricing transparency rules, the government has also implemented certain additional pricing transparency requirements that apply to certain types of providers, including DaVita. Under the No Surprises Act, which went into effect January 1, 2022, certain providers, including DaVita, will be required to develop and disclose a “Good Faith Estimate” (GFE) that details the expected charges for furnishing an item or service to an uninsured or self-pay patient. The GFE must include certain specific information such as, among other things, co-provider service cost estimates, and is subject to certain format, availability and dispute resolution requirements. Similar to the aforementioned pricing transparency rules, the impact of the GFE requirements on DaVita remains uncertain at this time, in part due to ongoing rulemaking around the No Surprises Act as well as uncertainty around operational timeframes, potential penalties and patient reaction, among other things.

COVID-19 Response: The COVID-19 pandemic has had a continuing and compounding impact on our community and our business. Through the pandemic, we have continued our focus on the health, safety and well-being of our patients, teammates and physician partners. Most importantly, we have continued to focus on helping to ensure that our patients have the ability to maintain continuity of care throughout this pandemic, 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 and initiatives to help safely maintain continuity of care for our patients and help protect our caregivers. We carefully monitor the efficacy of our response protocols and their impact on our operations and strategic priorities as the pandemic continues.

Federal and state governments have also responded to the pandemic through legislation, rule making, interpretive guidance and modifications to agency policies and procedures, designed to provide emergency economic relief measures. These governmental responses include, among other things, regulations from OSHA and CMS that impact our operations. COVID-19-related regulations have shaped our pandemic response, and have impacted our costs and operations. Certain of these increased costs relate to, among other things, personal protective equipment (PPE), fit-testing, paid time off, and surveillance testing of our teammates for COVID-19, as well as other heightened obligations with which we must comply. Compliance with COVID-19-related safety rules and regulations is enforced with sanctions and/or fines, and non-compliance also has the potential for negative publicity or reputational impact. These rules have added complexity and uncertainty to the already complex and highly regulated environment that we operate in, and the novel nature of our COVID-19 response, including, among other things, with respect to waivers of certain regulatory requirements, temporary clinical and operational changes and administration of COVID-19 vaccines, some of which are currently available under emergency use authorizations, as well as our efforts to comply with these evolving rules and regulations, may increase our exposure to legal, regulatory and clinical risks. In addition, in the event any of our temporary clinical and operational changes in response to COVID-19 become permanent, it could have an adverse impact on our business to the extent such changes result in increased costs or otherwise negatively impact our operations.

As the COVID-19 pandemic evolves, federal and state regulatory authorities continue to issue additional guidance with respect to COVID-19, and at this time we cannot predict the ultimate impact these government actions may have on our business, results of operations, financial condition and cash flows. We will continue to assess the impact of statutes, regulations and supervisory guidance related to the COVID-19 pandemic. For additional information on the risks to our business associated with COVID-19 and labor market conditions, see the risk factors in Item 1A. Risk Factors under the headings, "*Macroeconomic conditions and global events...;*" and "*Our business is labor intensive and if our labor costs continue to rise...*"

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. OSHA 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-based policy proposals 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 instance, in 2022, voters in California considered a statewide ballot initiative proposed by the Service Employees International Union - United Healthcare Workers West (SEIU) 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 voters rejected this most recent ballot initiative in 2022, we incurred substantial costs to oppose it. We may continue to 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 without limitation 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 set of governmental laws, regulations and other requirements..."*

Corporate compliance program

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 health care regulatory 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 (CEO) and the Chair of the Compliance and Quality Committee of our Board of Directors (Board).

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 or repeatedly failed to comply with applicable laws, regulations or requirements, 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 remains highly competitive, with many new entrants aggressively entering the kidney healthcare business space. 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 to engage physicians qualified to provide required medical director services. In addition to these large and medium sized dialysis providers with substantial financial resources and other established participants in the dialysis space, we also compete with new dialysis providers, 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 and healthcare 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 referrals, and referral source relationships, in which such sources understand us to be the clinical and operational leaders in the market 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 our referral sources' trust in our capabilities or if we experience significant patient attrition or lack of new patient growth relative to our competitors.

Our largest competitor, Fresenius Medical Group (FMC), 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 2021, 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.

In addition to traditional dialysis providers, there have been a number of announcements, initiatives and capital raises by non-traditional dialysis providers and others along the full continuum of kidney care from CKD to dialysis to transplant. These business entities, certain of which command considerable resources and capital, may increasingly compete with us in the integrated kidney care market as we seek to grow in that space, or they may focus their efforts on the development of more conventional dialysis competition or the commencement of other new business activities or the development of innovative technologies that could be transformative to the industry. 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...*"

Insurance

We are primarily self-insured with respect to professional and general liability, workers' compensation and automobile risks, and a portion of our employment liability practice 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 equitably 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 develop 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 can allow us to hire ahead of needs;
- Providing development and professional growth opportunities; and
- Offering a robust and competitive total rewards program.

These efforts are underpinned by a foundational focus on diversity and belonging that starts at the top with our Board 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, leads to better care of our patients and the communities we serve.

As of December 31, 2022, we employed approximately 70,000 teammates, including our international teammates.

Oversight & Management

Our Board 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 CEO on management development and succession planning. Among other things, our Board 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, in conjunction with its committees, 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, patients and communities, among others.

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 broad participation of senior leadership.

Diversity & Belonging

Our investment in our teammates is underscored by our commitment to Diversity & Belonging (D&B). We published our first D&B Report in March 2021, which disclosed our diversity metrics and roadmap for delivering our vision of cultivating "a diverse Village where everyone belongs." Our 3,074 dialysis centers operate in communities large and small, in nearly every state in the U.S. as well as 11 other countries. 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. In addition, in 2022, we launched certain employee resource groups to create a community for teammates from underrepresented groups. Based on our most recent internal surveys, 81% of teammates indicated that they feel a sense of belonging within the DaVita community. We also launched our third annual Week of Belonging in 2022, engaging teammates globally with activities and education designed to further create a sense of belonging.

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 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 in our Company and ensuring that we are creating a welcoming, open environment where all teammates, patients, physicians and care partners belong.

As of December 31, 2022, our Village in the U.S. was comprised of 78% women and 56% people of color. We are proud of the fact that in the U.S. as of December 31, 2022, 74% of our managers and 61% of our directors are women and that leaders with profit and loss responsibility are 53% women and 30% people of color. We also are proud that our Board is comprised of 30% women and 20% 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. We are also among the 11% of a selected group of companies in the Fortune 500 and S&P 500 to have a person of color serve as our CEO. We publish our demographic data in our EEO-1 Report, which is included in our Sustainability Accounting Standards Board (SASB) Report. As of December 31, 2022, we are meeting or exceeding 79% of EEO-1 benchmarks.

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. 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.

- Diversity In Hiring: We are committed to increasing diverse representation via our hiring practices. One way we do this is with diverse interview panels as well as diverse candidate slates to help ensure a fair and equitable process.

- 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 earning potential is foundational to our Employer of Choice strategy. We have a robust set of career development offerings to support teammates in reaching their professional ambitions. We have invested in an end-to-end career development pipeline that includes programs and initiatives that provide financial, education and social support to our clinical and operations personnel to help achieve their higher education and leadership goals. We are proud of our Clinical Ladders program that ties performance to career progression. This program is designed to provide our teammates with clear expectations on what's needed to progress to the next level on the ladder and provide them access to tools to do so. Since rolling out Clinical Ladders, we have celebrated more than 9,000 promotions among our nurse and patient care technician teammates. Predominately all 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 like Bridge to Your Dreams 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. We are proud of the work we have done in this area, with approximately 56% of our Facility Administrators and managers having been promoted internally, and over 1,450 teammates enrolled in the Bridge to Your Dreams program, as of December 31, 2022.

Total Rewards Program

Our total rewards philosophy and practices are designed to be competitive in the local market and 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 attract, retain and grow our teammates, we have a holistic approach to total rewards that includes financial, physical and emotional support. Highlights include, among other things:

- Healthcare benefits including a menu of plan designs and health savings accounts.

- Health programs in support of the most prevalent health conditions affecting our teammates, including hypertension, diabetes prevention/maintenance, musculoskeletal issues and weight loss/management.

- Financial wellness including 401(k) match, employee stock purchase plan (ESPP), a deferred compensation plan, financial planning support and access to free banking services.

- Family support programs to our teammates and their families that include family care programs for back-up child and elder care, family planning support for fertility, adoption and surrogacy, parental support for children’s educational and special needs and parental leave programs. We also offer a number of scholarships for teammates' children and grandchildren.

- 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; each household member has access to ten free sessions per life event.
- Free access to Headspace, an 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 encourages teammates and their spouses/domestic partners to engage with their provider to manage their overall health. In addition, it allows participating teammates and spouses/domestic partners to earn credits toward their medical premium for getting a biometric screening with a primary care provider.
- Short & Long term disability for full time teammates and Life/AD&D coverage at both the basic and supplemental levels.
- DailyPay, a service that provides teammates with financial flexibility by allowing them to access earned but unpaid wages before payday.
- 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.

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.

Continued Response to COVID-19 Public Health Crisis

The COVID-19 pandemic has continued to test our ability to respond to external developments and care for not only our patients, but also our teammates in real time. We have maintained many of our initial COVID-19 practices and have adapted our guidance based on ongoing changes to regulatory requirements. As the pandemic continues into 2023, we are integrating certain COVID-19 response protocols into our standard workflows and monitoring for any change in the Public Health Emergency status. Following the surge in January 2022, we changed our capacity management process during potential surges which was a beneficial operational shift for our facilities. We also continued to include COVID-19 testing, treatments, vaccines and boosters in our teammate communications program.

Most importantly, the health, well-being and safety of our teammates, physician partners and their families remains a top priority throughout this ongoing pandemic. We implemented guidance early in the pandemic to help mitigate risks imposed by COVID-19 and maintain many practices, including, among other things, securing necessary supplies of PPE, restricting visitor access to our centers and implementing masking policies.

We also converted numerous 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. Additionally, we have been able to begin gathering in person with COVID-19 meeting guidance in place and opened up our Central Business Offices for teammates.

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 have been generally able to maintain continuity of care for our patients and support the broader healthcare community throughout this unprecedented public health crisis.

For additional information about certain risks associated with our human capital management and our response to the COVID-19 pandemic, see the risk factors in Item 1A. Risk Factors under the headings, "*Our business is labor intensive and if our labor costs continue to rise...;*" and "*Macroeconomic conditions and global events...*"

We also encourage you to visit our website at davitacommunitycare.com for more detailed information regarding certain aspects of our human capital and ESG related programs and initiatives described herein, including our D&B Report and Community Care Report, 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 report.

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

- macroeconomic conditions and global events;
- 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;
- the number or percentage of patients with higher-paying commercial insurance, 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;
- our ability to successfully implement our strategy with respect to integrated kidney care, value-based care and home-based dialysis;
- changes in the structure of and payment rates under government-based programs;
- 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; currently pending or future governmental laws, rules, regulations or initiatives; our ability to attract and retain key leadership talent or employees; or union organizing activities or other legislative or other changes;
- 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 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, our ability to access new technology or superior products in a cost-effective manner and our increasing reliance on third party service providers;
- changes in clinical practices, payment rates or regulations impacting pharmaceuticals and/or devices;
- 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 U.S. integrated kidney care, ancillary services and our international operations and our ability to expand within markets or to new markets, or invest in new products or services;
- political, economic, legal, operational and other risks as we expand our operations and offer our services in markets outside of the U.S., and utilizing third-party suppliers and service providers operating outside of the U.S.;

- 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, and our ability to adhere to federal and state data sharing and access requirements and regulations;
- our acquisitions, mergers, joint ventures, noncontrolling interest investments or dispositions;
- our aspirations, goals and disclosures related to environmental, social and governance (ESG) matters;
- our ability to appropriately estimate the amount of dialysis revenues and related refund liabilities;

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;
- the effects of natural or other disasters, political instability, public health crises or adverse weather events such as hurricanes, earthquakes, fires or flooding;
- 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; 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

Macroeconomic conditions and global events have impacted and will continue to impact our business and cost structure in a variety of ways, and there can be no assurance that we will be able to successfully execute cost savings initiatives in a manner that will offset the impact of these challenging conditions, which could result in a material adverse impact on us.

We continue to be impacted by general conditions in the global economy and marketplace, many of which are interrelated. These conditions relate to, among other things, the COVID-19 pandemic, inflation, rising interest rates, challenging labor market conditions and supply chain challenges. Certain of these impacts could be further intensified by concurrent global events such as the ongoing conflict between Russia and Ukraine, which has continued to drive sociopolitical and economic uncertainty and volatility in Europe and across the globe. The ultimate impact of these and other conditions on our business over time depends on future developments that are highly uncertain and difficult to predict. With respect to COVID-19, these future developments include, among other things, the ultimate severity and duration of the pandemic; the evolution of new strains or variants of the virus that may present varying levels of infectivity or virulence; COVID-19's impact on the chronic kidney disease (CKD) patient population and our patient population, including on the mortality of these patients; the availability, acceptance, impact and efficacy of COVID-19 vaccines, treatments and therapies; the pandemic's continuing impact on our revenue and non-acquired growth due to lower treatment volumes; the potential negative impact on our commercial mix or the number of patients covered by commercial insurance plans; continued increased COVID-related costs; supply chain challenges and disruptions, including with respect to our clinical supplies; the responses of our competitors to the pandemic and related changes in the marketplace; the timing, scope and effectiveness of federal, state and local government responses; and any potential changes to the extensive set of federal, state and local laws, regulations and requirements that govern our business. COVID-19 has also intensified certain conditions and developments in the U.S. and global economies, labor market conditions, inflation and monetary policies that continue to impact our business as further 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 of COVID-19 on the mortality rates of our patients, which has in turn impacted our patient census, as well as the direct and indirect impact of COVID-19 on our missed treatment rate and new admissions. We expect that the impact of COVID-19 is likely to continue to negatively impact our revenue and non-acquired growth for a period of time even as the pandemic subsides due to the compounding impact of mortalities, among other things. Because ESKD 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 has been higher in the dialysis population than in the general population. Over the longer term, we believe that changes in mortality in both the ESKD and CKD populations due to COVID-19 will continue to depend primarily on the infection rate, case fatality rate, the age and health status of affected patients, and access to and continued efficacy of vaccinations or other treatments or therapies, particularly as it relates to variants of the virus, as well as willingness to be vaccinated. New admission rates, future revenues and non-acquired growth could also continue to be negatively impacted over time to the extent that the CKD population experiences elevated mortality levels due to the pandemic. There remains significant uncertainty as to the ultimate impact of COVID-19 on our treatment volumes, in part due to, among other things, the indeterminate severity and duration of the pandemic and the complexity of factors that may drive new admissions and missed treatment rates over time. Depending on the ultimate severity and duration of the pandemic, the magnitude of these cumulative impacts could have a material adverse impact on our results of operations, financial condition and cash flows. For further information on our growth strategy and the rate of growth of the ESKD population, see the risk factor under the heading, "*If we are unable to compete successfully...*"

COVID-19 and other global conditions have also increased, and will continue to increase, our expenses, including, among others, staffing and labor costs. Our business is labor intensive and our financial and operating results have been and continue to be sensitive to variations in labor-related costs and productivity. We have historically faced and expect to continue to face difficulties in hiring and retaining caregivers due in part to a nationwide shortage of clinical personnel. These challenges have been heightened by the increased demand for and demand upon such personnel by the ongoing pandemic and our COVID-19 response, as well as ongoing volatility and uncertainty in the labor market, particularly in healthcare. In 2022, as part of our continuing efforts in this challenging and highly competitive labor market, we incurred higher than usual wage increases, and higher incentive pay. For additional details on the substantial resources dedicated, and costs incurred in response to COVID-19, see the discussion under Part I, Item 1. Business of this Form 10-K under the heading "*COVID-19 and its impact on our business*". In addition, potential staffing shortages or disruptions, if material, could ultimately lead to the unplanned closures of certain centers or adversely impact clinical operations, and may otherwise have a material adverse impact on our ability to provide dialysis services or the cost of providing those services, among other things.

The staffing and labor cost inflation described above, in addition to higher equipment and clinical supply costs, among other things, have put pressure on our existing cost structure, and we expect that some of these increased costs will continue as labor market conditions remain challenging, global supply chains continue to experience volatility and disruptions and as inflationary pressures continue. Prolonged volatility, uncertainty, labor supply shortages and other challenging labor market conditions could have an adverse impact on our growth and ability to execute on our other strategic initiatives and a material adverse impact on our labor costs, among other things. Prolonged strain on global supply chains may result in equipment and clinical supply shortages, disruptions, delays or associated price increases that could impact our ability to provide dialysis services or the cost of providing those services, among other things. Moreover, to the extent that monetary policies or other factors impacting structural costs over the long term have contributed to or may in the future contribute to inflationary pressures, this may in turn continue to increase our labor and supply costs at a rate that outpaces the Medicare or any other rate increases we may receive. 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.

We continue to implement cost savings opportunities to help mitigate these cost and volume pressures. These include, among other things, anticipated cost savings related to general and administrative cost efficiencies, such as ongoing initiatives that increase our use of third party service providers to perform certain activities, including financial reporting and information technology functions, initiatives relating to clinic optimization, initiatives for capacity utilization improvement, and procurement opportunities, such as our transition to a new erythropoiesis stimulating agent (ESA) contract. We have incurred, and expect to continue to incur charges in connection with the continued implementation of these initiatives, and there can be no assurance that we will be able to successfully execute these initiatives or that they will achieve expectations or succeed in helping offset the impact of these challenging conditions. Any failure on our part to adjust our business and operations in this manner, to adjust to other marketplace developments or dynamics or to appropriately implement these initiatives in accordance with applicable legal, regulatory or compliance requirements could adversely impact our ability to provide dialysis services or the cost of providing those services, among other things, and ultimately could have a material adverse effect on our business, reputation, results of operations, financial condition and cash flows.

Deterioration in economic conditions, whether in connection with the COVID-19 pandemic or driven by other macroeconomic conditions or global events, including the aforementioned inflationary and labor market pressures, volatility and uncertainty, as well as rising interest rates, 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 tax revenues that may result from a deterioration in economic 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, could ultimately 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 government insurance programs or being uninsured. In the event 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 any increased unemployment levels for our patient population, any economic deterioration or 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, all of which are highly uncertain and difficult to predict. In a declining economy, 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. For additional information on risks regarding the potential impact of decreases to the percentage or number 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...*"

If general economic conditions deteriorate further 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 in an uncertain or declining economic environment. 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...*" Furthermore, any extended billing or collection cycles, or deterioration in collectability of accounts receivable, will adversely impact our results of operations and cash flows.

Should our revenues and financial results be materially, unfavorably impacted due to, among other things, a worsening of the economic and labor market 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 operations and financial condition. As of December 31, 2022, we had approximately $7 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.

Any or all of these economic conditions or developments, as well as other consequences of these conditions or developments, none of which we can reasonably predict, could have a material adverse effect on our patients, teammates, physician partners, suppliers, business, results of operations, financial condition and/or cash flows or materially harm our reputation. In addition, these conditions or developments each may heighten many of the other risks and uncertainties discussed herein.

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, and other federal 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, but not limited to, requirements associated with providing and updating certain information about the Medicare or Medicaid entity, as applicable, and its direct and indirect affiliates;
- Section 1115A of the Social Security Act, which, among other things, authorizes the Center for Medicare and Medicaid Innovation (CMMI) to test certain innovation models;

- Fraud waste and abuse laws;
- the 21st Century Cures Act (the Cures Act);
- Federal Acquisition Regulations;
- the Foreign Corrupt Practices Act (FCPA) and similar laws and regulations;
- antitrust and competition laws and regulations;
- laws and regulations related to the corporate practice of medicine;
- laws and regulations regarding the collection, use and disclosure of patient health information (e.g., Health Insurance Portability and Accountability Act of 1996 (HIPAA));
- the No Surprises Act;
- laws and regulations regarding the storage, handling, shipment, disposal and/or dispensing of pharmaceuticals and blood products and other biological materials; and
- individualized state laws and regulations associated with the operation of our business.

If any of our personnel, representatives, third party vendors, or operations are alleged to have violated these or other laws, regulations or requirements, we could experience material harm to our reputation and stock price, and it could impact our relationships and/or contracts related to our business, among other things. If any of our personnel, representatives, third party vendors or operations are found to violate these or other laws, regulations or requirements, we could suffer additional severe consequences that could have a material adverse effect on our business, results of operations, financial condition and cash flows, 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 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;
- Imposition of corporate integrity agreements, corrective action plans 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;
- Enforcement actions, investigations, or audits by government agencies related to interoperability and related data sharing and access requirements and regulations;
- 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, hospital services and skilled nursing home agreements, real estate leases, value-based care arrangements, clinical incentive programs, payor contracts and consulting or participating provider agreements with physicians, among others; and
- Harm to our reputation, which could negatively impact our business relationships and stock price, our ability to attract and retain patients, physicians and teammates, our ability to obtain financing and our access to new business opportunities, among other things.

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 or repeatedly failed to comply with laws, regulations or requirements that apply to our business. 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 the U.S. healthcare system, among other things. 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.

The complex and highly regulated environment that we operate in, the novel nature of our COVID-19 response and rulemaking responses to COVID-19 by certain state and federal agencies, including without limitation OSHA and CMS, may increase our exposure to legal, regulatory compliance and clinical risks. Compliance with COVID-19-related safety rules and regulations is enforced with sanctions and/or fines, and non-compliance also has the potential for negative publicity or reputational impact. In addition, our novel response to the pandemic included implementing certain restrictive operational protocols for an extended period of time. Maintaining these restrictive operational protocols may also have adversely impacted our strategic initiatives, such as our strategy to continue to build our abilities to offer home dialysis options and expanding our integrated care capabilities. Moreover, the expected expiration of the federal government's national emergency and public health emergency declarations in May 2023 may impact the coverage for certain services for Medicare and Medicaid patients and will end waivers for the provision of certain services, and returning our services to a pre-pandemic regulatory state similarly may increase our exposure to legal, regulatory, compliance and clinical risks. 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 operational changes implemented in connection with the COVID-19 pandemic or for any other reason, or if another event or occurrence adversely impacts the safety of our caregivers or patients (or is alleged to have done so), 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 governmental investigations or legal actions brought by patients, teammates, caregivers or others relating to the safety of our caregivers or patients, or alleged exposure 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, and may 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.

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 healthcare marketplace continues to evolve as a result of executive, legislative, regulatory and administrative developments and judicial proceedings. These changes shape the landscape for our current dialysis and ancillary businesses as well as for emerging comprehensive and integrated kidney care markets. For example, as further described below, we have made substantial investments in and dedicated resources to our integrated care business, value-based care initiatives and home-based dialysis business to address recent regulatory developments that include innovative payment models, and there are risks to those investments, or additional investments may be required, in the event the regulatory environment changes and we do not adequately adapt to such changes.

In addition, access to healthcare has been both positively and negatively impacted over time by legal, regulatory and judicial action and changes to the political environment may increase the likelihood of regulatory or legislative changes that would impact us. If access to healthcare is significantly altered or if other reforms limiting access to healthcare are enacted in the future, such changes could impact our business in a number of ways, some of which may be material. Considerable uncertainty exists surrounding the continued development of the healthcare regulatory environment including pilot programs and models, as well as similar healthcare reform measures and/or other changes to laws, regulations and other requirements at the federal and/or state level that govern our business.

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. For example, CMS may consider opening for comment its established Medicare ESRD conditions for coverage. In the event that this process results in reductions or other changes in minimum health and safety standards for the provision of dialysis services, it may change the marketplace in which we operate. If we are unable to successfully adapt to these marketplace developments in a timely and compliant manner, we may experience a material adverse reduction in our overall number of patients, among other things. For additional detail on our evolving competitive environment, see the risk factor under the heading "*If we are unable to compete successfully...*" Broader changes to the regulatory landscape may also impact our business. For example, in January 2023, the Federal Trade Commission proposed a new rule that would generally prohibit employers from using noncompete clauses in contracts with workers that extend beyond the termination of the employment or independent contractor relationship. While the rule remains open for comment and the final rule has not been issued, we are monitoring these developments for any potential impact on our agreements with teammates, our arrangements with medical directors, joint venture operating agreements, or the terms of any of our existing agreements with physicians should the proposed rule be finalized and implemented.

Although we cannot predict the short- or long-term effects of legislative or regulatory changes, 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. Because our revenue and operating income levels are highly sensitive to the percentage and number of our patients with higher-paying commercial health insurance, any legislative, regulatory or other changes that decrease the accessibility and availability, including the duration, of commercial insurance is likely to have a material adverse impact on our business. For additional information on the impact of economic conditions or legislative or regulatory changes on the coverage and rates for our services and the percentage or number 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...*"

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 2022, voters in California considered a statewide ballot initiative proposed by the Service Employees International Union - United Healthcare Workers West (SEIU-UHW) 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 voters rejected this most recent ballot initiative in 2022, 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 that 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. In the past, bills similar to AB 290 have been introduced in other states, but none has become law. 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 risks associated with charitable premium assistance for ESRD patients and the potential impact of decreases to the percentage or number 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..."*

Among other things, legislation, regulations, regulatory guidance, ballot initiatives and any similar initiatives could 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; 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 or require disclosure of certain pricing and patient responsibility information. 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. The healthcare legislative and regulatory environment is dynamic and evolving, and any such proposed or issued laws, requirements, rules and guidance could impact our business, including as may be described above, and any failure on our part to adequately adjust to any resulting marketplace developments or regulatory compliance requirements, may, among other things, erode our patient base or reimbursement rates and could otherwise 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 of this Form 10-K under the heading "*Government Regulation.*"

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, legal proceedings and/or other actions, including, without limitation, investigations or other actions resulting from our obligation to self-report certain suspected violations of law. Any allegations against us, our personnel or our representatives in such matters may among other things harm our reputation, stock price, and our various business relationships and/or contracts related to our business, and these impacts may be material.

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 developments, 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, harm to our reputation, substantial financial penalties or awards against us, substantial payments made by us, required changes to our business practices, impacts on our various relationships and/or contracts related to our business, 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.

If the number or percentage of patients with higher-paying commercial insurance declines, if the average rates that commercial payors pay us decline, if commercial plans subject patients 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 could 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, 2022 was generated from patients who have commercial payors 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. As such our revenue and net income 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. The payments we receive from commercial payors generate nearly all of our profit and all of our nonacute dialysis profits come from commercial payors.

When traditional or original Medicare (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 number or 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, improved mortality, changes in the patient's or a family member's employment status, reduced availability of commercial health plans or reduced coverage by such plans through the ACA exchanges or otherwise due to changes to the laws, 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. Declining macroeconomic conditions could also negatively impact the percentage of our patients covered under commercial insurance plans. To the extent there are 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.

Our arrangements and negotiations with payors also impact the number or percentage of patients with higher-paying commercial insurance. 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. 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. In addition, 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. We continue to experience downward pressure on some of our rates with commercial payors as a result of these and other general conditions in the market, including, among other things, as employers seek to shift to less expensive options for medical services or as commercial payors dedicate increased focus on dialysis services.

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 or other structures that allow the parties to share in cost savings upon the achievement of certain outcomes, as well as contracts to provide dialysis services to 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, contract term or termination rights, or if we fail to accurately estimate the price for and manage our medical costs in an effective manner, whether due to inflationary pressures or otherwise, such that the profitability of our commercial or other value-based products is negatively impacted, it could have a material adverse effect on our business, results of operations, financial condition and cash flows. The ultimate result of our negotiations with payors cannot be predicted as they occur in a highly competitive environment and are influenced by marketplace dynamics such as those previously discussed. Among other things, these negotiations may result in termination or non-renewals of existing agreements, decreases in contracted rates, and reduction in the number of our patients that are covered by commercial plans, and we may not be able to enter into new agreements on competitive terms or at all. In the event that our ongoing negotiations with commercial payors result in overall rate reductions in excess of overall rate increases, the cumulative effect could have a material adverse effect on our business, results of operations, financial condition and cash flows. In addition, to the extent that these negotiations result in a reduction in the number of our patients covered by plans with commercial payors, it could have a material adverse effect on our business, results of operations, financial condition and cash flows. A material portion of both our commercial revenue and MA revenue is concentrated with a limited number of commercial payors, and any changes impacting our highest paying commercial payors or our relationships with these payors will have a disproportionate impact on us.

Certain payors have 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 or the reimbursement rate for ESRD services, among other things. Payors have also disputed the scope and duration of ESRD benefit coverage under their plans, and, among other things, have required patients to seek Medicare coverage for ESRD treatments. On June 21, 2022, the U.S. Supreme Court issued a decision in the matter of *Marietta Memorial Hospital Employee Health Benefit Plan, et al. v. DaVita Inc., et al.,* a case evaluating the scope of the Medicare Secondary Payor Act (MSPA), deciding that a group health plan that provides limited benefits for outpatient dialysis, but does so uniformly for all plan participants, does not violate the terms of the MSPA because the plan treats all patients uniformly, regardless of whether a participant has ESRD and regardless of whether the participant is eligible for Medicare. For additional information, see Note 16 to the consolidated financial statements included in this report. We cannot reasonably estimate the ultimate impact of the U.S. Supreme Court’s decision at this time, as there is significant uncertainty as to, among other things, whether and to what extent payors, including, among others employer group health plans, may seek to design and implement plans to restrict access to ESRD in light of the decision; whether and how regulators and legislators will respond to the decision, including whether they will issue regulatory guidance or adopt new legislation; how courts will interpret other anti-discriminatory provisions that may apply; whether there could be other potential negative impacts of the decision and any resultant plan behavior on our commercial or government mix or the number of our patients covered by commercial insurance; and the timing of each of these items. If more commercial or employer group health plans seek to implement or utilize plan designs that discourage or prevent ESRD patients from retaining their commercial coverage, it may lead to a decrease in the number of patients with commercial plans, the duration of benefits for patients under commercial plans and/or a decrease in the payment rates we receive, any of which could 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 health condition. Many patients with commercial and government insurance also 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. 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 may restrict the ability of dialysis patients to obtain and maintain optimal insurance coverage and 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.

Our negotiations and relationships with payors may also be impacted by legislative or regulatory developments and associated legal rulings. For example, the final rules for the Cures Act, which are described in detail in Part I, Item 1. Business of this Form 10-K under the heading "*Government Regulation—21st Century Cures Act,*" broadened ESRD patient access to certain enhanced benefits offered by MA plans. While these rules increased our MA plan enrollment for ESRD benefits in their first year, the potential ultimate impact of this change in benefit eligibility remains subject to change as market participants continue to adjust to this new regulatory environment. As an example, the removal of objective time and distance standards relating to network adequacy for outpatient dialysis centers for MA plans that was included in the final rules 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 in the event MA plans attempt to use this revision to the rules to limit or restrict their networks. 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 transparency regulations require most group health plans and health insurance issuers in the group and individual markets to make certain pricing and patient responsibility information publicly available. For further detail on these regulations see the discussion in Part I, Item 1. Business of this Form 10-K under the heading "*Government Regulation—Health Plan Price Transparency Rules.*" On July 1, 2022, enforcement began of the requirement that plans publish machine readable files that include negotiated rates for all covered items and services with all providers and out-of-network allowed amounts. To comply with these requirements, plans have begun to publish these files and make them available to the public. The information that has been made available to date is highly diverse and complex. While the ultimate impact of these requirements remains uncertain, any changes by group health plans, health insurance issuers in the group and individual markets, or consumer choices resulting from these requirements could have a material adverse impact on our business, results of operations, and financial condition, and our reputation could be materially harmed. 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, or plans with lower reimbursement rates, among other things. For additional details regarding potential legislative or regulatory changes, the specific risks we face in connection with any decrease in payments we receive for services due to, for example, fewer patients being covered under commercial plans or an increase of patients covered under more restrictive commercial plans, or plans with lower reimbursement rates, please see Part I, Item 1. Business of this

Form 10-K under the heading "*Government Regulation"* and the discussion in the risk factor under the heading *"Changes in federal and state healthcare legislation or regulations..."*

In addition to the aforementioned pricing transparency rules, the government has also implemented certain additional pricing transparency requirements that apply to certain types of providers, including DaVita. Under the No Surprises Act, which went into effect January 1, 2022, certain providers, including DaVita, will be required to develop and disclose a “Good Faith Estimate” (GFE) that details the expected charges for furnishing an item or service to an uninsured or self-pay patient. The GFE must include certain specific information such as, among other things, co-provider service cost estimates, and is subject to certain format, availability and dispute resolution requirements. Similar to the aforementioned pricing transparency rules, the impact of the GFE requirements on DaVita remains uncertain at this time, in part due to ongoing rulemaking around the No Surprises Act as well as uncertainty around operational timeframes, potential penalties and patient reaction, among other things. Patient dissatisfaction with the GFE process, whether with respect to the level of charges, how such charges are communicated or otherwise, may impact patient choices and over time could have a material adverse impact on our business, results of operations and financial condition, and could materially harm our reputation.

As noted, the foregoing dynamics of our arrangements and negotiations with commercial payors each may have an impact on, among other things, our ability to enter into and maintain contracts with payors with competitive terms, including, without limitation, reimbursement rates, scope and duration of coverage and in-network benefits as well as the number or percentage of our patients with higher-paying commercial insurance. If, as a result of these or other dynamics, we experience a decline in the average rates that commercial payors pay us or a reduction in the number of patients with ESRD coverage under higher-paying commercial plans either in total or relative to the number of patients under government-based programs that pay at lower rates or an increase in the number of patients that are uninsured or underinsured, it could 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 our integrated kidney care and value-based care initiatives, including maintaining our existing business and further developing our capabilities in a complex and highly regulated environment, it could result in a loss of our investments and have a material adverse effect on our growth strategy, could adversely impact our business, results of operations, financial condition and cash flows, and could materially harm our reputation.

Our integrated kidney care business manages patients and coordinates their care through value-based care arrangements with commercial payors and through government programs. We have continued to grow this portion of our business both with commercial payors, including as MA has expanded, and with government programs as CMS and CMMI implement new payment models focused on comprehensive and integrated kidney care. As part of our growth strategy, we have invested and expect to continue to invest substantial resources in the further development of our integrated care business and value-based care initiatives. There can be no assurances that we will be able to successfully implement our strategies with respect to integrated kidney care and value-based care in a complex, evolving and highly competitive and regulated environment, including, among other things, maintaining our existing business; recovering our investments; entering into agreements with payors, physicians, third party vendors and others on competitive terms, as appropriate, that prove actuarially sound; structuring these agreements and arrangements to comply with evolving rules and regulations, including, among other things, rules and regulations related to fraud and abuse and the use of protected health information. Implementing our expanded integrated kidney care strategies and value-based care initiatives at scale also increases certain execution and compliance risks associated with developing our operational, IT, billing and telehealth systems, including our ability to accurately capture relevant patient care data, among other things. For additional details 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..."*

New entrants are aggressively pursuing opportunities to participate in the new CMMI payment models or otherwise establish value-based care programs, and with increasing investment and funding, these new entrants may adopt strategies that increase our costs to participate in these payment models and/or adversely impact our ability to enter into competitive arrangements with payors, physicians and hospitals. For additional detail on our evolving competitive environment, see the risk factor under the heading *"If we are unable to compete successfully..."* If any of these or other of our integrated kidney care and value-based care initiatives are unsuccessful, it could result in a loss of our investments and have a material adverse effect on our growth strategy, could adversely impact our business, results of operations, financial condition and cash flows, and could materially harm our reputation.

In addition, future legislative or regulatory action related to, among other things, integrated kidney care, including among others, CMMI, and/or full capitation demonstration for ESRD may impact our ability to provide a competitive and successful integrated care program at scale. There can be no assurances that any other legislation or regulation that aligns with our strategy and investments will be passed into law or enacted, and the ongoing COVID-19 pandemic may delay the progress of such initiatives. Additionally, the ultimate terms and conditions of any potential legislative or regulatory action impacting integrated kidney care, full capitation demonstrations or the existing CMMI program remain unclear. For example, our costs of care could exceed our associated reimbursement rates under such legislation. Irrespective of whether such laws are passed or regulations enacted, 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 a broad scale, and in the desired time frame. Any failure on our part to adequately implement strategic initiatives to adjust to any marketplace developments resulting from executive, legislative, regulatory or administrative changes could have a material adverse impact on our business.

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 18% of our U.S. dialysis patient services revenues for the year ended December 31, 2022, 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 (ETC) mandatory payment model and voluntary payment models included new incentives to encourage dialysis at home. More recently, CMS finalized changes to the ETC model and other regulations to encourage dialysis facilities and healthcare providers to seek to decrease disparities in health equity across racial and socioeconomic status in rates of home dialysis and kidney transplants among ESRD patients. 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 the risk factor under the heading "*Our business is subject to a complex set of governmental laws, regulations and other requirements..."* 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...*"

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 or other marketplace developments, which, among other things, may include regulatory changes with respect to conditions of coverage, in a timely and compliant manner, we may experience a material adverse impact on our growth in home-based dialysis or 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..."* and for additional detail on the impact of COVID-19 on our home-based dialysis business, see the risk factor under the heading "*Macroeconomic conditions and global events..."* 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 or 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.

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 or fund 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 for a defined period of time 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 and/or devices...*"

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 that 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. 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 or other operational systems or failure of our clinical or operational 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 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 factors above under the headings "*Our business is subject to a complex set of governmental laws, regulations and other requirements...;"* and *"Changes in federal and state healthcare legislation or regulations..."*

Primary coverage for a significant number of our patients also 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 or changes in the political environment, 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, such as the VA's adoption of 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 patient services revenues for the year ended December 31, 2022 were generated by the VA. In addition, 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.

Our business is labor intensive and 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 employees; or if union organizing activities or legislative or other changes result in significant increases in our operating costs or decreases in productivity, we may experience disruptions in our business operations and increases in operating expenses, among other things, any of which could have a material adverse effect on our business, results of operations, financial condition, cash flows and reputation.

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 and recent developments in the labor market. As referenced above, the current labor market is challenging and continues to experience volatility, uncertainty and labor supply shortages, particularly in healthcare. Our business is labor intensive, and our financial and operating results have been and continue to be sensitive to variations in labor-related costs, productivity and the number of pending or potential claims against us related to labor and employment practices. We have incurred and expect to continue to incur increased labor costs and experience staffing challenges, including without limitation those related to COVID-19, the ultimate extent of which will depend on the severity and duration of the pandemic and ancillary impacts on the economy and labor market, among other things. For additional discussion of the risks facing us related to the current labor environment and COVID-19, see the risk factor under the heading "*Macroeconomic conditions and global events*..." Additionally, to the extent that general inflationary pressures continue or further increase, this may in turn increase our labor and supply costs at a rate that outpaces the Medicare or any other rate increases we may receive.

We compete for nurses with hospitals and other healthcare providers. The ongoing 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. For example, in 2022, we did experience elevated rates of teammate turnover, which led to increased training costs and costs related to contract labor, among other things. 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, cash flows and reputation.

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 expect to 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, cash flows and reputation.

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. Requirements under HIPAA also continue to evolve. 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, or financial information or payroll data 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. For more details on certain international data protection laws and regulations affecting our business, see Part I, Item 1. Business of this Form 10-K under the heading *"Government Regulation."* The costs of compliance with, and other burdens imposed by these international data protection laws and regulations including, among others, the General Data Protection Regulation (GDPR) in the EU and UK, and other new laws, regulations and policies implementing these regulations may impact our international operations and may limit the ways in which we can provide services or use personal data collected while providing services.

Privacy and data protection laws are also evolving nationally, providing for enhanced state privacy rights that are broader than the current federal privacy rights, and may add additional compliance costs and legal risks to our U.S. operations. The costs of compliance with, and the burdens imposed by, these and other new federal and state 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 these and 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 details on the privacy and other regulations affecting our business, see Part I, Item 1. Business of this Form 10-K under the heading "*Government Regulation."* Scrutiny over cybersecurity standards in the health sector is also increasing, and ongoing developments in this area 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 increasing 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 have attempted to, and will continue to attempt to, circumvent our security systems, and we have in the past, and expect that we will in the future, defend against, experience, and respond to 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, and 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 we continue with certain remote work arrangements and a broadened 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, have intensified. 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 or harms and may not be sufficient to protect us against the amount of all losses.

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 and could materially harm our reputation. We are also subject to the risk associated with our increased reliance on third party service providers.

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 or clinical products 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. We and other dialysis providers have experienced supply chain shortages with respect to certain of our equipment and clinical supplies, such as dialysate, which is the fluid solution used in hemodialysis to filter toxins and fluid from the blood, and in certain cases, we have had to make significant operational changes in response. Separately, the ongoing COVID-19 pandemic also has resulted in global supply chain challenges and has materially impacted global supply chain reliability, as further described in the risk factor under the heading, "*Macroeconomic conditions and global events*..."

If any of our suppliers do not meet our needs for the products they supply, including, without limitation, in the event of COVID-19 related global supply chain challenges, a product recall, other shortage or dispute, and we are not able to find adequate alternative sources at competitive prices; if we experience material price increases from these suppliers or otherwise in connection with our actions to secure needed products that we are unable to mitigate; 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 negatively impact our ability to effectively provide the services we offer, have a material adverse impact on our business, results of operations, financial condition and cash flows, and could materially harm our reputation. 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.

We also rely increasingly on third party service providers to perform certain functions, including, among others, finance and accounting and information technology functions. This reliance subjects us to risks arising from the loss of control over these services, changes in pricing that may affect our operating results, and potentially, termination of provisions of these services by our providers. There can be no assurance that our third party service providers will provide, or continue to provide, the level of services we require. Any failure by our third party service providers to adequately perform their obligations could negatively impact our ability to effectively execute certain important corporate functions and 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 and/or devices 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 and/or devices, 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/or devices and any changes thereto could similarly affect our operating results. Among other things, 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. For example, in the event that a hypoxia-inducible factor (HIF) product is approved by the FDA 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. While the timing and details of a potential approval, including the contents of the applicable FDA label, remain uncertain, 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, as well as for drugs, treatments or technologies that we contract to receive from different suppliers. In 2022, for example, a new medication that assists with uremic pruritus in dialysis patients was available to patients, and we began our transition to our new ESA contract. In both cases, we developed systems and processes for all facets of operationalizing the availability and reimbursement of each medication. We anticipate other drugs and/or biologics to continue to come onto the market in subsequent years. 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 in compliance with applicable laws, including those related to controlled substances, could have a material adverse impact on 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..."*

If we are unable to compete successfully, including, without limitation, implementing our growth strategy and/or retaining patients and developing and maintaining relationships with physicians and hospitals, it could materially adversely affect our business, results of operations, financial condition and cash flows.

We operate in a highly competitive and continuously evolving environment across the spectrum of kidney care, and operating in this market requires us to successfully execute on strategic initiatives which, among other things, build or retain our patient population through acquisition or referrals, or that develop and maintain our relationships with physicians and hospitals in both the dialysis and pre-dialysis space.

Competition for relationships with certain referral sources, including nephrologists and hospitals, in existing and expanding geographies or areas is intense, and we continue to face intense competition from large and medium-sized providers, among others, which compete directly with us for physicians qualified to serve as medical directors, for limited acquisition targets and for individual patients. In addition to these large and medium-sized competitors with substantial financial resources and other established participants in the dialysis space, we also compete with individual nephrologists who have opened their own dialysis units or facilities. Our largest competitor, Fresenius Medical Group, manufactures a full line of dialysis supplies and equipment in addition to owning and operating dialysis centers, which may, among other things, give it cost advantages over us because of its ability to manufacture its own products.

We continuously compete for maintaining or developing relationships with physicians that can serve as medical directors at our centers. Physicians, including medical directors, choose where they refer their patients, and neither of our current or former medical directors have an obligation to refer their patients to our centers. Certain 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. Moreover, because Medicare regulations require medical directors for each of our Medicare certified dialysis centers, our ability to operate our centers depends in part on our ability to secure medical director agreements with a sufficient number of nephrologists. 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. If we are unable to contract with nephrologists to provide medical director services, then we may be unable to satisfy the federal Medicare requirements associated with medical directors and to operate 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. 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 not only our ability to operate the center and for other physicians to feel confident in referring patients to our dialysis centers. 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.

In addition, as we continue to expand our offerings across the kidney care continuum, our ability to enter into and maintain integrated kidney care relationships with payors, physicians and other providers may have an impact on dialysis patient retention and the continued referrals of patients from referral sources such as hospitals and nephrologists. This environment is highly competitive and has been evolving. For example, there have been a number of announcements, initiatives and capital raises 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 transformative 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 evolving nature of the 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. As an example, new entrants are aggressively pursuing opportunities to participate in the new CMMI payment models or otherwise establish value-based care programs, and increasing investment in and availability of funding to new entrants in the dialysis and pre-dialysis marketplace that are not subject to the same regulatory restrictions as the Company, could adversely impact our ability to enter into competitive arrangements.

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, whether due to the development of innovative technologies or otherwise. The recent 2022 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 or CKD 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 material and depending on the ultimate severity and duration of the pandemic, could continue to be material. While we have continued efforts to seek growth opportunities, such as by expanding our business into various international markets, we face ongoing competition from large and medium-sized providers, among others, for acquisition targets in those markets. Providers may reduce pricing in an attempt to capture more volume in the face of declining ESRD patient growth. Any failure on our part to appropriately adjust our business and operations in light of these complicated marketplace dynamics could have a material adverse effect on our business, results of operations, financial condition and cash flows and could materially harm our reputation.

If we are not able to effectively compete in the markets in which we operate, including by implementing our growth strategy, effectively adjusting our business and operations in light of evolving marketplace dynamics, building or retaining our patient population, maintaining and developing relationships with nephrologists and hospitals, particularly medical director relationships, or 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, the development of innovative technologies or an increase in the number of kidney transplants, it could materially adversely affect our business, results of operations, financial condition and cash flows.

The U.S. integrated kidney care, U.S. other ancillary services and 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 U.S. integrated kidney care and U.S. other ancillary services 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 Part I, Item 1A. of this Form 10-K, and are also subject to additional risks, regulations and laws specific to the nature of the particular strategic initiative. We have added, and expect to continue to add additional service offerings to our business and pursue additional strategic initiatives in the future as circumstances warrant, which could include healthcare products or services not directly 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 U.S. integrated kidney care, U.S. ancillary services or international operations are unsuccessful, it may have a negative impact on our business, results of operations, financial condition and cash flows, and if we determine to exit that line of business we may incur significant termination costs. For discussion of risks and potential impacts specific to our integrated kidney care business and related growth strategy, see the risk factor under the heading "*If we are not able to successfully implement our strategy with respect to our integrated kidney care and value-based care initiatives...*" In addition, we may incur material write-offs or impairments of our investments, including, without limitation, goodwill or other assets, in one or more of our U.S. integrated kidney care, U.S. ancillary services or international operations. 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 U.S. integrated kidney care, U.S. ancillary services and international operations, including, without limitation, in our prior pharmacy businesses.

Expansion of our operations to and offering our services in markets outside of the U.S., and utilizing third-party suppliers and service providers operating 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., and we have increased our utilization of third-party suppliers and service providers operating 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 including, among other things, labor cost increases and other general inflationary pressures;
- 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, among other things.

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 and cash flows and could materially harm our reputation.

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, or failure to adhere to federal and state data sharing and access requirements and regulations could materially adversely affect our business, results of operations, financial condition, cash flows and reputation.

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 and No Surprises 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 expect to continue to make significant investments in updating and integrating our clinical IT systems and continuing to build our data interoperability capabilities. Any failure to adequately comply with these and other provisions related to data interoperability, information blocking, and patient access may, among other things, result in fines and sanctions, 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; or otherwise have a material adverse effect on our business, financial condition, results of operations and cash flows. Rulemaking in these areas is ongoing, and 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 ongoing efforts to upgrade and better integrate our clinical systems, will be successful once the regulatory environment settles 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 implement ongoing system upgrades or consolidate our information systems to eliminate redundant or obsolete applications, could result in increased legal and compliance risks and competitive disadvantages, among other things, which could have a material adverse effect on our business, financial condition, results of operations and reputation. 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..."* 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..."*

Our billing systems, among others, are critical to our billing operations. This includes our systems for our dialysis clinics as well as our systems for our ancillary businesses including hospital services. If there are defects in our billing systems, 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.

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..."*

We may engage in acquisitions, mergers, joint ventures, noncontrolling interest investments, 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. For example, in 2022 we entered into an agreement with Medtronic, Inc. and one of its subsidiaries (collectively, Medtronic) to form a new, independent kidney care-focused medical device company (NewCo). The transaction is expected to close in 2023, subject to customary closing conditions and regulatory approvals, and is expected to require us to make significant cash investments to help fund the business and fund additional consideration to Medtronic in certain circumstances. See the discussion under "*Off-balance sheet arrangements and aggregate contractual obligations*" in Part II, Item 7. "*Management's Discussion and Analysis of Financial Condition and Results of Operations*."

There can be no assurance that we will be able to identify suitable acquisition or joint venture targets or merger partners or buyers for dispositions or that, if identified, we will be able to agree to acceptable terms or on the desired timetable. There can also be no assurance that we will be successful in completing any acquisitions, joint ventures, 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...*" 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 control 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 or noncontrolling interest investments, including, without limitation, our Asia Pacific joint venture, 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 noncontrolling interest 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 noncontrolling interest investments, including, without limitation, our Asia Pacific joint venture, ultimately will be successful.

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, 2022, we owned a controlling interest in numerous dialysis-related joint ventures, which represented approximately 28% of our U.S. dialysis revenues for the year ended December 31, 2022. 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 "*We may engage in acquisitions, mergers, joint ventures, noncontrolling interest investments, or dispositions..."*

Our aspirations, goals and disclosures related to environmental, social and governance (ESG) matters expose us to numerous risks, including without limitation risks to our reputation and stock price.

We have a longstanding ESG program and have engaged with key stakeholders to develop ESG focus areas and to set ESG-related goals, many of which are aspirational. We have set and disclosed these focus areas, goals and related objectives as part of our continued commitment to ESG matters, but our goals and objectives reflect our current plans and aspirations and are not guarantees that we will be able to achieve them. Our efforts to accomplish and accurately report on these goals and objectives present numerous operational, reputational, financial, legal and other risks, certain of which are outside of our control, and could have, under certain circumstances, a material adverse impact on us, including on our reputation and stock price. Examples of such risks include, among others: the availability and cost of low- or non-carbon-based energy sources and technologies for us and our vendors, evolving regulatory requirements affecting ESG standards, frameworks and disclosures, including evolving standards for measuring and reporting on related metrics, the availability of suppliers that can meet our sustainability and other standards, our ability to recruit, develop and retain diverse talent in our labor markets, and our ability to grow our home based dialysis business.

If our ESG practices do not meet evolving investor or other stakeholder expectations and standards, then our reputation, our ability to attract or retain employees and our attractiveness as an investment, business partner or acquirer could be negatively impacted. Similarly, our failure or perceived failure to adequately pursue or fulfill our goals and objectives or to satisfy various reporting standards within the timelines we announce, or at all, could also have similar negative impacts and expose us to other risks, which under certain circumstances could be material. If we are not able to adequately recognize and respond to the rapid and ongoing developments and governmental and social expectations relating to ESG matters, this failure could result in missed corporate opportunities, additional regulatory, social or other scrutiny of us, the imposition of unexpected costs, or damage to our reputation with governments, patients, teammates, third parties and the communities in which we operate, which in turn could have a material adverse effect on our business, financial condition, cash flows and results of operations and could cause the market value of our common stock to decline.

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 199,400 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 patient services revenues estimating risk to be within 1% of revenues for the segment. If our estimates of U.S. dialysis 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.

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 an up to $1 billion secured revolving line of credit, a secured term loan A facility and a secured term loan B-1 facility. Our long-term indebtedness also includes $4.250 billion aggregate principal amount of senior notes.

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 developments related to LIBOR replacement. The variable interest rates payable under our senior secured credit facilities have historically been linked to LIBOR as the benchmark for establishing such rates. We expect that the LIBOR benchmark will cease to exist after June 30, 2023. 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 and through this mechanism or other amendments or agreements with our lenders we expect to reference a replacement index that measures the cost of borrowing cash overnight, backed by U.S. Treasury securities (Secured Overnight Financing Rate or SOFR) or a variation thereof; however, no assurance can be made that we and our lenders, or any lenders in a subsequent refinancing of our credit facilities, 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, which could impact our cost of capital.

Our ability to make payments on our indebtedness, to fund planned capital expenditures and expansion efforts, including, without limitation, any strategic acquisitions or investments we may make in the future, to repurchase our stock at the levels intended or announced and to meet our other liquidity needs such as for working capital or capital expenditures, 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. Other risks related to our ability to generate sufficient cash to service our indebtedness and for other intended purposes, include, for example:

- increase our vulnerability to general adverse economic and industry conditions;
- 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.

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 a 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 domestic and foreign 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 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 2016–2017, 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.

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.

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 operations 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....*"

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.

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 and 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 civil investigative demands 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 antitrust and competition laws or 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.

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 six business offices located in California, Pennsylvania, Tennessee, and Washington in the U.S. In addition, our international headquarters is located in the United Kingdom and consists of one leased business office. 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.

The vast majority of our U.S. outpatient dialysis centers are located on premises that we lease. We regularly own an insignificant population of properties for development, including operating outpatient dialysis centers and properties we hold for sale.

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 fixed escalation clauses, or contain consumer price index increases. 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 31, 2023 was $82.39 per share. According to Computershare, our registrar and transfer agent, as of January 31, 2023, there were 6,987 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 2022:

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, 2022	2,104	$ 110.90	2,104	$ 2,150,621
April 1 - June 30, 2022	3,869	95.56	3,869	$ 1,780,881
July 1 - September 30, 2022	2,122	87.10	2,122	$ 1,596,085
October 1 - December 31, 2022	—	—	—	$ 1,596,085
Total	8,095	$ 97.33	8,095	

Effective on December 10, 2020, the Board terminated all remaining prior share repurchase authorizations available to the Company and approved a new share repurchase authorization of $2.0 billion. Effective on December 17, 2021, the Board increased the Company's existing authorization by $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 22, 2023, we have a total of $1.596 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. Reserved

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 coronavirus (COVID-19), including statements about our balance sheet and liquidity, our expenses and expense offsets, revenues, billings and collections, availability or cost of supplies, treatment volumes, mix expectation, such as the percentage or number of patients under commercial insurance, the availability, acceptance, impact, administration and efficacy of COVID-19 vaccines, treatments and therapies, the continuing impact on the U.S. and global economies, labor market conditions, 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, integrated kidney care and Medicare Advantage (MA) 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," 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 COVID-19 pandemic, current macroeconomic and marketplace conditions, and global events, many of which are interrelated and which relate to, among other things, the impact of the COVID-19 pandemic on our patients, teammates, physician partners, suppliers, business, operations, reputation, financial condition and results of operations; the government's response to the ongoing pandemic; the pandemic's continuing impact on the U.S. and global economies, labor market conditions, interest rates, inflation and evolving monetary policies; the availability, acceptance, impact and efficacy of COVID-19 vaccines, treatments and therapies; 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 revenues and non-acquired growth due to lower treatment volumes; COVID-19's impact on the chronic kidney disease (CKD) population and our patient population including on the mortality of these patients; any potential negative impact on our commercial mix or the number of our patients covered by commercial insurance plans; continued increased COVID-19-related costs; our ability to successfully implement cost savings initiatives; supply chain challenges and disruptions; and elevated teammate turnover and training costs and higher salary and wage expense, including, among other things, increased contract wages, driven in part by persisting labor market conditions and a high demand for our clinical personnel, any of which may also have the effect of heightening many of the other risks and uncertainties discussed below, and in many cases, the impact of the pandemic and the aforementioned global economic conditions on our business may persist even after the pandemic subsides;*

- *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 or that select higher-paying commercial plans, including for example MA plans or other material impacts to our business or operations; or our making incorrect assumptions about how our patients will respond to any such developments;*

- *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 without limitation those related to healthcare and/or labor matters;*

- *the concentration of profits generated by higher-paying commercial payor plans for which there is continued downward pressure on average realized payment rates; 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, as a result of our making incorrect assumptions about how our patients will respond to any change in financial assistance from charitable organizations; or as a result of payors' implementing restrictive plan designs, including, without limitation, actions taken in response to the U.S. Supreme Court's decision in Marietta Memorial Hospital Employee Health Benefit Plan, et al. v. DaVita Inc. et al. ("Marietta"); how and whether regulators and legislators will* *respond to the Marietta decision including, without limitation, whether they will issue regulatory guidance or adopt new legislation; how courts will interpret other anti-discriminatory provisions that may apply to restrictive plan designs; whether there could be other potential negative impacts of the Marietta decision; and the timing of each of these items;*

- *our ability to attract, retain and motivate teammates and our ability to manage operating cost increases or productivity decreases whether due to union organizing activities, legislative or other changes, demand for labor, volatility and uncertainty in the labor market, the current challenging and highly competitive labor market conditions, or other reasons;*
- *U.S. and global economic and marketplace conditions, interest rates, inflation, unemployment, labor market conditions, and evolving monetary policies, and our ability to respond to these challenging conditions, including among other things our ability to successfully identify cost savings opportunities and to implement cost savings initiatives such as ongoing initiatives that increase our use of third-party service providers to perform certain activities, initiatives that relate to clinic optimization and capacity utilization improvement, and procurement opportunities, among other things;*
- *our ability to successfully implement our strategies with respect to integrated kidney care and value-based care initiatives and home based dialysis in the desired time frame and in a complex, dynamic and highly regulated environment, including, among other things, maintaining our existing business; meeting growth expectations; recovering our investments; entering into agreements with payors, third party vendors and others on terms that are competitive and, as appropriate, prove actuarially sound; structuring operations, agreements and arrangements to comply with evolving rules and regulations; finding, training and retaining appropriate staff; and further developing our integrated care and other capabilities to provide competitive programs at scale;*
- *a reduction in government payment rates under the Medicare End Stage Renal Disease program, state Medicaid or other government-based programs and the impact of the Medicare Advantage benchmark structure;*
- *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;*
- *legal and compliance risks, such as our continued compliance with complex, and at times, evolving government regulations and requirements;*
- *the impact of the political environment and related developments on the current healthcare marketplace and on our business, including with respect to 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 current presidential administration and congressional majority;*
- *changes in pharmaceutical practice patterns, reimbursement and payment policies and processes, or pharmaceutical pricing, including with respect to hypoxia inducible factors, among other things;*
- *our ability to develop and maintain relationships with physicians and hospitals, changing affiliation models for physicians, and the emergence of new models of care or other initiatives introduced by the government or private sector that, among other things, may erode our patient base and impact reimbursement rates;*
- *our ability to complete acquisitions, mergers, dispositions, joint ventures or other strategic transactions that we might announce or be considering, on terms favorable to us or at all, or to successfully integrate any acquired businesses, or to successfully operate any acquired businesses, joint ventures or other strategic transactions, or to successfully expand our operations and services in markets outside the United States, or to businesses or products outside of dialysis services;*
- *continued increased competition from dialysis providers and others, and other potential marketplace changes, including without limitation increased investment in and availability of funding to new entrants in the dialysis and pre-dialysis marketplace;*
- *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;*
- *our aspirations, goals and disclosures related to environmental, social and governance (ESG) matters, including, among other things, evolving regulatory requirements affecting ESG standards, measurements and reporting requirements; the availability of suppliers that can meet our sustainability standards; and our ability to recruit, develop and retain diverse talent in our labor markets; and*
- *the other risk factors, trends and uncertainties 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 our U.S. integrated kidney care (IKC) business, our U.S. other ancillary services, and 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 prior DaVita Medical Group (DMG) business to Collaborative Care Holdings, LLC, a subsidiary of UnitedHealth Group Inc. The effects of the DMG sale have been reported in discontinued operations for all periods presented and DMG is not included below in this Management's Discussion and Analysis.

We continued to experience challenges related to the coronavirus pandemic (COVID-19) and certain interrelated macroeconomic developments and conditions which negatively impacted our year-over-year revenue and treatment volumes in 2022. We also incurred higher compensation expense and advocacy spend in 2022, as well as increases in severance costs and center closures costs as we continue to focus on cost savings initiatives. In addition, 2022 was negatively impacted by our increased investment in our integrated care support functions needed to support the IKC patient growth. These negative trends were partially offset by increased U.S. dialysis average patient services revenue per treatment and continued growth in international businesses. In addition our 2022 financial performance benefited from lower pharmaceutical unit costs and intensity, health benefits expenses and medical supply expense as compared to the prior year.

Operational and financial highlights for 2022 include, among other things:

- total U.S. dialysis revenue benefited from an increase in average patient services revenue per treatment growth of $6.00 per treatment offset by a decrease in the number of treatments primarily due to increased mortality due to COVID-19's impact on our patient population;
- total revenue growth of 8.3% in our IKC business and 3.6% in our international operations;
- operating income of $1,339 million and adjusted operating income of $1,450 million;
- operating cash flows of $1,565 million and free cash flows of $817 million; and
- repurchase of 8,094,661 shares of our common stock for aggregate consideration of $788 million, and a 7.1% reduction in our share count year-over-year.

Additional highlights include:

- net decrease of 91 U.S. dialysis centers to improve center capacity and utilization, as well as a net increase of 11 international dialysis centers from acquisitions;
- continued patient growth in IKC to 42,000 patients in risk-based integrated care arrangements and an additional 15,000 patients in other integrated care arrangements; and
- the continued impact of COVID-19 and other macroeconomic conditions.

In 2023, we expect that COVID-19 and certain macroeconomic conditions will continue to impact our business and financial performance though the cumulative magnitude of these impacts remains difficult to predict and subject to significant uncertainty due to a number of factors, as described in further detail below under the heading "*COVID-19, General Economic and Marketplace Conditions, and Legal and Regulatory Developments*." On treatment volume, we continue to face pressure primarily driven by the impact of COVID-19 on the mortality rates of dialysis patients, as well as the direct and indirect impact of COVID-19 on our missed treatment rate and new admissions. We anticipate that this pressure also will be magnified by continued slowing industry growth and continued competitive activity in 2023. On reimbursement rate, we expect growth in aggregate, primarily due to the increase in Medicare payment rates under the ESRD Prospective Payment System as well as a continuing increase in anticipated Medicare Advantage enrollment due to the 21st Century Cures Act, partially offset by a full year of the resumption of Medicare sequestration. On cost, we continue to expect increasing pressure on wage rates and other costs due to the challenging labor market and inflationary conditions and increased severance costs as we focus on efficiencies in our administrative support functions partially offset by continued anticipated savings on pharmaceutical costs and a decrease in depreciation and amortization. We expect to incur significantly less advocacy costs in 2023 than we experienced in 2022. 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 2023. Finally, 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, 2022 compared to December 31, 2021. Our Annual Report on Form 10-K for the year ended December 31, 2021, includes a discussion and analysis of our financial condition and results of operations for the year ended December 31, 2020, 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, General Economic and Marketplace Conditions, and Legal and Regulatory Developments

As noted above and described in further detail below, the continued impacts on our business in connection with the COVID-19 pandemic and general economic and market conditions 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. Many of these external factors and conditions are interrelated, including, among other things, supply chain challenges, inflation, rising interest rates, labor market conditions and wage pressure. Certain of these impacts could be further intensified by concurrent global events such as the ongoing conflict between Russia and Ukraine, which has continued to drive sociopolitical and economic uncertainty and volatility in Europe and across the globe.

Operational and Financial Impacts

In 2022 we continued to experience a negative impact on revenue and non-acquired growth from COVID-19 due to lower treatment volumes. As noted above, these lower treatment volumes were driven primarily by the negative impact of COVID-19 on the mortality rates of our patients, which has in turn impacted our patient census, as well as the direct and indirect impact of COVID-19 on our missed treatment rate and new admissions. We expect that the impact of COVID-19 is likely to continue to negatively impact our revenue and non-acquired growth for a period of time even as the pandemic subsides due to the compounding impact of mortalities, among other things. During 2022, lower treatment volumes were also driven in part by declining new admissions and elevated missed treatment rates. New admission rates, future revenues and non-acquired growth could also continue to be negatively impacted over time to the extent that the CKD population experiences elevated mortality levels due to the pandemic. There remains significant uncertainty as to the ultimate impact of COVID-19 on our treatment volumes, in part due to, among other things, the indeterminate severity and duration of the pandemic and the complexity of factors that may drive new admissions and missed treatment rates over time. Depending on the ultimate severity and duration of the pandemic, the magnitude of these cumulative impacts could have a material adverse impact on our results of operations, financial condition and cash flows.

COVID-19 and other global conditions have also increased, and will continue to increase, our expenses, including, among others, staffing and labor costs. In 2022, we incurred higher than usual wage increases, and higher incentive pay. During 2022 we also incurred increased costs due to an increased utilization of contract labor, inefficient productivity and increased investment in training expenses. Each of those cost drivers were in turn primarily the result of the combination of our ongoing COVID-19-related clinical protocols and general labor, supply chain and inflationary pressures. As noted above, we expect certain of these increased costs to continue, and the cumulative impact of these costs could be material. In addition, potential staffing shortages or disruptions, if material, could ultimately lead to the unplanned closures of certain centers or adversely impact clinical operations, and may otherwise have a material adverse impact on our ability to provide dialysis services or the cost of providing those services, among other things. In 2022, we also saw a continued increase, relative to pre-pandemic conditions, in the effort and cost needed to procure certain of our equipment and clinical supplies, including pharmaceuticals and personal protective equipment (PPE), and some of which have been substantial.

The staffing and labor cost inflation described above, in addition to higher equipment and clinical supply costs, have put pressure on our existing cost structure, and as noted above, we expect that certain of those increased costs will persist as global supply chains continue to experience volatility and disruptions and as inflationary pressures and challenging labor market conditions continue. Prolonged volatility, uncertainty, labor supply shortages and other challenging labor market conditions could have an adverse impact on our growth and ability to execute on our other strategic initiatives and a material adverse impact on our labor costs. Prolonged strain on global supply chains may result in equipment and clinical supply shortages, disruptions, delays or associated price increases that could impact our ability to provide dialysis services or the cost of providing those services, among other things. Moreover, to the extent that inflationary pressure persists, this may in turn continue to increase our labor and supply costs at a rate that outpaces the Medicare or any other rate increases we may receive. 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.

As referenced above, we continue to implement cost savings opportunities to help mitigate these cost and volume pressures. These include, among other things, anticipated cost savings related to certain general and administrative cost efficiencies, such as ongoing initiatives that increase our use of third party service providers to perform certain activities, including, among others, finance and accounting functions as well as related information technology functions; initiatives relating to clinic optimization and initiatives for capacity utilization improvement; and procurement opportunities. We have incurred, and expect to continue to incur, charges in connection with the continued implementation of these initiatives, and there can be no assurance that we will be able to successfully execute these initiatives or that they will achieve expectations or succeed in helping offset the impact of these challenging conditions. Any failure on our part to adjust our business and operations in this manner, to adjust to other marketplace developments or dynamics or to appropriately implement these initiatives in accordance with applicable legal, regulatory or compliance requirements could adversely impact our ability to provide dialysis services or the cost of providing those services, among other things, and ultimately could have a material adverse effect on our business, reputation, results of operations, financial condition and cash flows.

Federal, State and Local Government Response

The government response to COVID-19 has been wide-ranging and will continue to develop over time. 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. For example, federal COVID-19 relief legislation suspended the 2% Medicare sequestration from May 1, 2020 through March 31, 2022. The Medicare sequestration was reinstated in stages until the full 2% level was resumed as of July 1, 2022. While in effect, the suspension of sequestration significantly increased our revenues.

We believe the ultimate impact of the COVID-19 pandemic and the aforementioned general economic and marketplace conditions on the Company over time will depend on future developments that are highly uncertain and difficult to predict. With respect to COVID-19, these future developments include, among other things, the ultimate severity and duration of the pandemic; the evolution of new strains or variants of the virus that may present varying levels of infectivity or virulence; COVID-19's impact on the CKD patient population and our patient population, including on the mortality of these patients; the availability, acceptance, impact and efficacy of COVID-19 vaccines, treatments and therapies; the pandemic’s continuing impact on our revenue and non-acquired growth due to lower treatment volumes; the potential negative impact on our commercial mix or the number of patients covered by commercial insurance plans; continued increased COVID-related costs; supply chain challenges and disruptions, including with respect to our clinical supplies; the responses of our competitors to the pandemic and related changes in the marketplace; the timing, scope and effectiveness of federal, state and local government responses; and any potential changes to the extensive set of federal, state and local laws, regulations and requirements that govern our business. In certain cases, the impact of the pandemic on us may persist even after the pandemic subsides. COVID-19 has also intensified certain of the aforementioned general economic and marketplace conditions and developments in the U.S. and global economies, including labor market conditions, inflation and monetary policies, among others. We expect that these conditions will continue to impact our business in 2023.

For additional discussion of the COVID-19 pandemic and our response, the various general economic and marketplace conditions that may impact our business, and the risks and uncertainties related to each of these, 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 factors in Part I Item 1A. Risk Factors, including, among others, the risks under the headings, "*Macroeconomic conditions and global events...*" and "*If we are unable to compete successfully...*".

Legal and Regulatory Developments

In 2022, the U.S. Supreme Court issued a decision in the matter of *Marietta Memorial Hospital Employee Health Benefit Plan, et al. v. DaVita Inc., et al.,* a case evaluating the scope of the Medicare Secondary Payor Act (MSPA), deciding that a group health plan that provides limited benefits for outpatient dialysis, but does so uniformly for all plan participants, does not violate the terms of the MSPA because the plan treats all patients uniformly, regardless of whether a participant has ESRD and regardless of whether the participant is eligible for Medicare. For additional information, see Note 16 to the consolidated financial statements included in this report and the risk factor in Part I Item 1A. Risk Factors under the heading "*If the number or percentage of patients with higher-paying commercial insurance declines...*" There is significant uncertainty as to the ultimate impact of the decision, but if a significant number of commercial plans, including employer group health plans, implement or utilize plan designs that discourage or prevent ESRD patients from retaining their commercial coverage, it may lead to a decrease in the number of patients with commercial plans, the duration of benefits for patients under commercial plans and/or decrease in the payment rates we receive, any of which could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Consolidated results of operations

The following table summarizes our revenues, operating income (loss) and adjusted operating income (loss) by line of business. See the discussion of our results for each line of business following this table. When multiple drivers are identified in the following discussion of results, they are listed in order of magnitude:

	Year ended December 31, 2022	Year ended December 31, 2021	Annual change Amount	Annual change Percent
	(dollars in millions)			
Revenues:				
U.S. dialysis	$ 10,600	$ 10,667	$ (67)	(0.6)%
Other - Ancillary services	1,101	1,047	54	5.2 %
Elimination of intersegment revenues	(91)	(95)	4	4.2 %
Total consolidated revenues	$ 11,610	$ 11,619	$ (9)	(0.1)%
Operating income (loss):				
U.S. dialysis	$ 1,565	$ 1,975	$ (410)	(20.8)%
Other - Ancillary services	(97)	(66)	(31)	(47.0)%
Corporate administrative support	(130)	(112)	(18)	(16.1)%
Operating income	$ 1,339	$ 1,797	$ (458)	(25.5)%
Adjusted operating income (loss):[(1)]				
U.S. dialysis	$ 1,668	$ 1,993	$ (325)	(16.3)%
Other - Ancillary services	(89)	(66)	(23)	(34.8)%
Corporate administrative support	(129)	(112)	(17)	(15.2)%
Adjusted operating income	$ 1,450	$ 1,815	$ (365)	(20.1)%

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

As of December 31, 2022, our U.S. dialysis business is a leading provider of kidney dialysis services, operating 2,724 outpatient dialysis centers serving a total of approximately 199,400 patients, and contracted to provide hospital inpatient dialysis services in approximately 820 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 2022 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 76%, 18% 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 2022, approximately 67% 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 3% of our U.S. dialysis patient services revenues, respectively.

On October 31, 2022, CMS issued a final rule to update the ESRD PPS payment rate and policies, as described further above. CMS estimates the final rule will affect ESRD facilities' average reimbursement by a productivity-adjusted market basket increase of 3.0% in 2023.

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 33% 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..."* For a discussion of operational, clinical and financial risks and uncertainties that we face in connection with commercial payors, see the risk factor in Item 1A. Risk Factors under the heading "*If the number or percentage of patients with higher-paying commercial insurance declines, if the average rates that commercial payors pay us declines*..."

Approximately 1% of our total U.S. dialysis patient services revenues for each of the years 2022 and 2021 were associated with the administration of separately-billable physician-prescribed pharmaceuticals, the majority of which relate to the administration of calcimimetics.

We anticipate that we will continue to experience increases in our operating costs in 2023 that may outpace any net Medicare, commercial or other 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, commercial or other payor payment rates. 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 and associated depreciation and amortization 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
- medical supply costs.

Other cost categories that can present significant variability include insurance costs and professional fees. 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*..."

Our average clinical hours per treatment increased in 2022 compared to 2021. We are always striving for improved productivity levels, however, changes in factors such as federal and state policies or regulatory billing requirements can lead to increased labor costs. In 2022, the demand for skilled clinical personnel continued, exacerbated by the nationwide shortage caused by the continuing COVID-19 pandemic on these resources. In 2022 and 2021, we experienced increases in our clinical labor rates of approximately 7.4% and 3.9%, respectively. We expect to continue to see higher clinical labor rates and continued use of contract labor in 2023 due to the labor market conditions and the continued competition for skilled clinical personnel. In 2022, our overall clinical teammate turnover increased from 2021. We also continue to experience increases in the infrastructure and operating costs of our dialysis centers and general increases in rent and repairs and maintenance. In 2022, 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 2023.

Our U.S. dialysis general and administrative expenses represented 9.8% and 8.7% of our U.S. dialysis revenues in 2022 and 2021, 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 (IT) systems, such as our new clinical system, and more recently advocacy costs in 2022 related to countering union policy efforts and severance costs related to planned administrative efficiencies. We expect that these levels of general and administrative expenses will be impacted by lower advocacy costs in 2023 compared to 2022, continued investment in developing our capabilities and executing on our strategic priorities, as well as additional severance costs as we implement the planned administrative efficiencies, among other things.

U.S. dialysis results of operations

Treatment volume:

	Year ended December 31,		Annual change	
	2022	2021	Amount	Percent
Dialysis treatments	28,954,433	29,622,188	(667,755)	(2.3)%
Average treatments per day	92,506	94,640	(2,134)	(2.3)%
Treatment days	313.0	313.0	—	— %
Normalized non-acquired treatment growth(1)	(2.0)%	(1.9)%		(0.1)%

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.

Our U.S. dialysis treatment volume is directly correlated with our operating revenues and expenses. The decrease in our U.S. dialysis treatments in 2022 was primarily driven by the impact of increased mortality over recent periods on our patient population, and higher missed treatment rates, slightly offset by acquisition related growth. We believe the increased mortality rate is largely attributable to the impact of COVID-19 on our patient population.

Revenues:

	Year ended December 31,		Annual change	
	2022	2021	Amount	Percent
	(dollars in millions, except per treatment data)			
Total revenues	$ 10,600	$ 10,667	$ (67)	(0.6)%
Average patient service revenue per treatment	$ 365.24	$ 359.24	$ 6.00	1.7 %

Certain columns or rows may not sum or recalculate due to the presentation of rounded numbers.

U.S. dialysis average patient service revenue per treatment increased primarily driven by increases in both commercial mix and rates, an increase in the Medicare base rate in 2022, and the continued shift to Medicare Advantage plans, partially offset by the reinstatement of 1% Medicare sequestration beginning April 1, 2022 through June 30, 2022 and 2% Medicare sequestration beginning July 1, 2022 and thereafter.

Operating expenses and charges:

	Year ended December 31, 2022	Year ended December 31, 2021	Annual change Amount	Annual change Percent
	(dollars in millions, except per treatment data)			
Patient care costs	$ 7,334	$ 7,153	$ 181	2.5 %
General and administrative[(1)]	1,038	926	111	12.0 %
Depreciation and amortization	691	643	48	7.5 %
Equity investment income	(28)	(30)	2	6.7 %
Total operating expenses and charges	$ 9,034	$ 8,692	$ 343	3.9 %
Patient care costs per treatment	$ 253.31	$ 241.47	$ 11.84	4.9 %

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, 2022 included advocacy costs of approximately $51 million incurred to counter union policy efforts, including a California statewide ballot initiative (CA Proposition 29).

Charges impacting operating income

Closure costs. During the year ended December 31, 2022, we incurred higher than normal charges for center capacity closures. These closures were the result of a strategic review of our outpatient clinic capacity requirements and utilization, which have been impacted both by declines in our patient census in some markets due to the COVID-19 pandemic, as well as by our initiatives toward, and advances in, increasing the proportion of our home dialysis patients.

Our 2022 charges for U.S. dialysis center closures were approximately $86 million, which increased our patient care costs by $21 million, our general and administrative expenses by $19 million and our depreciation and amortization expense by $46 million. By comparison, 2021 charges for U.S. dialysis center closures were approximately $18 million, which increased our patient care costs by $2 million, our general and administrative expenses by $3 million and our depreciation and amortization expense by $12 million. These capacity closures costs included net losses on assets retired, lease costs, asset impairments and accelerated depreciation and amortization.

We will continue to optimize our U.S. dialysis center footprint through center mergers and/or closures and expect our center closure rates to remain at elevated levels over the next several quarters.

Severance costs. During the fourth quarter of 2022, we committed to a plan to increase efficiencies and cost savings in certain general and administrative support functions. As a result of this plan, we recognized expenses related to termination and other benefit commitments in our U.S. dialysis business of $17 million.

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 increased primarily due to increases in compensation expenses including increased wage rates and contract wages. Other drivers of this increase include increases in other direct operating expenses associated with our dialysis centers, including increases in utilities expense partially due to lower expense in 2021 related to our virtual power purchase arrangements, as well as center closure costs, as described above, insurance expenses and costs related to travel. In addition, our fixed other direct operating expenses negatively impacted patient care costs per treatment due to our decrease in treatments in 2022. These increases were partially offset by decreases in pharmaceutical unit costs, health benefit expenses and medical supply costs.

General and administrative expenses. U.S. dialysis general and administrative expenses increased primarily due to increases in advocacy costs to counter union policy efforts, compensation expenses including increased wage rates and severance costs, as described above, travel costs, center closure, as described above, and higher IT-related costs. This increase in U.S. dialysis general and administrative expenses was partially offset by gains recognized on the sale of our self-developed properties, and decreases in professional fees and contributions to our charitable foundation.

Depreciation and amortization. Depreciation and amortization expense is directly impacted by the number of dialysis centers and the information technology that we develop and acquire as well as changes in useful lives. U.S. dialysis depreciation and amortization expense increased in 2022 primarily due to accelerated depreciation for expected center closures, as described above, increased depreciation and amortization for hardware associated with our new clinical system and other corporate technology projects and the development of new centers.

Equity investment income. U.S. dialysis equity investment income decreased primarily due to a decline in profitability at certain nonconsolidated dialysis partnerships.

Operating income and adjusted operating income

	Year ended December 31,		Annual change	
	2022	2021	Amount	Percent
	(dollars in millions)			
Operating income	$ 1,565	$ 1,975	$ (410)	(20.8)%
Adjusted operating income[(1)]	$ 1,668	$ 1,993	$ (325)	(16.3)%

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 was negatively impacted by center closure and severance costs, as described above. Operating income and adjusted operating income decreased compared to 2021 primarily due to decreased dialysis treatments and increases in compensation expenses, advocacy costs, other direct operating expenses associated with our dialysis centers, costs related to travel, depreciation expense related to IT projects and insurance expenses, each described above. Operating income and adjusted operating income were positively impacted by an increase in our average patient service revenue per treatment, as described above, as well as decreases in pharmaceutical unit costs, gains on sale of our self-developed properties and decreases in health benefit expenses and medical supply costs.

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, 2022, these consisted primarily of our U.S. integrated kidney care (IKC) business, certain U.S. other ancillary businesses (including our clinical research programs, transplant software business, and venture investment group), and our international operations.

These ancillary services, including our international operations, generated revenues of approximately $1.101 billion in 2022, representing approximately 9% of our consolidated revenues.

As of December 31, 2022, DaVita IKC provided integrated care and disease management services to approximately 42,000 patients in risk-based integrated care arrangements and to an additional 15,000 patients in other integrated care arrangements. We also 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.

For a discussion of the risks related to IKC and our ancillary services, see the discussion in the risk factors in Item 1A. Risk Factors under the headings, "*The U.S. ancillary services and strategic initiatives and international operations that we operate or invest in now or in the future...*" and *"If we are not able to successfully implement our strategy with respect to our integrated kidney care and value-based care initiatives..."*

As of December 31, 2022, our international dialysis business owned or operated 350 outpatient dialysis centers located in 11 countries outside of the U.S. For 2022, total revenues generated from our international operations were approximately 6% of our consolidated revenues.

Ancillary services results of operations

	Year ended December 31,		Annual change	
	2022	2021	Amount	Percent
	(dollars in millions)			
Revenues:				
U.S. IKC	$ 378	$ 349	$ 29	8.3 %
U.S. other ancillary	23	22	1	4.5 %
International	700	676	24	3.6 %
Total ancillary services revenues	$ 1,101	$ 1,047	$ 54	5.2 %
Operating (loss) income:				
U.S. IKC	$ (125)	$ (111)	$ (14)	(12.6)%
U.S. other ancillary	(9)	3	(12)	(400.0)%
International[(1)]	37	42	(5)	(11.9)%
Total ancillary services loss	$ (97)	$ (66)	$ (31)	(47.0)%
Adjusted operating (loss) income[(2)]:				
U.S. IKC	$ (124)	$ (111)	$ (13)	(11.7)%
U.S. other ancillary	(9)	3	(12)	(400.0)%
International[(1)]	44	42	2	4.8 %
Total adjusted operating loss:	$ (89)	$ (66)	$ (23)	(34.8)%

Certain columns or rows may not sum or recalculate due to the presentation of rounded numbers.

(1) The reported operating income and adjusted operating income for the years ended December 31, 2022 and December 31, 2021, includes foreign currency (losses) gains embedded in equity method income recognized from our APAC joint venture of approximately $(0.3) million and $3.3 million, respectively.

(2) For a reconciliation of adjusted operating (loss) income by reportable segment, see the "Reconciliations of non-GAAP measures" section below.

Revenues:

Our IKC revenues were impacted by an increase in shared savings, including savings from new programs, partially offset by a decrease in revenues from our special needs plans. Our other U.S. ancillary services revenues increased due to revenues from our newly acquired transplant software business, partially offset by decreased revenues in our clinical research programs. Our international revenues increased primarily due to acquisition-related growth, partially offset by the impact of increased mortality over recent periods on our patient population.

Charges impacting operating income - Severance and other costs.

During the fourth quarter of 2022, similar to U.S. dialysis, we committed to a plan to increase efficiencies and cost savings in certain general and administrative support functions and other overhead costs. As a result of this plan, we recognized expenses related to termination and other benefit commitments in our IKC business and these expenses and other charges in our international operations of $0.5 million and $7.5 million, respectively.

Operating loss and adjusted operating loss:

Our IKC operating loss and adjusted operating loss increased primarily due to continued investments in our integrated care support functions, partially offset by an increase in shared savings and improved performance in our special needs plans. Our other U.S. ancillary services operating loss was impacted by a benefit received from run-off of a legacy business recognized in 2021 and decreased revenues in our clinical research programs in 2022. Our international operating income was impacted by severance and other costs in one of our international businesses, as described above. International operating income and adjusted operating income were impacted by acquisition-related growth, partially offset by the impact of increased mortality over recent periods on our patient population and losses on foreign exchange compared to gains in the prior year.

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. Corporate administrative support expenses are included in general and administrative expenses on our consolidated income statement.

Corporate administrative support expenses increased $18 million primarily driven by increased legal fees and compensation expenses. These increases were partially offset by decreased long-term incentive compensation expense.

Corporate-level charges

	Year ended December 31,		Annual change	
	2022	2021	Amount	Percent
	(dollars in millions)			
Debt expense	$ 357	$ 285	$ 72	25.3 %
Other (loss) income, net	$ (16)	$ 6	$ (22)	366.7 %
Effective income tax rate	20.5 %	20.2 %		0.3 %
Effective income tax rate from continuing operations attributable to DaVita Inc.(1)	26.5 %	23.8 %		2.7 %
Net income attributable to noncontrolling interests	$ 221	$ 233	$ (12)	(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 increased primarily due to an increase in our overall weighted average effective interest rate and weighted average credit facility balance outstanding, which included draws on our revolving line of credit during 2022. Our overall weighted average effective interest rate on all debt, including the effect of interest rate caps and amortization of debt discount, was 3.96% in 2022 compared to 3.28% in 2021. See Note 13 to the consolidated financial statements for further information on the components of our debt and changes in them since 2021.

Other (loss) income

Other (loss) 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 primarily due to increased losses on investments in 2022, partially offset by an increase in interest income.

Provision for income taxes

Our effective income tax rate and effective income tax rate from continuing operations attributable to DaVita Inc. increased in 2022 primarily due to increases in nondeductible advocacy expenses, foreign tax provision expense and a reduction in benefits from stock-based compensation. These increases were partially offset by benefits recognized in 2022 for uncertain tax positions outside the statute of limitations and a reduction in tax expense recognized in 2021 for deferred re-measurement. Additionally, our effective income tax rate was impacted by the portion of earnings attributable to our non-controlling interests.

Net income attributable to noncontrolling interests

The decrease in income attributable to noncontrolling interests in 2022 compared to 2021 was due to a decrease in earnings at certain U.S. dialysis partnerships.

Accounts receivable

Our consolidated accounts receivable balances at December 31, 2022 and December 31, 2021 were $2.132 billion and $1.958 billion, respectively, representing approximately 68 days and 62 days of revenue (DSO), respectively. The increase in consolidated DSO resulted primarily from an increase of five days of DSO in our U.S. dialysis business, primarily due to delays in collections related to certain payors, temporary billing holds and changes in payor mix related to the continued shift to Medicare Advantage plans for which average collection times are longer than that of Medicare. Our DSO calculation is based on the most recent quarter's average revenues per day. There were no significant changes during 2022 from 2021 in the carrying amount of accounts receivable outstanding over one year old or in the amounts pending approval from third-party payors.

As of December 31, 2022 and 2021, our patient services accounts receivable balances that are more than six months old represented approximately 18% and 16%, respectively, of our total accounts receivable balances outstanding. Substantially all revenue realized for patient services is received from government and commercial payors, as discussed above. Less than 1% of our revenues in both periods were classified as patient pay.

Amounts pending approval from third-party payors associated with Medicare bad debt claims as of December 31, 2022 and 2021, other than the standard monthly billing, consisted of approximately $111 million and $133 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	
	2022	2021	Amount	Percent
	(dollars in millions)			
Net cash provided by operating activities:				
Net income	$ 782	$ 1,212	$ (430)	(35.5)%
Non-cash items in net income	783	860	(77)	(9.0)%
Other working capital changes	66	(108)	174	161.1 %
Other	(66)	(33)	(33)	(100.0)%
	$ 1,565	$ 1,931	$ (366)	(19.0)%
Net cash used in investing activities:				
Capital expenditures:				
Routine maintenance/IT/other	$ (431)	$ (421)	$ (10)	(2.4)%
Developments and relocations	(172)	(220)	48	21.8 %
Acquisition expenditures	(57)	(187)	130	69.5 %
Proceeds from sale of self-developed properties	109	56	53	94.6 %
Other	(78)	(12)	(66)	(550.0)%
	$ (630)	$ (785)	$ 155	19.7 %
Net cash used in financing activities:				
Debt (payments) issuances, net	$ (11)	$ 754	$ (765)	(101.5)%
Deferred financing and debt redemption costs	—	(9)	9	100.0 %
Distributions to noncontrolling interests	(268)	(244)	(24)	(9.8)%
Contributions from noncontrolling interests	15	32	(17)	(53.1)%
Stock award exercises and other share issuances	(37)	(60)	23	38.3 %
Share repurchases	(802)	(1,539)	737	47.9 %
Other	(17)	(17)	—	— %
	$ (1,121)	$ (1,083)	$ (38)	(3.5)%
Total number of shares repurchased	8,094,661	13,877,193	(5,782,532)	(41.7)%
Free cash flow(1)	$ 817	$ 1,133	$ (316)	(27.9)%

Certain columns or rows may not sum or recalculate due to the presentation of rounded numbers.

(1) For a reconciliation of our free cash flow, see the "Reconciliations of Non-GAAP measures" section below.

Consolidated cash flows

Consolidated cash flows from operating activities for 2022 and 2021 were $1,565 million and $1,931 million, respectively. The decrease in cash flow from continuing operations was primarily driven by decreased earnings from operations and increases in tax and interest payments, partially offset by timing of working capital items.

Cash flows used for investing activities in 2022 decreased $155 million compared to 2021 primarily due to decreases in acquisition expenditures combined with an increase in proceeds from the sale of self-developed properties, which was principally driven by the sale of one of our self-developed properties.

Cash flows used in financing activities increased $38 million in 2022 compared to 2021. Significant sources of cash during 2022 included a net draw of $165 million on our revolving line of credit. Significant uses of cash during 2022 consisted primarily of regularly scheduled mandatory principal payments under our senior secured credit facilities totaling approximately $98 million on Term Loan A and $27 million on Term Loan B-1 and additional required principal payments under other debt arrangements. In addition, during the year ended December 31, 2022 we used cash to repurchase 8,094,661 shares of our common stock.

By comparison, 2021 included the issuance of $1,000 million in aggregate principal amount of senior notes as an add-on offering to our 4.625% senior notes due 2030 which were issued at an offering price of 101.750% of the principal amount in February 2021. Significant uses of cash during 2021 consisted primarily of the repayment in full of $75 million of borrowings under our revolving line of credit, net payments of regularly scheduled mandatory principal amounts due under our senior secured credit facilities totaling approximately $88 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 $9 million. During the year ended December 31, 2021 we used cash to repurchase 13,877,193 shares of our common stock.

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 $2.0 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	
	2022	2021	2022	2021
Number of centers operated at beginning of year	2,815	2,816	339	321
Acquired centers	5	19	11	17
Developed centers	39	42	6	7
Net change in non-owned managed or administered centers(1)	(1)	3	5	—
Sold and closed centers(2)	(22)	(11)	(9)	(5)
Closed centers(3)	(112)	(54)	(2)	(1)
Number of centers operated at end of year	2,724	2,815	350	339

(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, 2022 and 2021:

	Year ended December 31,			
	2022		2021	
	(dollars in millions and shares in thousands, except per share data)			
Shares		8,095		13,877
Amounts paid	$	788	$	1,546
Average paid per share	$	97.33	$	111.41

Subsequent to December 31, 2022, we did not repurchase any shares through February 22, 2023. We retired all shares of common stock held in treasury effective December 31, 2022 and 2021.

See further discussion of our share repurchase activity and authorizations in Note 19 to the consolidated financial statements.

Available liquidity

As of December 31, 2022, our cash balance was $244 million and we held approximately $78 million in short-term investments. At that time we also had $165 million outstanding and $835 million available 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 thereunder, of which there were none as of December 31, 2022. As of December 31, 2022 we separately had approximately $109 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 certain economic and marketplace conditions, including inflationary and labor pressures, have driven increased pressure on our cash flows. As of the date of this report, we have not experienced a material deterioration in our liquidity position as a result of COVID-19 or those global economic and market conditions. The ultimate impact of the pandemic and those economic and market conditions 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...*"

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. IKC business, our U.S. other ancillary services, our international business, and for our total ancillary services which combines them and is disclosed as our other segments category, in addition to our corporate administrative support. 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, 2022						
		Ancillary services					
	U.S. dialysis	U.S. IKC	U.S. Other	International	Total	Corporate administration	Consolidated
				(dollars in millions)			
Operating income (loss)	$ 1,565	$ (125)	$ (9)	$ 37	$ (97)	$ (130)	$ 1,339
Center closure charges	86			3	3		89
Severance and other costs	17	—		5	5	1	23
Adjusted operating income (loss)	$ 1,668	$ (124)	$ (9)	$ 44	$ (89)	$ (129)	$ 1,450

Certain columns or rows may not sum or recalculate due to the presentation of rounded numbers.

	Year ended December 31, 2021						
		Ancillary services					
	U.S. dialysis	U.S. IKC	U.S. Other	International	Total	Corporate administration	Consolidated
				(dollars in millions)			
Operating income (loss)	$ 1,975	$ (111)	$ 3	$ 42	$ (66)	$ (112)	$ 1,797
Center closure charges	18						18
Adjusted operating income (loss)	$ 1,993	$ (111)	$ 3	$ 42	$ (66)	$ (112)	$ 1,815

Certain columns or rows may not sum or recalculate due to the presentation of rounded numbers.

	Year ended December 31,	
	2022	2021
	(dollars in millions)	
Income from continuing operations before income taxes	$ 966	$ 1,518
Less: Noncontrolling owners' income primarily attributable to non-tax paying entities	(222)	(234)
Income from continuing operations before income taxes attributable to DaVita Inc.	$ 744	$ 1,284
Income tax expense for continuing operations	$ 198	$ 307
Income tax attributable to noncontrolling interests	(1)	(1)
Income tax expense from continuing operations attributable to DaVita Inc.	$ 197	$ 306
Effective income tax rate on income from continuing operations attributable to DaVita Inc.	26.5 %	23.8 %

Certain columns or rows may not sum or recalculate due to the presentation of rounded numbers.

	Year ended December 31,	
	2022	2021
	(dollars in millions)	
Net cash provided by operating activities	$ 1,565	$ 1,931
Adjustments to reconcile net cash provided by continuing operating activities to free cash flow from continuing operations:		
Distributions to noncontrolling interests	(268)	(244)
Contributions from noncontrolling interests	15	32
Expenditures for routine maintenance and information technology	(431)	(421)
Expenditures for development	(172)	(220)
Proceeds from sale of self-developed properties	109	56
Free cash flow	$ 817	$ 1,133

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 cash contractual obligations and commitments as of December 31, 2022:

	2023	2024-2025	2026-2027	Thereafter	Total
	(dollars in millions)				
Debt and leases:					
Long-term debt[1]:					
Principal payments	$ 205	$ 1,599	$ 2,602	$ 4,289	$ 8,695
Interest payments on credit facilities and senior notes	354	701	465	515	2,035
Financing leases[2]	26	57	60	131	274
Operating leases, including imputed interest[2]	493	953	734	1,175	3,355
	$ 1,078	$ 3,310	$ 3,861	$ 6,110	$ 14,359
Partnership interests subject to put provisions:[3]					
On-balance sheet:					
Noncontrolling interests subject to put provisions	1,129	123	55	42	1,349
Off-balance sheet:					
Non-owned and minority owned put provisions	88	3	—	—	91
	$ 1,217	$ 126	$ 55	$ 42	$ 1,440

(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.

(3) Represents amounts for which we are contractually committed, should the outside partner exercise its put option.

As of December 31, 2022 we had outstanding letters of credit in the aggregate amount of approximately $109 million under a separate bilateral secured letter of credit facility.

As of December 31, 2022 we have outstanding purchase agreements with various suppliers to purchase set amounts of dialysis equipment, parts, pharmaceuticals, and supplies. If we fail to meet the minimum purchase commitments under these contracts during any year, we are required to pay the difference to the supplier. For additional information see Note 17 to the consolidated financial statements.

We also have certain potential commitments to provide working capital funding, if necessary, to certain nonconsolidated dialysis businesses that we manage and in which we own a noncontrolling equity interest or which are wholly-owned by third parties. For additional information see Note 17 to the consolidated financial statements.

Additionally, we expect our 2023 capital expenditures to be in alignment with 2022 capital expenditures.

In addition, we have approximately $54 million of existing long-term income tax liabilities for unrecognized tax benefits, including interest and penalties, which are excluded from the table above as reasonably reliable estimates of their timing cannot be made.

Finally, on May 25, 2022, we entered into an agreement with Medtronic, Inc. and one of its subsidiaries (collectively, Medtronic) to form a new, independent kidney care-focused medical device company (NewCo). The transaction is expected to close in 2023, subject to customary closing conditions and regulatory approvals. At close, we will make a cash payment to Medtronic of approximately $75 million, subject to certain customary adjustments prior to the closing, and will contribute certain other non-cash assets to NewCo valued at approximately $25 million. Additionally, at close, each of DaVita and Medtronic will contribute approximately $200 million in cash to launch NewCo. We also agreed to pay Medtronic additional consideration of up to $300 million if certain regulatory and commercial milestones are achieved between 2024 and 2028.

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, fair value estimates for goodwill and noncontrolling interests, accounting for income taxes, 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. The measurement and recognition of revenue requires 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 199,400 U.S. dialysis patients at any given 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.

Certain fair value estimates. Fair value measurements and estimates affect, or potentially affect, a variety of elements in the Company's financial statements. Two of the elements most significantly impacted by fair value estimates are the Company's goodwill impairment assessments and remeasurements of its noncontrolling interests subject to put provisions balance.

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 or rates, operating performance, future prospects, relationships with partners, interest rates 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 for businesses subject to goodwill impairment assessment. However, these assessments and the related valuations can involve significant uncertainties and require significant judgment on various matters. See Note 10 to the consolidated financial statements for a sensitivity summary on the Company's reporting units considered at risk of goodwill impairment as of December 31, 2022.

The Company is also required to remeasure its noncontrolling interests subject to put provisions to estimated fair value each reporting period. These estimates also require substantive judgment on meaningful uncertainties concerning this significant balance. See Notes 17 and 24 to the consolidated financial statements for a summary of the Company's approach to these valuations, the variables and uncertainties involved, and the sensitivity of these valuations to changes in a primary aggregate valuation metric.

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.

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 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.

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 Financial Accounting Standards Board (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 scheduled principal repayments and current weighted average interest rates on our debt obligations as of December 31, 2022. The variable rates presented reflect the weighted average LIBOR rates in effect for all debt tranches plus the interest rate margins in effect as of December 31, 2022. At December 31, 2022, the Term Loan A interest rate margin in effect was 1.75% and the Term Loan B-1 interest rate margin in effect was also 1.75%. 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								
	2023	2024	2025	2026	2027	Thereafter	Total	Average interest rate	Fair value(1)
					(dollars in millions)				
Long term debt:									
Fixed rate	$ 41	$ 32	$ 33	$ 43	$ 31	$ 4,418	$ 4,598	4.43 %	$ 3,414
Variable rate	$ 190	$ 1,556	$ 35	$ 2,584	$ 4	$ 2	$ 4,371	4.61 %	$ 4,268

(1) Represents the fair value of our long-term debt excluding financing leases.

The scheduled principal payments for all debt that bears a variable rate by its terms, including all of Term Loan B-1 and Term Loan A, have been included on the variable rate line of the schedule of expected maturities above. Additionally, the principal amounts of Term Loan B-1 and Term Loan A have been included in the calculation of the average variable interest rate presented.

However, principal amounts of $2,661 million for Term Loan B-1 and $839 million of Term Loan A (the capped debt) are hedged by our 2019 interest rate cap agreements through June 30, 2024. As of December 31, 2022, applicable LIBOR rates were above the 2.00% threshold of our cap agreements making the interest rates on this capped debt "economically fixed", unless or until applicable LIBOR rates were to fall back below 2.00% during the remaining term of the caps. As a result, as of December 31, 2022, total fixed and economically fixed debt was $8,098 million, with an average interest rate of 4.28%, while total variable rate debt not subject to caps was $871 million with an average rate of 6.71%.

	Notional amount	Contract maturity date					Receive variable	Fair value
		2023	2024	2025	2026	2027		
					(dollars in millions)			
2019 interest rate cap agreements	$ 3,500	$ —	$ 3,500	$ —	$ —	$ —	LIBOR above 2.0%	$ 139.8

For a further discussion of our debt and interest rate cap agreements, see Note 13 to our consolidated financial statements at Part II Item 15, "*Exhibits, Financial Statement Schedules" – Note 13* 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 held constant, it is estimated that such an increase would have reduced net income by approximately $21.4 million, $33.8 million, and $34.8 million, net of tax and the effect of our interest rate caps, for the years ended December 31, 2022, 2021, and 2020, respectively.

Exchange rate sensitivity

While our business is predominantly conducted in the U.S., we have developing operations in 11 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 2022, our international operations have remained fairly small relative to the size of our consolidated financial statements, constituting approximately 10% of our consolidated assets and approximately 6% of our consolidated revenues for the year ended December 31, 2022, with no single country constituting more than 4% of consolidated assets. In addition, our unrealized foreign currency translation losses were approximately 2.2%, 4.7%, and 0.4% of our consolidated operating income for the years ended December 31, 2022, 2021 and 2020, respectively.

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, 2022, 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, 2022. 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 2022 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

Item 9B. Other Information.

None.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections.

Not applicable.

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 2023 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 2023 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 2023 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, performance stock units and other rights under all of our existing equity compensation plans as of December 31, 2022, which consist of our DaVita Inc. 2020 Incentive Award Plan, DaVita Healthcare Partners Inc. 2011 Incentive Award Plan and our DaVita Inc. 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	8,729	$ 66.00	12,517	21,246
Equity compensation plans not requiring shareholder approval	—	—	—	—
Total	8,729	$ 66.00	12,517	21,246

(1) Includes 536 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 2023 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 2023 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 2023 annual stockholder meeting. Our independent registered public accounting firm is KPMG LLP, Seattle, WA, USA PCAOB ID: 185.

PART IV

Item 15. Exhibits, Financial Statement Schedules.

(a) Documents filed as part of this Report:

(1) Index to Financial Statements:

(2) Index to Financial Statement Schedules:

(3) Exhibits

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, 2022.

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, 2022 and 2021, 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, 2022, 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, 2022 and 2021, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2022, 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, 2022, 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, 2023 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

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 $10,575 million in U.S. dialysis patient service revenue for the year ended December 31, 2022. 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 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 obligation 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 recorded by the Company for the year ended December 31, 2022.

Evaluation of legal proceedings and regulatory matters

As discussed in Note 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 violation 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 22, 2023

Report of Independent Registered Public Accounting Firm

To the Stockholders and the 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, 2022, 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, 2022, 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, 2022 and 2021, 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, 2022, and the related notes and financial statement Schedule II - Valuation and Qualifying Accounts (collectively, the consolidated financial statements), and our report dated February 22, 2023 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, 2023

DAVITA INC.
CONSOLIDATED STATEMENTS OF INCOME
(dollars and shares in thousands, except per share data)

	Year ended December 31,		
	2022	2021	2020
Dialysis patient service revenues	$ 11,176,464	$ 11,213,515	$ 11,026,251
Other revenues	433,430	405,282	524,353
Total revenues	11,609,894	11,618,797	11,550,604
Operating expenses:			
Patient care costs	8,209,553	7,972,414	7,988,613
General and administrative	1,355,197	1,195,335	1,247,584
Depreciation and amortization	732,602	680,615	630,435
Equity investment income, net	(26,520)	(26,937)	(26,916)
Loss on changes in ownership interest, net	—	—	16,252
Total operating expenses	10,270,832	9,821,427	9,855,968
Operating income	1,339,062	1,797,370	1,694,636
Debt expense	(357,019)	(285,254)	(304,111)
Debt prepayment, refinancing and redemption charges	—	—	(89,022)
Other (loss) income, net	(15,765)	6,378	16,759
Income from continuing operations before income taxes	966,278	1,518,494	1,318,262
Income tax expense	198,087	306,732	313,932
Net income from continuing operations	768,191	1,211,762	1,004,330
Net income (loss) from discontinued operations, net of tax	13,452	—	(9,653)
Net income	781,643	1,211,762	994,677
Less: Net income attributable to noncontrolling interests	(221,243)	(233,312)	(221,035)
Net income attributable to DaVita Inc.	$ 560,400	$ 978,450	$ 773,642
Earnings per share attributable to DaVita Inc.:			
Basic net income from continuing operations	$ 5.88	$ 9.30	$ 6.54
Basic net income	$ 6.03	$ 9.30	$ 6.46
Diluted net income from continuing operations	$ 5.71	$ 8.90	$ 6.39
Diluted net income	$ 5.85	$ 8.90	$ 6.31
Weighted average shares for earnings per share:			
Basic shares	92,992	105,230	119,797
Diluted shares	95,834	109,948	122,623
Amounts attributable to DaVita Inc.:			
Net income from continuing operations	$ 546,948	$ 978,450	$ 783,295
Net income (loss) from discontinued operations	13,452	—	(9,653)
Net income attributable to DaVita Inc.	$ 560,400	$ 978,450	$ 773,642

See notes to consolidated financial statements.

DAVITA INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(dollars in thousands)

	Year ended December 31,		
	2022	2021	2020
Net income	$ 781,643	$ 1,211,762	$ 994,677
Other comprehensive income, net of tax:			
Unrealized gains (losses) on interest rate cap agreements:			
Unrealized gains (losses)	108,669	7,155	(16,346)
Reclassification of net realized (gains) losses into net income	(8,806)	4,133	5,313
Unrealized losses on foreign currency translation	(29,802)	(84,381)	(7,623)
Other comprehensive income (loss)	70,061	(73,093)	(18,656)
Total comprehensive income	851,704	1,138,669	976,021
Less: Comprehensive income attributable to noncontrolling interests	(221,243)	(233,312)	(221,035)
Comprehensive income attributable to DaVita Inc.	$ 630,461	$ 905,357	$ 754,986

See notes to consolidated financial statements.

DAVITA INC.
CONSOLIDATED BALANCE SHEETS
(dollars and shares in thousands, except per share data)

	December 31, 2022	December 31, 2021
ASSETS		
Cash and cash equivalents	$ 244,086	$ 461,900
Restricted cash and equivalents	94,903	93,060
Short-term investments	77,693	22,310
Accounts receivable	2,132,070	1,957,583
Inventories	109,122	107,428
Other receivables	413,976	427,321
Prepaid and other current assets	78,839	72,517
Income tax receivable	4,603	25,604
Total current assets	3,155,292	3,167,723
Property and equipment, net of accumulated depreciation	3,256,397	3,479,972
Operating lease right-of-use assets	2,666,242	2,824,787
Intangible assets, net of accumulated amortization	182,687	177,693
Equity method and other investments	231,108	238,881
Long-term investments	44,329	49,514
Other long-term assets	315,587	136,677
Goodwill	7,076,610	7,046,241
	$ 16,928,252	$ 17,121,488
LIABILITIES AND EQUITY		
Accounts payable	$ 479,780	$ 402,049
Other liabilities	802,469	709,345
Accrued compensation and benefits	692,654	659,960
Current portion of operating lease liabilities	395,401	394,357
Current portion of long-term debt	231,404	179,030
Income tax payable	18,039	53,792
Total current liabilities	2,619,747	2,398,533
Long-term operating lease liabilities	2,503,068	2,672,713
Long-term debt	8,692,617	8,729,150
Other long-term liabilities	105,233	119,158
Deferred income taxes	782,787	830,954
Total liabilities	14,703,452	14,750,508
Commitments and contingencies		
Noncontrolling interests subject to put provisions	1,348,908	1,434,832
Equity:		
Preferred stock ($0.001 par value, 5,000 shares authorized; none issued)		
Common stock ($0.001 par value, 450,000 shares authorized; 90,411 and 97,289 shares issued and outstanding at December 31, 2022, and 2021, respectively)	90	97
Additional paid-in capital	606,935	540,321
Retained earnings	174,487	354,337
Accumulated other comprehensive loss	(69,186)	(139,247)
Total DaVita Inc. shareholders' equity	712,326	755,508
Noncontrolling interests not subject to put provisions	163,566	180,640
Total equity	875,892	936,148
	$ 16,928,252	$ 17,121,488

See notes to consolidated financial statements.

DAVITA INC.
CONSOLIDATED STATEMENTS OF CASH FLOW
(dollars in thousands)

	Year ended December 31,		
	2022	2021	2020
Cash flows from operating activities:			
Net income	$ 781,643	$ 1,211,762	$ 994,677
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	732,602	680,615	630,435
Debt prepayment, refinancing and redemption charges	—	—	86,957
Stock-based compensation expense	95,427	102,209	91,458
Deferred income taxes	(75,669)	60,483	240,848
Equity investment income, net	8,773	5,215	13,830
Loss on sales of business interests, net	—	—	24,248
Other non-cash charges, net	21,693	11,231	747
Changes in operating assets and liabilities, net of effect of acquisitions and divestitures:			
Accounts receivable	(148,394)	(138,140)	(21,087)
Inventories	(757)	5,720	(12,349)
Other receivables and prepaid and other current assets	27,533	128,661	(79,277)
Other long-term assets	(50,549)	(26,387)	(6,123)
Accounts payable	87,481	(30,320)	37,200
Accrued compensation and benefits	34,536	(16,717)	(20,931)
Other current liabilities	89,955	(93,645)	105,637
Income taxes	(24,103)	36,921	(87,391)
Other long-term liabilities	(15,601)	(6,732)	(19,851)
Net cash provided by operating activities	1,564,570	1,930,876	1,979,028
Cash flows from investing activities:			
Additions of property and equipment	(603,429)	(641,465)	(674,541)
Acquisitions	(57,308)	(187,050)	(182,013)
Proceeds from asset and business sales	117,582	61,464	50,139
Purchase of debt investments held-to-maturity	(129,803)	(30,849)	(150,701)
Purchase of other debt and equity investments	(3,590)	(2,987)	(3,757)
Proceeds from debt investments held-to-maturity	71,125	15,849	151,213
Proceeds from sale of other debt and equity investments	3,781	12,030	3,491
Purchase of equity method investments	(31,885)	(13,924)	(22,341)
Distributions from equity method investments	3,962	2,944	3,139
Other	(782)	(745)	—
Net cash used in investing activities	(630,347)	(784,733)	(825,371)
Cash flows from financing activities:			
Borrowings	2,393,116	1,615,370	4,046,775
Payments on long-term debt	(2,404,395)	(861,115)	(4,110,304)
Deferred financing and debt redemption costs	(3)	(9,091)	(105,848)
Purchase of treasury stock	(802,228)	(1,538,626)	(1,458,442)
Distributions to noncontrolling interests	(267,946)	(244,033)	(253,118)
Net payments related to stock purchases and awards	(37,367)	(60,001)	(975)
Contributions from noncontrolling interests	14,797	31,754	42,966
Proceeds from sales of additional noncontrolling interests	3,673	2,880	—
Purchases of noncontrolling interests	(20,775)	(20,104)	(7,831)
Net cash used in financing activities	(1,121,128)	(1,082,966)	(1,846,777)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(29,066)	(10,007)	(13,808)
Net (decrease) increase in cash, cash equivalents and restricted cash	(215,971)	53,170	(706,928)
Cash, cash equivalents and restricted cash at beginning of the year	554,960	501,790	1,208,718
Cash, cash equivalents and restricted cash at end of the year	$ 338,989	$ 554,960	$ 501,790

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: Common stock Shares	Common stock Amount	Additional paid-in capital	Retained earnings	Treasury stock Shares	Treasury stock Amount	Accumulated other comprehensive income (loss)	Total	Non-controlling interests not subject to put provisions
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 plan		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
Comprehensive income:										
Net income	160,359				978,450				978,450	72,953
Other comprehensive income								(73,093)	(73,093)	
Stock purchase plan		203	—	19,626					19,626	
Stock award plans		1,030	1	(80,642)					(80,641)	
Stock-settled stock-based compensation expense				100,714					100,714	
Changes in noncontrolling interest from:										
Distributions	(159,259)									(84,774)
Contributions	22,672									9,082
Acquisitions and divestitures	5,903			(264)					(264)	1,250
Partial purchases	(588)			(13,853)					(13,853)	(1,057)
Fair value remeasurements	75,717			(75,717)					(75,717)	
Purchase of treasury stock						(13,877)	(1,546,016)		(1,546,016)	
Retirement of treasury stock		(13,877)	(14)	(69,352)	(1,476,650)	13,877	1,546,016		—	
Deferred taxes from partnership buyouts				62,736					62,736	
Balance at December 31, 2021	$ 1,434,832	97,289	$ 97	$ 540,321	$ 354,337	—	$ —	$ (139,247)	$ 755,508	$ 180,640

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, 2021	$ 1,434,832	97,289	$ 97	$ 540,321	$ 354,337	—	$ —	$ (139,247)	$ 755,508	$ 180,640
Comprehensive income:										
Net income	151,379				560,400				560,400	69,864
Other comprehensive income								70,061	70,061	
Stock purchase plan		285	—	18,061					18,061	
Stock award plans		932	1	(55,921)					(55,920)	
Stock-settled stock-based compensation expense				95,230					95,230	
Changes in noncontrolling interest from:										
Distributions	(176,957)									(90,989)
Contributions	10,962									3,835
Acquisitions and divestitures	2,392			939					939	866
Partial purchases	(11,670)			(6,586)					(6,586)	(193)
Fair value remeasurements	(62,487)			62,487					62,487	
Other	457								—	(457)
Purchase of treasury stock						(8,095)	(787,854)		(787,854)	
Retirement of treasury stock		(8,095)	(8)	(47,596)	(740,250)	8,095	787,854		—	
Balance at December 31, 2022	$ 1,348,908	90,411	$ 90	$ 606,935	$ 174,487	—	$ —	$ (69,186)	$ 712,326	$ 163,566

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 U.S. integrated kidney care (IKC) business, its U.S. other ancillary services and its international operations (collectively, its ancillary services), as well as 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 or end stage kidney disease (ESRD or ESKD). As of December 31, 2022, the Company operated or provided administrative services through a network of 2,724 U.S. outpatient dialysis centers in 46 states and the District of Columbia, serving a total of approximately 199,400 patients. In addition, as of December 31, 2022, the Company operated or provided administrative services to a total of 350 outpatient dialysis centers serving approximately 45,600 patients located in 11 countries outside of the U.S.

On June 19, 2019, the Company completed the sale of its prior DaVita Medical Group (DMG) business to Collaborative Care Holdings, LLC (Optum), a subsidiary of UnitedHealth Group Inc. The effects of the DMG sale on the Company's consolidated financial statements have been reported in discontinued operations for all periods presented. For information on how the DMG sale has affected these results, see Note 22.

The Company’s U.S. dialysis and related lab services business qualifies as a separately reportable segment, and all other operating segments 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 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, certain fair value estimates and loss contingencies. Specific estimating risks and contingencies are further addressed within these notes to the consolidated financial statements.

Revenues

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. The Company maintains a usual and customary fee schedule for its dialysis treatments and related lab services; however, actual collectible revenue is normally recognized at a discount from this 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.

Medicare Advantage revenues are reimbursed at negotiated contract rates that are generally higher than Medicare fee-for-service rates, but which generally have a slower payment frequency than Medicare fee-for-service payments, and some of which are subject to certain quality or performance adjustments. Medicare Advantage revenues are subject to meaningful estimating risk based on factors similar to those described for commercial health plans below.

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. Some of our commercial revenue contracts are also subject to certain quality or performance adjustments. 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 revenues earned by the Company's non-dialysis ancillary services as well as fees for management and administrative services to outpatient dialysis businesses that the Company does not consolidate. Other revenues are estimated in the period services are provided.

The Company's IKC revenues include revenues earned under risk-based arrangements, including value-based care (VBC) arrangements. Under its VBC arrangements, the Company assumes full or shared financial risk for the total medical cost of care for patients below or above a benchmark. The benchmarks against which the Company incurs profit or loss on these contracts are typically based on the underlying premiums paid to the insuring entity (the Company's counterparty), with adjustments where applicable, or on trended and adjusted medical cost targets.

For some of the Company's risk-based arrangements (such as its special needs plans), the Company acts as a principal with respect to all medical services provided to the patient by effectively hosting or sponsoring the entire arrangement, and as a result recognizes revenue and expense for all medical services provided to covered patients. However, for most of its VBC arrangements, the Company provides health monitoring and care coordination services to patients but does not control or direct the medical services that patients receive from third party providers. As a result, for most of its VBC arrangements the Company does not include third party medical costs in its reported revenues and expenses, but rather recognizes revenue only for the estimated amount of shared savings or shared losses or related revenues that are directly earned or incurred by the Company, and ultimately paid to or by the Company, under the arrangement.

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, impairments 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. See Note 4 for further details.

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. 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 and purchase volume 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. Property and equipment assets are reviewed for possible impairment whenever significant events or changes in circumstances indicate that an impairment may have occurred. Property and equipment impairment assessments are performed at a location or market level, as applicable, based on the specific cash flows they support or protect. If the Company commits to a plan to dispose of a long-lived asset before the end of its previously estimated useful life, cash flow estimates are revised accordingly, and the Company records an asset impairment, if applicable, or accelerates depreciation over the revised estimated useful life. Upon sale or retirement of long-lived assets, the cost and related accumulated depreciation or amortization are removed from the balance sheet and any resulting gain or loss is included in current operating expenses.

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.The Company's leases are generally subject to fixed escalation clauses or contain consumer price index increases.

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. For short-term leases with a term of less than 12 months, the Company does not recognize right-of-use assets or lease liabilities and instead recognizes short-term lease costs as rent expense directly as incurred.

Financing and operating lease liabilities are measured at the net present value of lease payments over the lease term 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. Accretion of interest on finance lease liabilities is included in debt expense.

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. Both amortization of operating lease right-of-use assets, and interest accretion on operating lease liabilities, are recorded to rent expense over the lease term. Rent expenses are included in patient care costs or general and administrative expense, as applicable, based on the business unit or corporate function for which the space is leased.

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: noncompetition 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. Amortizable intangible asset impairment assessments are performed on a location, market or business unit basis, as applicable, based on the specific cash flows they support or protect.

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 unless the fair value option is elected. Equity investments without readily determinable fair values for which the Company does not maintain significant influence over the investee are carried either on the adjusted cost method or at estimated fair value, as determined on an investment-specific basis. The adjusted cost method represents the Company's cost for an investment, net of any impairments, as adjusted for any subsequent observable price changes. These equity investments are classified as equity method and other investments on the Company's consolidated balance sheet. See Note 9 for further details.

Equity method 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.

Income and expense from nonconsolidated dialysis partnerships accounted for as equity method investments are recorded within equity investment income, net. For ownership interests accounted for as equity method investments other than dialysis partnerships, income and expense are included on up to a one quarter lag in other (loss) income, net.

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, workers' compensation and automobile risks, and a portion of its employment liability practice 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, automobile, employee health benefit and portion of employment liability practice 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, state and foreign 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.

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.

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, 2022, third parties held noncontrolling equity interests in 689 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 criticality of a particular fair value estimate to the Company's 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. Certain fair value estimates can involve significant uncertainties and require significant judgment on various matters, some of which could be subject to reasonable disagreement. See Note 24 for further details.

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 classified its assets, liabilities and temporary equity into the fair value hierarchy levels defined by the Financial Accounting Standards Board (FASB) reflecting their differing degrees of uncertainty. See Note 24 for further details.

New accounting standards

New standards not yet adopted

In March 2020, the FASB issued Accounting Standards Update (ASU) No. 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting (ASU 2020-04)*. ASU 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 could elect to apply the amendments prospectively through December 31, 2022. In December 2022, the FASB issued ASU No. 2022-06, *Reference Rate Reform (Topic 848): Deferral of the Sunset Date of Topic 848,* which extends the election date to December 31, 2024. Effective January 1, 2022 certain LIBOR tenors that do not affect the Company, including the one-week and two-month U.S. dollar LIBOR rate, ceased or became non-representative. The remaining U.S. dollar LIBOR tenors will cease or become non-representative effective July 1, 2023. This change will have no impact on the Company's ability to borrow. The Company is currently assessing the other effects this guidance may have on its consolidated financial statements.

In October 2021, the FASB issued ASU No. 2021-08, *Business Combinations (Topic 805): Accounting for Acquired Contract Assets and Contract Liabilities (ASU 2021-08)*. ASU 2021-08 requires application of ASC 606, *Revenue from Contracts with Customers*, to recognize and measure assets and liabilities from contracts with customers acquired in a business combination. This ASU creates an exception to the general recognition and measurement principle in ASC 805 and will result in recognition of contract assets and contract liabilities consistent with those recorded by the acquiree immediately before the acquisition date. ASU 2021-08 is effective for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. Early adoption is permitted for all entities. The Company does not expect the adoption of this standard to have a material impact on its consolidated financial statements.

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

2. Revenue recognition and accounts receivable

The Company's revenues by segment and primary payor source were as follows:

	Year ended December 31, 2022		
	U.S. dialysis	Other - Ancillary services	Consolidated
Patient service revenues:			
Medicare and Medicare Advantage	$ 6,041,496		$ 6,041,496
Medicaid and Managed Medicaid	759,579		759,579
Other government	336,991	464,921	801,912
Commercial	3,437,306	223,216	3,660,522
Other revenues:			
Medicare and Medicare Advantage		345,340	345,340
Medicaid and Managed Medicaid		1,546	1,546
Commercial		22,211	22,211
Other[1]	24,437	44,092	68,529
Eliminations of intersegment revenues	(87,035)	(4,206)	(91,241)
Total	$ 10,512,774	$ 1,097,120	$ 11,609,894

(1) Other consists primarily of management service fees earned in the respective Company line of business as well as other non-patient service revenue from the Company's U.S. IKC and other ancillary services and international operations.

	Year ended December 31, 2021		
	U.S. dialysis	Other - Ancillary services	Consolidated
Patient service revenues:			
Medicare and Medicare Advantage	$ 6,133,235	$	$ 6,133,235
Medicaid and Managed Medicaid	782,430		782,430
Other government	328,256	463,385	791,641
Commercial	3,397,697	199,024	3,596,721
Other revenues:			
Medicare and Medicare Advantage		326,696	326,696
Medicaid and Managed Medicaid		1,321	1,321
Commercial		15,553	15,553
Other[1]	25,345	40,945	66,290
Eliminations of intersegment revenues	(90,796)	(4,294)	(95,090)
Total	$ 10,576,167	$ 1,042,630	$ 11,618,797

(1) Other consists primarily of management service fees earned in the respective Company line of business as well as other non-patient service revenue from the Company's U.S. IKC and other ancillary services and international operations.

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

	Year ended December 31, 2020		
	U.S. dialysis	Other - Ancillary services	Consolidated
Patient service revenues:			
Medicare and Medicare Advantage[1]	$ 6,169,226	$	$ 6,169,226
Medicaid and Managed Medicaid	744,862		744,862
Other government[1]	334,714	380,584	715,298
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[2]	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) During the first quarter of 2021, the Company realigned the classification of revenue previously disclosed in the "Other government" category to the "Medicare and Medicare Advantage" category for certain government-reimbursed plans which have structure and payment characteristics similar to traditional Medicare Advantage plans. The classification of revenue for these plans for the year ended December 31, 2020 has also been recast to conform to this presentation.

(2) Other consists primarily of management service fees earned in the respective Company line of business as well as other non-patient revenue from the Company's U.S. IKC and other ancillary services and international operations.

The majority of the Company's non-patient service revenues from Medicare and Medicare Advantage, Medicaid and Managed Medicaid, and commercial sources represent risk-based revenues earned by the Company's U.S. integrated care and disease management business.

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.

No single commercial payor accounted for more than 10% of consolidated revenues or consolidated accounts receivable for the periods presented in these consolidated financial statements or at their period-ends, respectively.

Dialysis services accounts receivable and other receivables from Medicare, including Medicare Advantage plans, and Medicaid, including managed Medicaid plans, were approximately $1,113,499 and $1,174,123 as of December 31, 2022 and 2021, respectively. Approximately 18% and 16% of the Company's patient services accounts receivable balances as of December 31, 2022 and 2021, respectively, were more than six months old. There were no significant balances over one year old at December 31, 2022. 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. 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 as computed under the treasury stock method.

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

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

	Year ended December 31, 2022	2021	2020
Net income (loss) attributable to DaVita Inc.:			
Continuing operations	$ 546,948	$ 978,450	$ 783,295
Discontinued operations	13,452	—	(9,653)
Net income attributable to DaVita Inc.	$ 560,400	$ 978,450	$ 773,642
Weighted average shares outstanding:			
Basic shares	92,992	105,230	119,797
Assumed incremental from stock plans	2,842	4,718	2,826
Diluted shares	95,834	109,948	122,623
Basic net income (loss) attributable to DaVita Inc.:			
Continuing operations per share	$ 5.88	$ 9.30	$ 6.54
Discontinued operations per share	0.15	—	(0.08)
Basic net income per share attributable to DaVita Inc.	$ 6.03	$ 9.30	$ 6.46
Diluted net income (loss) attributable to DaVita Inc.:			
Continuing operations per share	$ 5.71	$ 8.90	$ 6.39
Discontinued operations per share	0.14	—	(0.08)
Diluted net income per share attributable to DaVita Inc.	$ 5.85	$ 8.90	$ 6.31
Anti-dilutive stock-settled awards excluded from calculation[(1)]	1,058	116	2,301

(1) 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 $94,903 and $93,060 at December 31, 2022 and 2021, respectively. Substantially all of the restricted cash and equivalents balance at December 31, 2022 is 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 the remaining restricted cash and cash equivalents held at December 31, 2022 represents cash pledged to third parties in connection with the Company's ancillary operations.

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, 2022			December 31, 2021		
	Debt securities	Equity securities	Total	Debt securities	Equity securities	Total
Certificates of deposit and other time deposits	$ 82,879	$ —	$ 82,879	$ 23,226	$ —	$ 23,226
Investments in mutual funds and common stock	—	39,143	39,143	—	48,598	48,598
	$ 82,879	$ 39,143	$ 122,022	$ 23,226	$ 48,598	$ 71,824
Short-term investments	$ 67,872	$ 9,821	$ 77,693	$ 8,227	$ 14,083	$ 22,310
Long-term investments	15,007	29,322	44,329	14,999	34,515	49,514
	$ 82,879	$ 39,143	$ 122,022	$ 23,226	$ 48,598	$ 71,824

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. The Company's long-term debt investments are bank time deposits with contractual maturities longer 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, 2022 and 2021.

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

Equity securities: The Company holds certain equity investments that have readily determinable fair values from public markets. The Company's remaining short-term and long-term equity investments are held within a trust to fund existing obligations associated with the Company's non-qualified deferred compensation plans.

6. Other receivables

Other receivables were comprised of the following:

	December 31, 2022	December 31, 2021
Supplier rebates and non-trade receivables	$ 303,225	$ 294,574
Medicare bad debt claims	110,751	132,747
	$ 413,976	$ 427,321

7. Property and equipment

Property and equipment were comprised of the following:

	December 31, 2022	December 31, 2021
Land	$ 32,656	$ 34,009
Buildings	427,962	496,455
Leasehold improvements	3,925,244	3,828,404
Equipment and information systems, including internally developed software	3,759,274	3,292,176
New center and capital asset projects in progress	376,633	592,063
	8,521,769	8,243,107
Less accumulated depreciation	(5,265,372)	(4,763,135)
	$ 3,256,397	$ 3,479,972

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, including internally developed software, principally three years to 15 years. Depreciation expense on property and equipment was $721,133, $667,755 and $616,626 for 2022, 2021 and 2020, 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 $12,677, $15,275 and $17,944 for 2022, 2021 and 2020, respectively.

8. Intangible assets

Intangible assets other than goodwill were comprised of the following:

	December 31, 2022	December 31, 2021
Indefinite-lived licenses	$ 127,271	$ 104,214
Noncompetition agreements	51,408	70,495
Customer relationships and other	53,779	63,714
	232,458	238,423
Accumulated amortization:		
Noncompetition agreements	(39,745)	(52,813)
Customer relationships and other	(10,027)	(7,917)
	$ 182,687	$ 177,693

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

Noncompetition agreements are generally amortized over three years to 10 years and customer relationships are principally amortized over 10 years to 20 years. The weighted average renewal or extension period of customer relationships was two years and three years as of December 31, 2022 and 2021, respectively. Amortization expense from amortizable intangible assets was $11,469, $12,860, and $13,809 for 2022, 2021 and 2020, respectively.

For the years ended December 31, 2022, 2021 and 2020, the Company recognized no impairment charges on any intangible assets.

Scheduled amortization expenses from amortizable intangible assets as of December 31, 2022 were as follows:

	Noncompetition agreements	Customer relationships and other
2023	$ 4,742	$ 4,084
2024	2,849	3,956
2025	1,721	3,489
2026	1,092	3,489
2027	730	3,382
Thereafter	529	25,352
Total	$ 11,663	$ 43,752

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, 2022	December 31, 2021
APAC joint venture	$ 99,141	$ 109,153
Other equity method partnerships	116,403	115,185
Adjusted cost method and other investments	15,564	14,543
	$ 231,108	$ 238,881

During 2022, 2021 and 2020, the Company recognized equity investment income of $26,520, $26,937 and $26,916, respectively, from its equity method investments in nonconsolidated dialysis partnerships. The Company also recognized equity investment losses from other equity method investments of $4,703 and $1,292 in other (loss) income during 2022 and 2021, respectively. There were no equity investment losses from other equity method investments in 2020.

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, however the Company does not control or consolidate the APAC JV as a result of substantive participating rights retained by the unrelated investor over certain key operating decisions for the joint venture.

The Company's other equity method investments include 23 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, and are often subject to blocking rights on certain key operating decisions held by outside investors, but mostly range from 30% to 65%.

For the year ended December 31, 2022, the Company recognized impairments and other valuation adjustments on the Company's adjusted cost method and other investments of $20,154 in other (loss) income, net. There were no significant investment impairments or other valuation adjustments for the years ended December 31, 2021 and 2020.

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

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, 2020	$ 6,309,928	$ 609,181	$ 6,919,109
Acquisitions	91,979	81,265	173,244
Divestitures	(1,745)	—	(1,745)
Foreign currency and other adjustments	—	(44,367)	(44,367)
Balance at December 31, 2021	$ 6,400,162	$ 646,079	$ 7,046,241
Acquisitions	16,750	32,297	49,047
Divestitures	(87)	(3,263)	(3,350)
Foreign currency and other adjustments	—	(15,328)	(15,328)
Balance at December 31, 2022	$ 6,416,825	$ 659,785	$ 7,076,610
Balance at December 31, 2022:			
Goodwill	$ 6,416,825	$ 778,774	$ 7,195,599
Accumulated impairment charges	—	(118,989)	(118,989)
	$ 6,416,825	$ 659,785	$ 7,076,610

The Company's operations continue to be impacted by the effects of the coronavirus (COVID-19) pandemic. While the Company does not currently expect a material adverse impact to its business as a result of the ongoing COVID-19 pandemic, there can be no assurance that the magnitude of the cumulative impacts of the COVID-19 pandemic, including certain conditions and developments in the U.S. and global economies, labor market conditions, inflation and monetary policies that may have been intensified by the 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.

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

Based on its most recent assessments, the Company determined that changes in its forecast concerning expected patient census, the timing or amount of expected reimbursement rate increases, expected treatment growth rates, or other significant adverse changes in expected future cash flows or other 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, 2022:

				Sensitivities	
Reporting unit		Goodwill balance	Carrying amount coverage(1)	Operating income(2)	Discount rate(3)
Germany kidney care	$	281,781	18.9 %	(2.0)%	(9.2)%

(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, 2022. 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, 2022.

11. Other liabilities

Other liabilities were comprised of the following:

	December 31,			
		2022		2021
Payor refunds and retractions	$	475,195	$	410,038
Insurance and self-insurance accruals		68,440		55,548
Accrued interest		34,162		32,926
Accrued non-income tax liabilities		42,806		41,784
Other		181,866		169,049
	$	802,469	$	709,345

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,					
		2022		2021		2020
Domestic	$	926,604	$	1,463,029	$	1,287,976
International		39,674		55,465		30,286
	$	966,278	$	1,518,494	$	1,318,262

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

Income tax expense for continuing operations consisted of the following:

	Year ended December 31, 2022	2021	2020
Current:			
Federal	$ 201,932	$ 216,539	$ 47,171
State	55,593	15,601	21,442
International	16,253	14,247	17,481
Total current income tax	273,778	246,387	86,094
Deferred:			
Federal	(66,400)	59,528	198,623
State	(12,289)	5,342	27,206
International	2,998	(4,525)	2,009
Total deferred income tax	(75,691)	60,345	227,838
	$ 198,087	$ 306,732	$ 313,932

Income taxes are allocated between continuing and discontinued operations as follows:

	Year ended December 31, 2022	2021	2020
Continuing operations	$ 198,087	$ 306,732	$ 313,932
Discontinued operations	—	—	1,657
	$ 198,087	$ 306,732	$ 315,589

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, 2022	2021	2020
Federal income tax rate	21.0 %	21.0 %	21.0 %
State income taxes, net of federal benefit	3.8	3.0	3.4
Equity compensation	(1.6)	(2.4)	—
Federal and international tax rate adjustments	—	1.3	—
Nondeductible executive compensation	1.1	0.8	1.2
Political advocacy costs	2.2	0.2	1.7
Unrecognized tax benefits	(1.1)	(0.1)	0.4
Change in international valuation allowance	1.2	(1.0)	1.5
Credits	(1.2)	(0.7)	(0.7)
Other	1.1	1.7	0.1
Impact of noncontrolling interests primarily attributable to non-tax paying entities	(6.0)	(3.6)	(4.8)
Effective tax rate	20.5 %	20.2 %	23.8 %

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

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

	December 31,	
	2022	2021
Receivables	$ 18,304	$ 8,430
Accrued liabilities	71,346	67,993
Operating lease liabilities	563,972	581,199
Net operating loss carryforwards	173,531	162,987
Other	58,827	52,434
Deferred tax assets	885,980	873,043
Valuation allowance	(106,775)	(100,616)
Net deferred tax assets	779,205	772,427
Intangible assets	(690,914)	(644,039)
Property and equipment	(181,704)	(283,913)
Operating lease assets	(515,026)	(530,839)
Investments in partnerships	(80,876)	(84,407)
Other	(65,766)	(37,274)
Deferred tax liabilities	(1,534,286)	(1,580,472)
Net deferred tax liabilities	$ (755,081)	$ (808,045)
Reported as:		
Deferred tax liabilities	$ (782,787)	$ (830,954)
Deferred tax assets (included in Other long-term assets)	27,706	22,909
	$ (755,081)	$ (808,045)

At December 31, 2022, the Company had federal net operating loss carryforwards of approximately $71,049 that expire through 2036, although a substantial amount expire by 2029. The Company also had state net operating loss carryforwards of $618,883, some of which have an indefinite life, although a substantial amount expire by 2042 and international net operating loss carryforwards of $357,266, some of which will begin to expire in 2023 though the majority have an indefinite life. The Company has a state capital loss carryover of $306,949, 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 $6,159 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.

During the year ended December 31, 2021, the Company recorded a true-up to recognize net deferred tax assets related to historical purchases of noncontrolling interests in consolidated partnerships. The effect of this adjustment was an increase of $46,692 to net deferred tax assets, a charge of $16,044 to income tax expense, and an increase of $62,736 to additional paid-in capital. The Company's prior purchases of this type have not generated significant pre-tax adjustments to additional paid-in capital in any single prior year. The majority of the $16,044 recorded to income tax expense was due to the decrease in the corporate tax rate in 2017.

The Company remains indefinitely reinvested in a majority of the foreign jurisdictions in which it operates as of December 31, 2022. As a result of the passage of the Tax Cuts and Jobs Act (2017 Tax Act), the Company does not expect any significant taxes to be incurred if such earnings were remitted.

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

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, 2022	2021
Beginning balance	$ 73,024	$ 70,202
Additions for tax positions related to current year	3,858	3,335
Additions for tax positions related to prior years	24,683	22,616
Reductions related to lapse of applicable statute	(6,073)	(751)
Reductions related to settlements with taxing authorities	(31,507)	(22,378)
Ending balance	$ 63,985	$ 73,024

As of December 31, 2022, the Company's total liability for unrecognized tax benefits relating to tax positions that do not meet the more-likely-than-not threshold is $63,985, of which $45,825 would impact the Company's effective tax rate if recognized.

The Company recognizes accrued interest and penalties related to unrecognized tax benefits in income tax expense. The Company recognized an expense of $10,459 and a benefit of $2,589 related to interest and penalties net of federal tax benefit within tax expense in 2022 and 2021, respectively. At December 31, 2022 and 2021, the Company had approximately $8,208 and $15,275, respectively, accrued for interest and penalties related to unrecognized tax benefits, net of federal tax benefit.

The Company and its subsidiaries are under examination in various state, local and foreign tax jurisdictions. The Company's federal tax returns are under examination by the Internal Revenue Service (IRS) for the years 2016 and 2017. In 2022, the Company was able to reach a settlement with the IRS for tax years 2014 and 2015. Subsequent to the settlement, the Company filed a 2014 refund claim with respect to a contested issue that was included in the IRS examination. The refund claim is currently subject to IRS review. The Company is also open to U.S. federal examination for 2019 onward, and is no longer subject to U.S. state examinations by tax authorities for years before 2014.

13. Long-term debt

Long-term debt was comprised of the following:

	December 31, 2022	2021	Maturity date	As of December 31, 2022 Interest rate	Estimated fair value[(1)]
Senior Secured Credit Facilities:					
Term Loan A	$ 1,498,438	$ 1,596,875	8/12/2024	LIBOR + 1.75%	$ 1,468,469
Term Loan B-1	2,660,831	2,688,263	8/12/2026	LIBOR + 1.75%	$ 2,587,658
Revolving line of credit	165,000	—	8/12/2024	LIBOR + 1.75%	$ 165,000
Senior Notes:					
4.625% Senior Notes	2,750,000	2,750,000	6/1/2030	4.625 %	$ 2,224,063
3.75% Senior Notes	1,500,000	1,500,000	2/15/2031	3.75 %	$ 1,115,625
Acquisition obligations and other notes payable[(2)]	120,562	130,599	2023-2036	6.56 %	$ 120,562
Financing lease obligations[(3)]	273,688	299,128	2023-2038	4.51 %	
Total debt principal outstanding	8,968,519	8,964,865			
Discount and deferred financing costs[(4)]	(44,498)	(56,685)			
	8,924,021	8,908,180			
Less current portion	(231,404)	(179,030)			
	$ 8,692,617	$ 8,729,150			

(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.

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

(2) 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, 2022.

(3) 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.

(4) As of December 31, 2022, the carrying amount of the Company's senior secured credit facilities have been reduced by a discount of $3,497 and deferred financing costs of $18,816 and the carrying amount of the Company's senior notes have been reduced by deferred financing costs of $36,203 and increased by a debt premium of $14,018. As of December 31, 2021, the carrying amount of the Company's senior secured credit facilities was reduced by a discount of $4,473 and deferred financing costs of $27,207, and the carrying amount of the Company's senior notes was reduced by deferred financing costs of $40,914 and increased by a debt premium of $15,909.

Scheduled maturities of long-term debt at December 31, 2022 were as follows:

2023	$	231,404
2024	$	1,587,867
2025	$	67,112
2026	$	2,627,310
2027	$	35,176
Thereafter	$	4,419,650

During the year ended December 31, 2022, the Company made regularly scheduled mandatory principal payments under its senior secured credit facilities totaling $98,437 on Term Loan A and $27,432 on Term Loan B-1.

Senior Secured Credit Facilities

Borrowings under the Company's senior secured credit facilities are guaranteed and secured by substantially all of DaVita Inc.'s and certain of the Company's domestic subsidiaries' assets and are senior to all unsecured indebtedness. Borrowings under this facility's Term Loan A, Term Loan B-1 and revolving line of credit rank equal in priority for that security and related subsidiary guarantees under the facility's terms. Borrowings under this credit facility are based on the London Interbank Offered Rate (LIBOR), unless another base rate is elected. This facility also provides a mechanism for transition to an alternative variable base rate upon cessation of LIBOR.

Outstanding borrowings under Term Loan A and Term Loan B-1 consist of tranches that can range in maturity from one month to 12 months. As of December 31, 2022, all outstanding term loan tranches are one month in duration. For Term Loan A and Term Loan B-1, each tranche bears interest at a LIBOR rate 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 the tranche matures and a new tranche is established.

At December 31, 2022, the overall weighted average interest rate for Term Loan A and Term Loan B-1 was determined based upon the LIBOR interest rates in effect for all of their individual tranches plus the respective interest rate margins presented in the table above.

As of December 31, 2022, the Company had $165,000 outstanding on the $1,000,000 revolving line of credit under its senior secured credit facilities. Each of these borrowings were priced on one-month LIBOR variable base rates as well. Credit available under this revolving line of credit is reduced by the amount of any letters of credit outstanding thereunder, of which there were none as of December 31, 2022. The Company also had letters of credit of approximately $108,826 outstanding under a separate bilateral secured letter of credit facility as of December 31, 2022.

As of December 31, 2022, the Company's 2019 interest rate cap agreements described below had the economic effect of capping the Company's maximum exposure to LIBOR variable interest rate changes on equivalent amounts of the Company's floating rate debt, including all of Term Loan B-1 and a portion of Term Loan A. The remaining $659,269 outstanding principal balance of Term Loan A and the $165,000 balance outstanding on the revolving line of credit are subject to LIBOR-based interest rate volatility.

Senior Notes

The Senior Notes are unsecured obligations, rank equally in right of payment with the Company’s existing and future unsecured senior indebtedness 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.

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

Interest rate cap agreements

The Company's interest rate cap agreements are designated as cash flow hedges and, as a result, changes in their fair values are reported in other comprehensive income. These cap agreements have variable legs priced at LIBOR to match the variable rates incurred on the senior secured credit facility borrowings that they hedge. Like the senior secured credit facilities, these interest rate cap agreements include a mechanism for transition to an alternative variable base rate upon cessation of LIBOR. The original premiums paid for the caps are amortized to debt expense on a straight-line basis over the term of each cap agreement starting from its effective date. 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, 2022 and December 31, 2021, which are classified in other long-term assets on its consolidated balance sheet:

					Year ended December 31, 2022		December 31,	
							2022	2021
	Notional amount	LIBOR maximum rate	Effective date	Expiration date	Debt expense	Recorded OCI gain	Fair value	
2019 interest rate cap agreements	$ 3,500,000	2.00%	6/30/2020	6/30/2024	$ (11,732)	$ 144,793	$ 139,755	$ 12,203

The following table summarizes the effects of the Company's interest rate cap agreements for the years ended December 31, 2022, 2021 and 2020:

	Amount of unrealized gains (losses) 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	2022	2021	2020	Location of losses	2022	2021	2020
Interest rate cap agreements	$ 144,793	$ 9,532	$ (21,781)	Debt expense	$ (11,732)	$ 5,509	$ 7,081
Related income tax	(36,124)	(2,377)	5,435	Related income tax	2,926	(1,376)	(1,768)
Total	$ 108,669	$ 7,155	$ (16,346)		$ (8,806)	$ 4,133	$ 5,313

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 2022 was 4.59%, based upon the current margins in effect for its senior secured credit facilities as of December 31, 2022.

The Company's weighted average effective interest rate on all debt, including the effect of interest rate caps and amortization of debt discount, was 3.96% for the year ended December 31, 2022 and 4.52% as of December 31, 2022.

As of December 31, 2022, the Company's interest rates were fixed on approximately 51.3% of its total debt.

Debt expense

Debt expense consisted of interest expense of $339,247, $267,049 and $282,932 and the amortization and accretion of debt discounts and premiums, amortization of deferred financing costs and the amortization of interest rate cap agreements of $17,772, $18,205 and $21,179 for 2022, 2021 and 2020, 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 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 fixed escalation clauses or contain consumer price index increases. See Note 1 for further information on how the Company accounts for leases.

As of December 31, 2022 and December 31, 2021, assets recorded under finance leases were $319,546 and $322,060, respectively, and accumulated amortization associated with finance leases was $101,361 and $75,252, 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.

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

The components of lease expense were as follows:

Lease cost	Year ended December 31, 2022	2021	2020
Operating lease cost[(1)]:			
Fixed lease expense	$ 552,194	$ 547,923	$ 541,090
Variable lease expense	127,621	125,981	122,729
Financing lease cost:			
Amortization of leased assets	27,079	26,846	24,720
Interest on lease liabilities	12,776	13,988	14,421
Net lease cost	$ 719,670	$ 714,738	$ 702,960

(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	Year ended December 31, 2022	2021	2020
Weighted average remaining lease term (years):			
Operating leases	8.2	8.3	8.7
Finance leases	9.4	10.5	10.5
Weighted average discount rate:			
Operating leases	3.6 %	3.5 %	3.8 %
Finance leases	4.5 %	4.5 %	5.1 %

Other information	Year ended December 31, 2022	2021	2020
Gains on sale leasebacks, net	$ 28,005	$ 17,137	$ 34,301
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows for operating leases	$ 696,291	$ 684,186	$ 661,318
Operating cash flows for finance leases	$ 20,103	$ 21,343	$ 20,981
Financing cash flows for finance leases	$ 24,329	$ 22,445	$ 24,780
Net operating lease assets obtained in exchange for new or modified operating lease liabilities	$ 278,108	$ 361,101	$ 401,559

Future minimum lease payments under non-cancellable leases as of December 31, 2022 are as follows:

	Operating leases	Finance leases
2023	$ 492,566	$ 37,442
2024	500,422	37,951
2025	452,080	38,125
2026	400,879	36,908
2027	333,580	35,569
Thereafter	1,175,340	145,987
Total future minimum lease payments	3,354,867	331,982
Less portion representing interest	(456,398)	(58,294)
Present value of lease liabilities	$ 2,898,469	$ 273,688

Rent expense under all operating leases for 2022, 2021 and 2020 was $679,815, $673,904 and $663,819, 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 reduce the carrying value of right-of-use assets and are 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, 2022, 2021 and 2020, the Company accrued matching contributions totaling approximately $70,084, $68,658 and $70,180, respectively.

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 2022, 2021 and 2020 were $3,573, $2,962 and $3,637, 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 2022, 2021 and 2020 the Company distributed $3,731, $11,887 and $3,139, 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, 2022 and 2021, the total fair value of assets held in these plans' trusts was $32,944 and $38,019, respectively. The assets of these plans are recorded at fair value with changes in fair value recorded in other income. See Note 5 for further details. Any fair value changes to the corresponding liability balance are recorded as compensation expense.

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, 2022 and December 31, 2021, 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 Office of Inspector General (OIG) served the Company with a subpoena seeking additional documents and information relating to those relationships. On September 15, 2021, the U.S. Attorney's Office notified the U.S. District Court, Northern District of Texas, of its decision and the decision of 31 states not to elect to intervene at this time in the matter of *U.S. ex rel. Doe v. DaVita Inc., et al*. The court then unsealed the complaint, which alleges violations of the FCA, by order dated September 17, 2021. The complaint was not served on the Company. In December 2021, the private party relator filed a notice of voluntary dismissal of all claims and the court entered an order dismissing the claims without prejudice. 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, May 2019, and July 2021, 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.

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. In November 2022, the Company learned that, on April 1, 2022, the U.S. Attorney's Office for the District of New Jersey notified the U.S. District Court for the District of New Jersey of its decision not to elect to intervene in the matter of *U.S. ex rel. Doe v. DaVita, Inc.* and filed a Stipulation of Dismissal. On April 13, 2022, the U.S. District Court for the District of New Jersey dismissed the case without prejudice. On October 12, 2022, the U.S. Attorney's Office for the Eastern District of Pennsylvania notified the U.S. District Court, Eastern District of Pennsylvania, of its decision not to elect to intervene at this time in the matter of *U.S. ex rel. Bayne v. DaVita Inc., et al.* The court then unsealed an amended complaint, which alleges violations of federal and state False Claims Acts, by order dated October 14, 2022. In January 2023, the private party relator served the Company with the amended complaint. The Company is continuing to cooperate 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, and an additional subpoena in September 2021. Those subpoenas request 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 continuing to cooperate 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 an FCA 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. In February 2023, the Department of Justice notified the Company that it had closed its investigation.

2023 District of Columbia Office of Attorney General Investigation: In January 2023, the Company received a CID from the Office of the Attorney General for the District of Columbia in connection with an antitrust investigation concerning the

American Kidney Fund (AKF). The CID covers the period from January 1, 2016 to the present. The CID requests information on a number of topics, including but not limited to the Company's communications with AKF, documents relating to donations to the AKF, and communications with patients, providers, and insurers regarding the AKF. 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 ongoing 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, an impact on the Company's various relationships and/or contracts related to the Company's business, 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.

Other Proceedings

2021 Antitrust Indictment and Putative Class Action Suit: On July 14, 2021, an indictment was returned by a grand jury in the U.S. District Court, District of Colorado against the Company and its former chief executive officer in the matter of *U.S. v. DaVita Inc., et al.* alleging that purported agreements entered into by DaVita's former chief executive officer not to solicit senior-level employees violated Section 1 of the Sherman Act. On April 15, 2022, a jury returned a verdict in the Company's favor, acquitting both the Company and its former chief executive officer on all counts. On April 20, 2022, the court entered judgments of acquittal and closed the case. On August 9, 2021, DaVita and its former chief executive officer were added as defendants in a consolidated putative class action complaint in the matter of *In re Outpatient Medical Center Employee Antitrust Litigation* in the U.S. District Court, Northern District of Illinois. This class action complaint asserts that the defendants violated Section 1 of the Sherman Act and seeks to bring an action on behalf of certain groups of individuals employed by the Company between February 1, 2012 and January 5, 2021. On September 26, 2022, the court denied the Company's motion to dismiss. The Company disputes the allegations in the class action complaint, as well as the asserted violations of the Sherman Act, and intends to defend this action accordingly.

Marietta Memorial Hospital Employee Health Benefit Plan, et al. v. DaVita Inc. et al. No. 20-1641: On November 5, 2021, the United States Supreme Court granted certiorari of an appeal by an employer group health plan, the plan sponsor, and the plan's advisor of the U.S. Court of Appeals for the Sixth Circuit (Sixth Circuit) decision in the Company's favor. The questions presented involved whether the health plan violates the Medicare Secondary Payor Act (MSPA) by "taking into account" that plan beneficiaries are eligible for Medicare and/or by "differentiating" between the benefits that the plan offers to patients with dialysis versus others. On December 23, 2021, the Solicitor General on behalf of the United States filed an amicus brief supporting the petitioners' request to overturn the Sixth Circuit decision. On January 19, 2022, the Company filed its brief in support of the Sixth Circuit decision. On June 21, 2022, the United States Supreme Court reversed the Sixth Circuit decision and held that the employee health plan for Marietta Memorial Hospital did not violate the MSPA. The case has been remanded back to the lower court for resolution of the outstanding claims.

Additionally, 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, 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, may impact the Company's various relationships and/or contracts related to the Company's business 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.

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

The Company has agreements with various suppliers to purchase established amounts of dialysis equipment, parts, pharmaceuticals and supplies. As of December 31, 2022, the remaining minimum purchase commitments under these arrangements were approximately $712,802, $469,760, $362,431 and $379,832 for the years 2023, 2024, 2025 and 2026, 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.

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 $9,038.

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, 2022.

18. Stock-based compensation

Stock-based compensation

Stock-based compensation consists primarily of stock-settled stock appreciation rights, restricted stock units and performance stock units. Stock-based compensation, 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. See Note 1 *"Organization and summary of significant accounting policies"* for more information on how the Company measures and recognizes stock-based compensation expense.

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

Long-term incentive compensation plans

The DaVita Inc. 2020 Incentive Award 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, 2022, there were 6,815 shares available for future grants under the 2020 Plan. The Company's stock awards granted under the 2020 Plan generally vest over 36 months to 48 months from the date of grant.

The DaVita Healthcare Partners Inc. 2011 Incentive Award 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. The 2011 Plan was terminated with respect to any new awards upon stockholder approval of the 2020 Plan.

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, 2022				
	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	5,943	$ 64.66		3,385	
Granted	130	$ 110.63		1,152	
Added by performance factor				136	
Exercised/Vested	(619)	$ 63.59		(1,269)	
Canceled	(64)	$ 55.53		(332)	
Outstanding at end of period	5,390	$ 66.00	1.62	3,072	1.93
Exercisable at end of period	2,618	$ 64.93	1.32	—	—
Weighted-average fair value of grants:					
2022	$ 35.13			$ 107.60	
2021	$ 32.15			$ 109.50	
2020	$ 26.70			$ 77.83	

Range of SSARs base prices	Awards Outstanding	Weighted average exercise price	Awards exercisable	Weighted average exercise price
$50.01–$60.00	1,397	$ 52.41	401	$ 52.41
$60.01–$70.00	3,462	$ 67.41	2,212	$ 67.18
$70.01–$80.00	269	$ 75.85	5	$ 70.32
$100.01–$110.00	132	$ 108.93	—	$ —
$110.01–$120.00	130	$ 110.63	—	$ —
Total	5,390	$ 66.00	2,618	$ 64.93

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

For the years ended December 31, 2022, 2021 and 2020, the aggregate intrinsic value of stock-based awards exercised was $149,442, $208,585 and $49,258, respectively. At December 31, 2022, the aggregate intrinsic value of stock-based awards outstanding was $289,942 and the aggregate intrinsic value of stock awards exercisable was $25,508.

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,		
	2022	2021	2020
Expected term	4.5	4.5	4.8
Expected volatility	34.3 %	34.3 %	28.2 %
Expected dividend yield	— %	— %	— %
Risk-free interest rate	2.1 %	0.7 %	1.5 %

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 2022, 2021 and 2020 purchase periods were $18,061, $19,626 and $17,148, respectively. Shares purchased pursuant to the plan's 2022, 2021 and 2020 purchase periods were 285, 203 and 222, respectively. At December 31, 2022, there were 5,702 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 2022, 2021 and 2020, respectively: expected volatility of 31.7%, 39.0% and 40.4%; risk-free interest rates of 1.3%, 0.1% and 1.0%; and no dividends. Using these assumptions, the weighted average estimated per share fair value of each purchase right was $26.50, $34.94 and $22.06 for 2022, 2021 and 2020, respectively.

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

Stock-based compensation expense and proceeds

For the years ended December 31, 2022, 2021 and 2020, the Company recognized $95,427, $102,209 and $91,458 in 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 2022, 2021 and 2020 were $14,723, $13,853 and $11,775, respectively. As of December 31, 2022, there was $149,081 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 1.3 years.

For the years ended December 31, 2022, 2021 and 2020, the Company received $24,805, $46,990 and $8,957, 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, 2022, 2021 and 2020:

	2022	2021	2020
Open market repurchases			
Shares	8,095	13,877	8,495
Amounts paid	$ 787,854	$ 1,546,016	$ 741,850
Average paid per share	$ 97.33	$ 111.41	$ 87.32
Tender offer (1)			
Shares	—	—	7,982
Amounts paid	$ —	$ —	704,917
Average paid per share	$ —	$ —	88.32
Total			
Shares	8,095	13,877	16,477
Amounts paid	$ 787,854	$ 1,546,016	$ 1,446,767
Average paid per share	$ 97.33	$ 111.41	$ 87.80

(1) The aggregate amounts paid for shares repurchased pursuant to the Company's 2020 tender offer for its shares during the year ended 2020, include the clearing price of $88.00 per share, plus related fees and expenses of $2,529.

Subsequent to December 31, 2022 through February 22, 2023, the Company did not repurchase any shares.

Effective on December 10, 2020, 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 17, 2021, the Board increased the Company's existing authorization by $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 22, 2023, the Company has a total of $1,596,085 available under the current 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 its senior secured credit facilities.

The Company retired all shares held in its treasury effective as of December 31, 2022 and December 31, 2021.

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

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,		
	2022	2021	2020
Net income attributable to DaVita Inc.	$ 560,400	$ 978,450	$ 773,642
Changes in paid-in capital for:			
Purchases of noncontrolling interests	(6,586)	(13,853)	4,364
Sales of noncontrolling interest	939	(264)	—
Net transfers in noncontrolling interests	(5,647)	(14,117)	4,364
Net income attributable to DaVita Inc. net of transfers in noncontrolling interests	$ 554,753	$ 964,333	$ 778,006

The Company acquired additional ownership interests in several existing majority-owned partnerships for $20,775, $20,104 and $7,831 in 2022, 2021 and 2020, respectively.

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

20. Accumulated other comprehensive loss

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

	Interest rate cap agreements	Foreign currency translation adjustments	Accumulated other comprehensive (loss) income
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 loss 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)
Unrealized gains (losses)	9,532	(83,375)	(73,843)
Related income tax	(2,377)	(1,006)	(3,383)
	7,155	(84,381)	(77,226)
Reclassification of loss into net income	5,509	—	5,509
Related income tax	(1,376)	—	(1,376)
	4,133	—	4,133
Balance at December 31, 2021	$ (1,178)	$ (138,069)	$ (139,247)
Unrealized gains (losses)	144,793	(30,554)	114,239
Related income tax	(36,124)	752	(35,372)
	108,669	(29,802)	78,867
Reclassification of income into net income	(11,732)	—	(11,732)
Related income tax	2,926	—	2,926
	(8,806)	—	(8,806)
Balance at December 31, 2022	$ 98,685	$ (167,871)	$ (69,186)

The reclassification of net interest rate 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 2022, 2021 and 2020, the Company acquired dialysis businesses and other businesses, including a transplant software company, as follows:

	Year ended Year ended December 31,		
	2022	2021	2020
Cash paid, net of cash acquired	$ 57,308	$ 187,050	$ 182,013
Contingent earn-out obligations	4,261	14,854	14,042
Deferred purchase price and liabilities assumed	15,076	10,226	20,415
Non-cash gain	—	—	1,821
Aggregate consideration	$ 76,645	$ 212,130	$ 218,291
Number of dialysis centers acquired — U.S.	5	19	8
Number of dialysis centers acquired — International	11	17	66

The assets and liabilities for these acquisitions were recorded at their estimated fair values at the dates of the acquisitions and are included in the Company's consolidated financial statements, as are their operating results, from the designated effective dates of the acquisitions.

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

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 2022 acquisitions, certain income tax amounts are pending final evaluation and quantification of any pre-acquisition tax contingencies. In addition, valuation of contingent earn-outs, intangibles, fixed assets, leases and certain 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,		
	2022	2021	2020
Current assets	$ 6,389	$ 9,134	$ 23,607
Property and equipment	7,481	9,277	37,457
Customer relationships	—	17,200	34,625
Noncompetition agreements and other long-term assets	1,066	9,964	10,168
Indefinite-lived licenses	19,610	11,432	22,136
Goodwill	49,047	173,244	130,057
Deferred income taxes	—	—	(3,962)
Liabilities assumed	(6,081)	(14,200)	(34,068)
Noncontrolling interests assumed	(867)	(3,921)	(1,729)
	$ 76,645	$ 212,130	$ 218,291

The following summarizes weighted-average estimated useful lives of amortizable intangible assets acquired during 2022, 2021 and 2020, as well as goodwill deductible for tax purposes associated with these acquisitions:

	Year ended December 31,		
	2022	2021	2020
Weighted-average estimated useful lives (in years):			
Customer relationships	—	10	18
Noncompetition agreements	4	6	5
Goodwill deductible for tax purposes	$ 49,047	$ 169,014	$ 94,318

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 2022 and 2021 had been consummated as of the beginning of 2021, including the impact of certain adjustments such as amortization of intangibles, interest expense on acquisition financing and income tax effects.

	Year ended December 31,	
	2022	2021
	(unaudited)	
Pro forma total revenues	$ 11,624,270	$ 11,706,823
Pro forma net income from continuing operations attributable to DaVita Inc.	$ 545,859	$ 984,227
Pro forma basic net income per share from continuing operations attributable to DaVita Inc.	$ 5.87	$ 9.35
Pro forma diluted net income per share from continuing operations attributable to DaVita Inc.	$ 5.70	$ 8.95

Sale of RMS Lifeline

The Company divested its prior vascular access business, RMS Lifeline, Inc., effective May 1, 2020 and recognized a loss on sale of approximately $16,252.

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

Contingent earn-out obligations

The Company has contingent earn-out obligations associated with acquisitions that could result in the Company paying the former owners of acquired businesses a total of up to approximately $58,947 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, 2022, the Company estimated the fair value of these contingent earn-out obligations to be $25,422, of which a total of $11,308 is included in other current liabilities, and the remaining $14,114 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, 2022 and 2021:

	Year ended December 31,	
	2022	2021
Beginning balance	$ 33,600	$ 30,248
Acquisitions	4,261	14,854
Foreign currency translation	840	(1,674)
Fair value remeasurements	(5,921)	(1,292)
Payments or other settlements	(7,358)	(8,536)
Ending balance	$ 25,422	$ 33,600

22. Discontinued operations previously held for sale

DaVita Medical Group (DMG)

On June 19, 2019, the Company completed the sale of its prior DMG business to Optum, a subsidiary of UnitedHealth Group Inc. At close, the Company's ultimate net proceeds from this sale remained subject to resolution of certain post-closing adjustments.

Shortly after December 31, 2022, Optum made an additional purchase price payment of $13,452 to the Company after resolution of one such post-closing matter, which represented a contingent gain to the Company for the fourth quarter of 2022. Upon resolution of certain prior post-closing adjustments with Optum in 2020, the Company recognized an additional loss on sale of $17,976, which was partially offset by $9,980 in additional tax benefits recognized under the Coronavirus Aid, Relief and Economic Security Act related to the Company's period of DMG ownership, and a related income tax benefit to the Company of $1,657.

The Company recognized no DMG operating, financing or investing cash flows for the years ended December 31, 2022, 2021 and 2020.

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.

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 the VIEs the Company consolidates are either U.S. dialysis partnerships encumbered by guaranteed debt, U.S. dialysis limited partnerships, U.S. integrated care subsidiaries, 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.

Also, certain wholly-owned entities employed in the Company's integrated kidney care business constitute VIEs since by design these entities require additional subordinated financial support. The Company wholly owns but does not wholly control these entities. However, the Company believes it has the most power over these entities' most significant activities, and the Company is fully exposed to their expected losses. The Company therefore consolidates these wholly-owned entities as its subsidiaries.

Finally, one of the Company's business units relies on the operating activities of certain nominee-owned 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 subject to transfer restriction, management and other agreements that effectively transfer substantial ultimate 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.

In addition to the consolidated entities described above, the Company maintains minor equity method or other venture capital investments in certain development-stage investees which qualify as VIEs based on their capitalization. The Company has concluded that it is not the primary beneficiary of any of these investees.

For the VIEs described above, these consolidated financial statements include total assets of $316,639 and total liabilities and noncontrolling interests to third parties of $191,357 at December 31, 2022.

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 Notes 5 and 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.

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

The following table summarizes the Company’s assets, liabilities and temporary equity measured at fair value on a recurring basis as of December 31, 2022 and 2021:

December 31, 2022	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	$ 39,143	$ 39,143	$ —	$ —
Interest rate cap agreements	$ 139,755	$ —	$ 139,755	$ —
Liabilities				
Contingent earn-out obligations	$ 25,422	$ —	$ —	$ 25,422
Temporary equity				
Noncontrolling interests subject to put provisions	$ 1,348,908	$ —	$ —	$ 1,348,908
December 31, 2021				
Assets				
Investments in equity securities	$ 48,598	$ 48,598	$ —	$ —
Interest rate cap agreements	$ 12,203	$ —	$ 12,203	$ —
Liabilities				
Contingent earn-out obligations	$ 33,600	$ —	$ —	$ 33,600
Temporary equity				
Noncontrolling interests subject to put provisions	$ 1,434,832	$ —	$ —	$ 1,434,832

For reconciliations of changes in contingent earn-out obligations and noncontrolling interests subject to put provisions during the year ended at December 31, 2022 and 2021, see Note 21 and the consolidated statements of equity, respectively.

Investments in equity securities represent investments in various open-ended registered investment companies (mutual funds) and common stocks 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), revenue and key performance indicators. 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, 2022, 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 $168,000. 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, 2022 and 2021 at their approximate fair values due to the short-term nature of their settlements.

25. Segment reporting

The Company's operating divisions are comprised of its U.S. dialysis and related lab services business (its U.S. dialysis business), its U.S. integrated kidney care business, its U.S. other ancillary services and its international operations (collectively, its ancillary services), as well as 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 prior 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, its U.S. integrated kidney care business, its U.S. other ancillary services, its kidney care 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 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.

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

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

	Year ended December 31, 2022	2021	2020
Segment revenues:			
U.S. dialysis			
Patient service revenues:			
External sources	$ 10,488,327	$ 10,551,106	$ 10,475,273
Intersegment revenues	87,045	90,512	144,091
U.S. dialysis patient service revenues	10,575,372	10,641,618	10,619,364
Other revenues			
External sources	24,447	25,061	39,376
Intersegment revenues	(10)	284	1,195
Total U.S. dialysis revenues	$ 10,599,809	$ 10,666,963	$ 10,659,935
Other - Ancillary services			
Net patient service revenues	688,137	662,409	550,978
Other external sources	408,983	380,221	484,977
Intersegment revenues	4,206	4,294	16,743
Total ancillary services	1,101,326	1,046,924	1,052,698
Total net segment revenues	11,701,135	11,713,887	11,712,633
Elimination of intersegment revenues	(91,241)	(95,090)	(162,029)
Consolidated revenues	$ 11,609,894	$ 11,618,797	$ 11,550,604
Segment operating margin (loss):			
U.S. dialysis	$ 1,565,310	$ 1,974,988	$ 1,917,604
Other - Ancillary services[1]	(96,579)	(66,003)	(76,261)
Total segment margin	1,468,731	1,908,985	1,841,343
Reconciliation of segment operating margin to consolidated income from continuing operations before income taxes:			
Corporate administrative support	(129,669)	(111,615)	(146,707)
Consolidated operating income	1,339,062	1,797,370	1,694,636
Debt expense	(357,019)	(285,254)	(304,111)
Debt prepayment, refinancing and redemption charges	—	—	(89,022)
Other (loss) income, net	(15,765)	6,378	16,759
Income from continuing operations before income taxes	$ 966,278	$ 1,518,494	$ 1,318,262

(1) Includes equity investment income of $1,898, $3,177 and $5,866 in 2022, 2021 and 2020, respectively.

Depreciation and amortization expense by reportable segment was as follows:

	Year ended December 31, 2022	2021	2020
U.S. dialysis	$ 690,949	$ 642,711	$ 594,552
Other - Ancillary services	41,653	37,904	35,883
	$ 732,602	$ 680,615	$ 630,435

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

Expenditures for property and equipment by reportable segment were as follows:

	Year ended December 31,		
	2022	2021	2020
U.S. dialysis	533,600	$ 589,662	$ 646,870
Other - Ancillary services	69,829	51,803	27,671
	$ 603,429	$ 641,465	$ 674,541

Summary of assets by reportable segment was as follows:

	Year ended December 31,	
	2022	2021
Segment assets		
U.S. dialysis(1)	$ 15,084,454	$ 15,375,000
Other - Ancillary services(2)	1,843,798	1,746,488
Consolidated assets	$ 16,928,252	$ 17,121,488

(1) Includes equity method and other investments of $113,781 and $112,500 in 2022 and 2021, respectively.

(2) Includes equity method and other investments of $117,327 and $126,381 in 2022 and 2021, respectively and includes approximately $207,162 and $190,029 in 2022 and 2021, respectively, of net property and equipment related to the Company's international operations.

26. Supplemental cash flow information

The table below provides supplemental cash flow information:

	Year ended December 31,		
	2022	2021	2020
Cash paid:			
Income taxes, net	$ 344,430	$ 209,754	$ 154,850
Interest, net	$ 350,999	$ 279,002	$ 326,165
Non-cash investing and financing activities:			
Fixed assets under financing lease obligations	$ 1,928	$ 31,690	$ 22,042

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.(14)
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).(9)
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. adopted on October 14, 2022.(23)
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.(13)
4.2	Form of 4.625% Senior Notes due 2030 and related Guarantee (included in Exhibit 4.1).(13)
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.(11)
4.4	Form of 3.750% Senior Notes due 2031 and related Guarantee (included in Exhibit 4.3).(11)
4.5	Description of Securities.(20)
10.1	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.(16)
10.2	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.(20)
10.3	Employment Agreement, dated as of April 29, 2019, by and between Javier J. Rodriguez and DaVita Inc.(10)*
10.4	Stock Appreciation Rights Agreement, effective November 4, 2019, by and between Javier J. Rodriguez and DaVita Inc.(19)*
10.5	Employment Agreement, effective February 21, 2017, by and between DaVita Inc. and Joel Ackerman.(6)*
10.6	Employment Agreement, effective April 27, 2016, by and between DaVita HealthCare Partners Inc. and Kathleen A. Waters.(4)*

10.7	Employment Agreement, effective April 29, 2015, by and between DaVita HealthCare Partners Inc. and Michael Staffieri.(20)*
10.8	Form of Indemnity Agreement.(8)*
10.9	Form of Indemnity Agreement.(5)*
10.10	DaVita Inc. Deferred Compensation Plan.(6)*
10.11	Amended and Restated Employee Stock Purchase Plan.(18)*
10.12	DaVita Inc. Severance Plan for Directors and Above.(3)*
10.13	DaVita Inc. Non-Employee Director Compensation Policy.✔*
10.14	Amended and Restated DaVita Inc. 2011 Incentive Award Plan.(7)*
10.15	Amendment No. 1 to the Amended and Restated DaVita Inc. 2011 Incentive Award Plan.(19)*
10.16	DaVita Inc. 2020 Incentive Award Plan.(21)*
10.17	DaVita Inc. Rule of 65 Policy, adopted on August 19, 2018.(15)*
10.18	Form of Stock Appreciation Rights Agreement-Board members (DaVita Inc. 2011 Incentive Award Plan).(24)*
10.19	Form of Stock Appreciation Rights Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(12)*
10.20	Form of Long-Term Incentive Program Award Agreement (For 162(m) designated teammates) (DaVita Inc. 2011 Incentive Award Plan).(12)*
10.21	Form of Long-Term Incentive Program Award Agreement (DaVita Inc. 2011 Incentive Award Plan).(12)*
10.22	Form of Restricted Stock Units Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(17)*
10.23	Form of Performance Stock Units Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(17)*
10.24	Form of Stock Appreciation Rights Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(17)*
10.25	Form of Restricted Stock Units Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(17)*
10.26	Form of Performance Stock Units Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(17)*
10.27	Form of Stock Appreciation Rights Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(17)*
10.28	Form of Stock Appreciation Rights Agreement (DaVita Inc. 2020 Incentive Award Plan).(22)*
10.29	Form of Performance-Based Restricted Stock Unit Agreement (DaVita Inc. 2020 Incentive Award Plan).(22)*
10.30	Form of Restricted Stock Unit Agreement (DaVita Inc. 2020 Incentive Award Plan).(22)*
10.31	Form of Performance Award Agreement (DaVita Inc. 2020 Incentive Award Plan).✔*

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 Inc. (Included on Page S-1).
31.1	Certification of the Chief Executive Officer, dated February 22, 2023, 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, 2023, 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, 2023, 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, 2023, 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.

(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 October 28, 2021 as an exhibit to the Company’s Quarterly Report on Form 10-Q for the quarter ended September 30, 2021.
(4) Filed on May 2, 2017 as an exhibit to the Company’s Quarterly Report on 10-Q for the quarter ended March 31, 2017.
(5) 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.
(6) 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.
(7) Filed on April 28, 2014 as an appendix to the Company's Definitive Proxy Statement on Schedule 14A.
(8) Filed on December 20, 2006 as an exhibit to the Company’s Current Report on Form 8-K.
(9) Filed on December 17, 2018 as an exhibit to the Company’s Current Report on Form 8-K.
(10) Filed on April 29, 2019 as an exhibit to the Company's Current Report on Form 8-K.
(11) Filed on August 11, 2020 as an exhibit to the Company’s Current Report on Form 8-K.
(12) 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.

(13) Filed on June 9, 2020 as an exhibit to the Company's Current Report on Form 8-K.
(14) Filed on September 24, 2018 as an exhibit to the Company’s Current Report on Form 8-K.
(15) Filed on August 23, 2018 as an exhibit to the Company’s Current Report on Form 8-K.
(16) Filed on August 14, 2019 as an exhibit to the Company’s Current Report on Form 8-K.
(17) Filed on July 22, 2019 as an exhibit to the Company’s Tender Offer Statement on Schedule TO-I.
(18) Filed on May 10, 2016 as an appendix to the Company's Proxy Statement on DEF 14A.
(19) Filed on December 6, 2019 as an appendix to the Company's Proxy Statement on DEF 14A.
(20) 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.
(21) Filed on April 27, 2020 as an appendix to the Company's Proxy Statement on DEF 14A.
(22) Filed on August 17, 2020 as an exhibit to the Company’s Tender Offer Statement on Schedule TO-I.
(23) Filed on October 18, 2022 as an exhibit to the Company’s Current Report on Form 8-K.
(24) 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.

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, 2023.

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 22, 2023
/s/ Joel Ackerman Joel Ackerman	Chief Financial Officer and Treasurer (Principal Financial Officer)	February 22, 2023
/s/ John D. Winstel John D. Winstel	Chief Accounting Officer (Principal Accounting Officer)	February 22, 2023
/s/ Pamela M. Arway Pamela M. Arway	Director	February 22, 2023
/s/ Charles G. Berg Charles G. Berg	Director	February 22, 2023
/s/ Barbara J. Desoer Barbara J. Desoer	Director	February 22, 2023
/s/ Paul J. Diaz Paul J. Diaz	Director	February 22, 2023
/s/ Jason M. Hollar Jason M. Hollar	Director	February 22, 2023
/s/ Gregory J. Moore Gregory J. Moore	Director	February 22, 2023
/s/ John M. Nehra John M. Nehra	Director	February 22, 2023
/s/ Adam H. Schechter Adam H. Schechter	Director	February 22, 2023
/s/ Phyllis R. Yale Phyllis R. Yale	Director	February 22, 2023

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, 2022	$ —	$ —	$ —	$ —	$ —
Year ended December 31, 2021	$ —	$ —	$ —	$ —	$ —
Year ended December 31, 2020	$ 8,328	$ —	$ 13,458	$ 21,786	$ —

Exhibit 10.14

DAVITA INC.
NON-EMPLOYEE DIRECTOR COMPENSATION POLICY
(Effective as of January 1, 2023)

ARTICLE I
PURPOSE

The primary purposes of the DaVita Inc. (the “Company”) Non-Employee Director Compensation Policy (this “Policy”) are as follows:

- to pay differentially higher compensation for higher levels of work, responsibility and performance;
- to provide a compensation structure that will attract highly competent candidates; and
- to provide a significant portion of compensation in the form of equity-based awards to further align non-employee director compensation with stockholder interests.

All references to “Director” in this Policy shall mean a member of the Company’s Board of Directors (the “Board”) who is not employed by the Company.

ARTICLE II
BASE ANNUAL RETAINER

Each Director shall receive a base annual retainer (the “Base Annual Retainer”) of up to Three Hundred Thousand Dollars *(*$300,000) per fiscal year as follows:

2.1 Cash: One Hundred Thousand Dollars ($100,000) to be paid in quarterly installments made within five business days of the last calendar day of each fiscal quarter.

2.2 Direct Stock Issuances: Two Hundred Thousand Dollars ($200,000) to be paid in the form of direct stock issuances (“DSIs”). The DSIs shall be subject to the following terms and conditions (the “DSI Grant Terms”):

2.2.1 Grant Date: The DSIs shall be granted in four equal installments on March 15, May 15, August 15, and November 15 (each, a “Grant Date”), subject to the Director’s continued service through the applicable Grant Date; *provided*, *however*, that a Grant Date will be accelerated in the event of a Director’s separation from the Board prior to a specified Grant Date in accordance with the applicable proration provisions in this Policy.

2.2.2 Amount: The number of DSIs to be granted on each Grant Date shall be the nearest whole number of shares as determined by dividing Fifty Thousand Dollars ($50,000) by the closing market price of the Company's common stock as listed on the New York Stock Exchange ("NYSE") on the Grant Date, and if the Grant Date does not fall on a NYSE trading day, then on the last trading day prior to the Grant Date.

2.3 Proration: The quarterly payments of the Base Annual Retainer shall be prorated, as applicable, based on the days of service on the Board during the applicable calendar quarter.

ARTICLE III
ANNUAL RETAINER PREMIUM - LEAD INDEPENDENT DIRECTOR

A Director serving as the Lead Independent Director of the Board, as applicable, shall be paid a premium (the "Lead Director Premium") of up to One Hundred Twenty-Five Thousand Dollars ($125,000) per fiscal year as follows:

3.1 Cash: Thirty-Seven Thousand and Five Hundred Dollars ($37,500) to be paid in quarterly installments made within five business days of the last calendar day of each fiscal quarter.

3.2 Direct Share Issuances: Eighty-Seven Thousand and Five Hundred Dollars ($87,500) to be paid in the form of DSIs to be granted in accordance with, and subject to, the DSI Grant Terms provided in Section 2.2 above. For the avoidance of doubt:

3.2.1 Grant Date: The DSI component of the Lead Director Premium shall be granted in four equal quarterly installments on a Grant Date, subject to the Lead Independent Director's continued service in that role through the applicable Grant Date.

3.2.2 Amount: The number of DSIs to be granted as part of the Lead Director Premium on each Grant Date shall be the nearest whole number of shares as determined by dividing Twenty-One Thousand Eight Hundred and Seventy-Five Dollars ($21,875) by the closing market price of the Company's common stock as listed on the New York Stock Exchange on the Grant Date, and if the Grant Date does not fall on a New York Stock Exchange trading day, then on the last trading day prior to the Grant Date.

3.3 Proration: The quarterly payments of the Lead Director Premium shall be prorated, as applicable, based on the days of service as Lead Independent Director during the applicable calendar quarter.

ARTICLE IV
ANNUAL RETAINER PREMIUM - INDEPENDENT CHAIR

A Director serving as the independent Chair of the Board (the “Independent Chair”) shall be paid a premium (the “Independent Chair Premium”) of up to One Hundred and Seventy-Five Thousand Dollars ($175,000) cash per fiscal year to be paid in quarterly installments made within five business days of the last calendar day of each fiscal quarter, with such quarterly payments prorated based on the days of service as the Independent Chair during the applicable calendar quarter.

ARTICLE V
ANNUAL RETAINER PREMIUM - COMMITTEE CHAIRS

A Director serving as a Chair of a standing committee (“Committee”) of the Board shall be paid a cash premium (the “Chair Premium”) per fiscal year as follows:

5.1 Chairs of the Audit, Compensation, Nominating and Governance, and Compliance and Quality Committees: Fifty Thousand Dollars ($50,000) cash to be paid each in quarterly installments made within five business days of the last calendar day of each fiscal quarter, with such quarterly payment prorated based on the days of service as the Chair of the applicable Committee during the applicable calendar quarter.

ARTICLE VI
MEETING FEES

A Director shall be paid the following fees for his or her in person or telephonic attendance of Board and Committee meetings as follows:

6.1 Board: Two Thousand and Five Hundred Dollars ($2,500) cash for attendance of: (1) special Board meetings held in person, irrespective of length; and (2) special Board meetings held telephonically that last approximately one hour or more. No additional compensation shall be provided for attendance of regular Board meetings.

6.2 Committees/Sub-Committees: Two Thousand and Five Hundred Dollars ($2,500) cash for attendance of the following Committee meetings, provided that the Director is a member of such Committee at the time of such meeting: (1) regular or special Committee meetings held in person; and (2) regular or special Committee meetings held telephonically that last approximately one hour or more. Notwithstanding the foregoing, each member of the Audit

Committee shall be paid Two Thousand and Five Hundred Dollars ($2,500) cash for his or her in person or telephonic attendance of each Audit Committee meeting related to quarterly earnings releases, regardless of the duration of such meeting.

6.2.1 Committee Meeting Attendance by Non-Members. Notwithstanding anything herein to the contrary, a Director shall be paid Two Thousand and Five Hundred Dollars ($2,500) cash for attendance of a regular or special meeting of a Committee of which such Director is not a member, provided that such Director's attendance was made at the request of the Chair of such Committee and provided further that such payment is made in accordance with the other requirements of this Section 6.2.

6.2.2 New Committee Members: A Director attending a Committee meeting held earlier on the same day of a Board meeting during which action was taken by the Board to appoint him or her to such Committee, will be eligible to receive Committee meeting fees as described under this Section 6.2.

ARTICLE VII
EXPENSE REIMBURSEMENT AND COMPENSATION FOR ADDITIONAL TIME EXPENDED

7.1 Expense Reimbursement. Each Director shall be reimbursed for his or her reasonable out-of-pocket business expenses incurred in connection with attending meetings of the Board or its Committees or in connection with other Board-related business or activities.

7.2 Compensation for Additional Time. Each Director shall be compensated in cash on a "per diem," hourly or other basis at a rate that is reasonable and fair to the Company as determined in the discretion of the Lead Independent Director or Independent Chair, as applicable (or, should the matter be referred to them, the Board or the Compensation Committee), for significant time spent outside of Board or Committee meetings for meetings or activities outside the scope of normal Board duties, including, without limitation, director training, meeting with Company management or external auditors, interviewing director candidates or other activities deemed necessary by the Lead Independent Director or Independent Chair, as applicable (or should the matter be referred to them, the Compensation Committee or the entire Board). Any dollar amounts set for a particular unit of time shall be paid on a pro rata basis for time expended that is less than the full unit of time for which a rate was set. The Lead Independent Director or Independent Chair, as applicable, shall oversee requests for compensation under this Article VII.

Exhibit 10.31

DaVita Inc.

Performance Award Agreement under the DaVita Inc. 2020 Incentive Award Plan

This **Performance Award Agreement** (this "Agreement") is dated as of the Grant Date indicated below by and between DaVita Inc., a Delaware corporation (the "Company"), and the Grantee indicated below pursuant to the **DaVita Inc. 2020 Incentive Award Plan** (the "Plan").

Primary Terms

Grantee:	**«Grantee»**
Grant Date:	**«Grant Date»**
Performance Conditions:	As indicated on Exhibit B
Vesting Conditions:	As indicated on Exhibit B
Performance Period:	**«Performance Period»**
Target Amount:	**«Target Amount»**
Plan Name:	2020 Incentive Award Plan

This Agreement includes this cover page and the following Exhibits, which are expressly incorporated by reference in their entirety herein:

Exhibit A – General Terms and Conditions Exhibit B – Performance and Vesting Conditions

Grantee hereby expressly acknowledges and agrees that he/she/they is an employee at will and may be terminated by the Company or its applicable Affiliate at any time, with or without cause. By accepting this Award, Grantee hereby acknowledges he/she/they has a copy of the Plan, and accepts and agrees to the terms and provisions of this Agreement and the Plan. Capitalized terms that are used but not defined in this Agreement shall have the meanings set forth in the Plan.

IN WITNESS WHEREOF, the Company and the Grantee have accepted this Agreement effective as of the Grant Date.

DaVita Inc.	Grantee
______________________________	______________________________

DaVita Inc.

Performance Award Agreement

Exhibit A – General Terms and Conditions

For valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. **Grant and Payment of Performance Award.** The Company hereby grants to Grantee this performance award (the "Award"), subject to adjustment, forfeiture and the other terms and conditions set forth below and in the Plan. This Award represents Grantee's right to receive a cash bonus in the amount indicated on the front page, subject to Grantee's fulfillment of the conditions set forth in this Agreement including, without limitation, the achievement of the performance criteria as approved by the Committee and reflected in Exhibit B (the "Performance Goals") during the performance period reflected on the front page (the "Performance Period"). To the extent that the Committee (or its delegate) determines that some or all of the Performance Goals have been achieved, then as soon as practicable following such determination (but in any event no later than March 15th following the year in which the applicable Performance Goal is achieved), the Company shall pay to Grantee the cash bonus determined pursuant to the Committee's (or its delegate's) determination of the level of achievement of the Performance Goals, subject to Grantee's continued employment through the applicable payment date and Section 3 below. For the avoidance of doubt, the payment date of the Award shall be the date on which the Award is earned.

2. **Termination of Employment.** Except as may be set forth in Exhibit B or pursuant to the terms of any written employment agreement between the Grantee and the Company or an Affiliate thereof in effect on the Grant Date, the Award will terminate upon the date Grantee's employment with the Company or any Affiliate is terminated for any reason. Upon the date that Grantee ceases being an Employee for any reason other than as may be expressly contemplated in Exhibit B or pursuant to the terms of any written employment agreement between the Grantee and the Company or an Affiliate thereof in effect on the Grant Date, Grantee will forfeit his/her/their right to any unpaid portion of the Award.

3. **Taxes.** Grantee is ultimately liable and responsible for all taxes under all applicable federal, state, local or other laws or regulations (the "Required Tax Payments") owed in connection with the Award, regardless of any action the Company or any of its Affiliates takes with respect to any tax withholding obligations that arise in connection with the Award. Neither the Company nor any of its Affiliates makes any representation or undertaking regarding the treatment of any tax withholding in connection with the grant or settlement of the Award. The Company and its Affiliates do not commit and are under no obligation to structure the Award to reduce or eliminate Grantee's tax liability. As a condition precedent to the payment to the Grantee of the bonus upon any settlement of the Award, the Grantee shall satisfy the Required Tax Payments by the Company withholding from the payments otherwise owed to Grantee under this Award, an amount equal to the Required Tax Payments.

4. **Assignment.** Grantee's interest in this Award may not be assigned or alienated, whether voluntarily or involuntarily.

5. **Clawback Provision.** Notwithstanding any other provision in this Agreement to the contrary, Grantee and this Award shall be subject to the Company's Compensation Clawback Policy or other clawback policy adopted by the Company, each as may be amended from time to time (the "Clawback Policy"). The provisions of this Section 5 are in addition to and not in lieu of any other remedies available to the Company in the event Grantee violates the Policies (as defined herein below), or any laws or regulations.

6. **Amendments.** The Company may amend the provisions of this Agreement at any time; provided that, an amendment that would adversely affect the Grantee's rights under this Agreement in a material manner shall be subject to the written consent of the Grantee.

7. **Change of Control of the Company.** In the event of a Change of Control prior to the end of the Performance Period, the payment of the Award shall be determined as specified in Exhibit B.

8. [Non-Competition/][1]Non-Solicitation/Non-Disclosure

[(a) Non-Competition. Grantee acknowledges and recognizes the highly competitive nature of the business of the Company and the unique access to the Company's confidential business, personnel, and customer and patient information that Grantee receives solely as a result of Grantee's employment with the Company, and accordingly agrees that while Grantee is an Employee, and for the 12 month period following termination of such relationship for any reason (whether voluntary or involuntary) (the "Restricted Period"), Grantee shall not, as an employee, independent contractor, consultant, or in any other capacity, prepare to provide or provide any of the same or similar services that Grantee performed during his/her/their employment with or service to the Company for any other individual, partnership, limited liability company, corporation, independent practice association, management services organization, or any other entity (collectively, "Person") anywhere in the United States that competes in any way with the area of business of the Company, or any of its subsidiaries or affiliates, in which Grantee worked and/or performed services. For purposes of the above, preparing to provide any of the same or similar services includes, but is not limited to, planning with any Person on how best to compete with the Company or any of its subsidiaries or affiliates, or discussing the Company's, or any of its subsidiaries' or affiliates' business plans or strategies with any Person.

Grantee further agrees that during the Restricted Period, Grantee shall not own, manage, control, operate, invest in, acquire an interest in, or otherwise engage in, act for, or act on behalf of any Person (other than the Company and its subsidiaries and affiliates) engaged in any activity that Grantee was responsible for during Grantee's employment with or engagement by the Company where such activity is competitive with the activities carried on by the Company or any of its subsidiaries or affiliates.

Grantee acknowledges that during the Restricted Period, Grantee may be exposed to confidential information and/or trade secrets relating to business areas of the Company or any of its subsidiaries or affiliates that are different from and in addition to the areas in which Grantee primarily works for the Company (the "Additional Protected Areas of Business"). As a result, Grantee agrees he/she/they shall not own, manage, control, operate, invest in, acquire an interest in, or otherwise act for, act on behalf, or provide the same or similar services to, any Person that engages in the Additional Protected Areas of Business.

Notwithstanding the foregoing, nothing in this Section 8(a) prohibits Grantee from passively owning not in excess of 2% in the aggregate of any company's stock or other ownership interests that are publicly traded on any national or regional stock exchange.

Grantee acknowledges and agrees that the geographical limitations and duration of this covenant not to compete are reasonable and appropriate, it being understood that the business of the Company can be, and is, practiced throughout the United States, and that the restrictions set forth herein will not impose any undue hardship on Grantee.

To the extent that the provisions of this Section 8(a) conflict with any other agreement signed by Grantee relating to non-competition, the provisions that are most protective of the Company's, and any of its subsidiaries' or affiliates', interests shall govern.

This Section 8(a) (Non-competition) and the rights and obligations of Company hereunder may be assigned by Company and shall inure to the benefit of and shall be enforceable by any such assignee, as well as any of Company's successors in interest. This Section 8(a) (Non-competition) and the rights and obligations of Grantee hereunder may not be assigned by Grantee, but are binding upon Grantee's heirs, administrators, executors, and personal representatives.]

(b) Non-Solicitation. Grantee agrees that during the term of his/her/their employment and/or service to the Company or any of its subsidiaries or affiliates and for the one-year period following the termination of his/her/their employment and/or service for any reason (whether voluntary or involuntary), Grantee shall not (i) solicit any of the Company's, or any of its subsidiaries' or affiliates', employees with whom Grantee worked on more than a de minimis basis or whom Grantee directly or indirectly supervised while with the Company to work for any Person; (ii) hire any of the Company's, or any of its

[1] To be included based on teammate jurisdiction.

subsidiaries' or affiliates', employees with whom Grantee worked on more than a de minimis basis or whom Grantee directly or indirectly supervised while with the Company to work (as an employee or an independent contractor) for any Person; (iii) take any action that may reasonably result in any of the Company's, or any of its subsidiaries' or affiliates', employees with whom Grantee worked on more than a de minimis basis or whom Grantee directly or indirectly supervised while with the Company going to work (as an employee or an independent contractor) for any Person; (iv) induce any patient or customer of the Company, or any of its subsidiaries or affiliates, either individually or collectively, to patronize any competing business; (v) request or advise any patient, customer, or supplier of the Company, or any of its subsidiaries or affiliates, to withdraw, curtail, or cancel such person's business with the Company, or any of its subsidiaries or affiliates; (vi) enter into any contract the purpose or result of which would benefit Grantee if any patient or customer of the Company, or any of its subsidiaries or affiliates, were to withdraw, curtail, or cancel such person's business with the Company, or any of its subsidiaries or affiliates; (vii) solicit, induce, or encourage any physician (or former physician) affiliated with the Company, or any of its subsidiaries or affiliates, or induce or encourage any other person under contract with the Company, or any of its subsidiaries or affiliates, to curtail or terminate such person's affiliation or contractual relationship with the Company, or any of its subsidiaries or affiliates; or (viii) disclose to any Person the names or addresses of any patient or customer of the Company, or any of its subsidiaries or affiliates.

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

(d) Non-Contravention. Nothing in this Agreement (including with respect to Confidential Information, Trade Secrets, and other obligations) is intended to be or will be construed to prevent, impede, or interfere with Grantee's right to respond accurately and fully to any question, inquiry, or request for information regarding Grantee's employment with the Company 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. Grantee is not required to contact the Company regarding the subject matter of any such communications before Grantee engages in such communications. In addition, nothing in this Agreement is intended to restrict Grantee's legally protected right to discuss wages, hours or other working conditions with co- workers or in any way limit Grantee's rights under the National Labor Relations Act or any whistleblower law.

(e) Remedies. Grantee agrees that any breach of Section [8(a),] 8(b), or 8(c) will result in immediate and irreparable harm to the Company and its affiliates for which damages alone are an inadequate remedy and cannot readily be calculated. Accordingly, the Grantee agrees that the Company and its affiliates shall be entitled to temporary, preliminary and permanent injunctive relief to prevent any such actual or threatened breach, without posting a bond or other security or limiting other available remedies.

(f) Termination of Agreement. This Agreement and the Award shall terminate effective on the date on which Grantee enters into any activity in breach of Section [8(a),] 8(b), or 8(c), or if at any time during Grantee's employment with the Company or any of its subsidiaries or affiliates or within one (1) year after the termination of such employment for any reason (whether voluntary or involuntary), Grantee (i) is convicted of a felony; (ii) has been adjudicated by a court of competent jurisdiction of having committed an act of fraud or dishonesty resulting or intending to result directly or indirectly in personal enrichment at the expense of the Company or any of its subsidiaries or affiliates; or (iii) is excluded from participating in any federal health care program. In any of the aforementioned cases, in addition to injunctive relief as forth above, the Company may seek an order requiring Grantee to repay the Company any value, gain or other consideration received or realized by Grantee as a result of this Award. In the event of any conflict between the language of this Section 8(f), on the one hand, and the language of Section 5 of this Award or of the Clawback Policy, on the other hand, the language of Section 5 of this Award and of the Clawback Policy shall be controlling. The provisions of this Section 8(f) are in addition to and not in lieu of any other remedies available to the Company in the event Grantee violates the Policies (as defined herein below), or any laws or regulations.

9. Section 409A of the Code. This Agreement and the Award are intended to meet the requirements of or be exempt from Section 409A of the Code, as applicable, and shall be interpreted and construed consistent with that intent and each payment hereunder shall be considered a separate payment for purposes of Section 409A of the Code. Notwithstanding any other provisions of this Agreement, to the extent that the right to any payment to Grantee hereunder provides for non-qualified deferred compensation within the meaning of Section 409A(d)(1) of the Code that is subject to Section 409A of the Code, the payment shall be made in accordance with the following:

If Grantee is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code on the date of Grantee's "separation from service" within the meaning of Section 409A(a)(2)(A)(i) of the Code (the "Separation Date"), then no such payment shall be made during the period beginning on the Separation Date and ending on the date that is six months following the Separation Date or, if earlier, on the date of Grantee's death, if the earlier making of such payment would result in tax penalties being imposed on Grantee 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 Separation Date or, if earlier, the date of Grantee's death. If the Grantee is subject to an employment or other agreement that specifies a time and form of payment that differs from the time and form of payment set forth in Exhibit B, then this Award shall be paid in accordance with such employment or other agreement to the extent required to comply with Section 409A of the Code in a manner permissible under the Plan.

10. Compliance with Policies. It is understood and agreed upon that at all times Grantee will act in full compliance with the Company's policies and procedures as may be in effect from time to time, including without limitation, the Company's Code of Conduct, Joint Venture Arrangements Policy, Medical Director Agreements Compliance Handbook, Acceptance of Gifts Policy and/or credentialing process (collectively, the "Policies"). If Grantee's conduct, whether related to the Award granted under this Agreement or otherwise, materially violates the requirements of the Policies, as determined by the Committee (with respect to a Grantee that is an "officer" under Section 16 of the Exchange Act) or the Company's Chief Executive Officer, Chief Compliance Officer or Chief Legal Officer (with respect to a Grantee that is not an "officer" under Section 16 of the Exchange Act), then the Grantee will forfeit any unvested portion of the Award granted under this Agreement and be subject to immediate disciplinary action, up to and including termination. The provisions of this Section 10 are in addition to and not in lieu of any other remedies available to the Company in the event Grantee violates the Policies or any laws or regulations. If at any time Grantee has questions or concerns about the provisions in this Section 10, or suspects any improper conduct related to the Policies, Grantee should immediately contact his/her/their supervisor or Team Quest. Grantee also may anonymously and confidentially call the Company's Compliance Hotline.

11. Compliance with Law. If any provision of this Agreement is determined to be unenforceable or invalid under any applicable law, such provision will be applied to the maximum extent permitted by applicable law, and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required under applicable law. Furthermore, if any provision of this Agreement is determined to be illegal under any applicable law, such provision shall be null and void to the extent necessary to comply with applicable law, but the other provisions of this Agreement shall remain in full force and effect.

12. Interpretation of Award.

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

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

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

(d) This Award shall be subject to the terms of any written employment agreement between the Grantee and the Company or any Affiliate thereof to the extent permissible under the Plan.

13. Electronic Delivery and Execution. The Company may, in its sole discretion, decide to deliver any documents related to this Award or future awards made under the Plan by electronic means or request Grantee's consent to participate in the Plan by electronic means. Grantee hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or another third party designated by the Company.

DaVita Inc.
Performance Cash Award Agreement
Exhibit B – Performance and Vesting Conditions

The amount payable under this Agreement will be determined by the Committee (or its delegate) based on the level of performance achieved on the Performance Goal, as specified below. Except as set forth in this Exhibit B or the terms of any written employment agreement between the Grantee and the Company or an Affiliate thereof in effect on the Grant Date, the payment of the Award shall be contingent on Grantee's continued employment by the Company through the payment date of the Award (which, for the avoidance of doubt, shall be the date on which the Award is earned); provided, however, the Committee retains discretion to pay some or all of the Award notwithstanding the Grantee's termination of employment in the event of the Grantee's death or termination of employment due to Disability.

For purposes of this Award, "Disability" means that the Grantee is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, determined in accordance with Section 409A of the Code.

In the event of a Change of Control of the Company, the Award shall survive and shall be expressly assumed by the acquiror or surviving entity in the Change of Control.

[Performance Conditions Intentionally Omitted]

Exhibit 21.1

SUBSIDIARIES OF THE COMPANY
as of December 31, 2022

Name	Jurisdiction of Organization
Aberdeen Dialysis, LLC	Delaware
Accountable Kidney Care, LLC	Delaware
Adair Dialysis, LLC	Delaware
Afton Dialysis, LLC	Delaware
Ahern Dialysis, LLC	Delaware
Alenes Dialysis, LLC	Delaware
Alomie Dialysis, LLC	Delaware
Alterra Dialysis, LLC	Delaware
American Fork Dialysis, LLC	Delaware
American Medical Insurance, Inc.	Arizona
Amity Dialysis, LLC	Delaware
Animas Dialysis, LLC	Delaware
Arcadia Gardens Dialysis, LLC	Delaware
Arrowhead Dialysis, LLC	Delaware
Artesia Dialysis, LLC	Delaware
Ashdow Dialysis, LLC	Delaware
Atchison 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
Barton Dialysis, LLC	Delaware
Basin Dialysis, LLC	Delaware
Bastrop Dialysis, LLC	Delaware
Beacon Dialysis, LLC	Delaware
Beck Dialysis, LLC	Delaware
Bedell Dialysis, LLC	Delaware
Bellevue Dialysis, LLC	Delaware
Beverly 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

Name - Continued	Jurisdiction of Organization
Brache Dialysis, LLC	Delaware
Braddock Dialysis, LLC	Delaware
Braden Dialysis, LLC	Delaware
Branbur 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
Brownwood Dialysis, LLC	Delaware
Bruno Dialysis, LLC	Delaware
Buckhorn Dialysis, LLC	Delaware
Buford Dialysis, LLC	Delaware
Bullards Dialysis, LLC	Delaware
Bullock Dialysis, LLC	Delaware
Burman Dialysis, LLC	Delaware
Burrill Dialysis, LLC	Delaware
Butano Dialysis, LLC	Delaware
Cagles Dialysis, LLC	Delaware
Calante Dialysis, LLC	Delaware
Camino Dialysis, LLC	Delaware
Campton 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
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
Chaffee Dialysis, LLC	Delaware
Channel Dialysis, LLC	Delaware
Chantry Dialysis, LLC	Delaware
Cheraw Dialysis, LLC	Delaware

Name - Continued	Jurisdiction of Organization
Chipeta Dialysis, LLC	Delaware
Chouteau Dialysis, LLC	Delaware
Churchill Dialysis, LLC	Delaware
Cinco Rios Dialysis, LLC	Delaware
Clark Dialysis, LLC	Delaware
Claymount Dialysis, LLC	Delaware
Clayton Dialysis, LLC	Delaware
Clinica Central do Bonfim S.A.	Portugal
Clinton Township Dialysis, LLC	Delaware
Clover Dialysis, LLC	Delaware
Clyfee Dialysis, LLC	Delaware
Cobbles Dialysis, LLC	Delaware
Collier Dialysis, LLC	Delaware
Columbus-RNA-DaVita, LLC	Delaware
Commerce Township Dialysis Center, LLC	Delaware
Conconully Dialysis, LLC	Delaware
Conecuh Dialysis, LLC	Delaware
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
Craville Dialysis, LLC	Delaware
Crossings Dialysis, LLC	Delaware
Crystals Dialysis, LLC	Delaware
Cuivre Dialysis, LLC	Delaware
Culbert Dialysis, LLC	Delaware
Curecanti Dialysis, LLC	Delaware
Curlew Dialysis, LLC	Delaware
Dale Dialysis, LLC	Delaware
Dallas-Fort Worth Nephrology, L.P.	Delaware
Damon Dialysis, LLC	Delaware
Daroga Dialysis, LLC	Delaware
DaVita - Riverside II, LLC	Delaware
DaVita - Riverside, LLC	Delaware
DaVita - West, LLC	Delaware
DaVita & Dignity Health Dialysis, LLC	Delaware
DaVita (UK) Limited	United Kingdom
DaVita (UK) Trading Limited	United Kingdom
DaVita Águas Claras Serviços de Nefrologia Ltda.	Brazil
DaVita APAC Holding B.V.	Netherlands
DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil
DaVita Care (Saudi Arabia)	Saudi Arabia

Name - Continued	Jurisdiction of Organization
DaVita Ceilândia Serviços de Nefrologia Ltda.	Brazil
DaVita Dakota Dialysis Center, LLC	Delaware
DaVita Deutschland AG	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 Natal Serviços de Nefrologia Ltda.	Brazil
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 Bueno Ltda.	Brazil
DaVita Serviços de Nefrologia Cambuí Ltda.	Brazil
DaVita Serviços de Nefrologia Campinas Ltda.	Brazil
DaVita Serviços de Nefrologia Campo Grande Ltda.	Brazil
DaVita Serviços de Nefrologia de Araraquara Ltda.	Brazil
DaVita Serviços de Nefrologia Franca Ltda.	Brazil
DaVita Serviços de Nefrologia Goiânia Ltda.	Brazil
DaVita Serviços de Nefrologia Guarulhos Ltda.	Brazil
DaVita Serviços de Nefrologia Itaboraí Ltda.	Brazil
DaVita Serviços de Nefrologia Lagoa Nova Ltda.	Brazil
DaVita Serviços de Nefrologia Marco Ltda.	Brazil
DaVita Serviços de Nefrologia Pacini Ltda.	Brazil
DaVita Serviços de Nefrologia Santos Dumont Ltda.	Brazil
DaVita Serviços de Nefrologia Serra Ltda.	Brazil
DaVita Serviços de Nefrologia Sumaré Ltda.	Brazil
DaVita Serviços de Nefrologia Taubaté Ltda.	Brazil
DaVita Serviços de Nefrologia Valinhos Ltda.	Brazil
DaVita Serviços de Nefrologia Vila Aricanduva Ltda.	Brazil
DaVita Serviços Nefrologia Madalena Ltda.	Brazil
DaVita Sp. z o.o.	Poland
DaVita Sud-Niedersachsen GmbH	Germany
DaVita Transrim Serviços de Nefrologia Ltda.	Brazil
DaVita Tratamento Renal Participações Ltda.	Brazil
DaVita UK Holding Limited	United Kingdom
DaVita UTR Serviços de Nefrologia Ltda.	Brazil
DaVita Value-Based Enterprise, LLC	Delaware
DaVita VillageHealth, Inc.	Delaware
Dawson Dialysis, LLC	Delaware
DC Healthcare International, Inc.	Delaware

Name - Continued	Jurisdiction of Organization
Deowee Dialysis, LLC	Delaware
Dialysis Holdings, Inc.	Delaware
Dialysis of Des Moines, LLC	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
Dome Dialysis, LLC	Delaware
Doves Dialysis, LLC	Delaware
DPS CKD, LLC	Delaware
Dresher Dialysis, LLC	Delaware
Dunes Dialysis, LLC	Delaware
Dunkins Dialysis, LLC	Delaware
Durango Dialysis Center, 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
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
Eavers Dialysis, LLC	Delaware
Ebrea Dialysis, LLC	Delaware
Edisto 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
Fairfield Dialysis, LLC	Delaware

Name - Continued	Jurisdiction of Organization
Falcon, LLC	Delaware
Fanthorp Dialysis, LLC	Delaware
Federal Way Assurance, Inc.	Colorado
Ferne Dialysis, LLC	Delaware
Fields Dialysis, LLC	Delaware
Five Star Dialysis, LLC	Delaware
Flamingo Park Kidney Center, Inc.	Florida
Forester Dialysis, LLC	Delaware
Freehold Artificial Kidney Center, L.L.C.	New Jersey
Freeportbay Dialysis, LLC	Delaware
Fremont Dialysis, LLC	Delaware
Frierton Dialysis, LLC	Delaware
Frontier Dialysis, LLC	Delaware
Fullerton Dialysis Center, LLC	Delaware
Ganchis Dialysis, LLC	Delaware
Ganois Dialysis, LLC	Delaware
Gansett Dialysis, LLC	Delaware
Garner Dialysis, LLC	Delaware
Garrett Dialysis, LLC	Delaware
Gate 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
Golden Dialysis, LLC	Delaware
Goldendale Dialysis, LLC	Delaware
Goliad Dialysis, LLC	Delaware
Gouache Dialysis, LLC	Delaware
Gramleer Dialysis, LLC	Delaware
Grand Home 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
Greylock Dialysis, LLC	Delaware
Griffin Dialysis, LLC	Delaware
Groten Dialysis, LLC	Delaware
Gulch Dialysis, LLC	Delaware

Name - Continued	Jurisdiction of Organization
Harmony Dialysis, LLC	Delaware
Hart Dialysis, LLC	Delaware
Haskell Dialysis, LLC	Delaware
Hawn Dialysis, LLC	Delaware
Hazelton Dialysis, LLC	Delaware
Hegan Dialysis, LLC	Delaware
Helmer Dialysis, LLC	Delaware
Hewett Dialysis, LLC	Delaware
Heyburn Dialysis, LLC	Delaware
Hightower Dialysis, LLC	Delaware
Hilgards Dialysis, LLC	Delaware
Holten Dialysis, LLC	Delaware
Honeyman Dialysis, LLC	Delaware
Houston Kidney Center/Total Renal Care Integrated Service Network Limited Partnership	Delaware
Humboldt Dialysis, LLC	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
IDC -International Dialysis Centers, Lda	Portugal
IDC Mafra - International Dialysis Centers, LDA	Portugal
Integrated Kidney Care Of Camden, LLC	Delaware
Integrated Kidney Care Of Central California, LLC	Delaware
Integrated Kidney Care Of Central Texas, LLC	Delaware
Integrated Kidney Care Of Central Valley, LLC	Delaware
Integrated Kidney Care Of Colorado, LLC	Delaware
Integrated Kidney Care Of Florida, LLC	Delaware
Integrated Kidney Care Of Georgia, LLC	Delaware
Integrated Kidney Care Of Great Plains, LLC	Delaware
Integrated Kidney Care Of Inland Empire California, LLC	Delaware
Integrated Kidney Care of Iowa, LLC	Delaware
Integrated Kidney Care Of Kentucky And Indiana, LLC	Delaware
Integrated Kidney Care Of Lake Erie, LLC	Delaware
Integrated Kidney Care Of Las Vegas, LLC	Delaware
Integrated Kidney Care Of Long Island, LLC	Delaware
Integrated Kidney Care Of Maryland, LLC	Delaware
Integrated Kidney Care Of Michigan, LLC	Delaware
Integrated Kidney Care Of Mid-Atlantic, LLC	Delaware
Integrated Kidney Care Of Minnesota, LLC	Delaware
Integrated Kidney Care Of Missouri, LLC	Delaware
Integrated Kidney Care Of Nevada, LLC	Delaware
Integrated Kidney Care Of New Jersey And Pennsylvania, LLC	Delaware

Name - Continued	Jurisdiction of Organization
Integrated Kidney Care Of Northern California, LLC	Delaware
Integrated Kidney Care Of Ohio, LLC	Delaware
Integrated Kidney Care Of Pennsylvania And Ohio, LLC	Delaware
Integrated Kidney Care Of South Florida, LLC	Delaware
Integrated Kidney Care Of South Texas, LLC	Delaware
Integrated Kidney Care Of Southern California, LLC	Delaware
Integrated Kidney Care Of Texas And Oklahoma, LLC	Delaware
Integrated Kidney Care Of The Midwest, LLC	Delaware
Integrated Kidney Care Of The Northeast, LLC	Delaware
Integrated Kidney Care Of The Pacific Northwest, LLC	Delaware
Integrated Kidney Care Of The South, LLC	Delaware
Integrated Kidney Care Of The West, LLC	Delaware
Integrated Kidney Care Of Virginia, LLC	Delaware
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 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
Kamiah 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
Kittery Dialysis, LLC	Delaware
Knickerbocker Dialysis, Inc.	New York
Knotts Dialysis, LLC	Delaware
Lakeshore Dialysis, LLC	Delaware
Landing Dialysis, LLC	Delaware
Landor Dialysis, LLC	Delaware

Name - Continued	Jurisdiction of Organization
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
Lighthouse Dialysis, LLC	Delaware
Limon Dialysis, LLC	Delaware
Lincoln Park Dialysis Services, Inc.	Illinois
Lincolnton Dialysis, LLC	Delaware
Little Rock Dialysis Centers, LLC	Delaware
Llano Dialysis, LLC	Delaware
Lockhart Dialysis, LLC	Delaware
Lofield Dialysis, LLC	Delaware
Logoley 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
Madison Dialysis, LLC	Delaware
Magney Dialysis, LLC	Delaware
Magnolia Dialysis, LLC	Delaware
Makonee Dialysis, LLC	Delaware
Mammoth Dialysis, LLC	Delaware
Maple Grove Dialysis, LLC	Delaware
Marseille Dialysis, LLC	Delaware
Martin 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
MedSleuth, Inc.	California
Memorial Dialysis Center, L.P.	Delaware
Mendocino Dialysis, LLC	Delaware
Meridian Dialysis, LLC	Delaware
Mermet Dialysis, LLC	Delaware
Milltown Dialysis, LLC	Delaware
Minam Dialysis, LLC	Delaware
Minneopa Dialysis, LLC	Delaware

Name - Continued	**Jurisdiction of Organization**
Monad Dialysis, LLC	Delaware
Monett Dialysis, LLC	Delaware
Moraine 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 D✔ben GmbH	Germany
MVZ DaVita Dillenburg GmbH	Germany
MVZ DaVita Dinkelsb✔hl GmbH	Germany
MVZ DaVita Dormagen 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 Iserlohn GmbH	Germany
MVZ DaVita Mönchengladbach 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 Schwalm-Eder GmbH	Germany
Myrtle Dialysis, LLC	Delaware
Nansen Dialysis, LLC	Delaware
Natomas Dialysis, LLC	Delaware
Nauvue Dialysis, LLC	Delaware
Navarro Dialysis, LLC	Delaware
Navin Dialysis, LLC	Delaware
NCA - Mid-Atlantic, LLC	Delaware
NCA-National, LLC	Delaware
NCA-SoCal, LLC	Delaware
Neoporte Dialysis, LLC	Delaware
Nephrology Care Alliance, 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

Name - Continued	Jurisdiction of Organization
Norte Dialysis, LLC	Delaware
Northeast Ohio Home Dialysis, LLC	Delaware
Noster Dialysis, LLC	Delaware
Odiorne Dialysis, LLC	Delaware
Ogano Dialysis, LLC	Delaware
Ohio River Dialysis, LLC	Delaware
Okanogan Dialysis, LLC	Delaware
Olive Dialysis, LLC	Delaware
Orange Dialysis, LLC	California
Ordust Dialysis, LLC	Delaware
Orion Dialysis, LLC	Delaware
Osage Dialysis, LLC	Delaware
Owens Dialysis, LLC	Delaware
Owyhee Dialysis, LLC	Delaware
Palmetto Dialysis, LLC	Delaware
Palo Dialysis, LLC	Delaware
Palomar Dialysis, LLC	Delaware
Panther Dialysis, LLC	Delaware
Parkside Dialysis, LLC	Delaware
Patient Pathways, LLC	Delaware
Patuk Dialysis, LLC	Delaware
Peaks 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
Pinewoods Dialysis, LLC	Delaware
Pittsburgh Dialysis Partners, LLC	Delaware
Placid Dialysis, LLC	Delaware
Plaine Dialysis, LLC	Delaware
Plattaz 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

Name - Continued	Jurisdiction of Organization
Pluribus Dialise, S.A.	Portugal
Pobello Dialysis, LLC	Delaware
Poinsett Dialysis, LLC	Delaware
Pokagon Dialysis, LLC	Delaware
Ponca Dialysis, LLC	Delaware
Portola Dialysis, LLC	Delaware
Prineville Dialysis, LLC	Delaware
Pruneau Dialysis, LLC	Delaware
Pyramid Dialysis, LLC	Delaware
Ramsey Dialysis, LLC	Delaware
Rancho 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 Flower Mound, LLC	Delaware
Renal Center of Fort Dodge, LLC	Delaware
Renal Center of Frisco, LLC	Delaware
Renal Center of Hamilton, 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 Storm Lake, 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 Center of Westwood, LLC	Delaware
Renal Clinic of Houston, 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
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
Rend Dialysis, LLC	Delaware
Revino Dialysis, LLC	Delaware

Name - Continued	Jurisdiction of Organization
Rhodes Dialysis, LLC	Delaware
Rickwood Dialysis, LLC	Delaware
Riddle Dialysis, LLC	Delaware
Ringwood Dialysis, LLC	Delaware
Rio Dialysis, LLC	Delaware
River Valley Dialysis, LLC	Delaware
RNA - DaVita Dialysis, LLC	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
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
Santa Fe Springs 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
Shawano Dialysis, LLC	Delaware
Shayano 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
Siena Dialysis Center, LLC	Delaware
Simeon Dialysis, LLC	Delaware
Sinewa Dialysis, LLC	Delaware
Sloss Dialysis, LLC	Delaware

Name - Continued	Jurisdiction of Organization
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
Southcrest Dialysis, LLC	Delaware
Southern Hills Dialysis Center, LLC	Delaware
Southlake Dialysis, LLC	Delaware
Southwest Atlanta Dialysis Centers, LLC	Delaware
Southwest Rocky Mountain Dialysis, LLC	Delaware
Sparks Dialysis, LLC	Delaware
Sprague Dialysis, LLC	Delaware
Springpond Dialysis, LLC	Delaware
Star Dialysis, LLC	Delaware
Steam 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
Taylor Dialysis, LLC	Delaware
Tenack Dialysis, LLC	Delaware
Terbole Participações Societárias Ltda.	Brazil
Terre Dialysis, LLC	Delaware
The Woodlands Dialysis Center, LP	Delaware
Tolland Dialysis, LLC	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

Name - Continued	Jurisdiction of Organization
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
Tumalo Dialysis, LLC	Delaware
Tunnel Dialysis, LLC	Delaware
Tustin Dialysis Center, LLC	Delaware
Twain Dialysis, LLC	Delaware
Tyler Dialysis, LLC	Delaware
Ubonsie 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
Value-Based Enterprise of District of Columbia, LLC	Delaware
Value-Based Enterprise of Georgia, LLC	Delaware
Value-Based Enterprise Of Great Plains, LLC	Delaware
Value-Based Enterprise of Illinois, LLC	Delaware
Value-Based Enterprise of Louisville, LLC	Delaware
Value-Based Enterprise of Minnesota, LLC	Delaware
Value-Based Enterprise of Nevada, LLC	Delaware
Value-Based Enterprise of New Jersey and Pennsylvania, LLC	Delaware
Value-Based Enterprise Of Northern Ohio, LLC	Delaware
Value-Based Enterprise Of Southern California, LLC	Delaware
Value-Based Enterprise Of Texas And Oklahoma, LLC	Delaware
Value-Based Enterprise Of The South, LLC	Delaware
Value-Based Enterprise Of Virginia, LLC	Delaware
Value-Based Enterprise of Western Pennsylvania, LLC	Delaware
Vancleer Dialysis, LLC	Delaware
Vanell Dialysis, LLC	Delaware
Verde Dialysis, LLC	Delaware
Victory Dialysis, LLC	Delaware
Vilander Dialysis, LLC	Delaware
VillageHealth DM, LLC	Delaware
Villanueva Dialysis, LLC	Delaware
Vively Health, LLC	Delaware
Vogel Dialysis, LLC	Delaware
Waddell Dialysis, LLC	Delaware
Wahconah Dialysis, LLC	Delaware
Wakonda Dialysis, LLC	Delaware

Name - Continued	Jurisdiction of Organization
Walker Dialysis, LLC	Delaware
Wallips Dialysis LLC	Delaware
Walteria Dialysis, LLC	Delaware
Washburne Dialysis, LLC	Delaware
Watkins Dialysis, LLC	Delaware
Wauseon Dialysis, LLC	Delaware
Wayside 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
Wilder Dialysis, LLC	Delaware
Willowbrook Dialysis Center, L.P.	Delaware
Winster Dialysis, LLC	Delaware
Woodcrest Dialysis, LLC	Delaware
Woodford Dialysis, LLC	Delaware
Wyandotte Central Dialysis, LLC	Delaware
Yards Dialysis, LLC	Delaware
Yargol Dialysis, LLC	Delaware
Yucaipa Dialysis, LLC	Delaware
Zara Dialysis, LLC	Delaware
Zellier Dialysis, LLC	Delaware
Zephyrhills Dialysis Center, LLC	Delaware
Zillmar Dialysis, LLC	Delaware

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the registration statements (Nos. 333-240022, 333-239191, 333-213119, 333-190434, 333-169467, 333-158220, 333-144097, 333-86550, and 333-30736) on Form S-8 and the registration statement (No. 333-182572) on Form S-4 of our reports dated February 22, 2023, with respect to the consolidated financial statements and financial statement Schedule II - Valuation and Qualifying Accounts of DaVita Inc. and the effectiveness of internal control over financial reporting.

/s/ KPMG LLP

Seattle, Washington
February 22, 2023

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 22, 2023

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 22, 2023

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, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "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 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 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 22, 2023

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, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "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 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 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 22, 2023

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 Pilchuck Dialysis
Existing Ancillary and Support Agreements and Vendor

Agreement	Vendor
Extensive Facility Maintenance	**CBRE**
Patient Transfer	**Providence Regional Medical center / Kaiser Permanente**
Nursing Home Dialysis Transfer Agreement	**Marysville Care Center**
Janitorial Services	**Clean Net**
Pest Control	**Terminix**
Laboratory Services	**DVA Laboratory Services, Inc.**
Information Management	**Iron Mountain**
Waste Disposal	**Waste Management**
Medical Waste Disposal	**Stericycle**
Stat Laboratory Services	**Quest Diagnostics**
Renal Network	**Northwest Renal Network (Network 16)**
Mutual Emergency Backup Dialysis	**Everett Dialysis Center, Mill Creek Dialysis Center, Pilchuck Dialysis, Cascade Dialysis,**

Appendix 12

Patient Transfer Agreement

FOR COMPANY USE ONLY:
Clinic #: 11160

PATIENT TRANSFER AGREEMENT

This **PATIENT TRANSFER AGREEMENT** (the "Agreement") is made as of the last date of signature hereto (the "Effective Date"), by and between **Providence Health & Services - Washington d/b/a Providence Regional Medical Center Everett** (hereinafter "Hospital") and **Refuge Dialysis, LLC**, a Delaware limited liability company and subsidiary of DaVita HealthCare Partners Inc. ("Company").

RECITALS

WHEREAS, the parties hereto desire to enter into this Agreement governing the transfer of patients between Hospital and the following free-standing dialysis clinic owned and operated by Company:

Pilchuck Dialysis
1250 State Ave.
Marysville, Washington 98270

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 ("TJC") and any other applicable accrediting bodies, and reasonable policies and procedures of the facilities. Transfer record forms shall be completed in detail and signed by the physician or nurse in charge at Company and must accompany the patient to the receiving institution.

(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 keep the administrator or designee of Company advised of the condition of the patients that will affect the anticipated date of transfer back to Company and to provide as much notice of the transfer date 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. Charges for services performed by either party shall be collected by the party rendering such services, directly from the patient, third party payor, or other sources normally billed by the party. Neither party shall have any liability to the other for such charges. The parties shall cooperate with each other in the exchange of information about financial responsibility for services rendered by them to patients who are transferred to Facility.

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, commercial 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) Resolution Through Mediation. 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 State of Washington 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 one (1) year from the Effective Date and shall continue in effect indefinitely after such initial term, except that either party may terminate by giving at least sixty (60) day 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. **COMPLIANCE RELATED MATTERS.** The parties agree and certify that this Agreement is not intended to generate referrals for services or supplies for which payment maybe made in whole or in part under any federal health care program. The parties will comply with statutes, rules, and regulations as promulgated by federal and state regulatory agencies or legislative authorities having jurisdiction over the parties.

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:	Providence Health & Services – Washington d/b/a Providence Regional Medical Center Everett 1231 Colby Avenue Everett, Washington, 98201 Attention: CEO
If to Company:	Refuge Dialysis, LLC C/o: DaVita HealthCare Partners Inc. 1250 State Ave. Marysville, Washington, 98270 Attention: Facility Administrator

With copies to: Refuge Dialysis, LLC
C/o: DaVita HealthCare Partners Inc.
601 Hawaii Street
El Segundo, California 90245
Attention: Group General Counsel

DaVita HealthCare Partners Inc.
2000 16th St., 12th Floor
Denver, Colorado 80202
Attention: General Counsel

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 State of Washington 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. <u>APPROVAL BY DAVITA HEALTHCARE PARTNERS INC. ("DAVITA") AS TO FORM.</u> 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 hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Hospital:

Providence Regional Medical Center Everett

By: ______________________

Name: Sheri Feeney

Its: Chief Financial Officer

Date: 12-3-2014

Company:

Refuge Dialysis, LLC, a Delaware limited liability company

BY: Total Renal Care, Inc., a California corporation

DocuSigned by: Jason Bosh
BEFD257D9B9641F

By: ______________________

Name: Jason Bosh

Title: Regional Operations Director

Date: December 8, 2014

APPROVED AS TO FORM ONLY:

DocuSigned by: Perri Melnick
A3D3F0C8BAB34A0

By: ______________________

Name: Perri Lyn Melnick

Its: Group General Counsel

DocuSign SECURED

Certificate of Completion

Envelope Number: ABF82DF2A7A6482887BD59353C084D02
Subject: Please DocuSign this document: WA-PTA-Pilchuck#11160Providence Med Ctr.pdf
Source Envelope:
Document Pages: 7
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled

Signatures: 2
Initials: 0

Status: Completed

Envelope Originator:
Ingrid Cortez
2000 16th Street
Denver, CO 80202
ingrid.cortez@davita.com
IP Address: 142.136.87.103

Record Tracking

Status: Original
12/8/2014 6:48:24 PM MT

Holder: Ingrid Cortez
ingrid.cortez@davita.com

Location: DocuSign

Signer Events	Signature	Timestamp
Jason Bosh jason.bosh@davita.com Divisional Vice President Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/8/2014 9:45:00 PM MT ID: a216c43f-a0a5-4e58-8e0b-32f870ab02d3	DocuSigned by: Jason Bosh Using IP Address: 131.191.24.3	Sent: 12/8/2014 7:10:36 PM MT Viewed: 12/8/2014 9:45:00 PM MT Signed: 12/8/2014 9:45:31 PM MT
Perri Melnick perri.melnick@davita.com Group General Counsel Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/9/2014 8:36:45 AM MT ID: 00dcd449-e545-4d74-a600-ecd2e39d2786	DocuSigned by: Perri Melnick Using IP Address: 66.170.92.15	Sent: 12/8/2014 9:45:33 PM MT Viewed: 12/9/2014 8:36:45 AM MT Signed: 12/9/2014 8:37:13 AM MT

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
Linda O'Connell linda.oconnell@davita.com DaVita Healthcare Partners Inc. Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	COPIED	Sent: 12/9/2014 8:37:15 AM MT

Notary Events		Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/9/2014 8:37:15 AM MT
Certified Delivered	Security Checked	12/9/2014 8:37:15 AM MT
Signing Complete	Security Checked	12/9/2014 8:37:15 AM MT
Completed	Security Checked	12/9/2014 8:37:15 AM MT

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 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 California 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

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

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

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-

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

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

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.

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 <u>required</u> 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.

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: <u>Patient Financial Evaluation Policy</u>

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:

- 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.

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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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.

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.

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.

Origination Date: March 2008
Revision Date: September 2008, December 2008, September 2009, March 2010, September 2016

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

INLAND WESTERN MARYSVILLE, L.L.C. ("LESSOR")

AND

REFUGE DIALYSIS, LLC ("LESSEE")

Dated: May 30 **, 2012**

Marysville, WA

SUMMARY OF LEASE INFORMATION

Possession Date:	See Section 1
Commencement Date:	See Section 1
Termination Date:	See Section 1
Lessor:	Inland Western Marysville, L.L.C.
Address of Lessor:	2901 Butterfield Road Oak Brook, IL 60523
Lessee:	Refuge Dialysis, LLC
Address of Lessee:	c/o DaVita Inc. 1551 Wewatta Street Denver, CO 80202 Attn: General Counsel c/o DaVita Inc. 601 Hawaii Street El Segundo, CA 90245 Attn: Group General Counsel
Premises Address:	1250 State Avenue, Marysville, WA 98270
Premises Rentable Area:	approximately 6,375 square feet
Shopping Center Rentable Area:	approximately 115,956 square feet
Monthly Base Rent:	$7,968.75
Lessee's Proportionate Share:	5.5%

The foregoing Summary of Lease Information is incorporated into and made a part of the Lease. If any conflict exists between the Summary of Lease information and the Lease, then the Lease shall control.

THIS LEASE AGREEMENT (the "Lease") is made and entered as of May 30, 2012, by and between **INLAND WESTERN MARYSVILLE, L.L.C.** (hereinafter called "Lessor"), and **REFUGE DIALYSIS, LLC** (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 located at 1220 to 1262 State Avenue, Marysville, WA, 98270, as more particularly described and shown on Exhibit A (the "Shopping Center"), together with all improvements thereon and appurtenant rights thereto including, without limitation, parking areas, easements, declarations and rights of way; and

WHEREAS, the Shopping Center contains approximately One Hundred Fifteen Thousand Nine Hundred Fifty-Six (115,956) rentable square feet (the "Shopping Center Rentable Area") and the leased premises (the "Premises") shall consist of approximately Six Thousand Three Hundred Seventy-Five (6,375) rentable square feet (the "Premises Rentable Area") as shown on the site plan attached hereto as Exhibit A and more fully depicted on the floor plan attached hereto as Exhibit B.

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 by all parties hereto (the "Effective Date"). Lessee shall accept possession of the Premises in its as-is condition upon Lessor's tendering possession thereof to Lessee. Lessor shall deliver possession of the Premises to Lessee on December 1, 2012 (said date, or any other date agreed to in writing by the parties the "Possession Date").

The term of the Lease shall be for one hundred twenty (120) months ("Term") and shall commence on that date that is the earlier of (a) the date Lessee opens for business in the Premises or (b) December 1, 2013 (said earlier date the "Commencement Date"). The expiration date of the Term of the Lease shall be one hundred twenty (120) months following said 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 and Lessee shall execute and return said memorandum to Lessor within fifteen (15) business days of receipt of the same. Except for Lessee's obligations with respect to Rent, additional rent, and except as otherwise specifically provided in the Lease, the terms and conditions of this Lease shall apply on the Effective Date.

At the termination of this Lease by lapse of time or otherwise, or upon termination of Lessee's right of possession without termination of this Lease, Lessee shall surrender possession of the Premises to Lessor and deliver all keys to the Premises to Lessor and make known to Lessor the combination of all locks of vaults then remaining in the Premises, and, subject to the following paragraph, shall return the Premises and all equipment and fixtures of Lessor therein to Lessor in good condition, reasonable wear and tear, casualty and condemnation excepted.

Notwithstanding anything contained herein to the contrary, the parties hereto acknowledge and confirm that this Lease and the commencement and enforceability of all its terms and conditions is contingent upon the Lessor obtaining possession of the Premises from the existing tenant. Lessor hereby covenants to exercise good faith efforts to meet this contingency and deliver possession of the Premises in a timely manner. Upon notice by Lessor to Lessee that this contingency cannot be satisfied, this Lease shall automatically terminate and any Rent and additional rent paid in advance by Lessee shall be promptly returned to Lessee, and the parties shall thereupon have no further liability or obligations to the other under this Lease or otherwise with respect to the Premises. Notwithstanding the foregoing, but subject to any Force Majeure Event, Lessee shall have the option to terminate this Lease, by delivery of written notice to Lessor prior to the actual occurrence of the Possession Date, in the event the Possession Date does not occur on December 1, 2012.

2. Rent. Beginning on the Commencement Date, Lessee agrees to pay an initial annual base rent ("Rent") of Ninety-Five Thousand Six Hundred Twenty-Five and 00/100 Dollars ($95,625.00), based on a Fifteen and 00/100 Dollar ($15.00) per rentable square foot amount. Accordingly, beginning on the Commencement Date, Lessee shall pay Rent in the amount of $7,968.75 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 and in accordance with the Rent Schedule set forth on Exhibit K attached hereto. 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. In the event any portion of Rent or additional rent is not paid by Lessee within ten (10) days after notice from Lessor that said payment is past due, then immediately and without further notice to Lessee such sums shall accrue interest at the rate of (i) five percent (5%) per annum over the prime rate of interest announced from time to time by U.S. Bank National Association, or its corporate successor or (ii) the maximum rate allowed by law, whichever is less (said rate referred to herein as the "Interest Rate"). Notwithstanding the foregoing, Lessor shall not impose such Interest Rate as to the first late payment in any given Lease Year, unless Lessee fails to pay the late payment to Lessor within ten (10) days after delivery of written notice from Lessor to Lessee as set forth in Section 15.1. 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 the foregoing, in the event Lessee has not provided Lessor with the Notice to Proceed (as defined in Section 36) by the Possession Date (December 1, 2012), and Lessee has not terminated the Lease pursuant to Section 46 of this Lease, commencing on the

Possession Date, Lessee agrees to pay Lessor a monthly holding fee ("Holding Fee") in the amount equal to one-half (1/2) of initial Rent per month ($3,984.38) and Lessee's Proportionate Share of Operating Expenses (as defined in Section 8) ($2,204.69) until the earlier of (i) the date that Lessee provides Lessor with the Notice to Proceed; (ii) the date that is the last day of the twelfth (12th) month following the Possession Date; or (iii) the date Lessee terminates this Lease pursuant to Section 46 of this Lease. Lessee shall commence full payment of Rent and Lessee's Proportionate Share of Operating Expenses upon the occurrence of items (i) or (ii) above. In the event Lessee has not provided Lessor with the Notice to Proceed by the date that is the first day of the thirteenth (13th) month following the Possession Date and Lessee has not terminated the Lease pursuant to Section 46 of this Lease, Lessee agrees to pay Lessor, as a Holding Fee, an amount equal to the monthly Rent then due and payable for the applicable Lease Year (as set forth in Exhibit K) and Lessee's Proportionate Share of Operating Expenses for said Lease Year (as defined in Section 8) until the earlier of (i) the date that Lessee provides Lessor with the Notice to Proceed; or (ii) the date Lessee terminates this Lease pursuant to Section 46 of this Lease. Lessee shall commence full payment of Rent and Lessee's Proportionate Share of Operating Expenses upon the occurrence of item (i) above. In the event Lessee has not terminated this Lease as aforesaid and as provided in Section 46, then commencing on the first day of the thirty-seventh (37th) month of the Term, Lessee shall pay to Lessor the full Rent then due and payable (as identified on Exhibit K).

Actual square footage for the Premises will be determined with all measurements computed from the outside face of the outside walls to the middle of any interior walls which are adjacent to another premises in the Shopping Center. Lessee may elect to have the space measured within thirty (30) days following the Possession Date. If the square footage is found to be greater or less than three percent (3%) of 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) from and after the Commencement Date 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%) per rentable square foot over the Rent for the prior Lease Year as depicted on Exhibit K attached hereto.

4. Renewals. Lessee shall have the right and option to renew this Lease for two (2) 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, said option to renew shall be null and void. 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, which shall be at Fair Market Rent (as defined herein). Fair Market Rent for a Renewal Term shall mean the rental and escalations that Lessor could obtain from a third party desiring to lease the Premises (after taking into consideration 100% of the rental inducements then given to new tenants in comparable buildings in the Marysville, Washington area) and shall be determined by Lessor, within thirty (30) days of Lessee's receipt of its election to extend the Term, in relation to comparable (in quality, location and size) space located in the Shopping Center market ("Fair Market Rent"). If Lessee disputes Lessor's determination of Fair Market Rent, Lessee will deliver notice of such dispute together with Lessee's proposed Fair Market Rent to Lessor within fifteen (15) days of Lessee's receipt of Lessor's determination of Fair Market Rent. If the Lessee disputes the Fair Market Rent submitted by Lessor the parties will attempt, in good faith, to agree upon the Fair Market Rent. If the parties fail to agree within 30 days, the parties shall appoint two (2) appraisers, one selected by Lessee and one selected by Lessor within thirty (30) days of such date. If either party fails to appoint an appraiser within such thirty (30) day period, the appraiser appointed by such other party shall make the Fair Market Rent 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, Fair Market Rent 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 Fair Market Rent within ten (10) days and the appraisal closer to the third (3rd) appraiser's determination of Fair Market Rent shall be deemed to be the Fair Market Rent. 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 shall deliver the Premises in its "AS IS, WHERE IS" condition. 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"), and for no other purpose without Lessor's written consent. Without limiting the foregoing, Lessee's use of the Premises shall be subject to the following: (i) the Prohibited Uses as set forth in Exhibit I; (ii) the Shopping Center Exclusive Uses as set forth in Exhibit H; and (iii) the Shopping Center specific

Prohibited Uses as set forth in Exhibit H. 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, subject to all applicable laws, codes, regulations and ordinances, may operate, up to twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year. Lessee agrees to comply with all orders, rules, regulations and requirements of any governmental body relating to the manner of Lessee's use and occupancy of the Premises, or alterations hereafter made by the Lessee, and Lessee will pay all costs and expenses incidental to such compliance and will indemnify and save harmless Lessor therefrom.

Lessor shall not sell, rent or permit any property owned, leased or controlled by Lessor within a radius of three (3) miles from the Premises to be occupied or used by a business that provides or offers any 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 for two (2) years following the termination or expiration of this Lease.

Notwithstanding the preceding to the contrary and commencing on the first day of the thirty seventh (37^{th}) month of the Term, Lessee shall have the right to cease to conduct business ("Go Dark") in the Premises following the date Lessee opens for business within the Premises. In entering into this Lease, Lessor is not relying upon Lessee's operation of its business from the Premises. Following the expiration of the first thirty-six (36) months of the Term, nothing in this Lease shall be construed to require a business to be continuously operated in the Premises or to require the Premises to be continuously occupied. However, in the event that the Premises ceases to be operated for business for a period in excess of one hundred twenty (120) consecutive days (other than any cessation of operations resulting from casualty, condemnation, renovations and repairs, licensing or compliance issues, or other Force Majeure Event) following the expiration of the thirty-sixth (36^{th}) month of the Term, Lessor shall thereafter prior to resumption of business operations from the Premises have the right to terminate this Lease, as its sole and exclusive remedy, effective upon sixty (60) days prior written notice to Lessee; provided, however, that in the event Lessee or a Transferee commences operation for business with the general public from the Premises during such sixty (60) day period, then Lessor's election to terminate shall be nullified and this Lease shall continue in full force and effect. Upon any such termination, neither Lessor nor Lessee shall have any further duties and obligations hereunder (provided that all Rent due hereunder shall be prorated based on the subject termination date) except as specifically set forth in this Lease.

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.

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. A condition of any assignment or sublease is the agreement of the parties that Lessor shall receive the full and complete Rent payment of any transferee even though such payments may be in excess of the original Rent between Lessor and Lessee and Lessee; provided, however, Lessee shall be permitted to deduct from any excess Rent, Lessee's marketing costs and brokerage commissions incurred by Lessee in connection with the assignment or sublease space subject to the transfer.

Notwithstanding the preceding to the contrary, Lessee may assign its entire interest under this Lease or sublet the Premises to a wholly owned corporation, affiliate, subsidiary or parent of the Lessee or to any successor to Lessee by purchase, merger, consolidation or reorganization (hereinafter collectively referred to as "Corporate Transfer") without the consent of Lessor, provided: (i) Lessee is not in an event of default under this Lease beyond applicable notice and cure periods; (ii) if such proposed transferee is a successor to Lessee by purchase, said proposed transferee shall acquire all or substantially all of the stock or assets of Lessee's business or, if such proposed transferee is a successor to Lessee by merger, consolidation or reorganization, the continuing or surviving corporation shall own all or substantially all of the assets of Lessee; (iii) such proposed transferee operates the business in the Premises for the Permitted Use and no other purpose; and (iv) Lessee shall remain primarily liable for all obligations under this Lease in the event of any Corporate Transfer (except as otherwise expressly set forth herein). As used herein, the word "control" means the right and power, directly or indirectly, to direct or cause the direction of the management and policies of a person or business entity, corporate or otherwise, through ownership or voting securities, by contract or otherwise. Lessee shall give Lessor written notice within thirty (30) days of the effective date of such Corporate Transfer, unless notice is prohibited by law or by binding agreement. As used herein, the term "affiliate" shall mean a business entity controlling, controlled by or under common control with Lessee and the term "subsidiary" shall mean a corporate entity wholly owned by Lessee or by Lessee's parent company or at least fifty-one percent (51%) of whose voting stock is owned or controlled by Lessee. Notwithstanding the preceding to the contrary, in the event of a Corporate Transfer to an entity whose tangible financial net worth is less than that of Lessee's as of the date of this Lease, it shall be a requirement in order for the Corporate Transfer to take effect that DaVita Inc. provide Lessor with a guaranty for payment and performance which shall be effective until the end of the applicable term or extension term, as the case may be, on a commercially reasonable form that is acceptable to both Lessor and Lessee.

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.

8.1 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 Shopping Center ("CAM Charges") and insurance premiums for the insurance maintained by Lessor under this Lease ("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 Shopping Center and Premises. 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.

"Lessee's Proportionate Share" is the quotient obtained by dividing the Premises Rentable Area by the Shopping Center Rentable Area. Lessee's Proportionate Share as of the Commencement Date will be 5.5%. Lessee's Proportionate Share shall be adjusted in the event the Shopping Center Rentable Area changes at any time. Lessor represents that the Shopping Center Rentable Area has been determined without reference to whether such area is actually leased or occupied.

"Taxes" shall mean real property taxes, public charges and assessments assessed or imposed upon the Shopping Center, 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.

"CAM Charges" shall include all expenditures incurred by or on behalf of Lessor in operating, maintaining, repairing or replacing (to the extent not prohibited by Section 8.5(j) herein) the Shopping Center and Common Areas, subject to any limitations set forth in Section 8.5 below.

"Insurance" shall include all of Lessor's costs relating to insuring the common facilities or the Shopping Center as a whole or the operations thereon including, but not limited to, casualty insurance, flood insurance, rent loss insurance, fire insurance and extended coverage as well as general liability insurance, umbrella liability insurance, bodily injury, public liability, property damage liability, automobile insurance, sign insurance, and any other insurance carried by Lessor in limits selected by Lessor (whether procured and or carried through third party insurance companies, captive insurance companies, programs of self-insurance or blanket policies of insurance or any combination of the foregoing), subject to any limitations set forth in Section 8.5 below.

Lessee's Proportionate Share of initial Operating Expenses is estimated at $4.15 per square foot per annum, of which $1.65 is attributable to Lessee's CAM Charges. From and after the first full Lease Year, Lessee's liability for the "Controllable CAM Charges" shall not increase by more than four percent (4%) over Lessee's liability for "Controllable CAM Charges" for the previous Lease Year, on a non-cumulative basis. "Controllable CAM Charges" shall mean only those items included in CAM Charges where the cost or expense thereof shall be within the reasonable ability of Lessor to control. Specifically <u>excluded</u> from Controllable CAM Charges, without limitation, are the costs and expenses of Taxes, Insurance, snow and ice removal, and utilities for the Shopping Center.

8.2 As of the Possession Date, Lessee shall be solely responsible for and shall pay the cost of all utilities and other services necessary in the operation of the Premises, including but not be limited to, gas, water and sewer, fuel oil, electrical, telephone, trash and other utility charges. The Premises shall be separately metered for all utilities, including gas, water and electricity.

8.3 Lessor shall make available at Lessor's home office, currently the same location as Lessor's notice address, or at the Shopping Center, 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 (provided, Lessee shall not use auditors paid on a contingency fee basis) 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, as reasonably agreed to by Lessor, discloses an overcharge of more than five percent (5%), Lessor shall reimburse Lessee its actual costs incurred in connection with such audit, provided, however, in no event shall Lessor be required to reimburse Lessee more than $3,750.00 for Lessee's audit costs. In addition, Lessee agrees that said audit shall not be performed on a contingency or success fee basis.

8.4 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 abate to the same extent and in the same manner, unless otherwise specifically provided for in this Lease.

8.5 Notwithstanding the foregoing, the term "CAM Charges" does <u>not</u> include the following: (a) depreciation of the Shopping Center, and all equipment, fixtures, improvements and facilities used in connection therewith; (b) 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 Shopping Center; (c) the cost of leasehold improvements, including redecorating or otherwise improving, painting, decorating or redecorating space or vacant space for other lessees of the Shopping

Center, except in connection with general maintenance of the Shopping Center; (d) cost of any "tap fees" or any sewer or water connection fees for the benefit of any lessees in the Shopping Center; (e) fees and expenses (including legal and brokerage fees, advertising, marketing and promotional costs) paid by Lessor in connection with the lease of any space within the Shopping Center, including subleasing and assignments; (f) any validated parking for any entity; (g) all costs incurred by Lessor in connection with any negotiations or disputes and/or litigation with lessees or occupants within the Shopping Center or prospective lessees of the Shopping Center; (h) 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 Shopping Center; (i) the cost of any work or service performed for any lessee in the Shopping Center (other than Lessee) to a materially greater extent or in a materially more favorable manner than that furnished generally to lessees (including Lessee) in the Shopping Center, except for repairs and maintenance of general applicability which may be performed in phases; (j) the cost of any repair or replacement which would be required to be capitalized under generally accepted accounting principles ("GAAP"); (k) 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 (except as typical Operating Expense reimbursements by other tenants and occupants); (l) payments of ground rents and related sums pursuant to a ground lease in favor of a ground lessor; (m) wages, salaries or other compensation paid to any employees at or above the grade of building manager; (n) Lessor's general overhead (including the equipment, fixtures and facilities used in connection with the management of the Shopping Center) and administrative expenses which are not chargeable to Operating Expenses of the Shopping Center in accordance with generally accepted accounting principles, including salaries and expenses of Lessor's executive officers; provided, however, Lessee shall pay to Lessor an administrative fee of an amount not to exceed fifteen percent (15%) of the aggregate of the sum of items CAM Charges; (o) the cost of correcting defects (latent or otherwise) in the construction of the Shopping Center or in the Shopping Center equipment, except that conditions (other than construction defects) resulting from ordinary wear and tear shall not be considered defects for purposes hereof; (p) the cost of installing, operating and maintaining any specialty service (e.g., observatory, broadcasting facility, luncheon club, retail stores, newsstands or recreational club); (q) any expenses incurred by Lessor for the use of any portions of the Shopping Center to accommodate events, including but not limited to shows, promotions, kiosks, displays, filming, photography, private events or parties, ceremonies and advertising beyond the normal expenses otherwise attributable solely to Shopping Center services, such as lighting and HVAC to such public portions of the Shopping Center in normal operations during standard Shopping Center hours of operation; (r) any costs representing an amount paid to an entity related to Lessor which is in excess of the commercially reasonable amount for similar shopping centers in similar markets which would have been paid absent such relationship; (s) any entertainment, dining, or travel expenses of Lessor for any purpose; (t) costs related to maintaining Lessor's existence, either as a corporation, partnership, or other entity; (u) any expenses for repairs or maintenance to the extent covered by warranties or service contracts; (v) any type of utility service which is separately metered to or separately charged or paid by Lessee or any other lessee in the Shopping Center; (w) the cost of any environmental remediation for which Lessor is responsible under Section 10 of this Lease; (x) all ad valorem taxes paid or payable by Lessee or other lessees in the Shopping Center for (i) personal property and (ii) on the value of the leasehold improvements in the Premises or the Shopping Center or other lessees in the Shopping Center (in this connection it is agreed that Lessee shall be responsible for the payment of ad valorem taxes on Lessee's own leasehold improvements); (y) all items and services for which Lessee pays third parties; (z) the cost of any item which is an expense or cost to Lessor in connection with Lessor's work to prepare the Premises for occupancy by Lessee including any allowances or credits granted to Lessee in lieu of a payment by Lessor; (aa) parking area replacement occurring more than once every ten (10) years; (bb) any cost of insurance premiums which exceed that of a commercially reasonable premium for such insurance coverage required under Section 16.1 if Lessor elects to self-insure ("commercially reasonable" meaning the allocation of premiums that would be quoted for the same type of property or portfolio of properties); (cc) any cost of insurance premiums that exceeds the overall premium that is allocable to the Shopping Center if Lessor maintains a blanket policy that insures other properties owned by Lessor; and (dd) any item which is included in the Operating Expenses which, but for this provision, would be included twice.

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 interior non-structural Alterations to the Premises which do not exceed in cost Thirty Thousand Dollars ($30,000.00) in the aggregate during each Lease Year and which do not affect any electrical, plumbing, mechanical or HVAC systems serving the Shopping Center 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 Premises during the Term all Alterations, Lessee improvements and any and all furniture, removable trade fixtures, equipment and personal property ("Fixtures") installed or located on or in the 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.

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, Lessee 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 Lessor's signage criteria set forth on Exhibit G-1 and subject to Lessor's prior written consent, which shall not be unreasonably withheld conditioned or delayed, including a sign on the exterior of the Shopping Center. 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 Shopping Center or complex.

Lessee, at its sole cost and expense, shall be permitted to install one panel on the existing pylon sign in the location shown on Exhibit G-2. Fabrication, installation and maintenance (or replacement) of Lessee's pylon panel shall be at Lessee's sole cost and expense, provided, however, Lessor shall approve Lessee's panel prior to Lessee's installation of the same.

Additionally, Lessee shall be responsible for Lessee's pro rata share (determined based on the percentage of signage space occupied by Lessee) of the maintenance costs of the pylon sign.

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 and in compliance with Environmental Laws, 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, hibiclens, 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 Possession 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 Possession Date in or from the Premises of any Hazardous Substances; (c) Lessee's use, storage, transportation, generation, disposal, release or discharge after the Possession Date of Hazardous Substances, to, in, on, under, about or from the Premises; or (d) Lessee's failure after the Possession Date to comply with any Environmental Law. Lessee agrees to remediate at Lessee's expense promptly upon receipt of notice from Lessor any condition described in (a) through (d) of the previous sentence.

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 Possession Date in, on, under, or about the Premises or Shopping Center of any Hazardous Substances and not caused by caused by Lessee or its agents, servants, employees, guests, invitees and/or independent contractors; (b) any discharge or release caused by Lessor, its agents, employees, or contractors prior to the Possession Date in or from the Premises or

Shopping Center 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 Shopping Center; or (d) Lessor's failure to comply with any Environmental Law. Lessor agrees to remediate, in accordance with and to the extent required by all applicable Environmental Laws, at Lessor's expense immediately upon receipt of notice from Lessee any condition described in (a) through (d) of the previous sentence and any other condition affecting the Premises to the extent same is not caused by caused by Lessee or its agents, servants, employees, guests, invitees and/or independent contractors.

To Lessor's actual knowledge, (which knowledge is limited to the contents of the Phase 1 environmental report dated July 22, 2009 prepared by ATC Associates (the "Report") a copy of which Report has been delivered to Tenant), except as is contained in the Report, Lessor represents and warrants to Lessee that as of the Possession Date (a) there are no Hazardous Substances on the Premises, including without limitation asbestos or mold, and (b) Lessor has received no notice from any governmental or private entity relating to Hazardous Substances on the Premises.

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.

Notwithstanding anything in the Lease to the contrary, Lessee in the course of its business in the Premises, may be responsible for the handling, collecting, removal and disposal of medical or related waste considered to be a bio-hazard ("Bio-Hazard Waste"). The handling, collecting, removal and disposal of any and all Bio-Hazardous Waste shall be at Lessee's sole cost and expense. Lessee shall place all Bio-Hazardous Waste in separate receptacles, clearly label such receptacles and promptly remove them or have them removed by a licensed Bio-Hazardous Waste removal company from the Premises. In addition, Lessee shall comply with any laws, rules and regulations enacted by any local, state or federal agency related to the handling of Bio-Hazard Waste. Upon receipt of a written request from Lessor, Lessee shall provide Lessor with evidence of its compliance with all applicable laws, rules and regulations. Lessee shall indemnify, defend and hold Lessor harmless from any and all claims, actions, damages, injuries, liabilities, costs and expenses arising from Lessee's and/or Lessee's agents handling, collecting, removing or disposing of any and all Bio-Hazardous Waste and/or Lessee's agents failure to comply with any and all laws, rules and regulations enacted by any local, state, or federal agency relating to the Bio-Hazardous Waste.

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, then:

11.1 if the damage to the Premises is so substantial that: (i) the repair, restoration or rehabilitation of such damage cannot reasonably be expected to be substantially completed within two hundred ten (210) days from the date of such damage, then Lessee or Lessor may elect to terminate this Lease by giving written notice to the other party within thirty (30) days of the date of such fire or casualty. If Lessor elects to terminate this Lease, and such termination would occur in the last year of the Term, such termination shall not be effective if Lessee elects (within ten (10) days after receipt of Lessor's notice of termination) to renew this Lease by exercising any remaining options which are described in Section 4 hereof for an additional period of not less than five (5) years.

11.2 if not so terminated, Lessor shall proceed with all due diligence to repair, restore or rehabilitate the Shopping Center, to substantially its former condition as of the Possession Date, at Lessor's expense. Notwithstanding the foregoing, in the event Lessor proceeds to have any damage restored as aforesaid, Lessee agrees that promptly after completion of such repairs by Lessor, it will proceed with reasonable diligence and at its sole cost and expense to rebuild, repair and restore its signs, fixtures, equipment and to construct and install leasehold improvements. In no event shall Lessor be obligated to repair or restore any special equipment or improvements installed by Lessee, it being understood that Lessor's restoration obligations shall be limited to restoration of the Shopping Center 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 untenantable of the Premises during the period of restoration.

Notwithstanding the foregoing, in the event Lessor proceeds to have any damage restored as aforesaid, Lessee agrees that promptly after completion of such repairs by Lessor, it will proceed with reasonable diligence and at its sole cost and expense to rebuild, repair and restore its signs, fixtures, equipment and to construct and install leasehold improvements; provided, however, that the Rent abatement provided for shall continue during such period of restoration until the earlier of the date Lessee reopens for business in the Premises or one hundred eighty (180) days after Lessor delivers possession of the Premises to Lessee. In no event shall Lessor be obligated to repair or restore any special equipment or improvements installed by Lessee, it being understood that Lessor's restoration obligations shall be limited to restoration of the Shopping Center. In the event that Lessor does not restore the Premises, Lessee may retain all insurance proceeds applicable to Alterations and Lessee improvements constructed by Lessee at its expense.

12. Eminent Domain.

12.1 Taking. If by any lawful authority through condemnation or under the power of eminent domain: (a) the whole of the Premises shall be permanently taken; (b) less than the entire Premises shall be permanently taken, but the remainder of the Premises, are not, in Lessee's reasonable business judgment, fit for Lessee to carry on its business therein; (c) Lessee determines, in its reasonable business judgment, that after such taking adequate parking space will not be available near the Premises; (d) there is any substantial impairment of ingress or egress from or to or visibility of the Premises; or (e) 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.

12.2 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.

12.3 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 sixty (60) 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.

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 leased Premises or Shopping Center 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 leased Premises or Shopping Center 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.

15.1 Lessee Default and Lessor Remedies. In the event that (a) 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, provided, however, in no event shall Lessor be required to send more than two (2) written notices of a monetary default in any Lease Year during the Term; (b) 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 (c) 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 (d) 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, (i) proceed for past due installments of Rent due, reserving its right to proceed later for the remaining installments; or (ii) declare the rights of Lessee under this Lease terminated, and thereafter recover possession of the Premises through legal process, or (iii) exercise any other remedies available at law or equity.

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 Lessee improvements.

15.2 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 (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 right to remedy such Lessor Default and, in connection therewith, incur reasonable expenses on the account of Lessor, and any and all such reasonable sums expended or obligations incurred by Lessee in connection therewith shall be paid by Lessor to Lessee within thirty (30) days of demand. If Lessor fails to timely 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 Interest Rate 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; provided Lessee shall not deduct more than fifty percent (50%) of any one monthly Rent payment at one time. 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. For the purpose of this Section 15, an "emergency" means a condition or state of facts which if not promptly corrected would jeopardize the health and safety of Lessee, or Lessee's customers, employees, and invitees and/or result in further damage to the Premises or its contents.

If this Lease is terminated for any reason under this Section 15 before the first (1^{st}) 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 (1^{st}) anniversary of the Commencement Date, both parties agree to comply with such applicable Law.

16. Insurance.

16.1 Lessor's Insurance. During the Term of this Lease and subject to Lessee's reimbursement for Lessee's Proportionate Share of Insurance as more particularly set forth in Section 8 of this Lease, Lessor shall procure and maintain in full force and effect with respect to the Shopping Center (a) 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 (b) 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 Shopping Center 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 Shopping Center. Lessor may carry any insurance required under this Lease through third party insurance companies, captive insurance companies, programs of self-insurance or blanket policies of insurance or any combination of the foregoing, provided, however, the amount of the total insurance allocated to this Lease is sufficient to furnish in protection the equivalent of separate policies in the amounts herein required and in all other respects, any such policy or policies shall comply with the other provisions of this Lease.

16.2 Lessee's Insurance. Lessee covenants and agrees to keep Lessee Improvements (as defined in Section 35 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 covering Lessee's improvements, betterments, contents (including inventory, machinery and equipment). 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. 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. Lessee shall also maintain worker's compensation insurance covering all employees, agents and contractors of Lessee performing work in, on, or with respect to the Premises, in amounts not less than those required by applicable law and medical errors and omissions insurance covering Lessee's business for errors and omissions committed in the course of providing advice, expertise, or other services with limits of not less than $3,000,000.

Notwithstanding anything contained herein to the contrary, Lessee may carry any insurance required by this Lease under a blanket policy or under a policy containing a self insured retention, provided: (i) Lessee or Lessee's parent company, DaVita Inc., has a liquid net worth in excess of $100,000,000.00 as demonstrated in publicly available financials; (ii) Lessee or Lessee's parent company maintains a reasonable and prudent program of self-insurance with respect to such coverage as part of a regular program of self-insurance with reasonable cash reserves set aside for reasonable loss contingencies; (iii) to the extent that any such self-insurance is inadequate to cover the insurance obligations of Lessee set forth herein, Lessee's parent company hereby agrees to indemnify Lessor from any and all claims, losses, expenses, damages and liability for which Lessor is or may be held liable based on or arising out of any circumstance which would have been: (1) covered by the insurance required to be carried by Lessee hereunder, and (2) the responsibility of Lessee pursuant to the terms of this Lease; and (iv) Lessee delivers to Lessor certificates of self insurance which are consistent with the terms of this paragraph within thirty (30) days of execution of this Lease.

17. Subrogation. Without limiting the generality of any other waivers of claims contained in this Lease, Lessor and Lessee hereby waive any and all claims and rights of recovery against the other and their respective officers, directors, employees, agents and representatives for any loss or damage to their respective property, to the extent such loss or damage is insured against, or required to be insured against pursuant to the terms of this Lease, by Lessor or Lessee (as applicable) pursuant to this Section 17, regardless of fault or negligence and regardless of the amount of insurance proceeds actually collected or collectible under any insurance policies in effect, and Lessor and Lessee each represent and warrant to the other that all such policies permit such waiver and contain, and will contain, enforceable waiver of subrogation endorsements.

Nothing contained herein shall serve as a waiver for any deductible or self-insured risk. In addition, Lessor and Lessee agree that in the event of any loss or damage to their respective property, the party suffering the loss shall resort to its insurance coverage prior to asserting any claim or demand against the party causing the loss.

18. Repairs and Maintenance.

18.1 Lessor's Maintenance Responsibilities. Lessor shall timely maintain in good condition and repair the Common Areas of the Shopping Center 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, flooring (except for floor covering), exterior plumbing, heating, ventilation, cooling and electrical systems of the Shopping Center (but not those exclusively serving the Premises which shall be Lessee's responsibility pursuant to 18.2 below). Lessor shall also be responsible for any damage to the exterior doors and windows of the Premises to the extent any damage to the same is caused by any structural issues which are Lessor's responsibility

18.2 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, including, but not limited to, all HVAC systems installed by Lessee, the plumbing, electrical, sprinkler and mechanical systems exclusively serving the Premises, plate glass, ceilings, floor coverings, interior walls, windows 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 Windermere Professional Partners representing Lessee ("Lessee's Brokers"), and JSH Properties, Inc., representing Lessor. Lessor shall pay Lessee's Brokers a brokerage commission pursuant to a separate agreement. Lessor and Lessee agree that the preceding brokers are the only person/brokerage firms due a commission or fee derivative to this Lease. Except as otherwise provided herein, Lessor and Lessee covenant and agree to indemnify, protect, defend and save the other harmless from any and all loss, costs (including reasonable attorneys' fees and court costs), claims, damages, judgments, suits, causes of action, penalties, fines, expenses and liability that may arise from claims for commissions or fees arising by or through the indemnifying party. The foregoing mutual indemnification shall survive the expiration or earlier termination of this Lease.

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 thirty (30) 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 said thirty (30) day period, 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 Shopping Center and all improvements thereon and has the right and authority to enter into this Lease. Lessor hereby represents to Lessee that Exhibit H attached hereto contains all of the Shopping Center existing exclusives and prohibited use restrictions existing as of the Effective Date of this Lease. 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 in the exercise of its rights under this Lease or elsewhere in this Lease, it shall use commercially reasonable efforts to avoid materially and adversely affecting (a) the visibility of the Premises and Lessee's signage, (b) access to the Premises, (c) the availability for use by Lessee's customers of parking spaces in the immediate vicinity of the Premises, and (d) Lessee's ability to operate the Premises, other than on a temporary basis as reasonably necessary for construction, repair and/or maintenance of the Shopping Center. Lessee shall be entitled to the use of the parking area in accordance with a parking ratio of not less than such amount as may be required by local code (including handicapped parking spaces).

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 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 Shopping Center or improvements thereon which would affect Lessee's use of the Premises and has received no notices alleging violation of any title instrument. Notwithstanding anything to the contrary contained in this Lease, Lessor (and not Lessee) shall be responsible for any non-compliance of the Premises with any Laws or other governmental requirements existing as of the Possession Date to Lessee (and not resulting from the particular nature of Lessee's subsequent use of, or alterations to, the Premises), whenever discovered during the Term of this Lease. Lessor shall further be responsible for any non-compliance of the Common Areas with any Laws or other governmental requirements (and not resulting from the particular nature of Lessee's subsequent use of, or alterations to, the Premises), whenever discovered during the Term of this Lease.

If at any time or from time to time any Alterations, including, without limitation, structural Alterations, are required in order for the Premises or Shopping Center to comply with any generally applicable Laws from time to time applicable to the Premises, Lessor shall 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 or due to Lessee's alterations of the Premises, 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 (a) take any action that would cause it to become a Referral Source as to Lessee, or (b) sell, exchange or transfer the Premises to any individual or entity who is a Referral Source as to Lessee.

23. Intentionally Deleted.

24. Lessee to Subordinate. This Lease is subordinate to any and all mortgages or deeds of trust now existing upon the Shopping Center, or any part thereof, and to all future modifications, consolidations, replacements, extensions and renewals of, and all amendments and supplements to said existing mortgages or deeds of trust. Notwithstanding such subordination, as aforesaid, this Lease, except as otherwise hereinafter provided including, but not limited to, an event of default by Lessee beyond any applicable notice and cure period, shall not terminate or be divested by foreclosure or other default proceedings under said mortgages, deeds of trust, or obligations secured thereby, and Lessee shall attorn to and recognize the landlord, mortgagee, trustee, beneficiary or the purchaser at the foreclosure sale in the event of such foreclosure or other default proceeding, as Lessor for the balance of the Term of this Lease, subject to all of the terms and provisions hereof. The provisions of this paragraph shall be self-operative, but Lessee acknowledges and agrees that as a material consideration inducing Lessor to enter into this Lease, Lessee shall acknowledge same by executing and delivering to Lessor, within fifteen (15) business days, any and all instruments in order to subordinate this Lease and Lessee's rights hereunder, as aforesaid if and only if such requesting party shall execute, deliver and record in the appropriate registry of deeds a recognition and non-disturbance agreement in commercially reasonable form and content. Notwithstanding the foregoing, any such mortgagee, beneficiary, purchaser or tenant may elect to give the rights and interests of Lessee under this Lease (excluding rights in and to insurance proceeds and condemnation awards) priority over the lien of its mortgage or deed of trust or the estate of its lease, as the case may be. In the event of such election and upon the mortgagee, beneficiary or lessor notifying Lessee of such election, the rights and interests of Lessee shall be deemed superior to and to have priority over the lien of said mortgage or deed of trust or the estate of such lease, as the case may be. In such event, Lessee shall execute and deliver whatever instruments may be requested by such mortgagee, beneficiary or lessor to confirm such superiority provided such instruments utilize a commercially reasonable form. In the event of any act or omission by Lessor which would give Lessee the right to damages from Lessor or the right to terminate this Lease, Lessee will not sue for such damages nor exercise any such right to terminate until (i) it shall have given written notice of the act or omission to Lessor and to the holder(s) of the indebtedness or other obligations secured by any mortgage or deed of trust affecting the Premises or of any ground or underlying lease, if the name and address of such holder(s) have been furnished to Lessee, and (ii) the cure periods provided for under this Lease have elapsed following the giving of the notice, during which time Lessor and such holder(s), or either of them, and their agents or employees, will be entitled to enter upon the Premises subject to the terms of this Lease and remedy the act or omission.

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.

26. Memorandum of Lease. Lessee shall not record this Lease without Lessor's written consent, which consent may be withheld or granted in Lessor's sole discretion.

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 (a) sent by registered or certified mail, return receipt requested, postage prepaid or (b) delivered, by hand, or (c) sent by overnight courier such as Federal Express. All notices to Lessor should be addressed to Lessor at c/o RPAI US Management, Inc., 2901 Butterfield Road, Oak Brook, IL 60523; Telephone: (630) 218-8000; Facsimile: (630) 645-7231 or at such other place as Lessor may from time to time designate in written notice to Lessee. **All Rent and additional rent payments shall be sent to: RPAI US Management LLC, 13068 Collections Center Drive, Chicago IL 60693.** All notices to Lessee shall be addressed to Lessee c/o DaVita Inc., 1551 Wewatta Street, Denver, Colorado 80202, Attention: General Counsel, Telephone: (303) 405-2100, Facsimile: (877) 420-6537, with copy to: c/o DaVita Inc., 601 Hawaii Street, El Segundo, CA 90245; 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 150% 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; provided, however, that the liability of Lessor hereunder and any successor in interest and title to the Shopping Center shall be limited to his or its interest in the Shopping Center, and no other assets of the Lessor other than his or its interest in the Shopping Center shall be affected by reason of any liability which said Lessor or successor in interest may have under 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 (other than the payment of Rent or other sums), 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, 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 provide Lessor with written notice of the date when Lessee has obtained a Certificate of Need from the Washington Department of Health (the "CON") that Lessee deems acceptable (such notice is hereinafter referred to as the "Notice to Proceed"). Lessee shall construct its Lessee improvements to the Premises (the "Lessee Improvements") after Lessee receives the Notice to Proceed. 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 electrical and water utilities to a point in the Premises designated by Lessee and for the separate metering for said utilities, provided, Lessee represents that the points of connection existing as of the Possession Date for all utilities are acceptable. 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 Improvements. If Lessee makes any alterations or improvements in the Premises, Lessee must pay for same when made. Nothing in the Lease shall be construed to authorize Lessee or anyone dealing with or under Lessee, to charge the rents of the Premises, or the property of which the Premises form a part, or the interest of Lessor in the estate of the Premises, or any person under and through whom Lessor has acquired its interest in the estate of the Premises, with a mechanic's lien or encumbrance of any kind, and under no circumstances shall Lessee be construed to be the agent, employee or representative of Lessor in the making of any such alterations or improvements to the Premises. If a mechanic's or materialmen's lien is threatened by any contractor or supplier, or in the event of the filing of a notice of any such lien, Lessee will promptly pay same and take steps immediately to have same removed. If the lien is not removed within ten (10) days from the date of written notice from Lessor, Lessor shall have the right at Lessor's option to cause the same to be discharged by record of payment, deposit, bond or order of a court of competent jurisdiction or otherwise, or to pay any portion thereof and of the amounts so paid, including reasonable attorneys' fees and reasonable expenses connected therewith, together with interest on all of the foregoing at the Interest Rate, shall be additional rent due from Lessee to Lessor and shall be paid to Lessor immediately upon rendition to Lessee of bill. Lessee will provide insurance certificates from Lessee's general contractor performing Lessee Improvements.

37. Intentionally Deleted.

38. Lessor's Sale of the Shopping Center. 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 Shopping Center. 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; provided, Lessor shall have the right to approve the location and method of installation thereof, which approval Lessor shall not unreasonably withhold. Lessor's roof consultant may supervise the installation of the communication equipment by Lessee's contractor so as not to invalidate any then effective roof warranty for the building provided Lessor and/or such consultant shall not be entitled to any supervision fee. Lessee shall remove any such communication equipment at the end of the Term. Lessee shall repair any damage caused by such installation, maintenance, repair, replacement and removal, or otherwise caused by such communication equipment. Lessee shall indemnify Lessor for any impairment to Lessor's roof warranty arising out of Lessee's installation of said communications equipment. 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 0 above, this Section 40 shall apply **BUT SHALL HAVE NO EFFECT UNLESS AND 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: (a) 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; (b) 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 (c) 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: (i) the Premises do not exceed that which is reasonable and necessary for the legitimate business of Lessee; (ii) Lessee's Proportionate Share does not exceed Lessee's pro-rata share of expenses for the Premises and common areas based upon the total Shopping Center Rentable Area; and (iii) the rental charges: (1) are set in advance, (2) are consistent with fair market value, (3) 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 (4) 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: (i) the Premises do not exceed that which is reasonable and necessary for the legitimate business of Lessee; (ii) Lessee's Proportionate Share does not exceed Lessee's pro-rata share of expenses for the Premises and common areas based upon the total Shopping Center Rentable Area; and (iii) the rental charges: (1) are set in advance, (2) are consistent with fair market value, (3) 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 (4) 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 reasonable 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.

42.1 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.

42.2 Lessor shall not, without first obtaining Lessee's prior written consent or as required by a court of competent jurisdiction, disclose to any person or organization, or use for its own benefit, any PHI during and after the Lease Term, unless such PHI is required to be disclosed by a court of competent jurisdiction or by any governmental authority.

42.3 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 any Confidential Information or of pertaining to Lessee during and for a period of two (2) years after the Lease Term, unless such Confidential Information is required to be disclosed by a court of competent jurisdiction or any governmental authority. Confidential Information does not include any information that (i) is already lawfully in possession of Lessor, (ii) at the time of disclosure or thereafter is generally available to the public through no fault of Lessor, (iii) is available to Lessor on a nonconfidential basis from a source other than Lessee or its advisors, provided that such source was not known by Lessor to be bound by a confidentiality agreement, or (iv) is independently acquired or developed by Lessor without violating any provision of this Lease. 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 (but not the business terms of the Lease) that Lessor obtains in connection with this Lease, provided, however, Lessor has the right to reveal such Confidential Information to mortgagees, prospective purchasers, attorneys, accounts and such other professionals engaged by Lessor (and agents in such regard) and to Lessor's own managerial and administrative staff, provided however, that such parties shall agree to keep confidential all Confidential Information contemplated herein.

43. Lessor's Consent. Unless otherwise expressly stated herein, whenever Lessor's consent is required under this Lease, such consent shall not be unreasonably withheld or delayed.

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 which is evidenced by the signature block and will be delivered prior to Lessor's execution.

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 Early Termination Option. This Lease is contingent upon Lessee obtaining a CON that it deems acceptable in its reasonable opinion. Lessee may, at any time on or before the last day of the thirty-sixth (36th) month following the Effective Date (the "CON Termination Deadline"), at its sole discretion, terminate this Lease ("Termination Right") by providing Lessor with thirty (30) days prior written notice and the parties hereto shall be released from all liability hereunder as of the effective date of the termination notice except as set forth in this Section 46. Should Lessee so elect to terminate this Lease prior to the expiration of the thirty-sixth (36^{th}) month following the Effective Date, Lessee shall pay Lessor an amount equal to the unamortized portion of the out of pocket costs Lessor proves that it has incurred (as reasonably confirmed by Lessor) for this Lease, including, but not limited to legal fees, unamortized brokerage commissions, and architectural, engineering and construction costs (collectively, the "Reimbursement Amount"), and Lessor shall be entitled to retain any Holding Fees and Rent accrued prior to the effective date of such early termination. Except for Reimbursement Amount and accrued Holding Fees and Rent described in the previous sentence, there shall be no early termination fee due to Lessor for exercising such Termination Right. Notwithstanding the foregoing, in the event Lessee provides Lessor with the Notice to Proceed, but elects to terminate this Lease prior to the CON Termination Deadline (on or before thirty-six (36) months following the Effective Date), Lessee shall (i) pay Lessor the Reimbursement Amount; (ii) forfeit any Holding Fees and Rent accrued prior to the effective date of such early termination; and (iii) pay Lessor an amount equal to three (3) months Rent at the then current rate. No such termination hereunder shall be effective unless Lessee pays to Lessor the sums due hereunder on or before the effective date of the termination notice. Lessee represents, warrants and agrees that it has not and shall not, nor has or shall any affiliate of Lessee or DaVita Inc., apply for a CON within the Service Area (as such term is commonly used by the State of Washington Department of Health) within which the Premises is located, prior to the CON Termination Deadline.

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.

48. Rights Reserved by Lessor. All of the following rights are reserved by Lessor, each of which Lessor may (but without obligation to) exercise without notice or liability to Lessee. The exercise of such rights by Lessor shall not be deemed an eviction, disturbance or disruption of Lessee's use or possession of the Premises.

48.1. Easements. So long as they do not materially adversely affect Lessee's use of, access to, or visibility of the Premises, Lessor expressly reserves all rights in and with respect to the land hereby leased, including (without in any way limiting the generality of the foregoing) the rights of Lessor to establish common areas and grant parking easements to others and to grant, in Lessor's sole discretion, easements to others (even before the establishment of common areas) for the purpose of installing, using, maintaining, renewing and replacing such overhead or underground water, gas, sewer and other pipe lines, and telephone, electric, and power lines, cables and conduits.

48.2. Inspection, Repair, Installation. Lessor reserves the right to, at all reasonable times, by itself or its duly authorized agents, employees and contractors to go upon and inspect the Premises (subject to the terms of this Lease) and every part thereof, to enforce or carry out the provisions of this Lease, at its option to make repairs, alterations and additions to the Premises or the building of which the Premises are a part, to perform any defaulted obligation of Lessee or for any other proper purposes. Lessor also reserves the right, upon forty eight (48) hours' notice to Lessee, to install or place upon, or affix to the roof and exterior walls of the Premises, equipment, signs, displays, antenna, cables and any other object or structure of any kind, provided the same shall not materially impair the structural integrity of the building or interfere with Lessee's occupancy nor day to day business operations.

49. Jury Waiver. Lessor and Lessee waive their right to trial by jury in any action, proceeding, or counterclaim brought by either of them against the other, or with respect to any issue or defense raised therein, including the right to an advisory jury (except for personal injury and property damage), on any matters whatsoever arising out of, or in any way connected with this Lease, the relationship of Lessor and Lessee, Lessee's use and occupancy of the Premises including summary proceeding and possession actions, any emergency statutory or other statutory remedy.

50. Rents From Real Property. Lessor and Lessee hereby agree that it is their intent that all Rent and other charges payable to the Lessor under this Lease shall qualify as "rents from real property" within the meaning of Section 856(d) of the Internal Revenue Code, as amended, (the "Code") and the Department of the U.S. Treasury Regulations promulgated thereunder (the "Regulations"). Should the Code or the Regulations, or interpretations thereof by the Internal Revenue Service contained in revenue rulings or other similar public pronouncements, be changed so that any Rent no longer so qualifies as "rent from real property" for purposes of Section 856(d) of the Code and Regulations, or any successor provision thereto, then the parties agree to execute such further instrument as may reasonably be required by the Lessor in order to give effect to the foregoing provisions of this Section

51. Independent Covenants. The covenants of Lessee to pay Rent and any and all other amounts payable by Lessee pursuant to the terms of this Lease are independent covenants, and Lessee shall not have the right to hold back, offset, or fail to pay any such amounts for

default by Lessor or any other reason whatsoever, except as specifically provided under this Lease.

52. Governing Law. The laws of the State in which the Premises are located shall govern the validity and enforceability of this Lease. Jurisdiction and venue shall be deemed valid and appropriate in the county and state where the Shopping Center is located.

53. Partial Invalidity. 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.

[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:
INLAND WESTERN MARYSVILLE, L.L.C.
a Delaware limited liability company

By: Retail Properties of America, Inc.,
a Maryland corporation, its sole member

By: ______________________
Name: Maria Tollopoulos
Title: Vice President - Leasing
Date: 5.30.2012

STATE OF Illinois
COUNTY OF Cook

On this 30th day of May, 2012, before me, the undersigned, a Notary Public in and for the State of Illinois, duly commissioned and sworn, personally appeared Maria Toliopoulos, to me known to be the vice-president, of Retail Properties of America, Inc. the sole member of Inland Western Marysville, LLC 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.

Laura Pacino
Notary Public residing at Chicago, IL
Printed Name: Laura Pacino
My Commission Expires: 12.07.15

OFFICIAL SEAL
LAURA PACINO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/07/15

LESSEE:
REFUGE DIALYSIS, LLC

By: ____________________
Name: RAY Follett
Title: DVP
Date: 5-31-12

STATE OF WASHINGTON
COUNTY OF King

On this 31st day of May, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ray Follett, to me known to be the Vice President, of Davita, Inc., the company 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 Mukilteo
Printed Name: B J Pritchett
My Commission Expires: June 27, 2015

B.J. PRITCHETT NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 06-27-15

FOR LESSEE'S INTERNAL PURPOSES ONLY:
APPROVAL BY DAVITA INC. AS TO FORM ONLY

By: ____________________
Name: ____________________
Title: Group General Counsel

LESSEE:
REFUGE DIALYSIS, LLC

By: ______________________
Name: ______________________
Title: ______________________
Date: ______________________

STATE OF WASHINGTON
COUNTY OF ____________

On this __________ day of __________________, ______________, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ____, to me known to be the ____________________________, of __________________________, the ____________________ 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 Hewell Benson
Title: Group General Counsel

EXHIBIT A

LEGAL DESCRIPTION/SHOPPING CENTER SITE PLAN

PARCEL D:

A NON-EXCLUSIVE EASEMENT FOR ROADWAYS, WALKWAYS, INGRESS, EGRESS AND PARKING AS ESTABLISHED BY DECLARATION RECORDED UNDER RECORDING NO. 9505250509 AND AMENDMENT THERETO UNDER RECORDING NO. 9604180294 ON A PORTION OF LOTS 2 AND 3 OF BINDING SITE PLAN RECORDED UNDER RECORDING NO. 9505255003.

PARCEL E:

A NON-EXCLUSIVE EASEMENT FOR STORM DRAIN AS CREATED BY INSTRUMENT RECORDED UNDER RECORDING NO. 9407110536.

RPAI
Retail Properties of America, Inc.

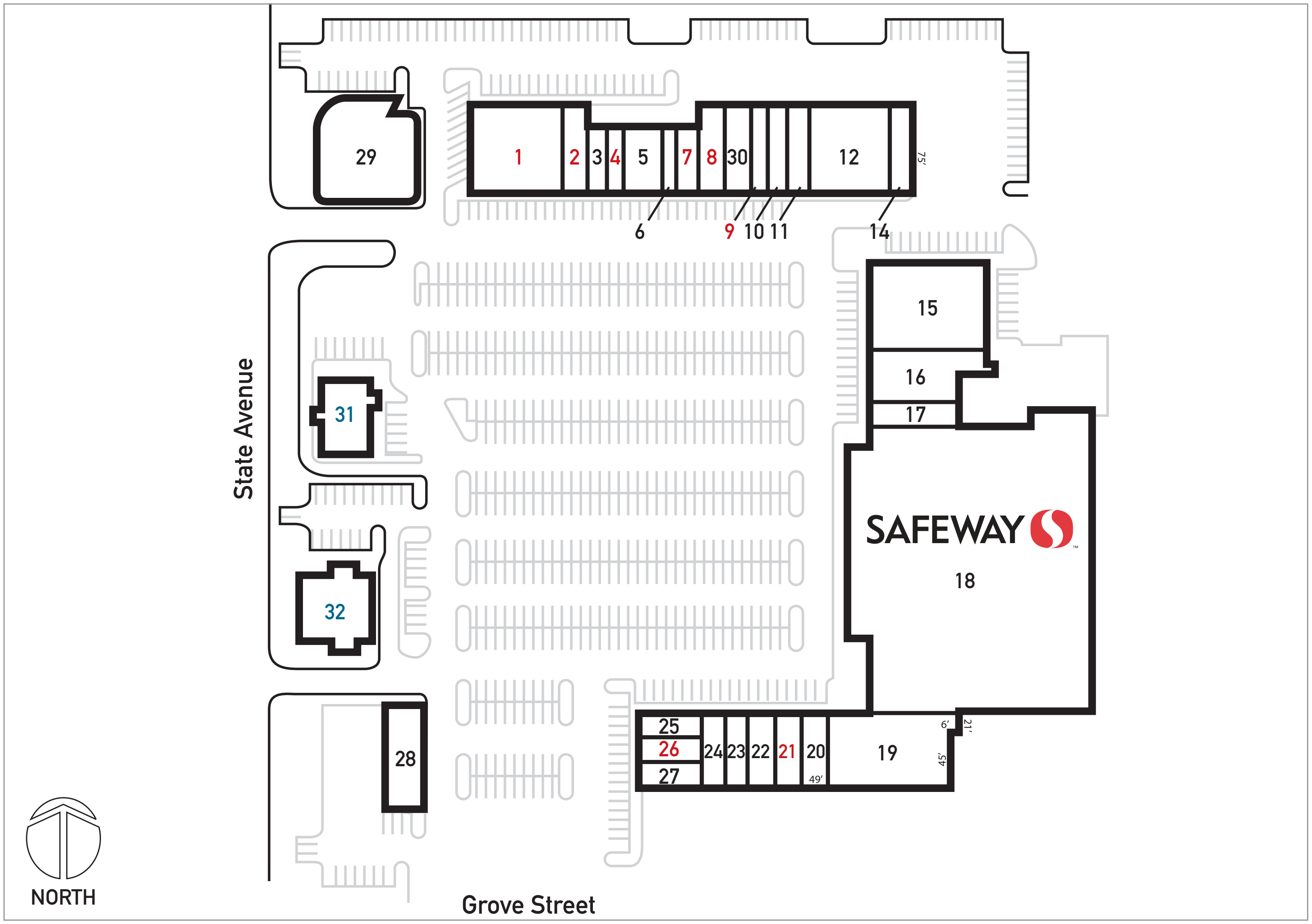
Plaza At Marysville

1220-1262 State Avenue, Marysville, WA 98270

Unit#	Sq. Ft.	Tenant
1	6,540	Available
2	1,546	Available
3	901	Safeway District Office
4	904	Available
5	1,803	The Sun Factory
6	904	Mailbox Junction
7	863	Available
8	1,500	Available
9	1,500	Available
10	1,500	Edward Jones & Co
11	1,500	American Family Insurance
12	4,875	DaVita
14	1,500	Alderwood Auto Glass
15	7,992	Dollar Tree
16	3,961	Rent-A-Center
17	1,422	GNC
18	53,850	Safeway
19	7,345	Marysville Daycare & Learning Center
20	1,300	Boeing Employee Credit Union
21	1,300	Available
22	1,300	Supercuts
23	1,300	Papa Murphy's Pizza
24	1,300	Sally Beauty Supply
25	1,050	Cigar Land
26	1,200	Available
27	1,000	Comcast XFINITY
28	300	Safeway Gas
29	4,000	Homestreet Bank
30	1,500	Hi-Tek Nails
31		KFC
32		Wells Fargo

Information given in this presentation is subject to verification and no liability for errors or omissions is assumed.

Items in blue are owned by others.



2012 Demographics

	Population	Avg. HH Income
1 Mile	10,231	$51,260
3 Mile	50,706	$70,147
5 Mile	92,750	$68,853

Center Size:
115,956 Sq. Ft.

Leasing Contact : Stacy Short
Stacy.Short@rpai.com | 855.646.RPAI

EXHIBIT B

PREMISES FLOOR PLAN

(attached)

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: ________________________

EXHIBIT D

FORM W-9

Form **W-9**
(Rev. January 2011)
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 (as shown on your income tax return)
Retail Properties of America, Inc.

Business name/disregarded entity name, if different from above
Inland Western Marysville, L.L.C.

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Exempt payee

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ....

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
2901 Butterfield Road

Requester's name and address (optional)

City, state, and ZIP code
Oak Brook, Illinois 60523

List account number(s) here (optional)

Part I **Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
□□□ – □□ – □□□□

Employer identification number
4 2 – 1 5 7 9 3 2 5

Part II **Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ A. M. Sharp Ann M. Sharp Assistant Vice President and Assistant Secretary Date ▶ May 2, 2012

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Cat. No. 10231X Form W-9 (Rev. 1-2011)

EXHIBIT E

Intentionally Deleted.

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 Shopping Center 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

EXHIBIT A TO ESTOPPEL CERTIFICATE

COPY OF LEASE

(attached)

EXHIBIT G-1

SIGNAGE CRITERIA

Basic Criteria Governing Signs:

Tenant signs must be kept clean and in good operating condition. It is recommended that each tenant develop a maintenance program to assure that its sign(s) will always appear inviting to customers and enhance the overall appearance of the Shopping Center.

I. APPROVALS

1. Each tenant must submit its sign(s) to Lessor for review and approval prior to the filing of an application for a sign permit(s).

2. Each tenant shall be responsible for the costs of obtaining all permit(s) for its sign(s), and for the costs of manufacturing and installing its sign(s).

3. In addition to obtaining the approval of Lessor, a tenant must ensure that all of its signs are in conformance with local sign ordinances and codes.

4. All sign vendors and contractors must be approved by Lessor, and approved sign vendors and contractors must submit required insurance to Lessor prior to commencing any sign work at the Shopping Center.

II. MANUFACTURING

1. All wiring, transformers, ballasts and other necessary equipment shall be concealed.

2. All work shall be done in a workmanlike manner and approved by Lessor.

3. The responsible tenant, at that tenant's sole cost and expense, and to Lessor's satisfaction and approval, shall repair any damage to the fascia.

4. Upon vacating its leased premises, a tenant shall remove its sign(s) and restore the fascia to its original condition. This shall be done at the tenant's sole cost and expense, and to the satisfaction and approval of Lessor.

III. ALLOWABLE SIGN LOCATION

1. One sign per tenant may be located on the fascia of the Shopping Center.

2. Fascia signs shall be centered with respect to the tenant's total store frontage.

3. The tenant's entire copy and graphics must be located within the boundaries of the "designated sign area," as designated by Lessor.

IV. ALLOWABLE SIGN STYLES

1. Fascia signs shall be individually formed metal channel letters and graphics.

2. Letters and graphics must be covered with acrylic faces.

3. All canopy and graphics shall be internally illuminated with neon.

4. Aluminum returns or sides of letters and graphics shall be Lacyral 20-313E Duranodic, or equivalent, with a 4-inch (4") depth. Lessor must approve substitutions.

5. The tenant's copy and graphics shall be mounted entirely on a raceway that matches the color of the fascia on which it is located. Lessor will specify these colors.

V. ALLOWABLE SIGN SIZE

1. The length of a tenant's sign will be limited to seventy-five percent (75%) of the tenant's sign panel.

2. A tenant shall be allowed up to two (2) square feet of sign face for each linear foot of the tenant's store frontage, but not to extend higher than the sign panel.

3. Letter sizes shall be as follow:

   (a) for store fronts up to thirty feet (30'): capital letters shall be twenty-four inches (24"), and lower case letters shall be eighteen inches (18");

   (b) for store fronts ranging from thirty feet (30') up to sixty feet (60'): capital letters shall be thirty inches (30"), and lower case letters shall be twenty-four inches (24").

VI. GENERAL REQUIREMENTS

1. No sign shall be placed in other than the "designated sign area," as designated by Lessor.

2. No sign perpendicular to the face of any building shall be permitted.

3. No roof-mounted sign of any kind shall be permitted.

4. No flashing, moving, or audible signs or beacons shall be permitted.

5. No banners or flagpoles shall be permitted.

6. Trailer signs, portable signs or temporary signs shall not be permitted.

7. All transformers or electrical appurtenances shall be used.

8. No exposed conduit, tubing, neon tubing, conductors, transformers or electrical appurtenances shall be allowed.

9. Electrical service to all signs shall be provided from the Tenant's meter, and it shall be the responsibility of each tenant to hire an electrician approved by Lessor to perform all required electrical work.

10. Lessor shall approve design of raceway mounting devices.

11. A tenant shall be responsible for repair of any damages to the building caused by the installation of its sign(s).

12. All signs shall be fully lighted and operational from a minimum of dusk until 2:00 a.m., Monday through Sunday (seven days a week).

<u>EXHIBIT G-2</u>

LESSEE'S APPROVED SIGNAGE

EXHIBIT H

SHOPPING CENTER EXCLUSIVE USES AND PROHIBITED USES

Plaza at Marysville
(6026)
Exclusive Uses

Safeway, Inc. (Office lease 07.06.01)
No exclusive use rights.

Don and Dorothy Jensen d/b/a Alpha Denture Clinic (07.10.96)
5.3. No business in the Shopping Center except Tenant shall be devoted to the manufacture, fitting, and repair of dentures. This exclusive shall not apply to the building marked Pad 1, Pad 2, Pad 3, and Pad 4 on Exhibit A, or to the building marked "Safeway Store" or to any retail space occupying over twelve thousand (12,000) square feet or to spaces leased prior to the date of this Lease. This exclusive shall not restrict the use of any portion of the Shopping Center for grocery supermarket or for general dentistry.

Brandon J. Stokes, LLC d/b/a The Sun Factory (10.07.08)
Rider R-1. Landlord covenants and agrees that during the Term, as such terms may be extended pursuant to the provisions of the Lease, Tenant has the exclusive right ("Tenant's Exclusive Right") in the Shopping Center to the use of the Premises for the following purposes: the operation of a tanning salon ("Tenant's Exclusive Use").

Tenant's Exclusive Right is subject to the following express limitations:

A. Tenant acknowledges that the use clauses in the existing tenants' leases do not violate Tenant's Exclusive Right;

B. Tenant's Exclusive Right shall only limit competing uses that are the primary business of competing tenants and shall not be construed as prohibiting ancillary uses of such competing tenants (for the purposes hereof, a use which generates less than twenty-five percent (25%) of tenants' annual gross revenues shall be considered an ancillary use);

C. Tenant's Exclusive Right shall only be effective so long as Tenant continuously operates its exclusive business in the entire Premises;

D. Any lease of space for the greater of two times the square footage of the premises or 5,000 square feet in the Shopping Center is excluded from the Tenant's Exclusive Right set forth herein;

E. Tenant's Exclusive Right shall automatically terminate and be of no further force or effect upon the occurrence of an event of default by Tenant;

F. Tenant's Exclusive Right automatically shall terminate and shall be of no further force or effect upon the sublease by Tenant of the Premises or any part thereof (unless otherwise agreed to by Landlord in writing at the time of Tenant's request for Landlord's consent to such a sublease, which may be withheld in Landlord's sole discretion), or the assignment of Tenant's interest under this Lease (unless otherwise agreed to by Landlord in writing at the time of Tenant's request for Landlord's consent to such an assignment, which may be withheld in Landlord's sole discretion); and

G. Tenant's Exclusive Right automatically shall terminate and shall be of no further force or effect upon the failure of Tenant to timely or properly exercise its rights to renew the Term as provided in 3.1.(B) of this Lease.

Randy L. Werther d/b/a Mailbox Junction (06.25.96) [Patrick and Pamela Enloe assigned]
5.6. No business except Tenant shall engage primarily in postal shipping services and copying services. This exclusive shall not apply to the building marked Pad 1, Pad 2, Pad 3, and Pad 4 on Exhibit A, or to the building marked "New Safeway Store" or to any retail space occupying over six thousand (6,000) square feet or to spaces leased prior to the date of this Lease.

Games Workshop Retail, Inc. d/b/a Games Workshop (07.27.07)
No exclusive use rights.

Edward D. Jones & Co. d/b/a Edward Jones (06.02.03)
No exclusive use rights.

American Family Mutual Insurance Company d/b/a American Family (09.26.07)
No exclusive use rights.

Brian Nishikawa and Gary Tuomisto d/b/a Alderwood Auto Glass (06.05.95)
5.3. Tenant shall have the exclusive right to conduct an auto glass installation and repair business within the Shopping Center, excluding the building marked Pad 2 on Exhibit A.

Dollar Tree Stores, Inc. d/b/a Dollar Tree (11.06.09)
14. Landlord hereby agrees as follows:

a. Tenant shall have an exclusive for a single price point variety retail store ("Exclusive" or "Exclusive Use"). A single price point variety retail store is hereby defined as a store that offers all of its merchandise for sale at a single price point.

b. In addition, Landlord will not permit any other occupant in the Shopping Center to operate the following without Tenant's consent and such consent shall be in Tenant's sole and absolute discretion:

(1) a retail store whose "principal business" (hereinafter defined) is selling variety retail merchandise at a single price point; and/or

(2) variety retail operations with the word "Dollar", in their trade name.

For the purpose of this Section, "principal business" shall be defined as selling such merchandise in twenty-five percent (25%) or more of the sales floor area (including one-half (1/2) of the adjacent aisle space).

Notwithstanding the foregoing, this A.14. shall not apply to (1) any tenant or occupant selling single price point apparel as its principal business, or (2) any current occupant, tenant or any future assignee or sublessee of any existing lease, as the may be renewed or extended, of the Shopping Center who is operating under their current use clause or trade name as of the date of this Lease; provided, however, in the event Landlord's consent is required for a change in permitted use or trade name, Landlord shall not consent to a change of any tenant's use or trade name which would violate the provisions of A.14. a and A.14. b above.

Rent-a-Center West, Inc. d/b/a Rent-a-Center (06.17.03)
Exclusive expired.

General Nutrition Corporation d/b/a GNC or General Nutrition Center (11.27.95)
Exhibit G Rider. 3. Landlord agrees not to lease space in the center of any tenant whose primary business is the sale of vitamins, health foods, and related items. This provision shall not restrict the sale of vitamins, health foods or related items by Safeway, InterWest Bank, or any "Anchor Tenant" in the Center (defined as a tenant occupying more than eight thousand (8,000) contiguous square feet of space) or the subtenants, licensees or concessionaires of any of the foregoing.

Safeway, Inc. d/b/a Safeway (07.06.01)
22.1. Tenant will be the sole seller in the Shopping Center of (i) food for off-premises consumption, (ii) alcoholic beverages for off-premises consumptions, (iii) pet foods, and (iv) merchandise which, under the laws of the State of Washington is requires to be dispensed by or under the supervision of a registered or licensed pharmacist.

22.2. Landlord further recognizes that (i) Tenant shall have the sole and exclusive right in the Shopping Center to sell food for off-premises consumption, alcoholic beverages for off-premises consumption, pet foods, and prescription pharmacy merchandise and (ii) no store other than Tenant's store shall sell, or be permitted by Landlord to sell, food for off-premises consumption, alcoholic beverages for off-premises consumption, pet food, and/or prescription pharmacy merchandise. Notwithstanding the preceding sentence, stores other than Tenant's store may devote up to, but not more than, the lesser of (i) one thousand five hundred (1,500) square feet of sales area (including aisle space adjacent thereto), or (ii) sales area (including aisle space adjacent thereto) of up to ten percent (10%) of the total square footage of the store, to the sale of food for off-premises consumption. Furthermore, the provisions of this Section shall not be deemed to prohibit a restaurant (fast food or sit-down) from selling alcoholic beverages and/or food prepared on premises for off-premises consumption, subject, however, to the provisions of 12.2.

[Note: 13.2. Landlord hereby grants Tenant a right of first offer to lease all or a portion of the Expansion Area on the terms and conditions set forth in this 13.]

<u>Penquin, Inc. d/b/a Marysville Daycare & Learning Center (09.14.95)</u>
No exclusive use rights.

<u>Boeing Employees' Credit Union (08.14.08)</u>
Rider R-1. Tenant has the exclusive right ("Tenant's Exclusive Right") in the Shopping Center to the use of the Premises for the primary purpose of operating a credit union.

Tenant's Exclusive Right is subject to the following express limitations:

A. Tenant acknowledges that the use clauses in the existing tenants' leases do not violate Tenant's Exclusive Right;

B. Tenant's Exclusive Right shall only limit competing uses that are the primary business of competing tenants and shall not be construed as prohibiting ancillary uses of such competing tenants;

C. Tenant's Exclusive Right shall only be effective so long as Tenant continuously operates its exclusive business in the entire Premises;

D. Any lease of space for the greater of two times the square footage of the premises in the Shopping Center is excluded from the Tenant's Exclusive Right set forth herein;

E. Tenant's Exclusive Right shall automatically terminate and be of no further force or effect upon the occurrence of an event of default by Tenant.

F. Tenant's Exclusive Right automatically shall terminate and shall be of no further force or effect upon the sublease by Tenant of the Premises or any part thereof (unless otherwise agreed to by Landlord in writing at the time of Tenant's request for Landlord's consent to such a sublease, which may be withheld in Landlord's sole discretion), or the assignment of Tenant's interest under this Lease (unless otherwise agreed to by Landlord in writing at the time of Tenant's request for Landlord's consent to such an assignment, which may be withheld in Landlord's sole discretion).

G. Tenant's Exclusive Right automatically shall terminate and shall be of no further force or effect upon the failure of Tenant to timely or properly exercise its rights to renew the Term as provided in 3.1.(B) of this Lease.

<u>American General Financial Services, Inc. d/b/a American General (10.11.04) [Vacated]</u>
Addendum. Except for current leases and any extensions or renewal of their lease, Lessor agrees not to rent, lease, or to permit to be sublet any space of the building or shopping center in which the premises are located during the term of or any renewal or extension of this lease or during any period that Lessee may occupy the premises as a lessee from month to month, to a tenant who's use is similar to the use of American General Financial as described in 1.7. A. [Tenant shall use the premises for the operation of a consumer lending office with related financial services.]

<u>Supercuts, Inc. d/b/a Supercuts (06.21.95)</u>
5.4. Tenant shall have the exclusive right within the Shopping Center to conduct a business whose principal activity is the retail sale of cosmetology products and services. This exclusive shall not apply to the building marked Pad 2 on Exhibit A, or to Willoughby's Beauty Products or any assignee or sublessee of Willoughby's Beauty Products. This exclusive shall not restrict the use of any portion of the Shopping Center for a grocery supermarket, or for any other use which includes the sale of hair and beauty products or services as an incidental but not principal activity.

<u>M2AD Management, Inc. d/b/a Papa Murphy's Take and Bake Pizza (03.15.96)</u>
5.3. No business except Tenant shall engage in the sale of uncooked pizza, calzone, or lasagna for home consumption. This exclusive shall not apply to the buildings marked Pad 1, Pad 2, Pad 3, and Pad 4 on Exhibit A, or to the building marked "New Safeway Store" or to any retail space occupying over twelve thousand (12,000) square feet or to spaces leased prior to the date of this Lease. This exclusive shall not restrict the use of any portion of the Shopping Center for a grocery supermarket.

Sally Beauty Company, Inc. d/b/a Sally Beauty Supply (06.26.02)
Exclusive expired.

DJ Unionway, Inc. d/b/a Cigar Land (03.30.07)
No exclusive use rights.

Everett Clinic, P. S. d/b/a The Everett Clinic (02.05.99)
No exclusive use rights.

CCI Marysville LLC d/b/a Comcast Authorized Dealer (03.27.12)
Rider R-2. ... Landlord shall refrain from leasing other space in the Shopping Center for the following primary purposes: the sale of Comcast branded products and XFinity branded products ("Tenant's Exclusive Right").

Tenant's Exclusive Right is subject to the following express limitations:

A. Tenant acknowledges that the use clauses in the existing tenants' leases do not violate Tenant's Exclusive Right.

B. Tenant's Exclusive Right shall only limit competing uses that are the primary business of competing tenants and shall not be construed as prohibiting ancillary uses of such competing tenants.

C. Tenant's Exclusive Right shall only be effective so long as Tenant continuously operates its exclusive business in the entire Premises.

D. Any lease of space for 10,000 or more square feet in the Shopping Center is excluded from the Tenant's Exclusive Right set forth herein.

E. Tenant's Exclusive Right shall automatically terminate and be of no further force or effect upon the occurrence of an event of default by Tenant.

F. Tenant's Exclusive Right automatically shall terminate and shall be of no further force or effect upon the sublease by Tenant of the Premises or any part thereof (unless otherwise agreed to by Landlord in writing at the time of Tenant's request for Landlord's consent to such a sublease, which may be withheld in Landlord's sole discretion), or the assignment of Tenant's interest under this Lease (unless otherwise agreed to by Landlord in writing at the time of Tenant's request for Landlord's consent to such an assignment, which may be withheld in Landlord's sole discretion).

G. Tenant's Exclusive Right automatically shall terminate and shall be of no further force or effect upon the failure of Tenant to timely or properly exercise its rights to renew the Term as provided in 3.1.(B) of this Lease.

Safeway Inc. d/b/a Safeway Gas Bar (Ground 07.06.01)
14.1. Landlord covenants that: (i) Tenant shall have the sole and exclusive right in the Shopping Center to sell gasoline and other fuels for automobiles and other means of transport and (ii) no premises in the Shopping Center other than the Leased Premises shall sell, or be permitted by Landlord to sell, gasoline and other fuels for automobiles and other means of transport.

Homestreet Bank (06.02.99)
No exclusive use rights.

Son Ngoc Tran d/b/a Hi Tek Nails (06.08.06)
1.7. Tenant shall have the exclusive right within the Shopping Center to conduct a business whose principal activity is a nail salon and facial waxing. This exclusive shall not apply to any retail space occupying over 2,500 square feet of space or to spaces leased to prior tenants.

Plaza at Marysville
(6026)
Prohibited Uses

Safeway, Inc. Declaration (05.16.95)
4.1.1. The Shopping Center shall be used for the construction, operation and maintenance of business, commercial, professional and mercantile (retail and service) establishments as specified hereinafter and related facilities, including common and vehicular parking areas, all as more specifically described hereinafter. The Building Area shall be used for business, commercial, professional or mercantile purposes (retail and service) of the type usually carried on in a shopping center of comparable size and not prohibited by law or ordinance.

4.2.1. No portion of the Shopping Center shall be used by any Owner or any Owner's Tenants for (i) the conduct of any illegal, offensive, noisy, or dangerous trade, business activity or occupation, (ii) any activity which physically interferes with the business of any other Owner or Owner's tenants, or (iii) any other unreasonable use not compatible with the operation of a first-class retail and commercial shopping center, well maintained in accordance with the standards of this Declaration.

4.3.1.1. No part of the Shopping Center shall be devoted to the use or operation of any entertainment or recreation facility. As used herein, "entertainment or recreational facility" includes, without limitation, a theatre, carnival, bowling alley, skating rink, amusement center, electronic or mechanical games arcade, pool or billiard hall, betting parlor, bingo parlor, health or aerobic spa or studio, gym, massage parlor, pornographic shop, adult bookstore, nightclub, dance hall, tavern, cocktail lounge, any facility for the on-premises consumption of alcoholic beverages except as an incidental part of the operation of a full service restaurant, or other place of public or private amusement.

ECR by and between Safeway Inc., and Finn Associates, Ltd. (07.08.94)
4.2.1. No portion of the Shopping Center shall be used by any Owner or any Owner's Tenants for (i) the conduct of any illegal, offensive, noisy, or dangerous trade, business activity or occupation, (ii) any activity which physically interferes with the business of any other Owner or Owner's tenants, or (iii) any other unreasonable use not compatible with the operation of a first-class retail and commercial shopping center, well maintained in accordance with the standards of this Agreement.

4.3.1. No part of the Shopping Center shall be devoted to the use or operation of any electronic or mechanical games arcade, pool or billiard hall, betting parlor, pornographic shop, adult book store, nightclub, dance hall, tavern, cocktail lounge, or any facility for the on-premises consumption of alcoholic beverages except as an incidental part of the operation of a full service restaurant.

4.4.1. No part of Parcel II shall be used for a grocery supermarket, or for a convenience store (as exemplified by 7-11 or Quick Stop), or for the sale of any product which by law may be sold only by or under the supervision of a registered pharmacist.

Tenants

Safeway, Inc. d/b/a Safeway (07.06.01)
12.2. To safeguard Tenant's interest in a clean, quiet environment, free of obnoxious odors and to ensure adequate parking for Tenant's customers, Landlord covenants and agrees that, subject to the rights of occupants under Existing Leases (defined below) (i) within that portion of the Shopping Center within three hundred feet (300') of any wall defining the limit of the Leased Premises it shall not permit the operation of any restaurant (including any take-out, fast-food, cafeteria or full service sit-down restaurant) or any training or educational facility (defined below), and (ii) it shall not permit the use or operation of any portion of the Shopping Center for the purpose of any entertainment or recreational facility (defined below).

12.2.2. As used herein "training or educational facility" includes, without limitation, a beauty school, barber college, place of instruction, or any other operation catering primarily to students or trainees rather than to customers, but excludes employee training by Shopping Center tenants incidental to the conduct of their businesses within the Shopping Center.

12.2.3. As used herein, "entertainment or recreational facility" includes, without limitation, a theater, carnival, bowling alley, skating rink, amusement center, electronic or mechanical games arcade, pool or billiard hall, betting parlor, bingo parlor, health or aerobic spa or studio, gymnasium, massage parlor, pornographic shop, adult book store, nightclub, dance hall, tavern, cocktail lounge, or any facility serving alcoholic beverages or allowing the on-premises consumption of alcoholic beverages, excepting only from this prohibition a full service restaurant serving alcoholic beverages as an incidental part of its food service operation (which restaurant nevertheless shall be subject to the restriction contained in item (i) of this Section).

American General Financial Services, Inc. d/b/a American General (10.11.04) [Vacated]
Addendum. Landlord agrees that it will not locate or permit to be located, during the term of this Lease and any option or extension periods, a nail or hair salon adjacent to the Tenant's location without the express written consent of the Tenant.

EXHIBIT I

LESSEE PROHIBITED USES

1. Funeral establishment;
2. Automobile sale, leasing, repair or display establishment or used car lot, including body repair facilities;
3. Auction or bankruptcy sale;
4. Pawn shop;
5. Outdoor circus, carnival or amusement park, or other entertainment facility;
6. Outdoor meetings;
7. Bowling alley;
8. Primarily pool or billiard establishment;
9. Shooting gallery;
10. Off-track betting (provided that state sponsored lottery tickets shall not be prohibited);
11. Refinery;
12. Adult bookstore or facility selling or displaying or selling access to pornographic books, literature, websites or videotapes (materials shall be considered "adult" or "pornographic" for such purpose if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality), massage parlor, steam bath, nude modeling, establishment with nude or semi-nude waiters, waitresses or entertainers;
13. Any residential use, including, but not limited to living quarters, sleeping apartments or lodging rooms;
14. Theater including, but not limited to, an x-rated theater;
15. Auditorium, meeting hall, ballroom, school, educational facilities (including, but not limited to, beauty schools, barber colleges, reading rooms or libraries, or other place of public assembly;
16. Unemployment agency, service or commission;
17. Gymnasium, health club, exercise or dance studio;
18. Dance hall;
19. Cocktail lounge, bar, disco or night club;
20. Bingo or similar games of chance, but lottery tickets and other items commonly sold in retail establishments may be sold as an incidental part of business;
21. Video game or amusement arcade, except as an incidental part of another primary business;
22. So called "head shop" which sells drug paraphernalia;
23. Skating or roller rink;
24. Car wash, car repair or car rental agency;
25. Second hand store, auction house, or flea market, Army/Navy-type store or governmental surplus;
26. Restaurant including, but not limited to, drive-in or drive-through restaurants;
27. Intentionally omitted; or
28. Intentionally omitted;
29. Lessee may not install an Automatic Teller Machine in or on the Premises without the express written consent of Lessor which consent Lessor may deny in its sole discretion.

EXHIBIT J

RULES AND REGULATIONS

1. Lessee shall advise and cause its vendors to deliver all merchandise before noon on Mondays through Fridays, not at other times.

2. All deliveries are to be made to designated service or receiving areas and Lessee shall request delivery trucks to approach their service or receiving areas by designated service routes and drives.

3. Tractor-trailers which must be unhooked or parked must use steel plates under dolly wheels to prevent damage to the asphalt paving surface. In addition, wheel blocking must be available for use. Tractor trailers are to be removed from the loading areas after unloading. No parking or storing of such trailers will be permitted in the Shopping Center.

4. Lessee shall not dispose of the following items in sinks or commodes: plastic products (plastic bags, straws, boxes); sanitary napkins; tea bags; cooking fats, cooking oils; any meat scraps or cutting residue; petroleum products (gasoline, naphtha, kerosene, lubricating oils); paint products (thinner, brushes); or any other item which the same are not designed to receive.

5. Lessee shall not permit or suffer any advertising medium to be placed on exterior walls or windows, on the sidewalks or on the parking lot areas or light poles. No permission, expressed or implied, is granted to exhibit or display any banner, pennant, sign and trade or seasonal decoration of any size, style or material within the Shopping Center, outside the Premises.

6. Lessee shall not permit or suffer the use of any advertising medium which can be heard or experienced outside of the Premises, including, without limiting the generality of the foregoing, flashing lights, searchlights, loud speakers, phonographs, radios, or television. No radio, television, or other communication antenna equipment or device is to be mounted, attached, or secured to any part of the roof, exterior surface, or anywhere outside the Premises, unless Lessor has previously given its written consent or except as specifically provided under the Lease.

7. Lessee shall not permit or suffer any portion of the Premises to be used for lodging or extended stay purposes.

8. Lessee shall not, in or on any part of the Common Area:

    a. Vend, peddle or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet or other matter whatsoever.
    b. Exhibit any sign, placard, banner, notice or other written material, except for activities as approved in writing by Lessor.
    c. Distribute any circular, booklet, handbill, placard or other material, except for activities as approved in writing by Lessor.
    d. Solicit membership in any organization, group or association or contribution for any purpose.
    e. Create a nuisance.
    f. Throw, discard or deposit any paper, glass or extraneous matter of any kind except in designated receptacles, or create litter or hazards of any kind.
    g. Deface, damage or demolish any sign, light standard or fixture, landscaping materials or other improvement within the Shopping Center, or the property of customers, business invitees or employees situated within the Shopping Center.

9. Lessee shall not locate furnishings or cabinets adjacent to mechanical or electrical access Panels or over air-conditioning outlets so as to prevent operating personnel from servicing such units as routine or emergency access may require. Cost of moving such furnishings for Lessor's access will be at Lessee's cost. The lighting and air-conditioning equipment of the Shopping Center will remain in the exclusive control of the building designated personnel.

10. Lessee shall comply with parking rules and regulations as may be posted and/or distribution from time to time.

11. Prior written approval, which shall be at Lessor's sole discretion, must be obtained for installation of window shades, blinds, drapes or any other window treatment of any kind whatsoever.

12. Lessee shall keep the Premises at a temperature compatible with comfortable occupancy during business hours and at all times sufficiently high to prevent freezing of water in pipes and fixtures.

13. Lessee shall not: (i) place or maintain any merchandise, trash, debris, refuse or other articles in any vestibule or entry of the Premises, on the footwalks or corridors adjacent thereto or elsewhere on the exterior of the Premises; (ii) permit undue accumulations of or burn garbage, trash, rubbish or other debris within or without the Premises; (iii) cause or permit objectionable odors in Lessor's reasonable opinion to emanate or to be dispelled from the Premises; (iv) cause water to accumulate, pool or cause leaks into adjacent premises, (v) use any plaza, exterior areas, corridor, sidewalk, or any other area of the Shopping Center adjacent to or near the Premises for the sale or display of any merchandise or for any other business use, occupation or undertaking; (vi) conduct or permit to be conducted any auction, sidewalk sale, distress sale, fire sale, going out-of-business sale, or the like; (vii) use or permit the use of any portion of the Premises for any unlawful purpose or for any activity of a type which is not generally considered appropriate for high-caliber, urban, shopping areas conducted in accordance with good and generally accepted standards of operation; or (viii) place a load upon any floor that exceeds the floor load that the floor was designed to carry.

14. Lessee shall keep the signs, exterior lights and display window lights of the Premises lighted each and every day of the Term during the hours designated by Lessor.

15. No animals shall be brought into or kept in or about the Shopping Center other than as handicap aids.

16. In the event any violation of any of the above rules and regulations continues after thirty days following written notice to Lessee of such violation, beginning on such thirtieth day Lessee shall be in default of the Lease.

17. Except as otherwise provided herein, Lessor reserves the right to modify or rescind any of these rules and regulations and to make such other or further reasonable rules and regulations as it deems in its reasonable judgment shall from time to time be necessary or advisable for the operation of the Shopping Center, which rules and regulations shall be binding upon Lessee upon their notification of said further rules and regulations. In the event of any conflict between these Rules and Regulations and the Lease, the Lease shall control.

EXHIBIT K

RENT SCHEDULE

INITIAL TERM

Years	Monthly Rent	Annual Rent	Annual PSF
1	$7,968.75	$95,625.00	$15.00
2	$8,207.81	$98,493.72	$15.45
3	$8,452.19	$101,426.28	$15.91
4	$8,707.19	$104,486.28	$16.39
5	$8,967.50	$107,610.00	$16.88
6	$9,238.44	$110,861.28	$17.39
7	$9,514.69	$114,176.28	$17.91
8	$9,801.56	$117,618.72	$18.45
9	$10,093.75	$121,125.00	$19.00
10	$10,396.56	$124,758.72	$19.57

EXTENDED TERM

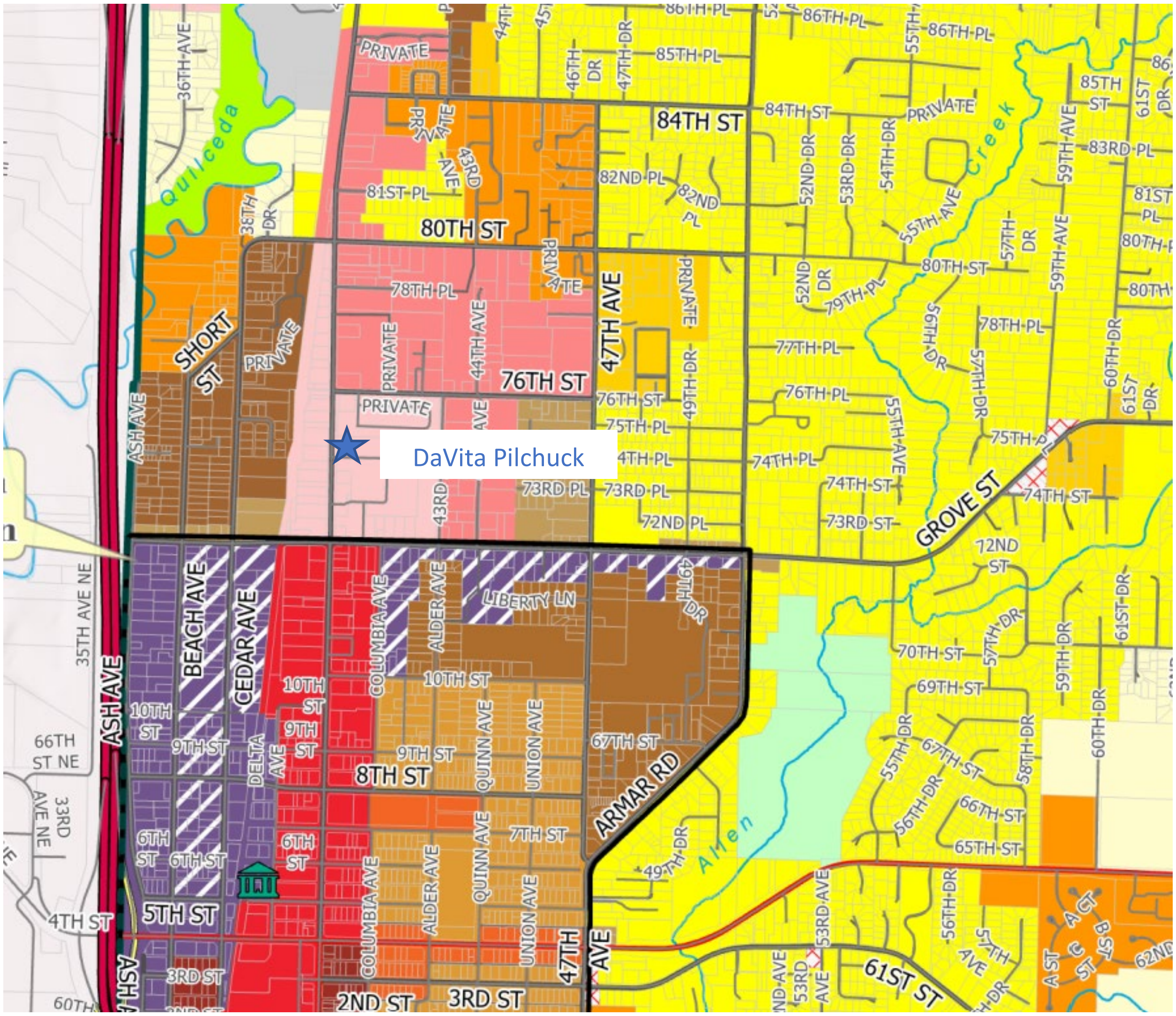
Years	Monthly Rent	Annual Rent	Annual PSF
11 - 15	Fair Market Rent as defined in Section 4		

EXTENDED TERM

Years	Monthly Rent	Annual Rent	Annual PSF
16 - 20	Fair Market Rent as defined in Section 4		

Appendix 16

Zoning Documentation


DaVita Pilchuck
84TH ST
80TH ST
76TH ST
47TH AVE
GROVE ST
ASH AVE
SHORT ST
BEACH AVE
CEDAR AVE
COLUMBIA AVE
ALDER AVE
LIBERTY LN
10TH ST
9TH ST
8TH ST
7TH ST
6TH ST
5TH ST
4TH ST
3RD ST
2ND ST
ARMAR RD
QUINN AVE
UNION AVE
DELTA AVE
61ST ST
Quilceda
Allen
Creek

City of Marysville

Zoning

Legend

Zoning

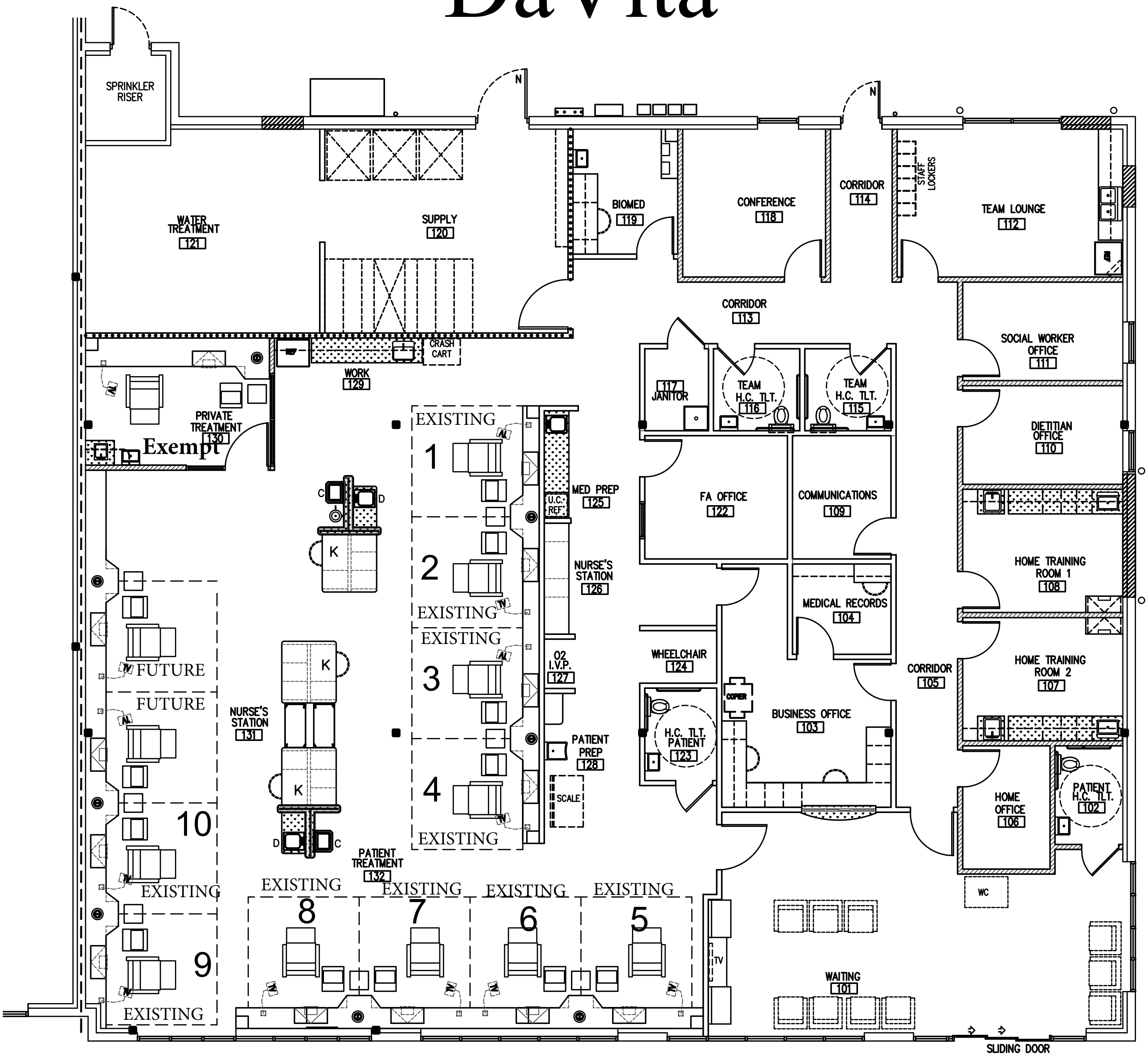
- Community Business
- Community Business - Whiskey Ridge
- Downtown Commercial
- Downtown Core
- Flex
- Flex Residential
- General Commercial
- General Industrial
- Light Industrial
- LI with GC Overlay
- Main Street
- Middle Housing 1
- Middle Housing 2
- Midrise Multi-Family
- Mixed Use
- Neighborhood Business
- Open
- Public-Institutional
- Recreation
- R12 Multi-Family Low
- R18 Multi-Family Medium
- R28 Multi-Family High
- R4.5 Single Family Medium
- R6.5 Single Family High
- R8 Single Family High Small Lot
- WR-R-6-18 Whiskey Ridge, Multi-Family Medium
- WR-R-4-8 Whiskey Ridge, Single Family High
- PRSC Manufacturing/ Industrial Center
- Master Plan Area
- Urban Growth Boundary
- Marysville Civic Center
- Water
- City Boundary
- Tulalip Reservation
- Interstate Highway
- State Highway
- Arterial Street
- Local Street

Specific Land Use	NB	CB	CB-WR	GC	MU (63)	LI	GI	REC	P/I
Health Services:									
Medical/dental clinic	P	P	P	P	P				P
Hospital		P	P	P	C				C
Miscellaneous health	P68	P68	P68	P68	P68				P68
Supervised drug consumption facility									

Appendix 17

Single Line Drawing

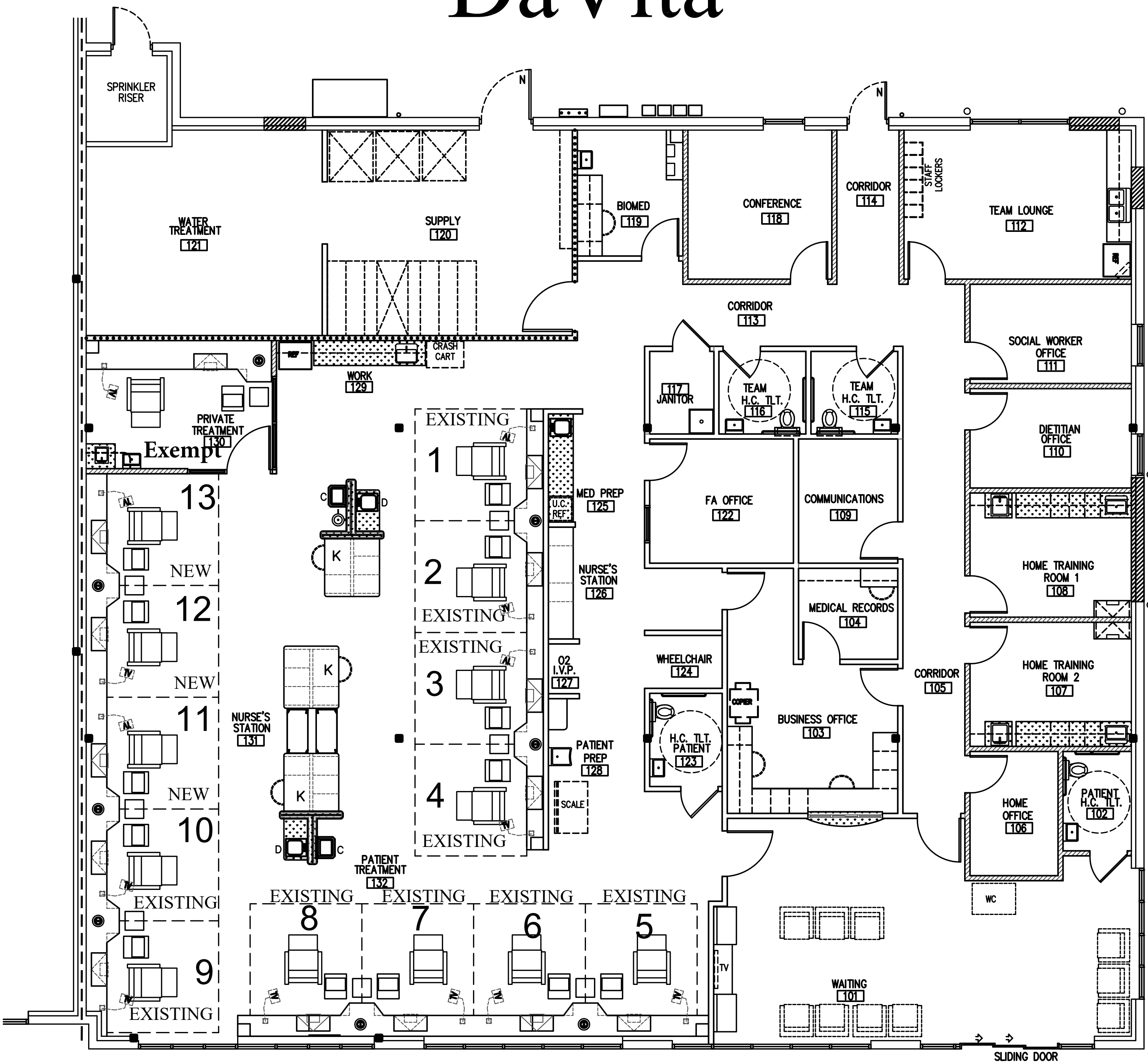
DaVita



EXISTING FLOOR PLAN

DaVITA MARYSVILLE
MARYSVILLE, WA
6,401 SQ FT

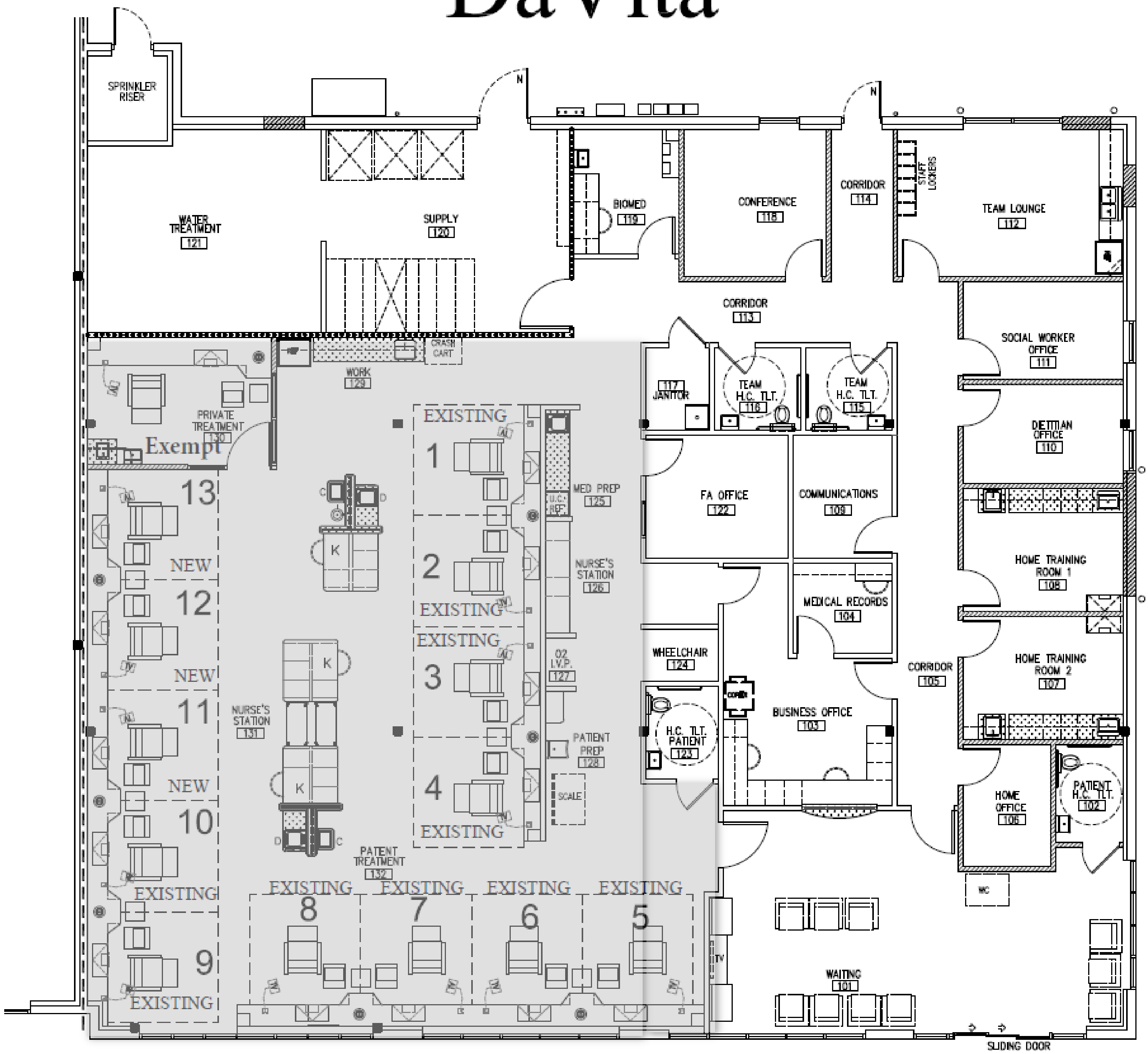
DaVita



PROPOSED FLOOR PLAN

DaVITA MARYSVILLE
MARYSVILLE, WA
6,401 SQ FT

DaVita



SHADED FLOOR PLAN

DaVITA MARYSVILLE
MARYSVILLE, WA
6,401 SQ FT

DaVita Pilchuck

SQUARE FOOTAGE ALLOCATION	
Category	**After Completion**
Treatment Floor Area	
Chronic Dialysis Stations	1040
Isolation Station	121
Permanent Bed Station	0
Expansion Stations	0
Nurse Station / Med Prep Area	285
Patient Prep	41
Circulation	952
Lab Prep	22
Storage	0
Treatment Floor Area Total	**2,461**
Non-Treatment Floor Area	
Water Room	275
Re-Use	0
Bio-Med	116
Staff Toilet / Lounge	255
Janitorial / Electric	127
Business Office / Medical Records	63
Reception	168
Conference Room	164
Home Training, PD & HHD Nurses	322
Patient Toilets	111
Storage / Med Waste / Wheelchair	549
Staff Offices	267
HVAC / Circulation	1,523
Non-Treatment Floor Area Total	**3,940**
Total Space	**6,401**

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	13	1,950
(b) Each isolation station and each permanent bed station	200	0 Bed / 1 ISO	200
(c) Future expansion of two in-center treatment stations; and	150	0	0
(d) Other treatment floor space is 75% of the sum of (a), (b), and (c)			1,612
Maximum Treatment Floor Area Square Footage			**3,762**

Appendix 18

DaVita Quality Index (DQI) Data
DaVita Continuous Quality Improvement (CQI) Data

Dec-22

Facility Name	DQI Score	CVC In Use Improvement Rate	Kt/V Rate	CAHPS Rate
Mid Columbia Kidney Center	74.76	7.07%	100.00%	56.05%
Mt Adams Kidney Center	77.73	-5.85%	98.67%	70.99%
Hermiston Community Dialysis Center	83.92	-39.39%	97.62%	
Yakima Dialysis Center	58.69	20.81%	88.68%	72.11%
Union Gap Dialysis	52.02	-92.48%	98.33%	73.33%
Blue Mountain Kidney Center	84.51	54.69%	100.00%	
Ellensburg Dialysis Center	47.71	-25.50%	85.71%	
Kennewick Dialysis	78.16	-68.20%	97.62%	
Chinook Kidney Center	81.19	55.63%	98.41%	79.32%
Zillah Dialysis	57.59	2.29%	97.44%	
East Wenatchee Dialysis	47.40	-31.61%	97.06%	
Wenatchee Valley Dialysis	49.25	-27.22%	100.00%	59.34%
Wapato Dialysis	45.70	-29.61%	93.10%	
Meridian Park Dialysis Center	60.63	7.62%	100.00%	64.07%
Vancouver Dialysis Center	57.44	21.32%	98.46%	66.14%
Gresham Station Dialysis	43.24	19.07%	97.62%	
Seaview Dialysis Center			100.00%	
Mcminnville Dialysis	46.32	4.93%	97.37%	
Portland Gateway Dialysis	37.01	-2.41%	100.00%	
Cornell Road Dialysis	50.70	35.48%	93.33%	64.77%
Lake Road Dialysis	46.06	8.86%	96.47%	64.78%
Willamette Valley Renal Center	17.14	1.57%	97.78%	
Portland Mlk Dialysis	35.84	43.40%	90.00%	62.32%
Battle Ground Dialysis	17.22	-5.50%	94.23%	49.39%
Puyallup Dialysis	24.00	-5.36%	94.68%	56.50%
Lakewood Community Dialysis Center	32.94	-0.04%	97.03%	74.90%
Federal Way Community Dialysis Center	59.25	9.07%	98.04%	74.66%
Tacoma Dialysis Center	24.16	13.67%	93.26%	74.79%
Graham Dialysis Center	30.13	-10.41%	96.61%	63.69%
Parkland Dialysis	8.55	1.96%	92.52%	72.67%
Olympia Dialysis Center	67.43	42.59%	100.00%	
Rainier View Dialysis	19.41	0.06%	100.00%	77.67%
Redondo Heights Dialysis	52.08	-0.66%	98.53%	
Mason County Dialysis	55.99	28.59%	100.00%	
Tumwater Dialysis	58.73	38.42%	95.74%	67.18%
Cooks Hill Dialysis	65.74	13.89%	100.00%	
Lake Tapps Dialysis	14.24	-25.25%	96.55%	
Lacey Dialysis	44.76	-21.50%	97.62%	
Kent Dialysis Center	38.68	16.36%	98.67%	57.42%
Westwood Dialysis Center	66.67	10.88%	92.31%	
Olympic View Dialysis Center	42.67	35.79%	95.45%	
Bellevue Dialysis Center	92.26	6.27%	100.00%	
Mill Creek Dialysis Center	57.79	10.16%	100.00%	
Whidbey Island Dialysis Center	45.43	37.21%	88.89%	
Everett Dialysis Center	49.98	18.32%	96.83%	78.59%
Pilchuck Dialysis	38.14	12.11%	91.07%	
Cascade Dialysis	54.34	-22.90%	86.36%	
Renton Dialysis	68.20	-17.72%	94.12%	
Lynnwood Dialysis	77.33	30.32%	100.00%	
Davita-mount Baker Kidney Center	57.83	-18.13%	99.12%	73.22%
Treasure Valley Dialysis Center	37.46	-4.76%	100.00%	
Nampa Dialysis Center	30.53	0.83%	96.55%	
Table Rock Dialysis Center	38.08	-44.40%	98.00%	55.84%
Twin Falls Dialysis Center	52.23	17.36%	100.00%	
Burley Dialysis Center	41.88	-5.99%	97.56%	66.60%

Appendix 19

CKD Community Education

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.

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.

- 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.

- 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.

  - 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

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)