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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 Director Special Projects Email Address Susie.Litts@davita.com	Date November 30, 2024 Telephone Number (253) 733-5298
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 DaVita Federal Way Dialysis to expand by five (5) stations, creating a twenty-three (23) station plus one (1) Certificate of Need-exempt isolation station dialysis facility that will provide and support in-center hemodialysis. Estimated capital expenditure: $163,360
This application is submitted under (check **one** box only): [ ] Concurrent Review **Cycle 1** – Nonspecial Circumstance [X] Concurrent Review **Cycle 2** – Nonspecial Circumstance	

Identify the Planning Area for this project as defined in WAC 246-310-800(15) King County 5 ESRD Planning Area

DAVITA

FEDERAL WAY COMMUNITY DIALYSIS EXPANSION
CERTIFICATE OF NEED APPLICATION

EXECUTIVE SUMMARY

Total Renal Care, Inc., a subsidiary of DaVita Inc. (hereafter "DaVita"), proposes to expand DaVita Federal Way Community Dialysis in the King County ESRD Planning Area Five (hereafter, “King 5”) by five (5) Certificate of Need-approved stations. DaVita’s proposal for an expanded, twenty-three (23) Certificate of Need-approved stations plus one (1) Certificate of Need exempt isolation station in Federal Way, Washington, will provide ESRD patients and their families with increased access in a planning area with high need for dialysis services. The Total Capital Expenditure as reflected in Table 10 will be $163,360 and will be financed through operational funds on-hand allocated for the project.

DaVita Federal Way Community Dialysis will continue to occupy 8,900 rentable square feet located at 1015 S 348TH ST, Federal Way, WA 98003.

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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. Federal Way Community Dialysis Center. DaVita's address is DaVita Inc., 2000 16th Street, Denver, CO 80202.

We also provide the following additional information regarding DaVita:

- DaVita is a leading provider of dialysis services in the United States for patients suffering from chronic kidney failure, also known as End Stage Renal Disease, or ESRD. As of December 31, 2023, DaVita provided dialysis, administrative and related laboratory services in the U.S. through a network of 2,675 outpatient dialysis centers in 46 states and the District of Columbia, serving a total of approximately 200,800 patients.
- Consistent with DaVita's mission statement to "Be the Provider, Partner and Employer of Choice" with an "unwavering pursuit of a healthier tomorrow", 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. Federal Way Community Dialysis Center will continue to carry out this commitment through:
    - Serving patients where they live and work.
    - Providing the highest quality patient care.
    - Providing proven infrastructure and continuity to grow rapidly and cost effectively in an underserved community.
    - Supporting new patients – All DaVita Kidney Centers within Washington State provide regular, in-center education and training with the goal to empower patients through information about their disease and ability to self-manage their care.
    - DaVita offers Kidney Smart, a non-branded, community-based education program for Chronic Kidney Disease (CKD) patients and their families.
    - DaVita offers access to a national non-profit kidney disease advocacy program: Dialysis Patient Citizens.

- DaVita Kidney Centers partner with a specialty-focused pharmacy service, WellDyneRx, for dialysis patients.
- DaVita's Guest Services Program provides assistance locating dialysis facilities for patients wishing to travel or relocate.

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.

Susie Litts – Director, Special Projects
DaVita Inc. – North Star Division
3201 S 323rd Street
Federal Way, WA 98001
Phone Number: (253) 733-5298
Email: susie.litts@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. The following identifying information should be included:

- **Facility Name(s)**
- **Facility Location**
- **Facility CMS Certification Number**
- **Facility Accreditation Status**
- **Operational date of most recent CN approval or exemption**

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 either by the Department of Health Facility and Licensing Division or on occasion by the National Dialysis Accreditation Commission ("NDAC"). All operating Washington State DaVita facilities are Medicare-certified or awaiting survey as noted. All operating DaVita facilities listed in Appendix 2 are Medicare certified or awaiting survey.

As of November 1, 2024, DaVita owns and operates forty-seven (47) certificate of need approved dialysis facilities in Washington State, plus four (4) Home only dialysis centers. These facilities, along with identifying information are included below.

Name	Address	Active Medicare #	CN
Auburn Valley Dialysis Center	1501 O Street SW Auburn, WA 98001	502617	CN1788E - 11/13/23
Battle Ground Dialysis	720 W MAIN ST STE 112 BATTLE GROUND, WA 98604	502584	CN1876 9/8/21
Bellevue Dialysis Center	3535 FACTORIA BLVD SE #150 BELLEVUE, WA 98006	502542	CN1774 - 12/4/19
Cascade Dialysis	145 CASCADE PLACE STE 100 BURLINGTON, WA 98233	502581	CN1840 – 8/17/20
Chinook Kidney Center	1315 AARON DR, BLDG C RICHLAND, WA 99352	502559	CN1938 – 10/31/22
Cooks Hill Dialysis	1815 Cooks Hill Rd CENTRALIA, WA 98531	502592	CN2012 - TBD
Cowlitz County Dialysis Center	467 Beechwood Street Woodland, WA 98674	Awaiting Cert Ltr	CN1936 - 4/1/24
Downtown Spokane Renal Center	601 WEST 5TH AVE STE 101 SPOKANE, WA 99204	502547	CN1756 – 9/3/2019
East Wenatchee Dialysis	300 COLORADO AVE EAST WENATCHEE, WA 98802	502569	CN1842 – 9/1/20
Ellensburg Dialysis Center	2101 W DOLARWAY RD, STE 1 ELLENSBURG, WA 98926	502552	CN1645 – prior to 2018
Everett Dialysis Center	8130 EVERGREEN WAY STE C EVERETT, WA 98203	502560	CN1977 - 8/20/20
Federal Way Community Dialysis Center	1015 S 348TH ST FEDERAL WAY, WA 98003	502513	CN1755 – 5/30/19
Ferndale Dialysis Center	1859 Main Street Ferndale, WA 98248	Awaiting Cert Ltr	CN1937 - 2/26/24
Graham Dialysis Center	10224 196TH ST CT E STE 300 GRAHAM, WA 98338	502554	CN1889 – 6/12/23
Indian Trail Dialysis	5420 W Lowell Ave Spokane, WA 99208	502606	CN1782 – 2/24/21
Issaquah Dialysis Center	730 NW GILMAN BLVD C110 ISSAQUAH, WA 98027	502611	CN1844 – 11/29/22

Kennewick Dialysis	3208 W 19TH AVE, STE 101 KENNEWICK, WA 99337	502572	CN1939 – 8/1/22
Kent Dialysis Center	21851 84th Ave S KENT, WA 98032	502526	CN1874 – 8/31/21
Lacey Dialysis	5200 Yelm Hwy SE LACEY, WA 98503	502607	CN2002 – 6/2/21
Lake Tapps Dialysis	16290 Auto Lane SUMNER, WA 98390	502605	CN1771 – 12/25/20
Lakewood Community Dialysis Center	5919 LAKEWOOD TOWNE CENTER BLVD SW #A LAKEWOOD, WA 98499	502519	CN1651 – prior to 2018
Lynnwood Dialysis	13619 Mukilteo Speedway Ste D-1 LYNNWOOD, WA 98087	502595	CN1963 – 3/1/23
Mason County Dialysis Center	1930 Olympic HWY N Shelton, WA 98584	502583	CN1968 – 4/6/23
Mid Columbia Kidney Center	6825 BURDEN BLVD STE A PASCO, WA 99301	502504	CN2000 - TBD
Mill Creek Dialysis Center	18001 BOTHELL EVERETT HWY STE 112 BOTHELL, WA 98012	502561	CN1996 - 5/31/24
Monument Hill Dialysis	900 13th Ave SW, STE A QUINCY, WA 98848	502610	CN1863 – 7/14/22
Mount Baker Kidney Center	410 BIRCHWOOD SUITE 100 BELLINGHAM, WA 98225	502501	CN1831R – 7/24/21
Mt Adams Kidney Center	3220 PICARD PLACE SUNNYSIDE, WA 98944	502514	CN1926 – 7/21/22
North Spokane Renal Center	7701 N DIVISION STREET SPOKANE, WA 99208	502538	CN1656 – prior to 2018
Olympia Dialysis Center	335 COOPER POINT RD NW, STE 105 OLYMPIA, WA 98502	502555	CN2002 - 7/8/24
Olympic View Dialysis Center	125 16TH AVE E, 5th Floor SEATTLE, WA 98112	502525	CN1658 – prior to 2018
Parkland Dialysis	311 140TH ST S PARKLAND, WA 98444	502566	CN1659 – prior to 2018
Pilchuck Dialysis	1250 STATE AVE MARYSVILLE, WA 98270	502577	CN1977 - 8/2/24
Puyallup Dialysis	802 30th Ave SW PUYALLUP, WA 98373	502534	CN1661 – prior to 2018
Rainier View Dialysis	1822 112TH ST EAST SUITE A TACOMA, WA 98445	502579	CN1871 – 2/20/23
Redondo Heights Dialysis	31811 PACIFIC HIGHWAY S, Ste A FEDERAL WAY, WA 98003	502585	CN1933 – 12/4/23
Renton Dialysis	4110 NE 4TH ST STE E RENTON, WA 98059	502586	CN1640 – prior to 2018
Spokane Valley Renal Center	12610 E MIRABEAU PKWY SUITE 100 SPOKANE, WA 98216	502537	CN1754 – 4/6/19

Tacoma Dialysis Center	3401 S 19TH ST TACOMA, WA 98405	502551	CN1793 – 12/4/19
Tumwater Dialysis Center	855 TROSPER RD SW STE 110 TUMWATER, WA 98512	502578	CN1666 – prior to 2018
Union Gap Dialysis	1236 AHTANUM RIDGE DR UNION GAP, WA 98903	502543	CN1884 – 8/30/21
Vancouver Dialysis Center	9120 NE VANCOUVER MALL DR SUITE 160 VANCOUVER, WA 98662	502550	CN1875 – 9/2/21
Wapato Dialysis	502 West 1st Street WAPATO, WA 98951	502596	CN1641 – 8/18/18
Wenatchee Valley Dialysis	116 OLDS STATION RD WENATCHEE, WA 98801	502568	CN1669 – prior to 2018
Westwood Dialysis Center	2615 SW TRENTON ST SEATTLE, WA 98126	502544	CN 1776 – 2/2/21
Yakima Dialysis Center	1221 N 16TH AVE YAKIMA, WA 98902	502541	CN1886 - 9/14/21
Zillah Dialysis	823 ZILLAH WEST RD STE 300 ZILLAH, WA 98953	502571	CN1885 - 9/30/21

Seaview Dialysis Center	101 18TH ST SE LONG BEACH, WA 98631	N/A	Closed in 2024
Whidbey Island Dialysis Center	32650 STATE ROUTE 20 BLDG D-101 OAK HARBOR, WA 98277	N/A	Closed in 2024

Greater Tacoma Home Training	3630 S CEDAR ST, STE J TACOMA, WA 98409	Yes	Exempt
Lake Aspen Home Training	1330 N 16th Ave, Ste B Yakima, WA 98902	Yes	Exempt
Smokey Point Home Dialysis	16410 Smokey Point Blvd, Ste 205 Arlington, WA 98223	Yes	Exempt
Tri-Cities Home Training	6816 W Rio Grande Ave, Ste B KENNEWICK, WA 99336	Yes	Exempt

II. Project Description

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

DaVita Federal Way Community Dialysis provides kidney dialysis services for residents of the King 5 planning area. The facility location is:

1015 S 348TH ST
FEDERAL WAY, WA 98003

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.

As an expansion of the existing clinic, this question is not applicable.

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

This project will add five (5) new stations to the planning area, thereby fully meeting the 2028 projected need as calculated by the Washington State Department of Health and provide enhanced access for King 5 resident ESRD patients. The new stations will be added to the existing DaVita Federal Way Community Dialysis facility.

Patients will maintain their access to DaVita national programs including access to the Guest Services Program that assists with locating dialysis facilities for patients wishing to travel or relocate. Additionally, the Kidney Smart Education Program, which is described in Appendix 18, 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. DaVita Inc., through Total Renal Care, Inc., will remain the sole owner of DaVita Federal Way Community Dialysis.

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 estimated project timeline based on approval date, assuming all variables operate according to historical trends.

Please also note that this timeline assumes that DaVita's project is approved in June 2025 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 accordingly.

Table 1
Federal Way Community Dialysis +5 Expansion
Anticipated Dates of Project Implementation

Event	Anticipated Month, Day, and Year
Project Approval	6/1/2025
Design Complete	6/1/2025
Construction Commenced	N/A - no construction
Construction Completed	N/A - no construction
Facility Prepared for Survey/ "Operational"	12/31/2025

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

DaVita expects that Federal Way Community Dialysis will be operational and prepared for survey as defined in WAC 246-310-800(12) by **December 2025** based on a June 2025 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.

No services are expected to change as a result of this project.

DaVita Federal Way Community Dialysis provides, and will continue to provide services for:

- Hemodialysis patients who dialyze in the chronic setting, including those requiring isolation, requiring a permanent bed, or requiring treatment shifts that begin after 5:00 PM
- Peritoneal dialysis training

Additional services provided include:

- Treatment for visiting in-center hemodialysis patients from other areas outside King County, and
- Community education for patients recently diagnosed with Chronic Kidney Disease (CKD).

DaVita Federal Way Community Dialysis has the ability to provide home hemodialysis training, however, that modality is currently on hold to support higher PD training demand. Patients seeking home hemodialysis training are provided access to care at nearby DaVita Auburn Valley and DaVita Tacoma clinics.

8. Fill out the table below identifying the current (if applicable) and proposed configuration of dialysis stations. Note – an exempt isolation station defined under

WAC 246-310-800(9) would not be counted in the methodology, but would be included in the total count of certified in-center stations.

	Before		After	
	CMS Certified Stations	Stations Counted in the Methodology	CMS Certified Stations	Stations Counted in the Methodology
General Use In-center Stations	17	17	22	22
Permanent Bed Stations	1	1	1	1
Exempt Isolation Station	1	0	1	0
Total Stations	**19**	**18**	**24**	**23**

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

Upon completion of the project, DaVita Federal Way Community Dialysis will expand the capacity to serve patients requiring in-center hemodialysis (both chronic and acute), patients requiring isolation, patients requiring a permanent bed station, and those requiring treatment shifts beginning after 5:00 PM. It will also serve visiting hemodialysis patients and recently diagnosed CKD patients.

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

A copy of the letter of intent is included in Appendix 5.

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

A single line drawing, showing DaVita Federal Way Community Dialysis before and after project completion, is included as Appendix 17. After completion of the project, there will be room for 1 future expansion chair.

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

The DaVita Federal Way Community Dialysis Center has 8,900 (gross) rentable and 8,679 usable square feet, with 3,708 square feet for the treatment area and 4,970 square feet for the non-treatment area. Space allocations are included in Table 2 below.

SQUARE FOOTAGE ALLOCATION		
Category	**Before Completion**	**After Completion**
Treatment Floor Area		
Chronic Dialysis Stations	1,360	1,760
Isolation Station	121	121
Permanent Bed Station	100	100
Expansion Stations	160	80
Nurse Station / Med Prep Area	375	375
Patient Prep	116	116
Circulation	1,476	1,156
Treatment Floor Area Total	**3,708**	**3,708**
Non-Treatment Floor Area		
Water Room / Lab Prep	483	483
Re-Use	141	141
Bio-Med	141	141
Staff Toilet / Lounge	370	370
Janitorial / Electric	128	128
Business Office / Medical Records	318	318
Reception	379	379
Conference Room / Huddle	315	315
Home Training, PD & HHD Nurses	384	384
Patient Toilets	130	130
Storage / Med Waste / Wheelchair	547	547
Staff Offices	685	685
HVAC / Circulation	949	949
Non-Treatment Floor Area Total	**4,970**	**4,970**
Total Space (NET)	**8,679**	**8,679**

In Table 3, below, the maximum treatment area square footage is calculated at 6,738 square feet. Treatment floor area at project completion will be 3,708 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	22	150	3,300
(b) Permanent Bed	1	200	200
(b) Exempt Isolation	1	200	200
(c) Future Expansion	1	150	150
Other Treatment Floor Space	*75% * sum of (a), (b) and (c)*		2,888
Total			**6,738**

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 Federal Way Community Dialysis is, and will remain after project completion, certified by Medicare and Medicaid.

Medicare Provider Number: 502513

Medicaid Provider Number: 3016128

III. Certificate of Need Review Criteria

A. Need (WAC 246-310-210)

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

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

WAC 246-310-800(15) defines the King County 5 ESRD planning area. Table 4 provides a list of all currently approved dialysis facilities operating in the King 5 planning area.

Table 4		
Existing Dialysis Facilities in King 5	**Provider**	**Approved Stations**
DVA FEDERAL WAY 502513	DVA	18
DVA REDONDO HTS Fed Wy 502585	DVA	18
NKC FEDERAL WAY WEST 502594	NKC	8

2. Provide utilization data for the facilities listed above according to the most recent NWRN modality report. Based on the standards in WAC 246-310-812(5) and (6), demonstrate that all facilities in the planning area either:

a. have met the utilization standard for the planning area;
b. have been in operation for three or more years; or
c. have not met the timeline represented in their Certificate of Need application

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

Table 5 provides current utilization levels for all existing dialysis facilities in the planning area.

Table 5	Quarterly Utilization of Existing Stations				Eligibility Criteria		
Existing Dialysis Facilities in King 5	Provider	Approved Stations	NWRN 6/30/2024		Standard Met?		
			Patients	Patients per station	4.5 patients per station	Operating 3+ years?	Missed Operational Timeline?
DVA FEDERAL WAY 502513	DVA	18	104	5.78	Y	Y	-
DVA REDONDO HTS Fed Wy 502585	DVA	18	71	3.94	N	N	Y
NKC FEDERAL WAY WEST 502594	NKC	8	43	5.38	Y	Y	-

Per Table 5, King 5 is open for applications under the eligibility criteria for this planning area.

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

WAC 246-310-812 outlines the applicable standards and methodology to determine planning area need. WAC 246-310-800(15) defines a “planning area” as an individual geographic area designated by the department for which kidney dialysis station need projections are calculated. The 6 year in-center hemodialysis patient historical volume for the King 5 ESRD planning area is represented below in Table 6, per data from the year-end NWRN modality reports.

Table 6						
Planning Area In-Center Resident Incenter Patients by Year						
Year	2018	2019	2020	2021	2022	2023
98003	78	92	97	97	103	100
98023	64	63	74	85	89	84
King 5	**142**	**155**	**171**	**182**	**192**	**184**

Table 7 analyzes the historical growth rate for the number of resident in-center patients 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	2018	2019	2020	2021	2022	2023
King 5	142	155	171	182	192	184
% Change		**9.15%**	**10.32%**	**6.43%**	**5.49%**	**-4.17%**
6% growth or greater?		**TRUE**	**TRUE**	**TRUE**	**FALSE**	**FALSE**

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
	2024	2025	2026	2027	**2028**
Projected Hemodialysis Patients	200.50	208.40	216.30	224.20	**232.10**
Patient: Station Conversion Factor	4.8	4.8	4.8	4.8	**4.8**
Total Station Need	41.77	43.42	45.06	46.71	**48.35**
Rounded to next whole number	**42**	**44**	**46**	**47**	**49**
Existing Stations	44	44	44	44	**44**
Net Station Need	2	0	-2	-3	**-5**

King 5 shows need for five (5) stations in the fifth year of the projection, 2028.

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

As DaVita Federal Way Community Dialysis is an existing facility for which DaVita is applying to expand by five (5) stations, 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 12/31/2021, 12/31/2022, and 12/31/2023. The relevant data for total in-center stations is the historical number of operational stations for the majority of 2021, 2022, and 2023. The relevant data for total in-center treatments and total home treatments is from internal calendar year-end financial reports.

Table 9 DVA Federal Way Community Dialysis Historical Utilization	2021	2022	2023
Total in-center stations (exc. Iso)	18	18	18
Total in-center patients (end of year)	104	110	103
Total in-center treatments	15,750	16,088	15,878
Total PD patients (end of year)	17	12	20
Total PD treatments	3,209	2,248	2,642

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

The table below provides a summary of projected utilization for the first three full years of operation through completion of the third full year of operation (2026 - 2028). In-center patient volume is based on a 5-year projection of the planning area patients using a regression of 5 years historical data per the Department's methodology and DaVita's own experience, including the current and expected amount of capacity open in the other centers in the planning area. In-center treatments are based on an assumed 3 treatments per week per patient for 52 weeks with a 5% allowance for missed treatments.

	Forecast 2024	Forecast 2025	Full Year 2026	Full Year 2027	Full Year 2028
Total in-center stations (excluding CON exempt ISO)	18	18	23	23	23
Total in-center patients (end of year)	110	113	117	121	125
Total in-center treatments	15,783	16,524	17,043	17,636	18,229
Total PD patients (end of year)	22	22	23	24	25
Tota PD treatments	3,112	3,260	3,335	3,483	3,631

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

Please see the information provided in Appendix 4.

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

DaVita is not aware of any factors relating to its proposed offering of services at DaVita Federal Way Community Dialysis that could restrict patient access to dialysis services in the planning area. The addition of five (5) stations in the planning area, where the planning area is operating above the utilization threshold will both meet the need projection and enhance patient access to care with additional shift availability.

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

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 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 details the funds that have been budgeted to provide charity care.

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

This project is not a relocation and thus not applicable.

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

This project is not a relocation and thus not applicable.

11. Provide a copy of the following policies:

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

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

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

1. Provide documentation that demonstrates the immediate and long-range capital and operating costs of the project can be met. This should include but is not limited to:

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

c. For existing facilities proposing a station addition, provide historical revenue and expense statements, including the current year. Ensure these are in the same format as the pro forma projections. For incomplete years, identify whether the data is annualized.

Utilization projections are included in Question 5 in the in the Need section above. The 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

The Medical Director Agreement is included in Appendix 3. No other agreements listed are applicable to this project.

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

The DaVita Federal Way Community 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 Federal Way Community 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 Federal Way +5 Expansion 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	$ 12,500
g. Fixed Equipment (not already included in the construction contract)	$ 2,250
h. Movable Equipment	$ 121,230
i. Architect and Engineering Fees	$ 5,000
j. Consulting Fees	$ -
k. Site Preparation	$ -
l. Supervision and Inspection of Site (including Permits)	$ 8,000
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	$ 14,380
Total Estimated Capital Expenditure	**$163,360**

(f) Building construction cost estimate is a contingency for incidental work that may arise during the project. Sales tax is assumed at the Federal Way, WA 98003 rate of 10.2% 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.

N/A – no construction required

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

The 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 Federal Way Community Dialysis Center's current payor mix and expenses. All major pro forma assumptions are also outlined in Appendix 9.

As reimbursement for dialysis services is 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 increase patient access.

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

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

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

10. Provide the 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 Federal Way Community Dialysis, projected using facility data and aligned with the pro forma operating statement.

Table 11 Federal Way +5 Expansion Historical & Projected Payer Mix	Percentage by Revenue	Percentage by Patient
Medicare	45.28%	58.27%
Medicaid	9.68%	14.26%
Commercial, Other Government, and Other	45.04%	27.47%
Total	100.00%	100.00%

"Other" includes such categories as one-off agreements and patient pay and on average constitutes 1% or less share of payer mix.

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.

Table 12 Federal Way +5 Expansion New Equipment	
Expenditure Category	**Allocated Equipment**
Communication/Computer Equipment	$ 20,500
Water Treatment/Biomedical/Reuse	$ 3,000
Clinical Equipment	$ 99,730
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.	$ 250
Sales Tax	$ 12,595
Total Equipment Costs (Fixed and Movable)	**$ 136,075**

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

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

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

This question is not applicable.

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

Audited financial statements for DaVita Inc., covering the 3-year periods from 2021-2023, 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 Federal Way Community Dialysis. Other labor is primarily new and existing teammate training, with additional hours for patient education and anemia and inventory management.

Table 13	Federal Way +5 Expansion		FTEs							
	Avg Wage Rate	Staffing Ratio (pts per shift, station)	Historical 2021	Historical 2022	Historical 2023	Forecast 2024	Forecast 2025	Full Year 2026	Full Year 2027	Full Year 2028
Administrator	$ 56.48	80	0.94	0.93	1.80	1.59	1.67	1.72	1.78	1.84
Admin Assistant	$ 24.37	110	0.94	0.88	0.96	1.16	1.21	1.25	1.30	1.34
Social Worker	$ 38.99	120	1.00	0.93	0.81	1.06	1.11	1.15	1.19	1.23
Dietician	$ 35.63	120	1.04	0.80	0.81	1.06	1.11	1.15	1.19	1.23
RN - In-Center	$ 55.73	12	4.20	4.15	4.32	4.32	4.53	4.67	4.83	4.99
PCT	$ 27.19	4	9.07	9.60	9.49	9.49	9.94	10.25	10.60	10.96
RN - PD	$ 51.04	18	0.92	1.04	0.96	1.17	1.22	1.25	1.31	1.36
Biomed	$ 31.51	40	0.56	0.46	0.51	0.48	0.48	0.60	0.60	0.60
Other	$ 37.72	80	0.89	1.35	1.31	1.31	1.31	1.31	1.31	1.31

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 anemia and inventory management, and new and existing teammate training hours.

FY21-FY23 are actual historical hours, divided by 2080 hours per year to convert to FTE. These are annual averages and will fluctuate during a given year. All other years are developed using FY23 actuals and staffing ratios. Biomed hours relate directly to the number of stations at a facility, so they are relatively stable even as census goes up slightly between FY21-FY23 and increase in FY26 due to the opening of additional stations.

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 2023. Benefits are calculated at 37.95% 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 current Medical Director is Dr. Yajuan (June) He (MD #00040949). Dr. He is under contract to provide medical director services to DaVita Federal Way Community Dialysis and is not an employee of DaVita.

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

The DaVita Federal Way Community Dialysis Facility Administrator (FA) is Mayday Santos and the Clinical Coordinator is Rachelle Fiesta.

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 the existing staff will continue to operate DaVita Federal Way Community Dialysis. Additionally, based on our experience operating facilities in the planning area, DaVita anticipates that staff from the existing and geographically adjacent facilities will be adequate to serve patients at the expanded clinic when coverage needs require. DaVita uses a community scheduling model which creates a forum to share staffing resources and visibility into needs across a geographic area, thereby improving visibility to available resources for coverage. If that were not enough, DaVita can and would also call upon float teams (dedicated internal teammates or teammates from other areas) or externally contracted resources to travel to the clinic to provide coverage.

While new staff will be required as census grows, DaVita has been repeatedly recognized as a Top Employer and a Military Friendly Employer and offers a competitive wage and benefit package to attract and retain employees. DaVita has recruiters dedicated to recruitment in this geography and posts openings nationally, both internally and external to DaVita. DaVita has also implemented internal referral bonuses for key team members to aid with recruitment. Additionally, DaVita has increased its commitment to international nurse recruitment and sponsorship. Nurses sponsored from abroad have recently started with DaVita and are serving patients in Washington state.

"A Community First and a Company Second", DaVita is committed to providing teammates and families benefits that help connect to what matters most. DaVita offers a wide range of programs and support to help provide for teammates and their families as well as providing training programs for career growth and advancement. These programs include things such as formal compensation plans which compensate based on skills and responsibilities, new teammate training, tuition reimbursement and assistance programs, and leadership development programs. Please see https://www.davitacommunitycare.com/caring-for-each-other

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 Federal Way Community 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 to the project.

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

Ancillary services such as social services, nutrition services, financial counseling, pharmacy access, patient education, staff education, information services, material management, administration and biomedical technical services are provided on site. Additional services are coordinated through DaVita's main office in Denver, Colorado, and support offices across the country including in Federal Way, Washington. 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 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 a list of healthcare facilities provided in Table 14, below.

Table 14 **Healthcare Facility Relationships**	**Type of Relationship**
North Auburn Rehabilitation Center	Nursing Home Dialysis Transfer Agreement
Garden Terrace	Nursing Home Dialysis Transfer Agreement
Life Care Center	Nursing Home Dialysis Transfer Agreement
Avalon HealthCare	Nursing Home Dialysis Transfer Agreement
Wesley Homes	Nursing Home Dialysis Transfer Agreement

St Joseph Hospital	Patient Transfer
Virginia Mason	Transplant
University of WA Medical Center	Transplant
Swedish Medical Center	Transplant

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 existing transfer agreement provided in Appendix 12. This agreement shall continue in effect indefinitely after the initial term, unless terminated by either party.

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 knowledge of 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

The proposed expansion of DaVita Federal Way Community Dialysis will have no change to the ability to provide ongoing and quality care in King 5 Planning Area and will not create an unwarranted fragmentation of services. Adding chairs to the clinic will enhance the ability to provide services to the patients in the area due to the expanded capacity and open shift times. All existing services will continue to be served as described in Section II (Project Description) of the application.

To ensure quality of care, DaVita utilizes a Continuous Quality Improvement (CQI) program incorporating 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'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 Federal Way Community Dialysis and an area care 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.

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 daily, 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 dialysis 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.

DaVita Federal Way Community Dialysis has an established relationship to the service area's existing health care system and will remain a key component of the health care system in the service area while enabling enhanced patient access. 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. Do not apply for additional stations in the King 5 planning area.

- King 5 continues to grow in ESRD population, with a calculated need for five (5) additional stations. With strong demand for access to DaVita's services but no application, patients will be forced to dialyze at less convenient times, locations, or even out of the planning area entirely.
- This alternative was rejected as it does not improve access to care for the community.

Alternative 2a: Expand the existing Redondo Heights facility by five (5) stations.

Or 2b: Expand the existing Federal Way facility by five (5) stations.

- Capacity: Meets the projected need for the planning area
- Speed: Either clinic can expand in the existing location with minimal infrastructure work, therefore, add these stations quickly and efficiently to increase patient access to dialysis with more shift options.
- Cost: Low cost to expand as building space is available to repurpose. Infrastructure is in place for dialysis and healthcare requirements.

This alternative was selected as the fastest to implement and lowest cost to develop and fully meet the calculated need of five (5) stations. Specifically, option 2B Federal Way was selected as 2A Redondo Heights was determined to be ineligible as it has not been in its current location for required three years.

Alternative 3: Establish a new clinic in the King 5 planning area.

3A: Clinic with five (5) plus one isolation stations

3B: Clinics with five (5) plus one isolation stations, plus transfer chairs from another clinic

- This alternative would take more time to implement and have a higher cost to develop, impacting the speed in which patients would be provided more shift options.
- Capacity: Meets the projected need for the planning area, however, existing clinics have room to expand with less cost.
- Speed: Longer time to develop as site would need to be built or built out for the infrastructure needed for dialysis and healthcare requirements
- Cost: Higher cost option due to shell and or infrastructure buildout
- This alternative was rejected due to time and cost to implement.

Alternative 4: Relocate and expand one of the existing clinics by five (5) stations in the King 5 planning area.

- This alternative would take more time and have a higher cost to develop, impacting the speed in which patients would be provided more care options.
- Capacity: Meets the projected need for the planning area, however, existing clinics have room to expand and are centrally located to provide local access for patients.
- Speed: Longer time to develop as site would need to be built or built out for the infrastructure needed for dialysis and healthcare requirements
- Cost: Higher cost option due to shell and or infrastructure buildout
- This alternative was rejected as unnecessary due to available space in existing clinics, and a longer duration and higher cost to implement.

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

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

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

DaVita's two closest facilities to DaVita Federal Way Community Dialysis are:

- DaVita Redondo Heights
- DaVita Tacoma

Note: DaVita Auburn Valley is closer than DaVita Tacoma, however per WAC 246-310-827(3)(d), is not considered comparable due to lack of complete Medicare data and has been granted an exemption.

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, no other applications will be submitted by DaVita under this concurrent review cycle.

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 Federal Way Community Dialysis was built to meet or exceed the energy conservation standards in place at the time of original construction. The current project does not require physical plant changes; therefore, no plant design changes are anticipated resulting from the award.

The expanded capacity will create staffing efficiencies and increase teammate satisfaction with fewer part time needs. Expanding from 18 to 23 chairs will not require hiring an additional RN as 18 and 23 chairs both require a second RN but at full vs part time shifts.

The expanded capacity will also leverage existing space, which will not require expansion of vendor services and/or cost increases for fixed cost items which may include items such as: rent, pest control and cleaning.

APPENDICES

Appendix 01 Organizational Chart

Appendix 02 Master Legal Entity List; National DaVita Facilities

Appendix 03 Medical Director Agreement

Appendix 04 Patients by Zip Code

Appendix 05 Letter of Intent

Appendix 06 Operational and Financial Commitment Letter

Appendix 07 Credentialed Staff

Appendix 08 Historical & Current Financials

Appendix 09 Detailed Projected Operating Statement (Pro Forma)

Appendix 10 Audited Financial Statements; SEC 10k

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 Existing Lease Agreement

Appendix 16 Zoning Documentation

Appendix 17 Single Line Drawing

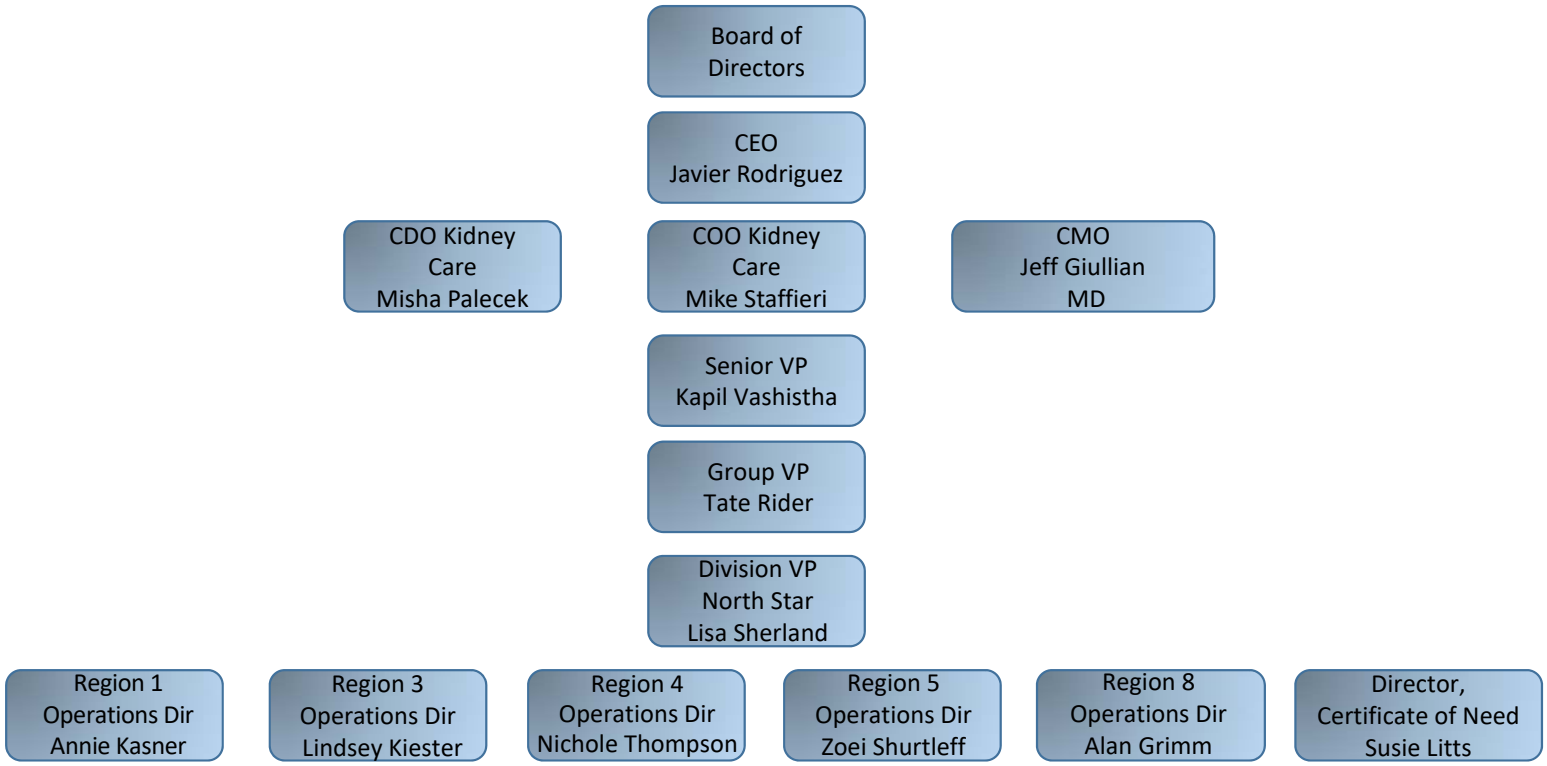
Appendix 18 DaVita's Physician, Community and Patient Services

Appendix 19 Nonbinding Contractor's Estimate

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 March 11, 2024

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
0	DaVita Inc.	Publicly Traded	DE	For Profit Corporation	N/A
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 Forge Holding, 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	Mozarc Medical Holding LLC	DaVita Inc.	DE	Limited Liability Company	50%
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	8.8235%
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 Chile Holding SpA	DC Healthcare International, Inc.	Chile	Sociedad Por Acciones	0.000005%
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%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of March 11, 2024

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
2	DaVita UK Holding Limited	DC Healthcare International, Inc.	United Kingdom	Private Company Limited by Shares	100%
2	Cimarron Dialysis, LLC	DVA Renal Healthcare, Inc.	DE	Limited Liability Company	55%
2	Columbus-RNA-DaVita, LLC	DVA Renal Healthcare, Inc.	DE	Limited Liability Company	100%
2	DVA Healthcare - Southwest Ohio, LLC	DVA Renal Healthcare, Inc.	TN	Limited Liability Company	80.5%
2	DVA Healthcare Procurement Services, Inc.	DVA Renal Healthcare, Inc.	CA	For Profit Corporation	100%
2	DVA Healthcare of Maryland, LLC	DVA Renal Healthcare, Inc.	MD	Limited Liability Company	100%
2	DVA Healthcare of Massachusetts, Inc.	DVA Renal Healthcare, Inc.	MA	For Profit Corporation	100%
2	DVA Healthcare of New London, LLC	DVA Renal Healthcare, Inc.	TN	Limited Liability Company	51%
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	Ohio River Dialysis, LLC	DVA Renal Healthcare, Inc.	DE	Limited Liability Company	55%
2	Ouabache Dialysis, LLC	DVA Renal Healthcare, Inc.	DE	Limited Liability Company	100%
2	Palmas Dialysis, LLC	DVA Renal Healthcare, Inc.	DE	Limited Liability Company	100%
2	Philadelphia-Camden Integrated Kidney Care, LLC	DVA Renal Healthcare, Inc.	DE	Limited Liability Company	10.571%
2	Phoenix-Tucson Integrated Kidney Care, LLC	DVA Renal Healthcare, Inc.	DE	Limited Liability Company	6.4978%
2	Rockhound Dialysis, LLC	DVA Renal Healthcare, Inc.	DE	Limited Liability Company	100%
2	South Florida Integrated Kidney Care, LLC	DVA Renal Healthcare, Inc.	DE	Limited Liability Company	29.967%
2	Targhee Dialysis, LLC	DVA Renal Healthcare, Inc.	DE	Limited Liability Company	55%
2	Tenack Dialysis, LLC	DVA Renal Healthcare, Inc.	DE	Limited Liability Company	55%

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	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%
2	Able Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	71.6%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of March 11, 2024

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	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	89.1204%
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	95%
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%

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	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	Bladon Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60.1%
2	Blake Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Blanco Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	87.5%
2	Blauvelt Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Bliss Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Blue Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Bluegrass Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Bohama Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	55%
2	Boltron Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Bonister Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of March 11, 2024

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	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%
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	80.843%
2	Cadeen 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	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	Castlewood Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Caswell Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Catello Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Cathedral Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Caverns Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	84.6%
2	Cedar Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	70%

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	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	Clydesdale Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	76.3735%
2	Coast Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Cobbles Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Codona Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
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%

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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	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	Cordary 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%
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%

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 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%
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%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of March 11, 2024

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	51%
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%
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	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	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%
2	Garden State Renal, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90.5%
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%

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	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	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	93.0886%
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	100%
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%

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	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	Hazelton Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Heavener Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Heckscher Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Hegan Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Heideck Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
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%

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	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	Total Renal Care, Inc.	DE	Limited Partnership	1%
2	Humboldt Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Hummer Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Hunter Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	95%
2	Huntington Park Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Hyattsville Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Hyde Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Idosta Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Iowa Health-Des Moines DaVita Dialysis Partnership, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Iroquois Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Itasca Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	J.E.T. New Orleans East Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Jacinto Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Jedburg Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Jenness Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	55%
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%

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	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%
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	93.473%
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%

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	Lanier Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Lapham Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	97.8486%
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%
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	60%
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%

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	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%
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	100%
2	Mason-Dixon Dialysis Facilities, Inc.	Total Renal Care, Inc.	MD	For Profit Corporation	
2	Mautino 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	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%
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%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of March 11, 2024

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	Naville Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Navin Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	66%
2	Neff Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Nehalem Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Nehall Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	84.5911%
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%

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

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	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	Petra Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	60%
2	Philadelphia-Camden Integrated Kidney Care, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	10.571%
2	Phoenix-Tucson Integrated Kidney Care, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	12.996%
2	Pible Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Pine Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Pinewoods Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	80.62%
2	Pinon Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
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	95.5998%
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%

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	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%
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	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%

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	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	Roose Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	80%
2	Rophets Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Roushe Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Royale Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Runstone Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	Rusk Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	90%
2	Rutland Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	51%
2	Rutledge Dialysis, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	96.0694%
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%

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

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	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%
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%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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%
2	Sun City West Dialysis Center, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	54.2553%
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	60%
2	Sylvania Dialysis Center, LLC	Total Renal Care, Inc.	DE	Limited Liability Company	100%
2	TRC - Four Corners Dialysis Clinics, L.L.C.	Total Renal Care, Inc.	NM	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%

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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	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%
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%

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

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

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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%
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 Care Regional Headquarters Company	DV Care Netherlands B.V.	Saudi Arabia	Limited Liability Company	100%
3	DaVita Chile Holding SpA	DV Care Netherlands B.V.	Chile	Sociedad Por Acciones	99.999995%
3	DaVita Chile S.A.	DV Care Netherlands B.V.	Chile	Sociedad Anonima (S.A.)	0.000005%
3	DaVita Cia Ltda	DV Care Netherlands B.V.	Ecuador	Limited Liability Company/Ltda	100%
3	DaVita Germany GmbH	DV Care Netherlands B.V.	Germany	Gesellschaft mit beschränkter	100%
3	DaVita S.A.S.	DV Care Netherlands B.V.	Colombia	Sociedad por Acciones	100%
3	DaVita Sp. z o.o.	DV Care Netherlands B.V.	Poland	Spolka Z Ograniczona	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%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	DaVita Care Pte. Ltd.	DaVita APAC Holding B.V.	Singapore	Private Company Limited by Shares	75%
3	DaVita Japan 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 do Rim 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 Serviço de Nefrologia Palmas Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.9999%
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 Belém 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%
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%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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 América 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 Marista 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 Pantanal 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 Planalto Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Serviços de Nefrologia Porto Velho Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	80%
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%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	DaVita Serviços de Nefrologia Sumaré Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Serviços de Nefrologia São 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 São Luis 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	99.9999%
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 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	Renal Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
3	DaVita Chile S.A.	DaVita Chile Holding SpA	Chile	Sociedad Anonima (S.A.)	99.999995%
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%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of March 11, 2024

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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%
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 Western 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 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 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 Alabama, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	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 California, 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%

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	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%
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 Missouri And Kansas, 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 Pacific Northwest, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise Of Reno, 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 Diego, 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 South Carolina, 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%

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	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 Fresno, LLC	DaVita Value-Based Enterprise, LLC	DE	Limited Liability Company	100%
3	Value-Based Enterprise of New York Metro, 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%
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 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	

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	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	Alenes Dialysis, LLC	Garden State Renal, LLC	DE	Limited Liability Company	78.56%
3	Bayonne Renal Center, LLC	Garden State Renal, LLC	DE	Limited Liability Company	100%
3	Brookstone Dialysis, LLC	Garden State Renal, LLC	DE	Limited Liability Company	65%
3	Buckhorn Dialysis, LLC	Garden State Renal, LLC	DE	Limited Liability Company	74%
3	Freehold Artificial Kidney Center, L.L.C.	Garden State Renal, LLC	NJ	Limited Liability Company	100%
3	Ganois Dialysis, LLC	Garden State Renal, LLC	DE	Limited Liability Company	93.645%
3	Gebhard Dialysis, LLC	Garden State Renal, LLC	DE	Limited Liability Company	60%
3	Hawn Dialysis, LLC	Garden State Renal, LLC	DE	Limited Liability Company	67%
3	Kidney Life, LLC	Garden State Renal, LLC	NJ	Limited Liability Company	100%
3	Logoley Dialysis, LLC	Garden State Renal, LLC	DE	Limited Liability Company	60%
3	Merrik Dialysis, LLC	Garden State Renal, LLC	DE	Limited Liability Company	78.9345%
3	Navarro Dialysis, LLC	Garden State Renal, LLC	DE	Limited Liability Company	85.998%
3	Neptune Artificial Kidney Center, L.L.C.	Garden State Renal, LLC	NJ	Limited Liability Company	100%
3	Norte Dialysis, LLC	Garden State Renal, LLC	DE	Limited Liability Company	89.0392%
3	Pershing Dialysis, LLC	Garden State Renal, LLC	DE	Limited Liability Company	90%
3	Pinson Dialysis, LLC	Garden State Renal, LLC	DE	Limited Liability Company	60%
3	Redcliff Dialysis, LLC	Garden State Renal, LLC	DE	Limited Liability Company	68%
3	Renal Center of Hamilton, LLC	Garden State Renal, LLC	DE	Limited Liability Company	100%
3	Renal Center of Monroe, LLC	Garden State Renal, LLC	DE	Limited Liability Company	100%
3	Ronan Dialysis, LLC	Garden State Renal, LLC	DE	Limited Liability Company	58%
3	Unicoi Dialysis, LLC	Garden State Renal, LLC	DE	Limited Liability Company	80%
3	Valmack Dialysis, LLC	Garden State Renal, LLC	DE	Limited Liability Company	88%
3	Wahconah Dialysis, LLC	Garden State Renal, LLC	DE	Limited Liability Company	60%
3	Zellier Dialysis, LLC	Garden State Renal, LLC	DE	Limited Liability Company	60%
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%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	South Florida Integrated Kidney Care, LLC	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%
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	Crestshore Dialysis, LLC	Knickerbocker Dialysis, Inc.	NY	Limited Liability Company	95%
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	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%

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	Physicians Dialysis of Houston, LLP	Physicians Dialysis Ventures, LLC	TX	Limited Liability Partnership	64.38%
3	Physicians Dialysis of Houston, LP	Physicians Dialysis Ventures, LLC	TX	Limited Liability Partnership	64.38%
3	Physicians Dialysis of Lancaster, LLC	Physicians Dialysis Ventures, LLC	PA	Limited Liability Company	85%
3	Physicians Management, LLC	Physicians Dialysis Ventures, LLC	DE	Limited Liability Company	100%
3	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%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	Central Kentucky Dialysis Centers, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%
3	Chesterfield Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%
3	Chicago Heights Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%
3	Clinton Township Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	60%
3	Clyfee Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	70%
3	Commerce Township Dialysis Center, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	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	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	Kobuk Dialysis, LLC	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	Placid Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%

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Domestic and International Subsidiaries - Tier Structure Organization Chart
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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	Princeton Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%
3	Purtis Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%
3	Richfield Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%
3	Rochester Dialysis Center, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	60%
3	Sandusky Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	56.9167%
3	South Lincoln Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%
3	St. Clair Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%
3	St. Luke's Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%
3	TRC - Indiana, LLC	Renal Treatment Centers - Illinois, Inc.	IN	Limited Liability Company	90%
3	Trusten Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	51%
3	Wallips Dialysis LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	51%
3	Wauseon Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%
3	Westview Dialysis, LLC	Renal Treatment Centers - Illinois, Inc.	DE	Limited Liability Company	100%
3	Aberdeen Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	60%
3	Allaire Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	100%
3	Allister Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	100%
3	Amity Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	65%
3	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%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of March 11, 2024

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	DaVita Tidewater, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	100%
3	Dalhart Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	67.5%
3	Dedham Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	85%
3	Dialysis 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	51%
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%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of March 11, 2024

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	Peninsula Dialysis Center, Inc.	Renal Treatment Centers - Mid-Atlantic, Inc.	VA	For Profit Corporation	100%
3	Philadelphia-Camden Integrated Kidney Care, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	1%
3	Piute Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	80%
3	Plattaz Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	83.3%
3	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	Stallington Dialysis, LLC	Renal Treatment Centers - Mid-Atlantic, Inc.	DE	Limited Liability Company	100%
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	Monteer Dialysis, LLC	Renal Treatment Centers - Northeast, Inc.	DE	Limited Liability Company	100%
3	Philadelphia-Camden Integrated Kidney Care, LLC	Renal Treatment Centers - Northeast, Inc.	DE	Limited Liability Company	10.571%
3	Renal Ventures Management, LLC	Renal Treatment Centers - Northeast, Inc.	DE	Limited Liability Company	100%
3	Riddle Dialysis, LLC	Renal Treatment Centers - Northeast, Inc.	DE	Limited Liability Company	70%
3	Afton Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Alamosa Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
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%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of March 11, 2024

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

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of March 11, 2024

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

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of March 11, 2024

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	Greylock Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	72%
3	Harris Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Haskell Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	89%
3	Hays Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Headlands Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	95%
3	Hennepin Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	90%
3	Higbee Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	90%
3	Higden Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	71.1882%
3	Historic Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Hochatown Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	75%
3	Holdrege Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Hugo Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	95%
3	Hunts Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Indian River Dialysis Center, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	83.32%
3	Kadden Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Kearn Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Kerricher Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	95%
3	Kinkaid Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	70%
3	Krapell Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	70%
3	Lathrop Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	80%
3	Livary Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	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	Mendocino Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	58.75%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of March 11, 2024

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

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	Russell Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Santiam Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	51%
3	Schuler Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Shelby Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	51%
3	Sitka Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Sloss Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	68%
3	South Florida Integrated Kidney Care, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	1%
3	Sprewell Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	Springs Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	90%
3	Stevenson Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
3	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	Tenley 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%

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	Winster Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Woodcrest Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
3	Zillmar Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	85.38%
3	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	95%
3	Greenwood Dialysis, LLC	Renal Treatment Centers - West, Inc.	DE	Limited Liability Company	85%
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%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of March 11, 2024

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	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	DaVita Clinical Research Nevada, LLC	Total Renal Research, Inc.	DE	Limited Liability Company	100%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of March 11, 2024

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
3	Stoad Dialysis, LLC	Total Renal Research, Inc.	DE	Limited Liability Company	100%
3	South Florida Integrated Kidney Care, LLC	Townsend Dialysis, LLC	DE	Limited Liability Company	0.5%
3	Philadelphia-Camden Integrated Kidney Care, LLC	Tyler Dialysis, LLC	DE	Limited Liability Company	3%
3	DaVita Accountable Care Solutions, LLC	VillageHealth DM, LLC	DE	Limited Liability Company	100%
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	DaVita Care Pte. Ltd.	DaVita APAC Holding B.V.	Singapore	Private Company Limited by Shares	75%
4	DaVita Japan 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 do Rim 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%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of March 11, 2024

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
4	DaVita Rien Serviços de Nefrologia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.99999%
4	DaVita SOS Serviços de Nefrologia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Serviço de Nefrologia Palmas Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	99.9999%
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 Belém 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 América Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%

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as of March 11, 2024

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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%
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 Marista 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 Pantanal 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 Planalto Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita Serviços de Nefrologia Porto Velho Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	80%
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 São Luis 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	99.9999%
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 Olímpia Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
4	DaVita Serviços de Nefrologia 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	Renal Ltda.	DaVita Brasil Participações e Serviços de Nefrologia Ltda.	Brazil	Limited Liability Company/Ltda	100%
4	DaVita China Pte. Ltd.	DaVita Care Pte. Ltd.	Singapore	Private Company Limited by Shares	100%
4	DaVita Singapore Holding Pte. Ltd.	DaVita Care Pte. Ltd.	Singapore	Private Limited Company	100%
4	DaVita Chile S.A.	DaVita Chile Holding SpA	Chile	Sociedad Anonima (S.A.)	99.999995%
4	DaVita Deutschland AG	DaVita Germany GmbH	Germany	Aktiengesellschaft(AG)	100%
4	Our Care Holdings K.K.	DaVita Japan Pte. Ltd.	Japan	Kabushiki-Kaisha (KK)	100%
4	Our Care K.K.	DaVita Japan Pte. Ltd.	Japan	Kabushiki-Kaisha (KK)	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	100%
4	Clínica Médica Hospitalar DaVita Londrina Ltda.	DaVita Tratamento Renal Participações Ltda.	Brazil	Limited Liability Company/Ltda	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	CHD – Clínica de Hemodiálise de Gondomar, S.A.	IDC -International Dialysis Centers, Lda	Portugal	Sociedad Anonima (S.A.)	100%
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%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
4	Pluribus Dialise, S.A.	IDC -International Dialysis Centers, Lda	Portugal	Sociedad Anonima (S.A.)	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%
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%

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

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
4	Flor Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Gathland Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	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%
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%

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

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
4	Pyramid Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	65%
4	RTC - Texas Acquisition, Inc.	Renal Treatment Centers - Southeast, LP	TX	For Profit Corporation	100%
4	Rayburn Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	80%
4	Redwood Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Renaissance Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Renal Clinic Of Houston, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	75%
4	Rickwood Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Roland Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Ross Clark Circle Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Russell Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Santiam Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	51%
4	Schuler Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Shelby Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	51%
4	Sitka Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Sloss Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	68%
4	South Florida Integrated Kidney Care, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	1%
4	Sprewell Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Springs Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	90%
4	Stevenson Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	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	Tenley 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%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
4	Ukiah Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	51%
4	Vancleer Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Watson Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	65.427503%
4	Wayside Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	West Monroe Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Weston Dialysis Center, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	86.47%
4	Wilgus Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	90%
4	Willgard Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	70%
4	Winds Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	60%
4	Winster Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Woodcrest Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	100%
4	Zillmar Dialysis, LLC	Renal Treatment Centers - Southeast, LP	DE	Limited Liability Company	85.38%
4	Home Kidney Care, LLC	Renal Ventures Management, LLC	DE	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 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 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%

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

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
4	True North VI DC, LLC	True North DC Holding, LLC	NY	Limited Liability Company	90%
4	Woodcrest RE, LLC	Woodcrest Dialysis, LLC	DE	Limited Liability Company	100%
5	DaVita China Pte. Ltd.	DaVita Care Pte. Ltd.	Singapore	Private Company Limited by Shares	100%
5	DaVita Singapore Holding Pte. Ltd.	DaVita Care Pte. Ltd.	Singapore	Private Limited Company	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	32.45%
5	DaVita Clinical Research Deutschland GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter	100%
5	DaVita Dialyse Professionals GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter	100%
5	DaVita Sud-Niedersachsen GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter	100%
5	DiaCare AG	DaVita Deutschland AG	Switzerland	Stock Corporation	100%
5	MVZ DaVita Alzey GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter	100%
5	MVZ DaVita Aurich GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter	100%
5	MVZ DaVita Bad Aibling GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter	95%
5	MVZ DaVita Bad Düben GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter	90.91%
5	MVZ DaVita Dillenburg GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter	90.91%
5	MVZ DaVita Dinkelsbühl GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter	100%
5	MVZ DaVita Dormagen GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter	100%
5	MVZ DaVita Duisburg GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter	94.81%
5	MVZ DaVita Elsterland GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter	100%
5	MVZ DaVita Emden GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter	100%
5	MVZ DaVita Falkensee GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter	100%
5	MVZ DaVita Geilenkirchen GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter	100%
5	MVZ DaVita Gera GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter	100%
5	MVZ DaVita Hannover Linden GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter	100%
5	MVZ DaVita Iserlohn GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter	100%
5	MVZ DaVita Mönchengladbach GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter	100%
5	MVZ DaVita Neuss GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter	99.91%
5	MVZ DaVita Niederrhein GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter	100%

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Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
5	MVZ DaVita Nierenzentrum Aachen Alsdorf GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter	100%
5	MVZ DaVita Nierenzentrum Berlin-Britz GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter	100%
5	MVZ DaVita Nierenzentrum Hamm-Ahlen GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter	90.9%
5	MVZ DaVita Prenzlau-Pasewalk GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter	100%
5	MVZ DaVita Rhein-Ahr GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter	90.91%
5	MVZ DaVita Rhein-Ruhr GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter	90.91%
5	MVZ DaVita Salzgitter-Seesen GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter	100%
5	MVZ DaVita Schwalm-Eder GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter	100%
5	MVZ DaVita Viersen GmbH	DaVita Deutschland AG	Germany	Gesellschaft mit beschränkter	90.91%
5	Our Care Holdings K.K.	DaVita Japan Pte. Ltd.	Japan	Kabushiki-Kaisha (KK)	100%
5	Our Care K.K.	DaVita Japan Pte. Ltd.	Japan	Kabushiki-Kaisha (KK)	100%
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/Ltda	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	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	
5	DaVita Ventures, L.P.	RVM Holdings, LLC	DE	Limited Partnership	100%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of March 11, 2024

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
5	Pathalys Pharma, Inc.	RVM Holdings, LLC	DE	For Profit Corporation	32.05%
5	Pathalys Pharma, Inc.	RVM Holdings, LLC	DE	For Profit Corporation	50%
5	Pathalys Pharma, Inc.	RVM Holdings, LLC	DE	For Profit Corporation	24.1667%
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%
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	32.45%
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%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of March 11, 2024

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
7	Brownsville Kidney Center, Ltd.	ISD Renal, Inc.	TX	Limited Partnership	90%
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%
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%

DaVita Inc.
Domestic and International Subsidiaries - Tier Structure Organization Chart
as of March 11, 2024

Tier Number	Entity Name	Owner	Domestic Jurisdiction	Entity Type	Ownership Percentage
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	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	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	Raritan Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	60%
7	Roblin Dialysis, LLC	ISD Renal, Inc.	DE	Limited Liability Company	51%
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%
8	Philadelphia-Camden Integrated Kidney Care, LLC	Marlton Dialysis Center, LLC	DE	Limited Liability Company	1%

Appendix 3

Medical Director Agreement

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

July 7, 2021

VIA OVERNIGHT DELIVERY

Pacific Nephrology Associates
1901 S. Union Avenue
Suite B7011
Tacoma, WA 98493
Attention: Zheng Ge, M.D., President

RE: Medical Director Agreement (the "Agreement"), by and among Total Renal Care, Inc. ("Company"), Pacific Nephrology Associates, P.S. ("Group"), and Ho Won Lee, M.D., Zheng Ge, M.D., Yajuan He, M.D., and Di Zhao, M.D. (each a "Physician" and, collectively, "Physicians"), for Medical Director Services at **Federal Way Community Dialysis**, Center #00651; **Federal Way Community at Home** #6022; Jarvis #00139975.0

Dear Dr. Ge:

As you may recall, Company sent you a letter, dated August 4, 2020, which advised Group that the HHD Program at the Center was suspended on July 1, 2020 ("HHD Program Suspension Date"); last patient having been seen on or around May 1, 2020. As of the HHD Program Suspension Date, the compensation for Services for the HHD Program were suspended.

Company has now determined that the HHD Program should be terminated at the Center, rather than just suspended, and the purpose of this letter is to memorialize that change in the status of the HHD Program.

Except as amended herein, all other provisions of the Agreement remain in full force and effect.

Sincerely,

Total Renal Care, Inc.

DocuSigned by:
Jennie Funk
271A79026B9F4F1...

Jennie Funk, Division Vice President

DocuSign

Certificate Of Completion

Envelope Id: 758A392EA0934B2D8BAB9BCB2CC15E10
Status: Completed
Subject: Please DocuSign: (WA) Federal Way Community #651 MDA w-Pacific Neph-Termination of HHD Program ...
Source Envelope:
Document Pages: 1
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Kathy Hill
2000 16th Street
Denver, CO 80202
kathy.hill@davita.com
IP Address: 71.206.103.123

Record Tracking

Status: Original
7/7/2021 10:58:31 AM
Holder: Kathy Hill
kathy.hill@davita.com
Location: DocuSign

Signer Events	Signature	Timestamp
Jennie Funk jennie.funk@davita.com Divison VP DaVita, Inc. Security Level: Email, Account Authentication (None)	DocuSigned by:  271A79026B9F4F1... Signature Adoption: Pre-selected Style Using IP Address: 97.126.58.3	Sent: 7/7/2021 11:13:12 AM Viewed: 7/7/2021 9:26:25 PM Signed: 7/7/2021 9:26:31 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

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
Aleisa Salutregui aleisa.salutregui@davita.com Regional Operations Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/14/2021 2:56:32 PM ID: fa84d6e8-e08b-4430-923e-55aa83dd68f0	COPIED	Sent: 7/7/2021 9:26:31 PM
Janet Creevy janet.creevy@davita.com Director Corporate Development Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/7/2021 9:26:32 PM

Carbon Copy Events	Status	Timestamp
Jason Brown Jason.Brown@davita.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/7/2021 9:26:32 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/7/2021 11:13:12 AM
Certified Delivered	Security Checked	7/7/2021 9:26:25 PM
Signing Complete	Security Checked	7/7/2021 9:26:31 PM
Completed	Security Checked	7/7/2021 9:26:32 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.

North Star Division, Regio 1
32275 32nd Avenue S.
Federal Way, WA 98001-9616
Cell: (878)787-1478
Kelly.Mercer@DaVita.com

August 4, 2020

VIA OVERNIGHT DELIVERY #77180466279

Pacific Nephrology Associates
1901 S. Union Avenue
Suite B7011
Tacoma, WA 98493
Attention: Zheng Ge, M.D., President

RE: Medical Director Agreement (the "Agreement"), by and among Total Renal Care, Inc. ("Company"), Pacific Nephrology Associates, P.S. ("Group"), and Ho Won Lee, M.D., Zheng Ge, M.D., Yajuan He, M.D., and Di Zhao, M.D. (each a "Physician" and, collectively, "Physicians"), for Medical Director Services at **Federal Way Community Dialysis**, Center #00651; **Federal Way Community at Home** #6022; Jarvis #00139975.0

Dear Dr. Ge:

This letter ("Notice Letter") will serve to memorialize that the HHD Program at the Center was suspended on July 1, 2020 ("HHD Program Suspension Date"); last patient having been seen on or around May 1, 2020.

Pursuant to Section 3.2 of the Agreement, with the discontinuance of one or more of the modalities located at the Center, compensation payable to Group for Medical Director Services will be modified, accordingly.

As of the HHD Program Suspension Date, the compensation for Services at the HHD Program has been suspended until such time as the program is once again active ("New HHD Operations Start Date"). Once the HHD Program is operational, compensation will resume in the amount indicated in the Agreement, such amount to be consistent, at that time, with fair market value. Company will submit a letter to Group confirming the New HHD Operations Start Date, if applicable, which letter will be attached to the Agreement and incorporated therein.

Except as amended herein, all other provisions of the Agreement remain in full force and effect.

Sincerely,

DocuSigned by:
Kelly Mercer
246BED496F894AE...

Kelly Mercer, Regional Operations Director

Certificate Of Completion

Envelope Id: 715C78CAD9DA41EC8461CF9EF81A5E77 Status: Completed

Subject: Please DocuSign: (WA) Lakewood Community #650 MDA w-Pacific Neph-Suspension of HHD Program ltr....

Source Envelope:

Document Pages: 2 Signatures: 2 Envelope Originator:

Certificate Pages: 5 Initials: 0 Kathy Hill

AutoNav: Enabled 2000 16th Street

EnvelopeId Stamping: Enabled Denver, CO 80202

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

IP Address: 71.206.103.123

Record Tracking

Status: Original Holder: Kathy Hill Location: DocuSign

8/4/2020 9:51:54 AM kathy.hill@davita.com

Signer Events	Signature	Timestamp
Kelly Mercer kelly.mercer@davita.com Security Level: Email, Account Authentication (None)	DocuSigned by:  246BE0A96F894AE... Signature Adoption: Pre-selected Style Using IP Address: 73.83.108.184	Sent: 8/4/2020 9:58:34 AM Viewed: 8/4/2020 6:48:12 PM Signed: 8/4/2020 6:48:37 PM

Electronic Record and Signature Disclosure:
Accepted: 8/4/2020 6:48:12 PM
ID: 29c6803f-935e-4550-9d4d-e8f694355fd5

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
Medical Director Fees Medical.DirectorFees@davita.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/4/2020 6:48:40 PM

Electronic Record and Signature Disclosure:
Accepted: 4/5/2016 12:33:39 PM
ID: 42911c8b-4f80-48e0-9501-3a6855fd2c0c

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/4/2020 6:48:40 PM
Certified Delivered	Security Checked	8/4/2020 6:48:40 PM
Signing Complete	Security Checked	8/4/2020 6:48:40 PM
Completed	Security Checked	8/4/2020 6:48:40 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.

MEDICAL DIRECTOR AGREEMENT

for FEDERAL WAY COMMUNITY DIALYSIS CENTER

SCHEDULE 1: SELECTED KEY TERMS

This Schedule 1 is attached to and is a part of this Medical Director Agreement for Federal Way Community Dialysis Center.

1. Parties and Notice:

Party	Name	Address	Address for Additional Required Copy of Notice
Group	Pacific Nephrology Associates, P.S.	1901 S. Union Suite B-7011 Tacoma, WA 98493	
Physicians	Di Zhao, M.D.; Ho Won Lee, M.D.; Yajuan He, M.D.; and Zheng Ge, M.D.	1901 S. Union Suite B-7011 Tacoma, WA 98493	
Company	Total Renal Care, Inc.	c/o Chief Operating Officer 2000 16th Street Denver, CO 80202	c/o Senior Corporate Counsel-Operations 601 Hawaii Street El Segundo, CA 90245 and c/o Division Vice President 32275 32nd Avenue, S. Federal Way, WA 98001

2. Center:

Name	Number	Address
Federal Way Community Dialysis Center	#00651	1015 S. 348th Street Federal Way, WA 98003-7078

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

4. Initial Term:

The Initial Term of this Agreement shall commence on the last date on which any party signs this Agreement or December 1, 2017, whichever is later ("Commencement Date") and shall continue thereafter for a period

Group's Initials DS Physicians' Initials DS DS DS DS DVP's Initials DS

of 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 1 year periods (each, a "Renewal Term") unless a party gives at least 180 days' prior written notice of the non-extension of the Initial Term or Renewal Term then in effect, in which case, the Term shall expire and terminate on the last day of the Initial Term or Renewal Term then in effect.

6. **Medical Director**: Yajuan He, M.D.

7. **Preapproved Physicians**: Di Zhao, M.D., Ho Won Lee, M.D., Yajuan He, M.D., and Zheng Ge, M.D.

8. **Compensation and Modalities**:

Center Name	Center #	Hemo Monthly	Hemo Annual Maximum	PD Monthly	PD Annual Maximum	HHD Monthly	HHD Annual Maximum
Federal Way Community Dialysis Center	#00650	$6,666.00	$80,000	$1,666.00	$20,000	$1,666.00	$20,000

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

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

Group's Initials DS Physicians' Initials DS DS DS DS DVP's Initials DS

MEDICAL DIRECTOR AGREEMENT

for FEDERAL WAY COMMUNITY DIALYSIS CENTER

This Medical Director Agreement ("Agreement") for **Federal Way Community Dialysis Center** is by and among **TOTAL RENAL CARE, INC.**, a California corporation ("Company"), **PACIFIC NEPHROLOGY ASSOCIATES, P.S.**, a Washington professional corporation ("Group") and **DI ZHAO, M.D., HO WON LEE, M.D., YAJUAN HE, M.D. and ZHENG GE, M.D.** (each a "Physician" and, collectively, "Physicians"). This Agreement shall be effective as of the Date of Last Signature as defined in Schedule 1.

RECITALS

A. Company is in the business of owning and operating dialysis centers including the center known as "Federal Way Community Dialysis," located as more particularly described in Schedule 1. In addition to providing in-center hemodialysis services, Center will provide training support, equipment, and supplies for patients who perform peritoneal dialysis in their homes (the "PD Program") and undergo hemodialysis in their homes (the "HHD Program"). Group is in the business of rendering medical services through duly licensed physicians who are affiliated with Group, including the Preapproved Physicians.

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

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

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

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

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

2. Appointment.

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

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 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 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. Company shall only be obligated to compensate Group for Services rendered through the date this Agreement expires or is terminated.

3.2 Adjustment. In the event that Company consents to an appointment of a successor Medical Director, not currently listed on Schedule 1 (not a Preapproved Physician), pursuant to Section 2.2 of this Agreement the compensation set forth in Schedule 1 may be subject to modification based on Company's assessment of the successor Medical Director's qualifications and DaVita's then-current policies and procedures for fair market value medical director compensation. Any non-Preapproved Physician appointment change and any change to the compensation based on a non-Preapproved Physician appointment shall be memorialized in an amendment duly executed by the parties, including only those modalities that are applicable. On or after the fifth (5th) anniversary of the Commencement Date, the compensation set forth in Schedule 1 shall 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. One hundred eighty (180) days prior to the first day of each Renewal Term, the parties may 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 in-center hemodialysis services, an HHD Program, or a 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 and home hemodialysis. Any adjustment to the compensation under this paragraph shall be memorialized in writing.

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

3.4 Fair Market Value. The parties agree that the compensation provided under this Agreement has been determined based on arm's-length bargaining between the parties and reflects fair market value for the Services to be furnished by the Medical Director. Furthermore, the compensation is not and has not been determined in a manner that takes into account the volume or value of any referrals or business otherwise generated for or with respect to Center or between the parties for which payment may be made in whole or in part under Medicare, Medicaid, or any federal or state health care program or under any other third party payor program. At the time of any amendment of this Agreement, the parties shall ensure that the compensation paid hereunder continues to reflect Company's internal compliance policies regarding fair market value of the Services being provided and shall adjust compensation as necessary.

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

4.1 Duties, Responsibilities, and Conditions.

4.1.1 Services. Medical Director shall have the duties and responsibilities set forth in **Exhibit B**. The Governing Body of Center shall retain ultimate authority and responsibility for the standards of, and procedures and practices for, the care provided by Center. Medical Director shall maintain unrestricted privileges at Center and shall be a voting member of the Governing Body. Copies of the Governing Body Bylaws and the Medical Staff Bylaws (together, the "Bylaws") have been or will be made available to Medical Director 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. 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.

4.1.2 Covering Medical Directors. In the event of any temporary absences that would prevent Medical Director from meeting the requirements of **Exhibit B**, Medical Director shall notify the Center administrator in writing in advance of such absences, and Medical Director shall arrange for a

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

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

5. Compliance.

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

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

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

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

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

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

education, and other related initiatives;

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

(g) HIPAA, including Privacy and Security Standards;

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

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

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

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

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

Group and Medical Director shall complete the above training (i) within 30 days after the Commencement Date, and then (ii) annually by April 15th of each subsequent year of the Term (each, a "Training Deadline"). Group and Medical Director shall ensure that any Covering Medical Director completes such training within 30 days of his or her appointment. Company shall send a courtesy reminder, via electronic mail, to Medical Director prior to the Training Deadline to notify Medical Director of the outstanding training requirement. Notwithstanding the foregoing, if Medical Director fails to complete the required training by the Training Deadline, then, in addition to all other rights and remedies available to Company under this Agreement, Company shall be entitled to withhold compensation for Medical Director's 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 3.3 or a breach of Section 12.1.1,

and the notice required under 12.2.5 shall not apply.

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

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

5.2 Non-Exclusion.

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

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

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

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

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

6. Indemnification and Insurance.

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

6.2. Insurance.

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

6.2.2. Group's Coverage. Group shall maintain during the Term, at Group's expense, policies of professional and general liability insurance covering Group, Medical Director, Preapproved Physicians, and Group's employees and agents. Such insurance shall insure against liability for damages caused by the acts or omissions of Group, Medical Director, Preapproved 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 $250,000 per occurrence and $750,000 in the annual aggregate, or such higher coverage as may be required by law. In addition, Group shall ensure that each Covering Medical Director (at Covering Medical Director's own expense) maintains the professional and general liability insurance coverage described in this Section 6.2.2. Such policy or policies shall specifically cover Group, Medical Director, Preapproved Physicians, or Covering Medical Director, as applicable, and name Company as an additional insured, if such a provision is allowed by Group's or Covering Medical Director's insurance carrier and such

additional insurance coverage is requested by the Company. If requested by Company, Group shall provide Company with documentation substantiating the existence of such insurance and, if applicable, the rating of the insurance carrier within 30 days of Company's request. Group shall maintain workers' compensation insurance in accordance with statutory limits. Group's Coverage shall be with an insurance carrier that maintains an A.M. Best rating of "A-" or higher.

7. Confidentiality. Group and 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. Group shall ensure that each Restricted Person is aware of and agrees to the limitations on the use and disclosure of Confidential Information set forth in this Section 7. Group, 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.

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

8. Records.

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

8.2 Record Review and Retention.

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

8.2.2 If Medical Director carries out any of the duties of this Agreement through a subcontract, with a value or cost of $10,000 or more over a 12 month period, with a related organization,

such subcontract shall contain a clause to the effect that until the expiration of 4 years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of the United States Department of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of the costs incurred pursuant to such subcontract. In addition, the subcontract shall require the related organization to comply with and be bound by Company's privacy, compliance, and record retention policies.

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

9. **No Conflicts**. Each of Group, Physicians, and Medical Director represent, warrant, and covenant to Company that, as of the Date of Last Signature and throughout the Term, each Preapproved Physician and/or Medical Director: (a) is not a party to, and shall not become a party to, any other medical director agreement, consulting agreement, or other agreement that would be prohibited under Section 10; (b) is and shall remain under no obligation or commitment, contractual or otherwise, that would prohibit or prevent it, him, or her from entering into or performing under this Agreement; (c) has no financial relationships with any vendors or suppliers of goods or services to providers of Dialysis Services which would cause a breach of Section 10; and (d) is and shall remain free to enter into and perform all of its, his, or her respective duties and obligations under this Agreement. Without limiting the foregoing or any of the provisions of Section 11, during the Term, neither Group nor Medical Director shall join any medical practice or permit any other physician to join Group or Medical Director's practice if such affiliation would result in a breach of any of the foregoing representations, warranties, and covenants. Company is entering into this Agreement based upon the representations and warranties of Group, 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 Group, Medical Director, and any Related Physician acknowledge that each will be exposed to valuable Confidential Information of Company and will participate at Company's expense in building and maintaining its goodwill with employees, vendors, and others. Group, Medical Director, and any Related Physician further agree that Company and Center will suffer serious, irreparable, competitive injury if Group, Medical Director, and/or any Related Physician were to engage in any business or activities in competition with Company or Center.

10.1.2 Group, Medical Director, and any Related Physician covenant and agree that each shall not during the Restricted Period, Directly or Indirectly, take or prepare to take any action that results in or may reasonably be expected to result in owning (other than as a passive shareholder of less than a 2%

interest in a public company), operating, managing, leasing, extending credit to, engaging in or preparing to engage in, being employed by, or otherwise participating in (including, without limitation, as a medical 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 Group, Medical Director, and/or any Related Physician from being employed, engaged, or otherwise affiliated with a subsidiary, division, affiliate, or unit of a company or other business if the subsidiary, division, affiliate, or unit is not engaged in Dialysis Services, irrespective of whether some other subsidiary, division, affiliate, or unit of such entity engages in Dialysis Services (as long as Group, Medical Director or such Related Physician does not engage, Directly or Indirectly, in Dialysis Services of such other subsidiary, division, affiliate, or unit).

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

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

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

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

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

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

10.3.1 Nothing in this Agreement shall Prevent Ho Won Lee, M.D. from providing medical director services at Franciscan Health System's Gig Harbor Medical Clinic ("FHS Gig Harbor"), located at 4700 Point Fosdick Drive NW, Suite 203, Gig Harbor, WA 98335, for a period of three years from the effective date of the agreement for such services with Fresenius Medical Care entered into by Dr. Lee for him to provide such services. In addition, in the event of Dr. Lee's planned temporary absences due to vacation, travel, or other non-emergent reasons, a physician employed by the Group may provide temporary covering medical director services at FHS Gig Harbor, so long as Group and/or Dr. Lee provide no less than sixty (60) days advance written notice of the need for a temporary covering medical director. All non-emergent temporary covering medical director services at FHS Gig Harbor shall require Company's prior written consent, at Company's sole discretion. In the event of a sudden illness and/or emergent need, a physician employed by the Group may provide temporary covering medical services at FHS Gig Harbor, so long as Group and/or Dr. Lee provide immediate notice to Company, and Company approves of such coverage, in writing, within three (3) days of notice. In no event shall any physician, other than Dr. Lee, provide covering medical director services at Gig Harbor for longer than thirty (30) days, more than once per calendar year. Any temporary covering physician providing services shall be bound (and consents to be bound) to all terms and conditions of this Medical Director Agreement.

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

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

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

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

11. Assignment.

11.1. No Assignment. Group, Medical Director and any Related Physician shall not, Directly or

Indirectly, assign or otherwise transfer this Agreement, or any rights, obligations, or interest in this Agreement without the prior written consent of Company, which may be withheld in Company's sole discretion. Upon any assignment, Group, Medical Director and any Related Physicians shall continue to be bound by those provisions which survive termination, including but not limited to Sections 5, 6, 7, 8, 10, 11, 14.2, and 14.3, after such assignment is completed and upon the agreement by the transferee, in writing, to assume all of the transferring party's obligations under this Agreement, except as noted herein where a Related Physician whose relationship or affiliation with the Group ends prior to the Agreement terminating and his or her Restricted Period ends on the 2nd Anniversary after such affiliation with the Group ends.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.2.8 Upon the termination of Center's business or Company's decision not to open the Center for business or economic reasons, all without penalty or payment.

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

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

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

12.5 Termination Due to a Regulatory Event. Notwithstanding any other provision in this Agreement, Company or Group may terminate this Agreement upon the occurrence of a Regulatory Event if such Regulatory Event cannot be corrected after each party has made a good faith effort to do so within 10 days after notice thereof by a party. Termination under this Section 12 shall be effective immediately upon the expiration of such 10 day period. "**Regulatory Event**" means the occurrence of any of the following: (a) the performance by a party hereto of any term, covenant, condition, or provision of this Agreement that (1) jeopardizes the certification of Center by or under any federal or state ESRD program, or by or under any other regulatory program; (2) is or, in the reasonable opinion of a party's counsel will become, illegal or in violation of any statute, regulation, or ordinance; or (3) does or, in the reasonable opinion of either party's counsel will, result in a reduction in or elimination of the amount or the rate of reimbursement paid to the Center from the Medicare program, any Medicaid program, or any other third party payor program, whether governmental or non-governmental; or (b) the enactment of legislation or issuance of regulations or interpretations thereof, by the federal government or the state government in which Center is located, or the issuance of judicial orders or decrees or governmental ruling or opinion, or any change in the rules and regulations of any third party payment program, or any other similar event which in the reasonable judgment of either party's counsel adversely impacts the operations of the Center or requires Company to divest itself of interests in investments such as the Center or which would result in a reduction in or elimination of the amount of or rate of reimbursement to the Center from the Medicare program or any state Medicaid program or any other third-party payor program, whether governmental or non-governmental.

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

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

12.7 Termination within First Year. If this Agreement is terminated for any reason within 1 year of the Commencement Date, then, prior to the first anniversary of the Commencement Date, Company, Group, Physician(s) 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 30 days of the time the notice of such dispute is received by the other party.

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

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

14.4 Notice. All notices shall be in writing and shall be addressed to each receiving party at the addresses set forth in Schedule 1 and shall be (a) delivered by hand or electronic mail, (b) sent by recognized overnight courier, or (c) sent by certified mail, return receipt requested, postage prepaid. Notices shall be deemed effective as follows: (a) if by hand, when delivered and if by electronic mail when received and acknowledged by the recipient by return electronic mail acknowledgment; (b) if by overnight courier, on the next business day; and (c) if by certified mail, on the 5th business day.

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

14.6 Waivers; Severable Provisions; Headings.

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

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

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

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

14.8 Entire Agreement; Binding Effect. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all other agreements, including the Medical Director Agreement with Group and Dr. He, dated January 1, 2008, as amended by Supplemental Certification, dated January 20, 2017 (last date of execution), either written or oral, among the parties (including, without limitation, any prior agreement among Group, Medical Director, Physicians and Company or any of its subsidiaries or affiliates) with respect to the subject matter hereof. This Agreement may be amended only by a writing that is executed by all of the parties. Subject to Section 11, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, executors and legal representatives. Renewals of this Agreement may be effected by a writing which sets forth the Renewal Term and compensation during such Renewal Term and is signed by the parties.

14.9 Counterparts; Approval by DaVita as to Form.

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

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

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

14.10.1 The Exhibits and Schedules attached to this Agreement are incorporated into 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:

TOTAL RENAL CARE, INC., a California corporation

DocuSigned by:
Jason Bosh
By: Jason Bosh
Its: Division Vice President
Dated: October 25, 2017

GROUP:

PACIFIC NEPHROLOGY ASSOCIATES, P.S., a Washington professional corporation

DocuSigned by:
By: Zheng Ge, M.D.
Its: President
Dated: October 24, 2017

PHYSICIANS:

DocuSigned by:
Di Zhao, M.D.
Name: Di Zhao, M.D.
Dated: October 25, 2017

DocuSigned by:
Name: Won Lee, M.D.
Dated: October 24, 2017

DocuSigned by:
Name: Yajuan He, M.D.
Dated: October 25, 2017

DocuSigned by:
Name: Zheng Ge, M.D.
Dated: October 24, 2017

APPROVED AS TO FORM:

DAVITA INC.

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

EXHIBIT A

DEFINITIONS

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

TERM	DEFINITION
Affiliate	A person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with a person or entity.
Agreement	This Medical Director Agreement, including all incorporated schedules and exhibits.
BAA	The Business Associate Agreement attached to and incorporated into the Agreement as **Exhibit C**.
Bylaws	The Governing Body Bylaws and the Medical Staff Bylaws.
Center	The facility or facilities identified as such in Schedule 1. Center also shall include the applicable program(s) 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, and Company's products and marketing techniques and strategies, Internet strategies, plans, and business models; (d) shift patterns; (e) commercial insurance information; and (f) any of the terms of this Agreement, including without limitation the compensation payable under the Agreement. Confidential Information does not include (a) any information that is or becomes generally available to the public other than as a direct or indirect result of the disclosure

	of any of such information by any Restricted Person; (b) any information that becomes available to a Restricted Person from a source other than Company, provided that such source is not bound by any contractual or other obligation of confidentiality to Company or any other person with respect to any of such information; or (c) any information previously known to Medical Director, provided such information was not subject to protection by a separate agreement with Company or any Affiliate of Company, and subject to Medical Director's patient privacy and security obligations under Section 5 of this Agreement, and as set forth in the BAA.
Covering Medical Director	A physician who performs Services pursuant to Section 4.1.2 in the event of a temporary absence of Medical Director.
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 Group, Physician(s), Preapproved Physicians, and/or any of their Affiliates, and any and all entities with respect to which Group, Physician(s), Preapproved Physicians, and/or any of their Affiliates serves as a contractor, agent, employee, or representative or has a direct or indirect financial interest.
ESRD	An abbreviation for End Stage Renal Disease that means the stage of renal impairment that appears irreversible and permanent, and requires a regular course of dialysis or kidney transplantation to maintain life, which definition is set forth in 42 C.F.R. Section 405.2102. To the extent such regulation is changed or amended, ESRD shall have the meaning set forth in the amended regulation or any successor regulation.
Final Adverse Action	"Final Adverse Action" shall be defined as set forth in Section 5.2.2.
Group	The medical practice employing the Medical Director and identified as such in Schedule 1.
Governing Body	The governing body of Center as set forth in Center's Medical Staff Bylaws.
HHD Program	The home hemodialysis program, for patients who undergo hemodialysis in their homes, when and if offered at Center.
HIPAA	The Health Insurance Portability and Accountability Act of 1996, and its related regulations, as amended by the federal Health Information Technology for Economic and Clinical Health Act and its implementing regulations, all as may be amended from time to time, including by the future issuance of regulations and guidance by the United States Department of Health and Human Services.
HIPAA Policies	DaVita's health information privacy and security policies and procedures, as currently in effect and as updated from time to time.
Initial Term	The period identified as such in Schedule 1.
Interruption Event	The destruction of Center or a reduction or interruption in Center services due to any force majeure described in Section 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 D**.
Medical Director	A Preapproved Physician duly appointed in accordance with this Agreement to serve as the Medical Director for Center.

Medical Director Qualifications	The following qualifications: (a) be qualified and licensed to practice medicine in the state in which the Center is located; (b) be board-certified by the American Board of Internal Medicine ("ABIM") or the American Osteopathic Association ("AOA") (or such other certifying organization as approved by Company in writing) in one or more of nephrology, pediatrics, or internal medicine, or to have received a waiver that the certification is not needed and such waiver is approved by Company; (c) have completed a board-approved training program in nephrology; (d) specialize in the treatment of individuals with ESRD; (e) have at least 12 consecutive months of experience or training in the care of patients at ESRD facilities immediately preceding the Commencement Date; and (f) be experienced in the medical administration of ESRD facilities.
Misconduct	"Misconduct" shall be defined as set forth in Section 12.2.1.
PD Program	Program for patients who perform peritoneal dialysis in their homes, when and if offered at the Center.
PHI	Protected Health Information, including but not limited to electronic Protected Health Information as defined in HIPAA.
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 Physician, such medical practice, or Affiliate of any of the foregoing.
Relocation	The closure of Center and the physical relocation of substantially all staff of Center to another 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 2ND anniversary of the date on which such Related Physician ceases to be a Related Physician.
Restricted Person	Group, Physicians, Medical Director, Preapproved Physicians, any Covering Medical Director, any Affiliate of Group, Physician, or Medical Director, or any of their respective agents, independent contractors, or employees who receive or have access to Confidential Information.
Services	The duties and responsibilities set forth in **Exhibit B**, together with all other services to be provided by Medical Director under this Agreement.
Term	The period during which this Agreement is in effect, and which shall consist of the Initial Term and any and all Renewal Terms through the date on which the Agreement expires due to non-renewal or is terminated in accordance with the terms of 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 DIRECTOR'S DUTIES

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

1. Maintaining Medical Director Qualifications. Medical Director shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Patient Admission. Medical Director shall:

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

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

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

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

5. Patient Discharge and Transfers. Medical Director shall:

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

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

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

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

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

6. Patient Rights and Confidentiality. Medical Director shall:

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

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

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

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

(e) Review patient grievances during FHM.

7. Patient Care. Medical Director shall:

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

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

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

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

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

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

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

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

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

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

(ii) Assure attendance and contribution to IDT patient care meetings by attending physicians.

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

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

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

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

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

8. Water and Dialysate Quality. Medical Director shall:

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

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

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

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

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

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

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

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

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

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

9. Dialyzer Reprocessing of Hemodialyzers. Medical Director shall:

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

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

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

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

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

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

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

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

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

10. Infection Control. Medical Director shall:

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

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

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

(i) Identified infection control issues at Center.

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

(iii) Incidence of infections at Center.

(iv) Infection control audit reports.

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

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

(d) Review and approve policies regarding infection control.

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

(i) Identify trends that need root cause analysis.

(ii) Direct and monitor remediation at FHM meetings.

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

11. Physical Environment. Medical Director shall:

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

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

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

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

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

(iv) Compliance with applicable fire safety requirements.

12. Safety. Medical Director shall:

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

(b) Review and approve policies regarding safety.

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

(i) Sentinel events.

(ii) Adverse patient occurrences.

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

(iv) Patient grievances.

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

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

(a) Lead quality activities at Center.

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

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

(i) Review quality indicators and outliers.

(ii) Review deaths of Center patients.

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

(iv) Review infection control activities.

(v) Review adverse occurrences.

(vi) Review safety issues.

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

(viii) Review Center staff education and training.

(ix) Review patient and Center staff grievances.

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

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

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

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

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

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

(i) DaVita quality initiatives.

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

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

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

14. Policies and Procedures. Medical Director shall:

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

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

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

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

15. Documentation Maintenance and Retention. Medical Director shall:

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

(b) Sign involuntary discharges.

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

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

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

(ii) Medical history.

(iii) Result of physical examinations and laboratory tests.

(iv) Progress reports prepared by patient care staff.

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

(vi) Discharge summaries.

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

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

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

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

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

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

(i) Infection Control.

(ii) Water and dialysate quality.

(iii) Dialyzer reprocessing.

(iv) Emergency preparedness.

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

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

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

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

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

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

(c) Assure attending physicians

(i) Maintain privileges at local hospitals.

(ii) Provide coverage during absences and inform Center.

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

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

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

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

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

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

(i) Monthly patient rounding.

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

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

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

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

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

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

19. Medical Director Education Programs. Medical Director:

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

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

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

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

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

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

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

20. Company Meetings and Committees. Medical Director shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into as of the last date of execution (the "Effective Date") by and between **DAVITA INC.**, by and on behalf of its covered entity subsidiaries, affiliates, and related organizations (collectively, the "Covered Entity"), and **PACIFIC NEPHROLOGY ASSOCIATES, P.S.** ("Business Associate").

RECITALS

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

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

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

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

1. DEFINITIONS

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

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

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

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

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

2.3. Obligations of Business Associate:

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

2.3.2. Safeguards: Business Associate agrees to use appropriate administrative, physical and technical safeguards to prevent the use or disclosure of Covered Entity's PHI for any purpose other than the provision of Products or the performance of the Services, as applicable, under the Product or Services Agreement.

2.3.3. Minimum Necessary: In all cases, Business Associate will make reasonable efforts to use, disclose and request of Covered Entity, only the minimum amount of Covered Entity's PHI reasonably necessary to accomplish the intended purpose of the use, disclosure or request. Without limiting the generality of the foregoing, Business Associate shall act in accordance with any guidance promulgated or to be promulgated by HHS (as defined herein) related to the use and disclosure of the minimum necessary amount of PHI.

2.3.4. No Sale of PHI: Business Associate shall not sell, transfer, sub-license or disclose Covered Entity's PHI to a third party, except as otherwise specifically permitted by the Product or Services Agreement. Without limiting the generality of the foregoing, Business Associate shall not, directly or indirectly, receive any remuneration in exchange for the sale, transfer, sub-license or disclosure of any of Covered Entity's PHI, unless prior written approval is provided by Covered Entity (which approval may be withheld by Covered Entity in its sole and absolute discretion) and only so long as the sale is in accordance with the Privacy Rule, as may be amended.

2.3.5. No Marketing: Business Associate shall not use or disclose Covered Entity's PHI for any marketing activities without Covered Entity's prior written consent and in accordance with the Privacy Rule, as may be amended.

2.3.6. Agents and Subcontractors: To the extent permitted by the Product or Services Agreement, in the event Business Associate engages any agent or Subcontractor to provide the Products or to perform the Services under the Product or Services Agreement and discloses PHI to such agent or Subcontractor, Business Associate will require any such agent or Subcontractor to be bound to the same restrictions, obligations and conditions as required in this Agreement.

2.3.7. Inspection and Copies: Upon written request from the Covered Entity, and no more than 10 business days after receipt of such written request, Business Associate agrees to make PHI in a Designated Record Set within Business Associate's custody or control

available to Covered Entity or, at Covered Entity's direction, to an Individual (or the Individual's Personal Representative) for inspection and obtaining copies pursuant to 45 CFR § 164.524, as may be amended.

2.3.8. Amendments: Upon receipt of written notice from the Covered Entity, Business Associate shall promptly amend a Designated Record Set containing PHI pursuant to 45 CFR § 164.526, as may be amended.

2.3.9. Accounting of Disclosures: Business Associate will record and track information related to certain disclosures of PHI, as may be required by Covered Entity to respond to a request by an Individual for an accounting of such disclosures in accordance with 45 CFR § 164.528, as may be amended. Upon receipt of written notice from the Covered Entity, Business Associate shall, within 10 business days, make any and all such disclosure accounting information available to Covered Entity for the purpose of Covered Entity providing Individuals with an accounting of the disclosures of their PHI as required by 45 CFR § 164.528, as may be amended.

2.3.10. Restriction Agreements and Confidential Communication Requests. Business Associate will comply with any agreement that Covered Entity makes that either (i) restricts the use or disclosure of any of Covered Entity's PHI pursuant to 45 C.F.R. § 164.522(a), as may be amended, or (ii) requires confidential communication about any of Covered Entity's PHI pursuant to 45 C.F.R. § 164.522(b), as may be amended, provided that Covered Entity notifies Business Associate, in writing, of the restriction or confidential communication obligations that Business Associate must follow.

2.3.11. Access to Books and Records by the Secretary of HHS: Business Associate shall make its internal practices, books and records related to the use and disclosure of PHI received from, created, received, maintained or transmitted by Business Associate on behalf of Covered Entity, available to Covered Entity or the Secretary of Health and Human Services ("HHS") for the purposes of determining Business Associate's compliance with this Agreement and HIPAA and Covered Entity's compliance with HIPAA, respectively.

2.3.12. Breach of Agreement, Privacy Rule or Security Rule; Security Incident Reporting; Breach Notification involving Unsecured PHI: Business Associate will report to Covered Entity, within 72 hours of discovery, any (a) breach of this Agreement; (b) Security Incident as defined at 45 C.F.R. Part 164, Subpart C; or (c) Breach as defined at the Breach Notification Rule". Without limiting the generality of the foregoing, Business Associate's report will at least:

a. identify the nature of the breach, Security Incident, or Breach, including how such breach, Security Incident, or Breach occurred;

b. identify the PHI that was the target of the breach or Security Incident, or the unsecured PHI involved in the Breach, including the types of identifiers involved and the likelihood of re-identification;

c. if known, identify person/entity who used or received the PHI;

d. identify if PHI was actually acquired or viewed;

e. identify what corrective action Business Associate took or will take to prevent further non-permitted uses or disclosures or Breaches;

f. identify what Business Associate did or will do to mitigate any risk or deleterious effect of the non-permitted use or disclosure or Breach; and

g. provide such other information, including a written report, as Covered Entity may reasonably request.

2.3.13. Health Information Policies and Procedures: In connection with the delivery of the Products or Services under the Product or Services Agreement, Business Associate agrees to abide by and be bound by all Covered Entity's health information policies and procedures pertaining to vendors, confidentiality of Covered Entity's PHI and otherwise, as such policies and procedures may be in effect from time to time.

2.3.14. Compliance with Law: At all times during the term of this Agreement, Business Associate will comply with all applicable federal, state and local laws, rules and regulations pertaining to patient records and the confidentiality of patient information, including Covered Entity's PHI. To the extent Business Associate is to carry out Covered Entity's obligation under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of the obligation.

2.3.15. Security Rule Obligations: Without limiting the generality of Section 2.3.14, Business Associate hereby covenants and agrees to the following:

2.3.15.1. Administrative Safeguards. Business Associate shall have: (i) implemented policies and procedures to prevent, detect, contain, and correct security violations in accordance with the implementation specifications set forth at 45 C.F.R. § 164.308(a)(1)(ii); (ii) identified a security official who is responsible for the development and implementation of the policies and procedures required by 45 C.F.R. Part 164, Subpart C; (iii) implemented policies and procedures to ensure appropriate access to e-PHI by its employees, agents and/or representatives as provided under 45 C.F.R. § 164.308(a)(4), and to prevent its employees, agents and/or representatives who should not have access under the standards set forth at 45 C.F.R. § 164.308(a)(4) from obtaining access to e-PHI in accordance with the implementation specifications set forth in 45 C.F.R. § 164.308(a)(3)(ii); (iv) implemented policies and procedures for authorizing access to e-PHI that is consistent with the requirements of 45 C.F.R. Part 164, Subpart E as well as in accordance with the implementation specifications set forth at 45 C.F.R. § 164.308(a)(4)(ii); (v) implemented a security awareness and training program for all of its employees and agents (including its directors and officers) in accordance with the implementation specifications set forth at 45 C.F.R. § 164.308(a)(5)(ii); (vi) implemented policies and procedures to address "Security Incidents" in accordance with the implementation specification set forth at 45 C.F.R. § 164.308(a)(6)(ii); and (vii) established (and implemented as needed) policies and procedures for responding to an emergency or other occurrence, including fire, vandalism, system failure and natural disaster, that damages any system that may contain e-PHI in accordance with the implementation specifications set forth at 45 C.F.R. § 164.308(a)(7)(ii). Business Associate will perform periodic technical and nontechnical evaluations in response to any environmental or operational changes affecting the security of e-PHI, and Business Associate will use such evaluations to establish the extent to which Business Associate's administrative safeguards meet the requirements of the e-PHI Security Standards as required by HIPAA.

2.3.15.2. Physical Safeguards. Business Associate shall have implemented: (i) policies and procedures to limit physical access to its electronic information systems and the locations in which such electronic information systems are maintained in accordance with the implementation specifications set forth at 45 C.F.R. § 164.310(a)(2); (ii) policies and procedures that specify the proper functions to be performed, the manner in which those functions are to be performed, and the physical attributes of the surroundings of a specific workstation or class of workstation that can access e-PHI; (iii) physical safeguards for all workstations that access e-PHI to restrict access to authorized users only; and (iv) policies and procedures that govern: (A) the receipt and removal of hardware and electronic media that contain e-PHI into and out of a location, and (B) the movement of such e-PHI within each such location in accordance with the implementation specifications set forth at 45 C.F.R. § 164.310(d)(2).

2.3.15.3. Technical Safeguards. Business Associate shall have implemented: (i) technical policies and procedures for electronic information systems that maintain e-PHI to allow access only to those persons or software programs that have been granted access rights as specified at 45 C.F.R. § 164.308(a)(4) in accordance with the implementation specifications set forth at 45 C.F.R. § 164.312(a)(2); (ii) hardware, software, and/or procedural mechanisms that record and examine activity in any information systems that contains or uses e-PHI; (iii) policies and procedures to protect e-PHI from improper alteration or destruction in accordance with the implementation specification set forth at 45 C.F.R. § 164.312(c)(2); (iv) procedures to verify that a person or entity seeking access to e-PHI is authorized to receive access to such e-PHI; and (v) technical security measures to guard against unauthorized access to any e-PHI that is being transmitted over an electronic communications network in accordance with the implementation specifications set forth at 45 C.F.R. § 164.312(e)(2).

2.3.15.4. Policies and Procedures and Documentation Requirements. Business Associate shall have implemented reasonable and appropriate policies and procedures to comply with the standards, implementation specifications, or other requirements of the e-PHI Security Standards, taking into account the factors specified at 45 C.F.R. § 164.306(b)(2)(i), (ii), (iii) and (iv). Business Associate shall: (i) maintain the policies and procedures implemented to comply with the e-PHI Security Standards in written or electronic form; and (ii) if an action, activity or assessment is required by 45 C.F.R. Part 164, Subpart C to be documented, maintain a written or electronic record of the action, activity, or assessment in accordance with the implementation specifications set forth at 45 C.F.R. § 164.316(b)(2). Upon request of Covered Entity, Business Associate shall provide Covered Entity with a copy of such policies and procedures.

2.3.15.5. General Terms Regarding e-PHI Security Standards. Business Associate and Covered Entity each acknowledge and agree that the provisions included in this Section 2.3.15 are intended to address certain provisions included in HITECH and its implementing regulations and, if at any time after the Effective Date any of the provisions included in this Section 2.3.15 are modified, amended, supplemented, removed or otherwise changed in any manner as a result of any change to the HITECH, its implementing regulations or any other applicable state, federal or local law, the provisions of this Section 2.3.15 shall be modified, amended, supplemented, removed or otherwise changed so as to comply with any such modification, amendment, supplement, removal or other change to HITECH, its implementing regulations or any other applicable state, federal or local law; provided that in no event shall Business

Associate be required to perform any act or obligation beyond what is required by the HITECH, its implementing regulations or any other applicable state, federal or local law. Notwithstanding anything to the contrary set forth in this Section 2.3.15, Covered Entity acknowledges and agrees that with respect to any implementation specification that is categorized as "Addressable" in the Security Rule, Business Associate shall in its sole reasonable discretion have the right to either: (i) implement the implementation specification as set forth in the Security Rule if Business Associate determines that such implementation specification is a reasonable and appropriate safeguard in Business Associate's environment when analyzed with reference to the likely contribution to protecting Covered Entity's PHI; or (ii) document why Business Associate has determined that implementation of the implementation specification as set forth in the Security Rule is not reasonable and appropriate and implement an equivalent alternative measure that is reasonable and appropriate and will adequately protect Covered Entity's PHI.

2.3.15.6. Breach of Representations and Warranties by Business Associate Relating to e-PHI Security Standards. In addition to any and all remedies which may be available to Covered Entity in this Agreement, Business Associate covenants and agrees that in the event of a breach by Business Associate of any of its covenants and obligations set forth in Section 2.3.15 of this Agreement, Business Associate may be prohibited, at Covered Entity's sole discretion, from receiving any of Covered Entity's PHI until such breach is remedied to Covered Entity's sole reasonable satisfaction.

2.4. Indemnification of Covered Entity: Business Associate agrees to indemnify and hold harmless Covered Entity and its affiliates, directors, officers, employees and agents (other than Business Associate), individually and collectively, against any and all losses, liabilities, judgments, penalties, awards and costs, including costs of investigation and legal fees and expenses, arising out of or related to: (i) a breach of any representation, warranty or covenant of this Agreement; or (ii) any negligent or wrongful acts or omissions of Business Associate or its employees, directors, officers, Subcontractors, or agents, including failure to perform their obligations under HIPAA and HITECH.

3. OBLIGATIONS OF COVERED ENTITY

3.1. Restrictions Requests and Confidential Communications: Covered Entity shall notify Business Associate, in writing, of any agreement Covered Entity makes regarding any restriction or requirement for confidential communication (including any changes or revocation of such restriction agreement or confidential communication requirement), with respect to the use or disclosure of PHI pursuant to 45 C.F.R. § 164.522, as may be amended, to the extent that such restriction agreement or confidential communication requirement may affect Business Associate's use or disclosure of Covered Entity's PHI in the provision of the Products or the performance of the Services.

3.2. Safeguards: Covered Entity agrees: (i) to use appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement and the Product or Services Agreement, in accordance with the standards and requirements of HIPAA, the Privacy Rule and Security Rule, until such PHI is received by Business Associate; (ii) to inform Business Associate of any consent or authorization, including any changes in or withdrawal of any such consent or authorization, provided to the Covered Entity by an Individual pursuant to 45 C.F.R. § 164.506 or § 164.508, as may be amended; and (iii) that Business Associate may make any use or disclosure of Covered Entity's PHI required under 45 C.F.R. § 164.512, as may be amended.

3.3. Indemnity: Covered Entity will defend, indemnify and hold harmless Business Associate and its directors, officers, members, managers, partners, employees, agents, successors and assigns from and against any and all losses, arising out of any breach of this Agreement by Covered Entity.

4. TERM AND TERMINATION

4.1. Term: This Agreement shall remain in effect until such time as the Product or Services Agreement expires or is terminated or as otherwise provided herein.

4.2. Termination:

4.2.1. Except for the requirements set forth in Section 4.3 which shall survive as set forth therein and except as otherwise provided in Section 4.2.2, this Agreement will terminate on the date that the Product or Services Agreement is terminated or expires.

4.2.2. This Agreement may be terminated by Covered Entity upon the breach of any one or more material provisions of this Agreement by Business Associate, which breach is not corrected to the reasonable satisfaction of Covered Entity by Business Associate within 30 days after written notice of such breach is given to Business Associate by Covered Entity.

4.3. Effect of Termination: Business Associate agrees that upon termination of this Agreement, Business Associate will return or destroy all PHI received from, created or received on behalf of Covered Entity. In the event Business Associate determines (and Covered Entity agrees) that return or destruction is not feasible, Business Associate will extend the protections required in this Agreement to the PHI and limit further uses and disclosures to only those purposes that make the return or destruction of the information infeasible.

5. MISCELLANEOUS

5.1. Regulatory References. A reference in this Agreement to a section in the Privacy Rule, Security Rule, the Breach Notification Rule, HITECH or HIPAA, and its regulations and requirements means the section(s) in effect or as amended.

5.2. Amendment. No modification of this Agreement will be effective unless made in writing and executed by a duly authorized representative of each party hereto. Without limiting the generality of the foregoing, the parties acknowledge and agree that, in the event of promulgation of a final regulation or an amendment to a final regulation by HHS that affects Business Associate's use or disclosure of Covered Entity's PHI, the parties shall take such reasonable action as is necessary to amend this Agreement in order for Covered Entity and Business Associate to comply with such final regulation or amendment to final regulation.

5.3. Notices. Any notices to be delivered hereunder shall be delivered to the addresses set forth in and consistent with the requirements for delivery of notice contained in, the Product or Services Agreement; provided, that a copy of any notice to Covered Entity hereunder shall also be delivered to: DaVita Inc., 2000 16th St. 12th Floor, Denver, CO 80202, Attention: Privacy Office. Notice shall be in writing and shall be deemed effective when personally delivered or, if mailed, 3 calendar days after the date deposited in the United States mail, first class, postage prepaid, to the addressee at its current business address.

5.4. Counterparts. This Agreement may be executed in 2 or more counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement.

5.5. Choice of Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the state identified in the Product or Services Agreement.

5.6. Joint Preparation. Each party hereto: (i) has participated in the preparation of this Agreement; (ii) has read and understands this Agreement; and (iii) has been or was able to be represented by counsel of its own choice in the negotiation and preparation of this Agreement. Each party hereto represents that this Agreement is executed voluntarily and should not be construed against any party hereto solely because it drafted all or a portion hereof.

5.7. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision in any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

5.8. Waiver. No waiver by any party hereto, whether express or implied, of its rights under any provision of this Agreement shall constitute a waiver of the party's rights under such provisions at any other time or a waiver of the party's rights under any other provision of this Agreement. No failure by any party hereto to take any action against any breach of this Agreement or default by another party hereto shall constitute a waiver of the former party's right to enforce any provision of this Agreement or to take any action against such breach or default or any subsequent breach or default by the other party hereto. To be effective any waiver must be in writing and signed by the waiving party.

5.9. Entire Agreement. This Agreement between the parties hereto supersedes any and all prior business associate agreements and understandings, either oral or written, between the parties.

5.10. Independent Contractor. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither this Agreement nor the fulfillment of any of the obligations hereunder shall be deemed to create any partnership, joint venture, legal association, or other operating relationship between the parties other than as independent contractors. The governing bodies of each party shall have exclusive control of the policies, management, assets, and affairs of their respective organization.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Business Associate Agreement to be executed and delivered as of the Effective Date, defined above.

COVERED ENTITY:

DAVITA INC.

DocuSigned by:
BY: Jason Bosh
BEFD2520988641F...

NAME: JASON BOSH

ITS: DIVISION VICE PRESIDENT

DATE: October 25, 2017

BUSINESS ASSOCIATE:

PACIFIC NEPHROLOGY ASSOCIATES, P.S.

DocuSigned by:
BY:
D6AC311245764 76...

NAME: ZHENG GE, M.D.

ITS: PRESIDENT

DATE: October 24, 2017

Sample only – Do Not Sign

EXHIBIT D

SAMPLE JOINDER

JOINDER TO MEDICAL DIRECTOR AGREEMENT

This joinder ("Joinder") is made as of the last date of signature by a party hereto (the "Effective Date"), by and among the undersigned. Reference is made to the Medical Director Agreement for Federal Way Community Dialysis Center, dated October 25, 2017, 20__ (the "Agreement"), by and among **TOTAL RENAL CARE, INC.**, a California corporation ("Company"), **PACIFIC NEPHROLOGY ASSOCIATES, P.S.**, a Washington professional corporation ("Group") and **DI ZHAO, M.D., HO WON LEE, M.D., YAJUAN HE, M.D. and ZHENG GE, M.D.** (each a "Physician" and, collectively, "Physicians") relating to the free-standing dialysis center known as "Federal Way Community Dialysis" located at 51015 S. 348th Street, Federal Way, WA 98003-7078 ("Center"), including the PD Program and the HHD 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 Group that the undersigned shall abide by the terms and conditions of the Agreement, as such may be amended over time, including without limitation the non-competition and non-solicitation covenants contained in Section 10 of the Agreement.

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

In the event the undersigned ceases to be a Related Physician during the Term of the Agreement, the Restricted Period called for in the Agreement shall end on the 2nd anniversary of the date on which such Related Physician ceases to be a Related Physician. The non-compete restrictions shall not extend beyond the 2nd anniversary of the physician leaving the Group or affiliation therewith in the event [he/she] leaves the Group or affiliation therewith before the Agreement expires or is terminated.

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

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

[SIGNATURES FOLLOW]

SAMPLE ONLY – DO NOT SIGN

IN WITNESS WHEREOF, the undersigned has executed this Joinder as of the Effective Date, defined above.

SPECIMEN - DO NOT SIGN

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

GROUP:

PACIFIC NEPHROLOGY ASSOCIATES, P.S., a Washington professional corporation

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

Acknowledged:

COMPANY:

TOTAL RENAL CARE, INC., a California corporation

SPECIMEN - DO NOT SIGN

_____
By:_____
Its: Division Vice President
Date:_____

Certificate Of Completion

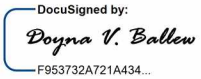
Envelope Id: CFCF804D52764805A27450304FB05405
Status: Completed
Subject: Please DocuSign: Federal Way #651 MDA-Pacific Nephrology Assocs #3.pdf
Source Envelope:
Document Pages: 47
Signatures: 9
Certificate Pages: 6
Initials: 12
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Kathy Hill
2000 16th Street
Denver, CO 80202
kathy.hill@davita.com
IP Address: 24.11.232.46

Record Tracking

Status: Original
10/24/2017 10:55:56 AM
Holder: Kathy Hill
kathy.hill@davita.com
Location: DocuSign

Signer Events	Signature	Timestamp
Di Zhao, M.D. dizhao2000@yahoo.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/28/2016 9:57:21 PM ID: da1e3bb7-208a-4f82-ba11-09687683bdc0	DocuSigned by: Di Zhao, M.D. DB7DCCC9C8014A5... Using IP Address: 65.122.177.202	Sent: 10/24/2017 12:53:20 PM Viewed: 10/25/2017 4:29:33 PM Signed: 10/25/2017 4:37:53 PM
Ho Won Lee, M.D. howonlee@gmail.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/24/2017 1:54:41 PM ID: 01214831-61f7-4dd8-9e5e-0d4a0c45b00b	DocuSigned by: D1D1C5DC8FF94A1... Using IP Address: 174.216.23.194 Signed using mobile	Sent: 10/24/2017 12:53:21 PM Viewed: 10/24/2017 1:54:41 PM Signed: 10/24/2017 1:55:11 PM
Yajuan He, M.D. drjunehe@gmail.com Md Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/8/2017 5:01:19 PM ID: 02539757-f42c-4c6a-bf99-b6055813c716	DocuSigned by: D1E848F10A8C40F... Using IP Address: 24.22.153.84 Signed using mobile	Sent: 10/24/2017 12:53:21 PM Viewed: 10/24/2017 11:35:36 PM Signed: 10/24/2017 11:40:23 PM
Zheng Ge, M.D. drzhengge@yahoo.com President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/24/2017 12:55:45 PM ID: 9354fccf-4f4d-4a1b-a168-f40a0d5b3577	DocuSigned by: D6AC31124576476... Using IP Address: 174.216.4.254 Signed using mobile	Sent: 10/24/2017 12:53:20 PM Viewed: 10/24/2017 12:55:45 PM Signed: 10/24/2017 12:58:11 PM

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: 10/25/2017 5:27:55 PM ID: cc2b5a5a-b1af-46c1-b0c7-6bea79a24a8b	DocuSigned by:  BEFD2520988641F... Using IP Address: 96.46.226.10	Sent: 10/25/2017 4:37:55 PM Viewed: 10/25/2017 5:27:55 PM Signed: 10/25/2017 5:28:40 PM
Doyna V. Ballew doyna.ballew@davita.com Senior Corporate Counsel DaVita Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by:  F953732A721A434... Using IP Address: 104.129.198.84	Sent: 10/25/2017 5:28:42 PM Viewed: 10/26/2017 8:32:49 AM Signed: 10/26/2017 8:32:56 AM

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
Carrie Sprinkle Hayne carrie.sprinklehayne@davita.com Group Regional Operations Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/24/2017 12:53:21 PM
Jesse Jenson jesse.jenson@davita.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/24/2017 12:53:21 PM
Compliance Training Compliance.training@davita.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/25/2015 12:19:29 PM ID: bea3cc2a-45e4-4db3-b0cd-27371f4838cd	COPIED	Sent: 10/26/2017 8:32:58 AM
TQQC TQQC@davita.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/9/2016 6:20:26 AM ID: c5bdce90-3465-4836-9574-1316003a5917	COPIED	Sent: 10/26/2017 8:32:58 AM

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/26/2017 8:32:58 AM
Certified Delivered	Security Checked	10/26/2017 8:32:58 AM
Signing Complete	Security Checked	10/26/2017 8:32:58 AM
Completed	Security Checked	10/26/2017 8:32:58 AM

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

Federal Way Community Dialysis

Patients by Zip Code

FY2023

Zip Code	Census
98001	6
98002	9
98003	28
98023	31
98031	1
98032	3
98042	1
98055	1
98057	1
98092	6
98168	1
98198	1
98321	1
98372	5
98374	2
98422	9
98424	4

Appendix 5

Letter of Intent

3201 S 323rd Street
Federal Way, WA 98001
Phone: (253) 733-5298
DaVita.com

October 31, 2024

Via Email

Washington State Department of Health
Certificate of Need Program
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 in the 2024 Nonspecial Circumstance Cycle 2 to apply for a Certificate of Need to expand the existing DaVita Federal Way Community Dialysis Center. In accordance with WAC 246-310-080 and 246-310-806, the following information is provided:

A Description of the Services Proposed:

DaVita proposes to expand in-center hemodialysis at the Federal Way Community Dialysis center by five (5) stations, for a total of twenty-three (23) stations plus one (1) Certificate of Need-exempt isolation station. No other services changes are proposed.

Estimated Cost of the Proposed Project:

Total estimated capital expenditure is $165,000.

Description of the Service Area:

The service area will be the King Five ESRD Planning Area.

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

Sincerely,

Susie Litts
Director – Special Projects
Certificate of Need

Appendix 6

Operational and Financial Commitment Letter

DaVita Inc.
2000 16th Street
Denver, CO 80202

March 1, 2024

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:
Michael D. Staffieri
7C8A7C202CCD473...

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

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

Appendix 7

Credentialed Staff

Federal Way - 00651

Teammate	Role	License Number
June He	MD	MD00040949
Santos, May	RN GFA	RN00165673
Diaz, Tia	PCT	HT60378889
Wallace, Sean	PCT	HT60377192
Valencia, Eduardo	PCT	HT60619431
Maria Magdalena Eligio	PCT	HT60893903
Nicole Arroyo	PCT	HT61094271
Zarina Sharipova	PCT	HT61154490
Jame Cappay	PCT	HT60839318
Rose De Guzman	PCT	HT31271060
Brooke Butenschoen	PCT	HT61351794
Jennifer Ellerton	RD	DI60684515
Roy Abisate	PCT	HT61497417
Letelemalanuola King	PCT	HT61447428
Sharlene Tran	PCT	HT61396926
Fiesta, Rachelle	RN	RN60316555
Pacho, Amarah-per diem	RN	RN60723766
Philip Elairor	RN	RN61287518
Monica Santos	RN	RN61335048
Franklin Carmelo	RN	RN61501322
Charlene Elling	RN	RN60333595
Jazmine Sanchez	MSW	SC61609663
Monica Wood	MSW	LW61045695

Appendix 8

Historical & Current Financials

Historical Income Statement

Federal Way +5 Expansion

	Totals			
	FY21	FY22	FY23	FY24 Forecast (Ann.)
Treatments:				
Chronic	15,750	16,088	15,878	15,783
PD	3,209	2,248	2,642	3,112
Home Hemo	0	0	0	0
Total Treatments	18,959	18,336	18,520	18,896
Revenue:				
Patient Revenue	$9,604,446	$8,860,726	$8,570,181	$8,743,945
Total Gross Revenue	**9,604,446**	**8,860,726**	**8,570,181**	**8,743,945**
Bad Debt	384,178	354,429	342,807	349,758
Charitable Care	124,858	115,189	111,412	113,671
Total Net Revenue	**9,095,411**	**8,391,108**	**8,115,962**	**8,280,516**
Expenses:				
Salaries & Wages	$1,410,918	$1,609,813	$1,646,386	$1,706,946
Employee Non-Base Pay, Benefits & Taxes	603,715	619,068	624,736	647,761
Total Salaries, Wages & Benefits	**2,014,633**	**2,228,881**	**2,271,122**	**2,354,708**
Medical Supplies	1,082,288	964,061	1,009,461	1,029,928
Medical Director	99,984	99,984	99,984	100,000
Other Medical (i.e., Lab Tests)	281,891	288,139	293,619	299,572
Utilities	88,432	98,106	105,257	107,391
Repairs & Maintenance	105,051	105,238	131,016	133,672
Ancillary Expense	152,304	156,538	139,834	142,669
Other Direct Expenses	166,352	146,612	138,267	141,071
Depreciation	148,791	143,887	146,244	146,244
Base Rent	212,488	213,600	213,600	213,600
Tax & CAM	66,846	68,884	67,860	67,860
Total Other Operating Expenses	**2,404,426**	**2,285,049**	**2,345,143**	**2,382,008**
Total Direct Expenses	**4,419,058**	**4,513,930**	**4,616,265**	**4,736,716**
Pre-G&A EBIT	**4,676,352**	**3,877,177**	**3,499,697**	**3,543,800**
G&A Allocation	790,327	719,293	746,714	761,854
EBIT	**3,886,025**	**3,157,884**	**2,752,983**	**2,781,946**

Appendix 9

Detailed Projected Operating Statement (Pro Forma)

Federal Way +5 Expansion

	Forecast 2025	Full Year 2026	Full Year 2027	Full Year 2028
Total Stations (end of the year - excludes CON-exempt iso st	18	23	23	23
Total Shifts	6	6	6	6
Total Chronic Capacity (end of period)	108	138	138	138
Total Chronic Patients (end of the period)	113	117	121	125
% of Capacity	*104.6%*	*84.8%*	*87.7%*	*90.6%*
Average Annual Chronic Patients (avg of beginning & end of	111.5	115.0	119.0	123.0
Total Chronic Treatments	16,524	17,043	17,636	18,229
Total Home Patients (end of the period)	22	23	24	25
Average Annual Home Patients (avg of beginning & end of p	22.0	22.5	23.5	24.5
Total Home Treatments	3,260	3,335	3,483	3,631
Total Patients (avg of beginning & end of period)	133.5	137.5	142.5	147.5
Total Treatments	19,785	20,378	21,119	21,860
Revenue				
Patient Revenue	$ 9,155,425	$ 9,429,744	$ 9,772,644	$ 10,115,544
Total Gross Revenue	**$ 9,155,425**	**$ 9,429,744**	**$ 9,772,644**	**$ 10,115,544**
Bad Debt	$ 366,217	$ 377,190	$ 390,906	$ 404,622
Charitable Care	$ 119,021	$ 122,587	$ 127,044	$ 131,502
Total Net Revenue	**$ 8,670,187**	**$ 8,929,968**	**$ 9,254,694**	**$ 9,579,420**
Expenses				
Salaries & Wages	$ 1,780,915	$ 1,839,062	$ 1,900,061	$ 1,961,060
Employee Benefits, Taxes & Non-Base	$ 675,831	$ 697,898	$ 721,046	$ 744,194
Total Salaries, Wages & Benefits	**$ 2,456,746**	**$ 2,536,960**	**$ 2,621,107**	**$ 2,705,254**
Medical Supplies	$ 1,078,395	$ 1,110,707	$ 1,151,096	$ 1,191,486
Medical Director	$ 100,000	$ 100,000	$ 100,000	$ 100,000
Other Medical (i.e., Lab Tests)	$ 313,670	$ 323,068	$ 334,816	$ 346,564
Utilities	$ 112,445	$ 115,814	$ 120,025	$ 124,237
Repairs & Maintenance	$ 139,963	$ 144,156	$ 149,398	$ 154,640
Ancillary Expense	$ 149,383	$ 153,859	$ 159,454	$ 165,049
Other Direct Expenses	$ 147,709	$ 152,135	$ 157,667	$ 163,200
Depreciation	$ 146,244	$ 168,931	$ 168,931	$ 168,931
Base Rent	$ 213,600	$ 221,758	$ 222,500	$ 222,500
Tax & CAM	$ 67,860	$ 67,860	$ 67,860	$ 67,860
Total Other Operating Expenses	**$ 2,469,270**	**$ 2,558,289**	**$ 2,631,749**	**$ 2,704,466**
Total Direct Expenses	**$ 4,926,016**	**$ 5,095,249**	**$ 5,252,856**	**$ 5,409,721**
Pre-G&A EBIT	**$ 3,744,171**	**$ 3,834,719**	**$ 4,001,838**	**$ 4,169,699**
G&A Allocation	$ 797,706	$ 821,607	$ 851,484	$ 881,361
EBIT	$ 2,946,465	$ 3,013,112	$ 3,150,355	$ 3,288,339

Assumptions:

First Full Year: 2026, based on a first full month in January 2026 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 considered 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 2028), 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 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 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 (2023) 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: FY26-27 based on contracted, known expenses in latest medical director agreement that runs through 11/30/2027. The proforma assumes both parties agree to the automatic renewal at the current compensation rate.

Lease Expense: Base rent for the forecast period through month 1 of the projection period (January 2026) is calculated using section 2 of the first lease agreement. Base rent for month 2 through the end of the projection period (February 2026 - December 2028) are per section 2 of the second amendment to the lease agreement. Tax and CAM are estimated at $67,860 based on FY23 expenses.

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 37.95% of base salaries and wages based on 2023 data for the facility. No inflation is assumed.

Appendix 10

Audited Financial Statement SEC 10k – 2021, 2022, 2023

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.

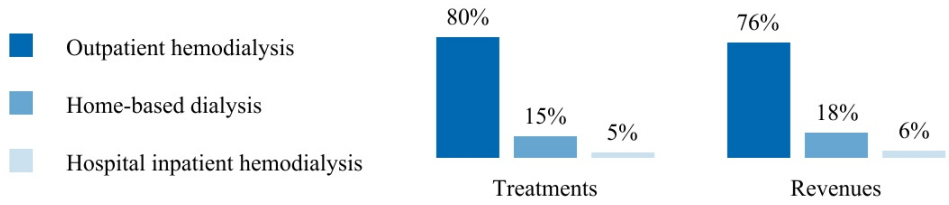
Home-based dialysis services

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.

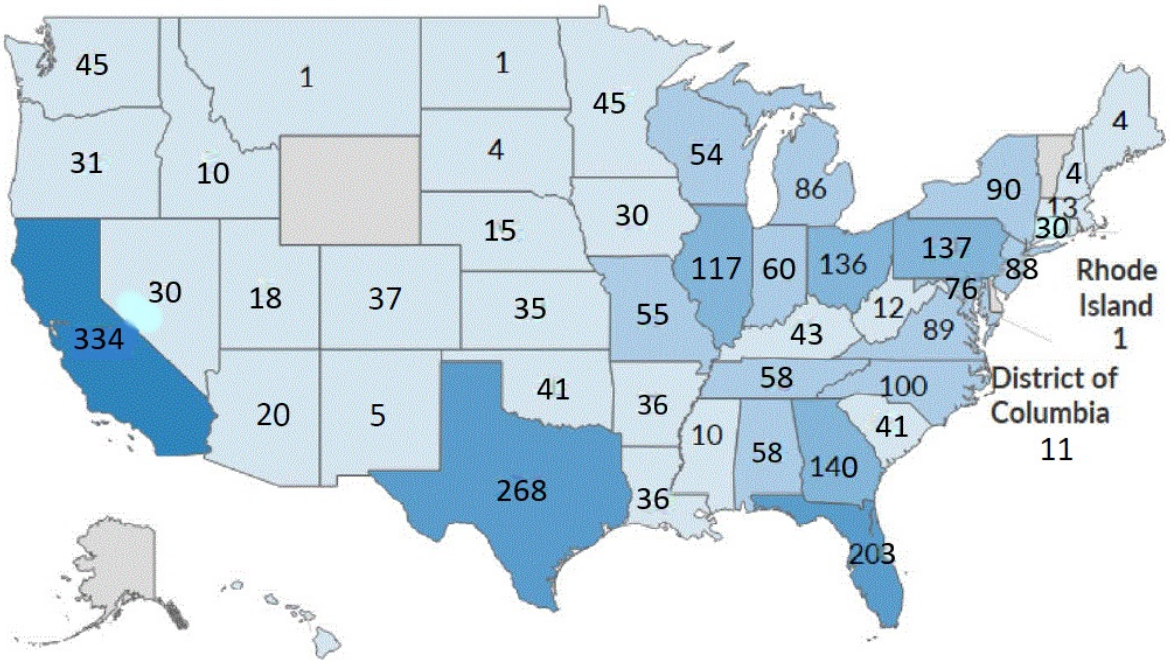
Medical directors for our dialysis centers enter into written contracts with us that specify their duties and fix their compensation generally for periods of ten years. The compensation of our medical directors is the result of arm’s length

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,		Annual change	
	2021	2020	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,		Annual change	
	2021	2020	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					
	U.S. dialysis	Ancillary services			Corporate administration	Consolidated
		U.S.	International	Total		
	(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					
	U.S. dialysis	Ancillary services			Corporate administration	Consolidated
		U.S.	International	Total		
	(dollars in millions)					
Operating income (loss)	$ 1,918	$ (99)	$ 23	$ (76)	$ (147)	$ 1,695
Loss on changes in ownership interests, net		16		16		16
Accruals for legal matters					35	35
Adjusted operating income (loss)	$ 1,918	$ (83)	$ 23	$ (60)	$ (112)	$ 1,746

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

	Year ended December 31,	
	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							Average interest rate	Fair value[1]
	2022	2023	2024	2025	2026	Thereafter	Total		
	(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:

	Page
Management's Report on Internal Control Over Financial Reporting	F-1
Report of Independent Registered Public Accounting Firm	F-2
Report of Independent Registered Public Accounting Firm	F-4
Consolidated Statements of Income for the years ended December 31, 2021, 2020, and 2019	F-5
Consolidated Statements of Comprehensive Income for the years ended December 31, 2021, 2020, and 2019	F-6
Consolidated Balance Sheets as of December 31, 2021, and 2020	F-7
Consolidated Statements of Cash Flow for the years ended December 31, 2021, 2020, and 2019	F-8
Consolidated Statements of Equity for the years ended December 31, 2021, 2020, and 2019	F-9
Notes to Consolidated Financial Statements	F-11

(2) Index to Financial Statement Schedules:

Schedule II—Valuation and Qualifying Accounts S-3

(3) Exhibits

The information required by this Item is set forth in the Exhibit Index that precedes the signature pages of this Annual Report on Form 10-K.

Item 16. Form 10-K Summary.

None.

DAVITA INC.

MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

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

During the last fiscal year, the Company conducted an evaluation, under the oversight of the Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's internal control over financial reporting. This evaluation was completed based on the criteria established in the report titled "*Internal Control—Integrated Framework (2013)"* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

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

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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.

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.

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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

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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%.

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

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

its former vascular access services reporting unit. For the Company's other operating segments, discrete business components below the operating segment level constitute individual reporting units.

When performing quantitative goodwill impairment assessments, the Company estimates fair value using either appraisals developed with an independent third party valuation firm which consider both discounted cash flow estimates for the subject business and observed market multiples for similar businesses, or offer prices received for the subject business that would be acceptable to the Company.

During the year ended December 31, 2019, the Company recognized goodwill impairment charges of $119,476 in its Germany kidney care business. These charges resulted primarily from a decline in then current and expected future patient census and an increase in then current and expected future costs, including due to wage increases expected to result from legislation announced at that time. The changes in the Company's expectations were informed by developments in the business in response to evolving market conditions, including changes in the Company's expected timing and ability to mitigate them, and based on in-depth operating and strategic reviews completed by the Company's new Germany management team. During the year ended December 31, 2019 the Company also recognized a goodwill impairment charge of $5,416 in its German other health operations.

Based on its most recent assessments, the Company determined that further changes in expected patient census, increases in operating costs, 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	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,			As of December 31, 2021	
	2021	2020	Maturity date	Interest rate	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:

	Year ended December 31,		
Lease term and discount rate	**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 %

	Year ended December 31,		
Other information	**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

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. 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

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

responsibility for these entities to the Company. The Company consolidates all of the nominee-owned entities with which it is most closely associated.

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.
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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 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.

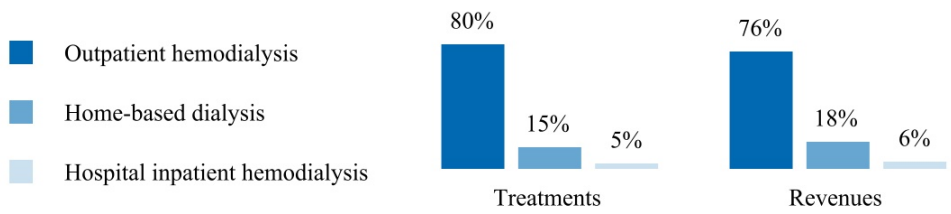
Home-based dialysis services

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

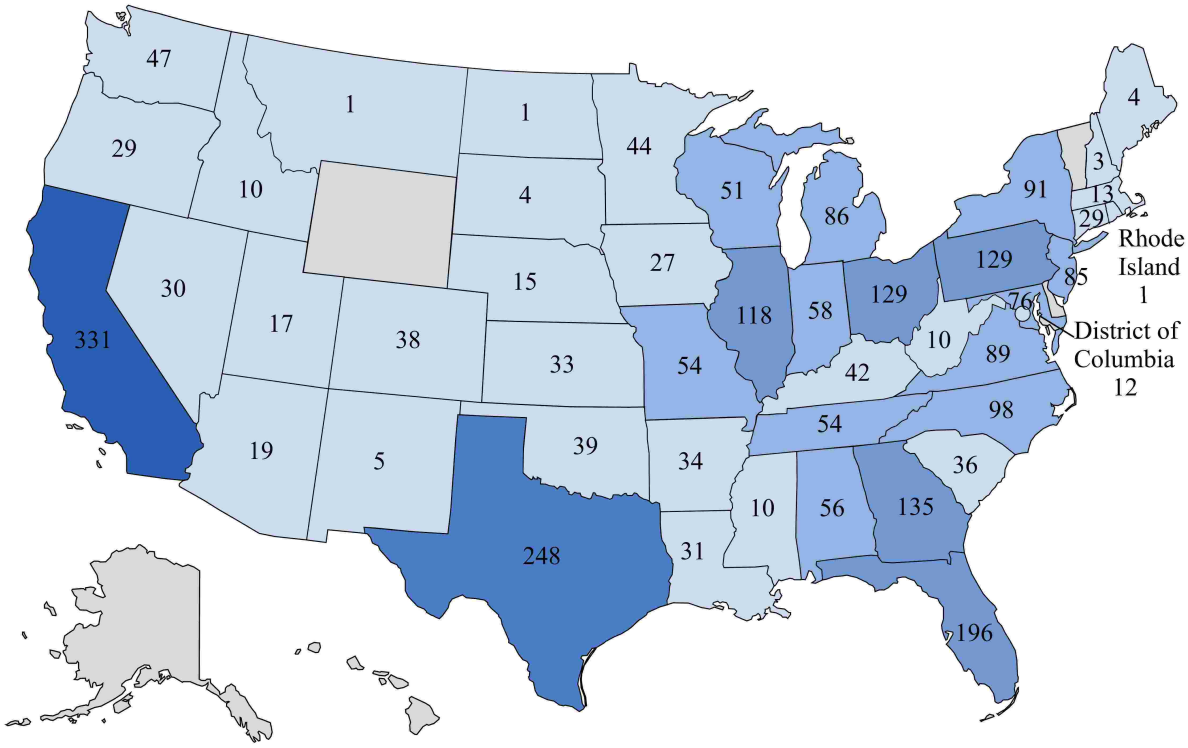
Participation in the Medicare ESRD program requires that dialysis services at an outpatient dialysis center be under the general supervision of a medical director. Per these requirements, this individual is usually a board certified nephrologist. We engage physicians or groups of physicians to serve 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,		Annual change	
	2022	2021	Amount	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,		Annual change	
	2022	2021	Amount	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						
	U.S. dialysis	Ancillary services				Corporate administration	Consolidated
		U.S. IKC	U.S. Other	International	Total		
	(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						
	U.S. dialysis	Ancillary services				Corporate administration	Consolidated
		U.S. IKC	U.S. Other	International	Total		
	(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							Average interest rate	Fair value[1]
	2023	2024	2025	2026	2027	Thereafter	Total		
	(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:

	Page
Management's Report on Internal Control Over Financial Reporting	F-1
Report of Independent Registered Public Accounting Firm	F-2
Report of Independent Registered Public Accounting Firm	F-4
Consolidated Statements of Income for the years ended December 31, 2022, 2021, and 2020	F-5
Consolidated Statements of Comprehensive Income for the years ended December 31, 2022, 2021, and 2020	F-6
Consolidated Balance Sheets as of December 31, 2022 and 2021	F-7
Consolidated Statements of Cash Flow for the years ended December 31, 2022, 2021, and 2020	F-8
Consolidated Statements of Equity for the years ended December 31, 2022, 2021, and 2020	F-9
Notes to Consolidated Financial Statements	F-11

(2) Index to Financial Statement Schedules:

Schedule II—Valuation and Qualifying Accounts	S-3

(3) Exhibits

The information required by this Item is set forth in the Exhibit Index that precedes the signature pages of this Annual Report on Form 10-K.

Item 16. Form 10-K Summary.

None.

DAVITA INC.

MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

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

During the last fiscal year, the Company conducted an evaluation, under the oversight of the Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's internal control over financial reporting. This evaluation was completed based on the criteria established in the report titled "*Internal Control—Integrated Framework (2013)"* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

Based upon our evaluation under the COSO framework, we have concluded that the Company's internal control over financial reporting was effective as of December 31, 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								Non-controlling interests not subject to put provisions
		Common stock		Additional paid-in capital	Retained earnings	Treasury stock		Accumulated other comprehensive income (loss)	Total	
		Shares	Amount			Shares	Amount			
Balance at December 31, 2019	$ 1,180,376	125,843	$ 126	$ 749,043	$ 1,431,738	—	$ —	$ (47,498)	$ 2,133,409	$ 185,833
Comprehensive income:										
Net income	141,879				773,642				773,642	79,156
Other comprehensive income								(18,656)	(18,656)	
Stock purchase plan		222	—	17,148					17,148	
Stock award 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)

		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, 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

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

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.

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	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	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	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	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,			As of December 31, 2022	
	2022	2021	Maturity date	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

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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	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:

	Year ended December 31,		
Lease term and discount rate	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 %

	Year ended December 31,		
Other information	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	$ —

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.

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, 2023
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, 2023, 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 $9.2 billion.

As of January 31, 2024, the number of shares of the registrant's common stock outstanding was approximately 87.7 million shares.

Documents incorporated by reference

Portions of the registrant's proxy statement for its 2024 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 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, in the hospital and/or skilled nursing facilities and at the end of life. We are committed to bold, patient-centric care models, implementing the latest technologies and advancing integrated care offerings. In our unwavering pursuit of a healthier tomorrow, 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 one or more comorbidities such as Type I and Type II diabetes, hypertension, polycystic kidney disease, long-term autoimmune attack on the kidneys or 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. If the kidney disease continues to progress, the goal is to safely transition the patient to the dialysis treatment of their choice.

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, 2023, our international operations provided dialysis and administrative services to a total of 367 outpatient dialysis centers located in 11 countries outside of the U.S., serving approximately 49,400 patients.

Finally, our U.S. integrated kidney care (IKC) business provided integrated care and disease management services to 58,000 patients in risk-based integrated care arrangements and to an additional 17,000 patients in other integrated care arrangements across the United States as of December 31, 2023.

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 the nine most recently reported 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 the eight most recently reported 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 have seen strong results from our participation 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."

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, 2023, our domestic Chief Medical Officer leads a team of 22 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, 2023. 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, 2023.

Value-based care arrangements are proliferating in the kidney health space. These arrangements are fostering a much larger degree of collaboration between nephrologists, providers, and transplant programs, resulting in a more complete understanding of each patient's clinical needs. We believe this more complete understanding allows for better care coordination and earlier intervention, which we believe ultimately leads to improved clinical outcomes, lower overall costs and improved patient experiences. Our IKC business provides comprehensive care management for complex chronic kidney disease patients nationwide, with payment models that include a variety of structures to advance and encourage integrated and value-based care. Among other arrangements, our IKC business has percent-of-premium arrangements in several Medicare Advantage ESRD Chronic Special Needs Plans and 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 IKC business also utilizes other value-based payment methodologies in its care coordination and disease management contracts, which include two-sided shared savings/shared losses and outcomes-based pay-for-performance compensation arrangements.

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, 2023, we provided dialysis, administrative and related laboratory services in the U.S. through a network of 2,675 outpatient dialysis centers in 46 states and the District of Columbia, serving a total of approximately 200,800 patients. We also have contracts to provide hospital inpatient dialysis services in approximately 790 hospitals throughout the U.S.

According to the United States Renal Data System (USRDS), there were over 556,000 ESKD dialysis patients in the U.S. in 2021. Based on the most recent 2023 annual data report from the USRDS, the underlying ESKD dialysis patient population grew at an approximate compound annual rate of 3.3% from 2011 to 2021 and 3.4% from 2016 to 2021 as compared to a decline in compound annual growth of 1.1% from 2020 to 2021, which suggests that the rate of growth of the ESKD patient population is declining relative to long term trends. As the USRDS report presents data through December 31, 2021, it reflects the initial compounding impact of COVID-19 on this patient base. In general, 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, growth rates of minority populations with higher than average incidence rates of ESKD or other changes in demand for dialysis treatments over time, including for example, as a result of the development and application of certain innovative technologies, drugs or other treatments. 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 is the most common form of ESKD treatment. The hemodialysis machine uses a filter, 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.

Hemodialysis 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. Our freestanding outpatient dialysis centers are staffed with members of our care team and store the supplies necessary for treatment. Treatments are 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. In accordance with an executive order signed in July 2019 (the 2019 Executive Order), the U.S. Department of Health and Human Services (HHS) developed policies addressing, among other things, the goal of making more kidneys available for transplant. CMS, through CMMI, also subsequently released the framework for certain proposed and existing voluntary and mandatory payment models, including ETC described above, which would adjust payment incentives to encourage kidney transplants. For more information about 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 26% in 2023 and 27% in 2022. The overall number of patients to whom we provided services in the U.S. in 2023 increased by approximately 0.7% from 2022, primarily due to growth in new admits as well as a decrease in mortality rates, which had been impacted throughout the course of the COVID-19 pandemic.

Hospital inpatient hemodialysis services

As of December 31, 2023, we have contracts to provide hospital inpatient dialysis services to patients in approximately 790 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.

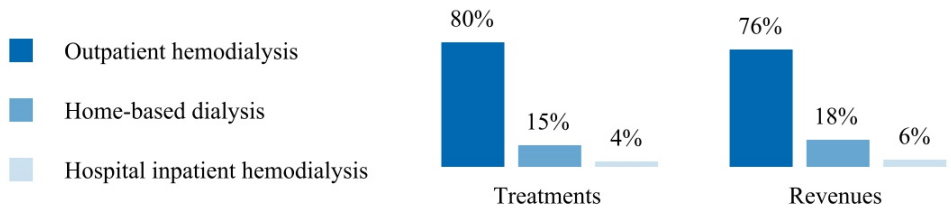
Home-based dialysis services

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 2023 annual data report from the USRDS, in 2021 approximately 15% of ESKD dialysis patients in the U.S. performed home-based dialysis.

Treatments and revenues by modality:

The following graph summarizes our U.S. dialysis treatments by modality and U.S. dialysis patient service revenues by modality for the year ended December 31, 2023.



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. The vast majority of these tests are performed 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 59 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 89% of our consolidated revenues for the year ended December 31, 2023. 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 service revenues the year ended December 31, 2023:

Medicare and Medicare Advantage plans	56 %
Medicaid and managed Medicaid plans	8 %
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, 2023, approximately 89% of our total U.S. 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.

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.

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 updated annually by an inflation adjustment based on historical data and forecasts and does not always cover the actual inflationary increase. Due in part to continued higher than expected inflation rates, the annual update for the 2024 ESRD PPS base rate did not accurately forecast the cost increase experienced by providers.

On September 18, 2020, pursuant to the 2019 Executive Order, CMS, through CMMI, published the final ETC Model. The ETC Model launched on January 1, 2021, administered through CMMI in approximately 30% of our dialysis clinics across the country. CMS subsequently issued several clarifying rules through November 2022 and continues to evaluate the model.

On October 27, 2023, CMS issued a final rule to update the Medicare ESRD PPS payment rate and policies for calendar year 2024. Among other things, the final rule updates the Acute Kidney Injury dialysis payment rate for renal dialysis services furnished by ESRD facilities and requirements for the ESRD QIP. CMS estimates that the overall impact of the rule will increase ESRD facilities' average reimbursement by 2.1% in 2024.

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 (currently by 2%), which was subsequently extended through fiscal year 2032. 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.

Most 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. In most cases, for a patient covered by a commercial insurance plan, Medicare will either become 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. For additional detail on charitable premium assistance and certain associated risks, see the risk factor in Item 1A. Risk Factors under the heading *"Changes in federal and state healthcare legislation or regulations..."*

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 continue to monitor MA notices, regulatory updates and guidance, as well as enforcement for impact 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 27% of our U.S. dialysis patient service revenues and approximately 11% of our U.S. dialysis patients are associated with non-hospital commercial payors for the year ended December 31, 2023. Non-hospital commercial patients as a percentage of our total U.S. dialysis patients for 2023 increased slightly compared to 2022. 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, 2023. 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 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..."*

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, 2023, revenues from joint ventures in which we have a controlling interest represented approximately 29% 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 5,200 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.

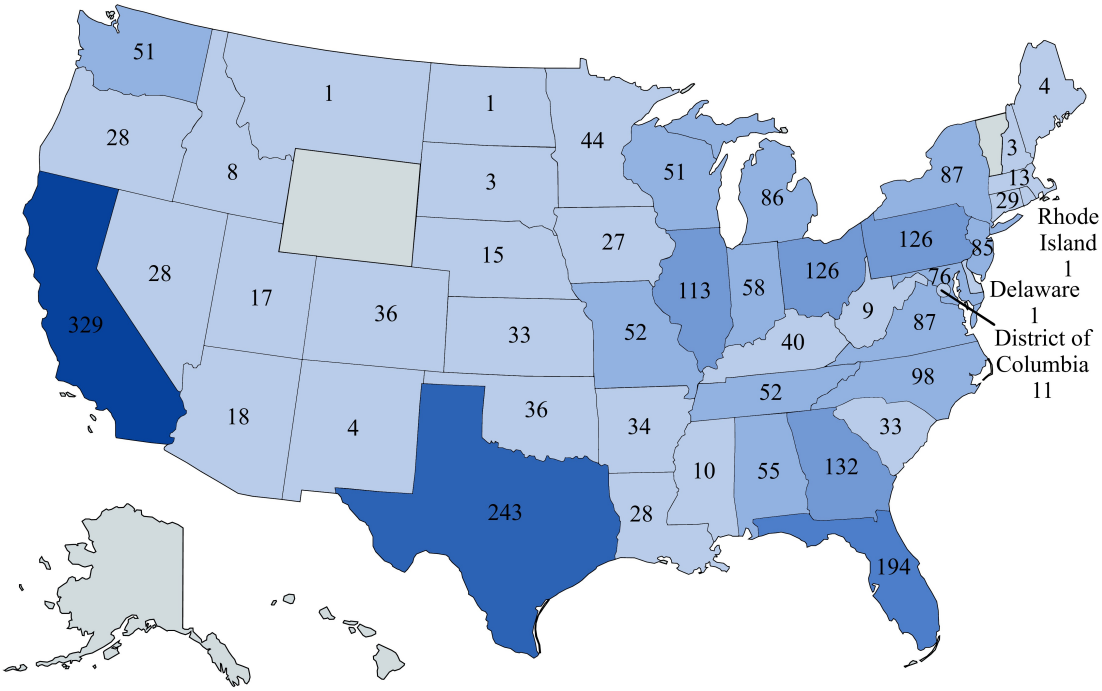
Medical directors for our dialysis centers enter into written contracts with us that specify their duties and fix their compensation generally for periods of ten years. The compensation of our medical directors is the result of arm’s length negotiations, consistent with fair market value, and generally 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 (FTC) proposed a new rule that would generally prohibit employers from using non-compete clauses in contracts with workers that extend beyond the termination of the employment or independent contractor relationship. The comment period for the proposed rule has closed. It is unclear if and when a final rule will be issued and whether it would be subject to legal challenges. In addition, Congress and more than half of the states' legislatures, introduced legislation in 2023 that would place restrictions on non-compete agreements between employers and workers. While few of these states passed legislation, it is possible that similar legislation could be introduced in 2024. We are monitoring these developments and any state follow-on regulations 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 2,675 outpatient dialysis centers in the U.S. as of December 31, 2023 and 2,616 of these centers are consolidated in our financial statements. Of the remaining 59 nonconsolidated U.S. outpatient dialysis centers, we own noncontrolling interests in 56 centers and provide management and administrative services to three centers that are wholly-owned by third parties. The locations of the 2,616 U.S. outpatient dialysis centers consolidated in our financial statements at December 31, 2023, 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, 2023, 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.* 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 care programs, including shared savings, pay-for-performance, and capitation contracts. DaVita IKC also contracts with payors to support MA ESKD chronic condition special needs plans (C-SNPs) to provide ESKD patients full service healthcare and integrated care management services. DaVita IKC supported our ESKD seamless care organizations (ESCO) joint venture programs until their completion in 2021, and currently participates in both the involuntary and certain voluntary payment models administered by CMMI. As further described below under the heading "*—Government regulation—CMMI Payment Models*", we have invested resources, and expect to continue to invest substantial resources in these models as part of our overall plan to grow our integrated kidney care business and value-based care initiatives. See Note 1, *Other revenues,* 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 care model, developing and expanding IKC 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 wide spectrum of services for clinical drug research and device development. DCR uses its extensive real-world healthcare expertise to assist in the design, recruitment and completion of retrospective and prospective studies. Revenues are based upon study generated fees, 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 367 outpatient dialysis centers located in 11 countries outside of the U.S. serving approximately 49,400 patients as of December 31, 2023. 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, 2023, the international outpatient dialysis centers we operate were located as follows:

Brazil	99
Poland	63
Germany	51
Malaysia[(1)]	40
Colombia	35
United Kingdom	27
Saudi Arabia	26
Portugal	13
Singapore[(1)]	6
Japan[(1)]	5
China[(1)]	2
	367

(1) Includes centers that are operated, managed or administered by our Asia Pacific joint venture (APAC JV).

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

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 more than one 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 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.

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 15 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 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 Patient Protection and Affordable Care Act and the Health Care Reconciliation Act of 2010, as amended (collectively, 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.

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 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.

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.

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 $28,000 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.

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 from 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 debt arrangements and 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.

Outside of the United States, data protection laws and regulations are in different stages of maturity. For example, Europe is subject to the mature General Data Protection Regulation (GDPR) in contrast to Saudi Arabia's Personal Data Protection Law (PDPL) which is nascent. This presents compliance costs and legal risks to our international operations. The countries within the DaVita International group can be broadly divided into GDPR countries (Germany, Poland, Portugal, and the United Kingdom) and non-GDPR countries (Brazil, China, Colombia, Japan, Malaysia, Saudi Arabia, and Singapore). When providing services or using personal data, we must ensure compliance with the applicable legislation.

The GDPR imposes a comprehensive data protection regime with the potential for regulatory fines as well as data breach litigation by impacted data subjects. Under the GDPR, regulatory penalties may be 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 carries similar compliance and operational costs, and carries similar fines of up to the greater of £17.5 million or 4% of global turnover. In non-GDPR countries, the cost of non-compliance varies but can also be just as significant as those under the GDPR. For example, the maximum fine for non-compliance with data protection laws in Brazil is 50 million Brazilian real (approximately $11 million) or 2% of the company’s turnover, while the maximum fine in China is RMB 50 million (approximately $7 million) or 5% of the previous year's annual revenue. In addition to fines, data protection authorities in non-GDPR countries may also impose criminal sanctions as well as other penalties, such as orders to cease processing personal data, orders to delete personal data, or warnings and reprimands.

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 Privacy Act of 2018 (CCPA), which was significantly amended by the California Privacy Rights Act (CPRA), the Colorado Privacy Act, as well as multiple other states, afford consumers expanded privacy protections. These provide for civil penalties for violations, and the CCPA and CPRA provide for a private right of action for data breaches. Additionally, several privacy bills have been proposed both at the federal and state level that may result in additional legal requirements that impact our business. On a related front, states continue to enact laws focusing on consumer health data that are similar to other comprehensive data laws, but impose more stringent consent requirements (e.g., opt-in consent for certain

types of processing) for consumer health data. These laws carry statutory damages and in some cases allow for a private right of action. These state data protection laws (both the comprehensive laws and the health-focused 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 attorneys general 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 FTC, 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...*" For additional information about our assessment of our cybersecurity risks, see the discussion in Item 1C. Cybersecurity.

Integrated Kidney Care, Medicare and Medicaid program reforms and Other Healthcare Regulations

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: As described above, CMS has launched 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 ETC mandatory payment model, launched in approximately 30% of dialysis clinics across the country on January 1, 2021. CMS subsequently issued several clarifying rules through November 2022 and continues to evaluate the model. 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, we have invested substantial resources, and expect to continue to invest substantial resources in these models as part of our overall plan to grow our 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, respectively, 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, regulatory, or executive 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, regulatory or executive action related to these potential initiatives, if any, remains uncertain, particularly in light of the current economic and political 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.

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, are required to develop and disclose a “Good Faith Estimate” (GFE) that details the expected charges for furnishing certain items or services, although the government is currently only enforcing portions of this requirement with respect to uninsured or self-pay patients. The GFE is currently required to include specific information regarding the service provided and diagnostic codes, among other things, and is subject to formatting requirements, notice requirements, availability and dispute resolution procedures; in the future, GFEs will be required to include additional information, including co-provider service estimates. 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 the delayed effective date of certain provisions of the GFE framework, uncertainty around operational timeframes, potential penalties and patient reaction, among other things. 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.

COVID-19 Response: In response to COVID-19, federal and state governments developed and passed legislation, rule making, interpretive guidance and modifications to agency policies and procedures, designed to provide emergency economic relief measures. These governmental responses included, among other things, regulations from OSHA and CMS that impact our operations. To the extent certain of these rules have remained in place following the conclusion of the COVID-19 public health emergency, they have added complexity and uncertainty to the already complex and highly regulated environment in which we operate.

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, certain states in which we do business have certificate of need programs regulating the establishment or expansion of healthcare facilities, including dialysis centers. Furthermore, given the evolving nature of our business, agencies, including but not limited to the Food and Drug Administration, FTC, and HHS's Office of Civil Rights, will continue to introduce and/or enforce existing laws and regulations that we may need to comply with. For additional information of the risks to our business associated with the impact of these and other laws and regulations, 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 "Changes in federal and state healthcare legislation or regulations..."*

State laws and initiatives

There have been several state-based policy 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 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 (reimbursement cap). The implementation of AB 290 has been stayed pending resolution of legal challenges. The trial court recently issued a decision relating to these challenges to AB 290 that may result in the stay being lifted and at least some provisions of the law being implemented in the near future, although any appeal of the decision may result in the stay being continued. In addition, California passed into law California Senate Bill No. 525 (SB 525), which raises minimum wage for many California healthcare workers, effective as of June 1, 2024. We may continue to face other proposed regulations or legislation or ballot initiatives 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 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..."*

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 and evolve 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 certain 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 (Board), certain affiliated professionals and 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.

We could be subject to penalties or other consequences if the OIG or a similar regulatory authority determines that we failed to comply with applicable laws, regulations or requirements, including, among other things substantial monetary penalties and exclusion from participation in federal healthcare programs that could have a material adverse effect on our business, results of operations, financial condition, cash flows, 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 and 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 Care (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.

As we continue to expand our efforts to grow across the full continuum of kidney care from CKD care to dialysis treatment to transplant facilitation, we also face competition outside dialysis. In the integrated care market, we face competition from other dialysis providers who, similar to DaVita, may be seeking to expand arrangements with payors, physicians and hospitals. We also face competition from non-traditional dialysis providers and others in this space, who have made a number of announcements, initiatives and capital raises in areas along the full continuum of kidney care from CKD to dialysis to transplant. These business entities, certain of which command considerable resources and capital, increasingly compete with us in the integrated kidney care market, and they may also focus their efforts on the development of more traditional dialysis competition or the commencement of other new business activities or the development of innovative technologies, drugs or other treatments that could impact the rate of growth of the kidney care patient population or otherwise be transformative to the industry. For additional discussion on these developments and associated risks, see the risk factors in Item 1A. Risk Factors under the headings, "*If we are unable to compete successfully...*" and "*If we are not able to successfully implement our strategy with respect to our integrated kidney care and value-based care initiatives...*"

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 our 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 talented 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 for our patients and the communities we serve.

As of December 31, 2023, 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 other issues generally 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 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.

We published our second D&B Report in May 2023, which shared progress on our four strategic pillars - belonging, representation, economic mobility, and health equity - as well as other diversity metrics and roadmap for delivering our vision of cultivating "a diverse Village where everyone belongs." Our 3,042 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. Our intensive training for leaders sets the tone from the top, and we continue to expand our suite of resources for all teammates. Our executive team participated in an immersive nine-month Inclusive Leadership training. In 2022, we began scaling this experience to our vice presidents. Thus far, 86% of leaders at the VP level or above have completed this development program to advance our efforts toward creating trust and safety, respecting and valuing others and providing fair and consistent support. We have adapted this development program into a multi-week intensive course for manager and director-level teammates, which launched in the fourth quarter of 2023.

Over the past several years, our D&B efforts have focused primarily on supporting strong representation of women and people of color in our Village and ensuring that we are creating a welcoming, open environment where all teammates, patients, physicians and care partners belong.

In 2023, we expanded our network of 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 fourth annual Week of Belonging in 2023, engaging teammates globally with activities and education designed to further create a sense of belonging.

As of December 31, 2023, our Village in the U.S. was composed of 78% women and 57% people of color. We are proud of the fact that in the U.S. as of December 31, 2023, 74% of our managers and 62% of our directors are women and that leaders with profit and loss responsibility are 53% women and 30% people of color. Since 2018, we have seen a 6% increase in representation of women at the VP level and for the first time ever, surpassed 40% women VP representation in 2023. In the same time period, we have seen a 6% increase in the representation of people of color at the VP level, from 16% in 2018 to 22% in 2023.

Our Board is composed of 40% women and 10% people of color. With respect to Board leadership positions, we are one of the minority of companies in the S&P 500 to have a woman serving as the Chair of the Board. Additionally, we are part of the top 15th percentile 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 Report. As of December 31, 2023, we are meeting or exceeding 64% 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, Management Leadership for Tomorrow and various Historically Black Colleges and Universities 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. Our 2023 incoming Redwoods class was 54% women and 37% people of color.

Helping teammates and leaders reach the next stage in their career and increase their earning potential complements 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, educational and social support to our clinical and operations personnel to help achieve their higher education and leadership goals.

Our DaVita Ladders program unlocks clarity, competitive pay and transparent career journeys to systematically create more effective leaders. Through DaVita Ladders, the Village can offer teammates and leaders:

- Clarity around role expectations;
- A universal language to describe and understand career progression across the business units and regions;
- Aiding talent mobility efforts to empower teammates with the ability to explore alternative career pathways based on interest, competency, and skill;
- A tool to support all aspects of the talent lifecycle through selection practices, personal development review (PDR) discussions, and succession planning, among other things;
- Standardization in how we execute performance and talent conversations that are aligned to factors for role success; and

- Market informed pay structure, pay design and guidance to our pay for performance philosophy.

Predominately all of our teammates are clinical field/operations personnel, and we have many programs in place to help guide their professional development journeys. DaVita Ladders includes Clinical Ladders for our clinical teammates, and since rolling out our Clinical Ladders to our nurse and patient care technician teammates, we have celebrated more than 20,000 promotions. We have now expanded Clinical Ladders to approximately 49,000 teammates.

Additionally, we are proud to offer programs that support teammates to increase their earnings potential. For example, our Bridge to Your Dreams program supports high performing teammates pursuing an associate's degree in nursing with financial assistance, resources and role placement support to become a DaVita nurse. We also offer programs that help develop high potential nurses, clinical coordinators and clinic nurse managers into operational managers, along with programs that prepare and coach operational managers for potential regional operations director roles. These are just some of the many other career development opportunities we have in place for our teammates.

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 58% of our Facility Administrators and managers having been promoted internally, and over 2,000 teammates actively enrolled in the Bridge to Your Dreams program, as of December 31, 2023.

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.
- Free 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 elements including 401(k) match, employee stock purchase plan (ESPP), a deferred compensation plan, financial planning support and access to free banking services. Additionally, DailyPay is a service that provides teammates with financial flexibility by allowing them to access earned but unpaid wages before payday.
- 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 critical incident support for work related trauma, on both a personal and group level, with access to ten free sessions annually for each household member.
- 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.
- Our DaVita Village Network, which provides financial support to eligible teammates experiencing a specific tragedy or hardship and helps cover additional costs that insurance does 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

The COVID-19 federal public health emergency (PHE) ended in May 2023, and as we adapt to the evolving health and regulatory environment, we continue to prioritize the health, well-being and safety of our teammates, physician partners and their families. To the extent operations and protocols in our clinics were dependent on PHE waivers of certain requirements under federal health care legislation and regulation, we prepared in advance for the sunsetting of these federal waivers to help ensure continuity of care and teammate safety. We completed an internal assessment on dependencies for PHE-specific waivers and identified clinics with varying levels of waiver dependencies. As a result, we were well-positioned to wind down the remaining few practices with waiver dependencies by May 2023 in the ordinary course. We have integrated key stand-alone COVID-19 practices into standard infection control workflows. We continue to offer COVID-19 testing and vaccines for our patients and teammates.

For additional information about certain risks associated with our human capital management, 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;
- changes in federal and state healthcare or regulations;
- 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;
- 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;
- 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, U.S. other 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;
- if our joint ventures were found to violate the law;
- 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 these and other uncontrollable events may in the future impact the rate of growth of our patient population and our ability to grow the business. There can be no assurance that we will be able to successfully execute cost savings or other initiatives in a manner that will offset the impact of these 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 may be interrelated. These conditions relate to, among other things, inflation, interest rates, challenging labor market conditions, supply chain challenges, continuing effects of COVID-19 and other factors that may impact our long term rate of growth of our patient population. Certain of these impacts could be further intensified by concurrent global events such as the ongoing conflict between Russia and Ukraine and in Israel, Gaza and the surrounding areas, which have continued to drive sociopolitical and economic uncertainty and volatility 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.

We also have risk associated with COVID-19. 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 due to the ongoing impact of the virus on ESKD and CKD patient mortality rates, among other things. 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 COVID-19. As further described below in the risk factor under the heading, "*If we are unable to compete successfully...*", certain other events beyond our control could also impact the rate of growth of our ESKD patient population. Any decrease in growth rates for the ESKD or CKD patient population, higher mortality rates for dialysis patients or other reductions in demand for dialysis treatments, if sustained or significant, could have a material adverse effect on our business, results of operations, financial condition and cash flows. Any such impact would be magnified to the extent it also

resulted in a lower number of patients with commercial insurance or a lower percentage of patients under commercial insurance relative to government-based programs.

Ongoing global economic conditions and political and regulatory developments, such as general labor, supply chain and inflationary pressures have also increased, and will continue to increase, our expenses, including among other things, 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. We expect certain of these increased staffing and labor costs to continue, due to, among other factors, recent legislative changes, such as Senate Bill 525 in California, and increased training costs. The cumulative impact of these increased costs could be material. In addition, our industry has experienced increased union organizing activities, including the filing of petitions by unions at certain of our competitors' clinics with a number of those clinics voting to unionize. Potential staffing shortages or other potential developments or disruptions related to our teammates, if material, could ultimately lead to the unplanned closures of certain centers or adversely impact clinical operations, or 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 our underlying staffing and labor expenses 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 invest in and implement cost savings initiatives designed 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. 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 driven by macroeconomic conditions, global events, domestic political or governmental volatility or other events beyond our control, including the aforementioned inflationary and labor market pressures, volatility and uncertainty, as well as potential volatility in 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 government sponsored programs. Any potential period of extended or increased 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; 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. Declining economic conditions or other pressures that drive increased focus on healthcare costs may lead, employers to select more restrictive commercial plans with lower reimbursement rates. To the extent that payors are negatively impacted by a decline in the economy, we may experience further pressure on commercial rates, a 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 or labor market conditions deteriorate or remain uncertain for an extended period of time, we may experience negative impacts on reimbursement rates or the availability of insurance coverage for our patients, which may in turn materially and unfavorably impact our revenues and financial results. These impacts could lead us to 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, 2023, 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.

The aforementioned impacts may also drive 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.

Any or all of these economic conditions or developments, as well as other consequences of these conditions or developments, some of which are beyond our control and 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 coverage and reimbursement statutes, and other federal coverage and 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), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56 (Patriot Act), Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, 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;
- laws, regulations or other guidance across jurisdictions that require enhanced disclosures and due diligence surrounding the impacts of our Company and value chain on, and the financial risks and opportunities for our Company from, environmental, social and governance (ESG) or other similar sustainability or corporate responsibility matters, as well as enhanced policies, processes and controls designed to appropriately monitor and track such information and enhanced actions to address our Company's impact on these matters; 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, debt agreements 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 15 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, 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 different and/or non-traditional providers and we may be competing with them for patients in an asymmetrical environment with respect to reimbursement rates, data and/or regulatory requirements given our status as an ESRD service provider and relative scale. 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 (FTC) proposed a new rule that would generally prohibit employers from using non-compete clauses in contracts with workers that extend beyond the termination of the employment or independent contractor relationship. It is unclear if and when a final rule will be issued and whether it would be subject to legal challenges. In addition, Congress and more than half of the states' legislatures introduced legislation in 2023 that would place some restrictions on non-compete agreements between employers and workers. While few of these states passed such legislation, it is possible that similar legislation could be introduced in 2024. We are monitoring these developments and any state follow-on regulations 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, among others, should any such legislation or regulation be finalized and implemented.

Although we cannot predict the short- or long-term effects of any 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, impose other burdensome operational requirements or prescribe wage levels. Depending on the extent of the limitations, burdens or prescriptions of such initiatives, the passage of such initiatives into law could have a material adverse impact on our business, results of operation, financial condition and cash flow. For example, California recently enacted California Senate Bill No. 525 (SB 525), which raises the minimum wage for many California healthcare workers, effective as of June 1, 2024. We may continue to face other proposed regulations or legislation or ballot initiatives in various 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. 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 (reimbursement cap). The implementation of AB 290 has been stayed pending resolution of legal challenges. The trial court recently issued a decision relating to these challenges to AB 290 that may result in the stay being lifted and at least some provisions of the law being implemented in the near future, although any appeal of the decision may result in the stay being continued. While it is currently unclear when and how those provisions may be implemented, in the event certain provisions of AB 290 are implemented in their proposed form, including the reimbursement cap, it may have a negative consequence on our business. Depending on what provisions are implemented, organizations that provide charitable premium assistance may choose to withdraw from California, which would have 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 healthcare exchanges established by the ACA 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. For additional details regarding insurance coverage for dialysis services, see the discussion in the risk factor under the heading *"If the number or percentage of patients with higher-paying commercial insurance declines..."* 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 15 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 15 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 patient service revenues are 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 other things, 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. 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. 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 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 changes to payment rates set by CMS and other 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.

Certain payors have been attempting to design and implement plans that restrict or limit coverage for treatment needed by ESRD patients in the commercial market. Among other things, these restrictive plan designs seek to limit the duration and/or the breadth of ESRD benefits, limit 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 limits the 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. 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; the results of proposed and pending legislative and regulatory responses to the decision; how courts will interpret other anti-discriminatory provisions of the MSPA 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, during upcoming open enrollment periods or otherwise, 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 AKF, 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 AKF. 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, including California AB 290 as described in the risk factor under the heading, "*Changes in federal and state healthcare legislation or regulations...*", 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, including such changes as, for example, the removal of objective time and distance standards for network adequacy for outpatient dialysis centers. 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 additional details regarding these regulations and 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, are 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 specific information regarding the service provided and diagnostic codes, among other things, and is subject to formatting requirements, notice requirements, availability and dispute resolution procedures. 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 the delayed effective date of certain provisions of the GFE framework, and uncertainty around operational timeframes, potential penalties and patient reaction, among other things. Patient dissatisfaction with the GFE process, whether with respect to the GFE rate or 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 as well as broader risk arrangements with other payors, 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, existing or future integrated kidney care initiatives, including among others, CMMI payment models, 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 extended, passed into law or enacted. Additionally, the ultimate terms and conditions of any potential legislative or regulatory action impacting integrated kidney care, full capitation demonstrations or the existing CMMI payment models remain unclear. For example, the CKCC program is a 5-year demonstration that launched in 2022. CMMI continues to monitor the performance of these and other kidney care payment models, and there is no assurance that this program will be extended or modified in the future and, among other things, 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 maintain 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 service revenues for the year ended December 31, 2023, 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. CMS continues to propose

modifications to the ETC model and evaluate the model against the agency's stated goals for the program. 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, regulatory 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. For example, the OIG recently issued its 2024 work plan identifying its interest in auditing home dialysis programs. 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. For additional detail on the competitive landscape in kidney care, see the risk factor under the heading *"If we are unable to compete successfully..."* 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 or Medicare Advantage programs 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 reimbursement rates are reduced by CMS or are otherwise inadequate. 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 subsequent legislation, an annual reduction (currently 2%) to Medicare payments took effect on April 1, 2013, and has been extended through 2032. 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.

- Risk of ensuring that we remain complaint with MA marketing requirements as well as our contractual terms with associated plans, as our initiatives associated with MA (including chronic condition special needs and dual eligible special needs plans) continue to evolve and progress. Failure to do so could resolve in termination of agreements with plans as well as enforcement by state and federal agencies for violation of insurance, consumer and fraud and abuse laws and regulations.

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 service revenues for the year ended December 31, 2023 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. This contract expires at the end of 2024. 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 current macroeconomic conditions and 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, the ultimate extent of which will depend on current macroeconomic conditions and ancillary impacts on the labor market, among other things. For additional discussion of the risks facing us related to the current labor environment, 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 2023, we again had significant teammate turnover, which led to increased training costs, 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. Recently, certain of our competitors have experienced union organizing activities, including the filing of petitions by unions at certain of their clinics, with a number of these clinics voting to unionize. While no such petitions have been filed at our dialysis clinics to date, there can be no assurance that such petitions may not be filed in the future or that such petitions, if filed, will not be successful. If a significant portion of our teammates were to become unionized, we could experience, among other things, 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; face work stoppages or other business disruptions; or experience negative impacts on our employee culture. 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, including our responses to such 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 or with respect to the use of certain third-party digital advertising technologies, or if we fail to 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 EU GDPR and the UK GDPR, 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 damage awards in private litigation or 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. For example, healthcare companies, including our Company and certain of our third-party service providers, strategic partners, consultants or contractors, are increasingly incorporating self-learning or "artificial intelligence" features into information technology capabilities. The use of this rapidly evolving technology may intensify the cybersecurity and reputational risks we face given its novel and untested nature, particularly to the extent such technology involves the use of protected health information (PHI) or personally identifiable information (PII). 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.

For additional information about our assessment of our cybersecurity risks, see discussion in Part I Item 1C. Cybersecurity of this Form 10-K.

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, current macroeconomic conditions also have 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 supply chain disruptions due to global events, 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 transitional or 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 oral phosphate binders are incorporated into the payment bundle, there can be no assurance that CMS will calculate the bundled payment rate in a manner that correctly accounts for the inclusion of these oral medications and the additional costs associated with dialysis providers having to supply such drugs. 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 the government or other payors implement new requirements or protocols for patients to receive the drug and include pricing in the bundle, 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 or bill for the drug, if we fail to implement appropriate storage and diversion controls or if we cannot obtain competitive pricing for the drug. 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. 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 Care (FMC), manufactures a full line of dialysis supplies and equipment in addition to owning and operating dialysis centers. This may, among other things, give FMC 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 and potential declines in the overall number of nephrologists may negatively impact our ability to enter into medical director agreements in the future. 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 but also the degree to which 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 our ability to participate in integrated kidney care. 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 may not be as cautious in adhering to applicable laws and regulations and/or may not be 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 2023 annual data report from the USRDS suggests that the rate of growth of the ESRD patient population is declining relative to long-term trends. As the USRDS report presents data through December 31, 2021, it reflects the initial 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, growth rates of minority populations with higher than average incidence rates of ESKD or other changes in demand for dialysis treatments over time, including for example, as a result of the development and application of certain innovative technologies, drugs or other treatments such as the glucagon-like peptide 1 (GLP-1) receptor agonist, SGLT2 inhibitors, and other classes of drugs or new classes of drugs or other treatments that may, among other things, slow the progression of CKD. Any decrease in growth rates for the ESRD patient population, higher mortality rates for dialysis patients or other reductions in demand for dialysis treatments, if sustained or significant, could have a material adverse effect on our business, results of operations, financial condition and cash flows. Any such impact would be magnified to the extent it also resulted in a lower number of patients with commercial insurance or a lower percentage of patients under commercial insurance relative to government-based programs. 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, drugs or other treatments 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 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. other 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. other 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. other ancillary services and international operations.

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;
- 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 and applicable exchange rates;
- 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;
- laws, regulations or other guidance that require enhanced disclosures and due diligence surrounding the impacts of our Company and value chain on, and the financial risks and opportunities for our Company from, ESG or other similar sustainability or corporate responsibility matters, as well as enhanced policies, processes and controls designed to appropriately monitor and track such information and enhanced actions to address our Company's impact on these matters; 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 hospital services and our ancillary businesses, including our International business. 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 rapidly evolving 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 2023 we closed a transaction with Medtronic, Inc. and one of its subsidiaries (collectively, Medtronic) to form a new, independent kidney care-focused medical device company (Mozarc). The transaction is expected to require us to 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 or our ability to consummate them on a timely basis; could require us to devote additional resources to potential 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, 2023, we owned a controlling interest in numerous dialysis-related joint ventures, which represented approximately 29% of our U.S. dialysis revenues for the year ended December 31, 2023. 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 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 patient service 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 200,800 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 service revenues estimating risk to be within 1% of revenues for the segment. If our estimates of U.S. dialysis patient service 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 12 to the consolidated financial statements included in this report, we are party to a senior secured credit agreement (as amended, the Credit Agreement), which consists of an up to $1.5 billion secured revolving line of credit, a secured term loan A-1 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.

The variable interest rates payable under our senior secured credit facilities have historically been linked to LIBOR as the benchmark for establishing such rates. The LIBOR rate used in our senior secured credit facilities ceased to be available starting June 30, 2023. Prior to that date, we transitioned all the debt from our senior secured credit facilities from LIBOR to Secured Overnight Financing Rate (SOFR). SOFR is a broad measure of the cost of borrowing cash overnight collateralized by U.S. Treasury securities. The SOFR 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. It is possible that the final determination of any such 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, 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 1C. Cybersecurity

Risk Management and Strategy

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 our increased use of remote work arrangements).

To manage risks to our Company, including information and security risks, our Board oversees our enterprise-wide approach to risk management with a fundamental belief that the key components of risk management are:

- Identifying potential risks that we face;
- Assessing the likelihood and potential impact of the risks;
- Adopting strategies and controls designed to manage the risks;
- Reporting on a regular basis regarding the assessment and management of the risks; and
- Monitoring these potential risks on a regular basis.

Our Enterprise Risk Management (ERM) team leads this risk management process, and evaluates risks to the enterprise on short, intermediate and long-term bases. Our ERM team reports to our ERM Committee, a group comprised of members of senior management who meet on a regular basis to oversee the performance of these risk management functions. We assess risks using a probability-magnitude lens, with shorter and intermediate term risks generally given greater weight. We prioritize mitigating activities on shorter and intermediate term risks, but also use risk analyses and oversight to proactively incorporate mitigating activities into our long-term strategy. The ERM process reflects a Company-wide effort designed to identify, assess, manage, report and monitor enterprise risks and risk areas. This effort includes the Company's Enterprise Risk Services (Internal Audit), Sarbanes-Oxley (SOX), Compliance Audit, legal and IT Security teams, among others. The identification and evaluation of cybersecurity threats and risks is integrated into this ERM process.

The ERM process is incorporated into our disclosure controls and procedures. Representatives of each of our ERM, Legal, Internal Audit and Compliance Audit teams sit on the Company’s management Disclosure Committee, which is responsible for, among other things, the design and establishment of disclosure controls and procedures to help ensure the timeliness, accuracy and completeness of corporate disclosure. Our IT Security and Privacy teams, who are responsible for assessing cybersecurity threats and risks, in turn maintain policies and procedures designed to ensure appropriate escalation of cybersecurity incidents to meet external disclosure requirements. Our Chief Information Officer (CIO) and Chief Information Security Officer (CISO) regularly meet and coordinate with our Chief Privacy Officer (CPO). Each of the CIO, CISO and CPO also advise members of the Disclosure Committee, including our Chief Legal and Public Affairs Officer (CLO), on disclosure matters on an as-needed basis.

With respect to assessing privacy, data and cybersecurity risks, the Company adopts a hybrid approach that primarily aligns with the National Institute of Standards and Technology (NIST) Cybersecurity Framework, including the guidance set forth in the NIST HIPAA Security Rule Cybersecurity Guide, while also evaluating against certain elements of the ISO 27001 and 27005 standards that management believes provide additional levels of guidance or structure. We regularly evaluate the Company’s cybersecurity and privacy processes and procedures, both through regular audits by our Internal Audit and IT security teams, as well as regular retention of outside advisors under direction of our IT security team. Among other things, the IT security team oversees an external third party review at least every two years that evaluates the readiness of the entire Company against the NIST Cybersecurity Framework and provides an assessment that measures Capability Maturity Model Integration levels. Additionally, our CISO engages in regular consultations, typically monthly, with third-party cybersecurity advisors. Among other things, these sessions provide the Company with a broader review of the external cybersecurity environment, helping us to stay current on emerging or developing security approaches and risks. Among other initiatives, our CISO and the Company’s IT security team have actively participated in industry conferences and maintain memberships to resources such as the Health Information Sharing and Analysis Center (Health-ISAC), a trusted community of critical infrastructure owners and operators within the Health Care and Public Health sector which, among other things, allows the Company to monitor email updates and alerts coordinated with the U.S. Department of Homeland Security’s Cybersecurity and Infrastructure Security Agency. In order to maintain awareness of privacy, data and cybersecurity risks, the Company incorporates these topics into its annual compliance training materials that are mandatory for all teammates and new hires, and among other things cover HIPAA privacy and security requirements.

We maintain policies and have established processes involving our cybersecurity, privacy and legal teams that assess potential cybersecurity risks associated with our retention and use of third-party service providers. These policies and procedures are generally aligned with the NIST Cybersecurity Framework. Prior to retaining or renewing a third-party vendor, the Company policy requires a risk assessment of such potential new vendor or new engagement through a collaborative process among the Company’s IT security, privacy, insurance and legal teams, among others. Potential vendor engagements also are reviewed to assess a range of other considerations and contractual terms and conditions, including, among other things, a potential vendor’s liability insurance limits, scope and coverage of cyber insurance and privacy data protections. Our IT SOX team also conducts annual SOX reviews for those vendors that are considered in scope for SOX controls. All finalized vendor engagements are considered by Internal Audit as part of our ordinary course risk assessment and audit planning.

Cybersecurity Risks and the Impact on our Company

Due to the continuously evolving series of laws and regulations related to cybersecurity, data protection and privacy that are applicable to our business, as well as the associated risks from cybersecurity threats, we have expended significant resources in order to protect our information systems and data. 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. While we have experienced cybersecurity incidents in the past, to date none have had a material impact on our business, results of operations, financial condition and cash flows.

Cybersecurity requires ongoing investment and diligence against evolving threats and in the context of new or developing technologies. For further information regarding the risks we face from cybersecurity threats and how our business strategy, results of operations, and financial condition could be materially affected by such risks, see Item I.A. Risk Factors under the heading, "*Privacy and information security laws are complex*…".

Governance

Board Oversight

As part of their oversight responsibilities, the Audit Committee and the Compliance and Quality Committee monitor privacy, data and cyber security as specific risk areas. Both Mr. Schechter, a member of the Audit Committee and the Compliance and Quality Committee, and Ms. Schoppert, a member of the Audit Committee and the Compliance and Quality Committee, hold a CERT Certificate in Cybersecurity Oversight. The Audit Committee engages in regular discussions with management on privacy, data, and cybersecurity risk exposures, receiving quarterly reports from the ERM team and the CIO. The CPO and/or CLO periodically reports to the Audit Committee about the Company's privacy program, and Internal Audit reports to the Audit Committee quarterly, providing the Audit Committee with results from any privacy, data, or cybersecurity audits.

Among other things, the Company's privacy team actively develops and implements policies designed to comply with the requirements of privacy laws in the countries where the Company operates. Working with Internal Audit and the CIO, the privacy team assesses the nature and potential severity of privacy risks within DaVita and guides the organization in taking steps to help mitigate such risks. The CPO or CLO provides periodic updates to the Audit Committee on the status of the privacy program. The Audit Committee also oversees the Company's negotiation of any cybersecurity insurance. Currently, the Company maintains a cybersecurity risk insurance policy providing coverage for certain cybersecurity breaches among other specified risks.

Management

As referenced above, our IT Security team, in consultation with our Privacy Office, is primarily responsible for frontline assessments and management of day-to-day risks from cybersecurity threats, including the monitoring and detection of cybersecurity incidents and the execution of DaVita's cybersecurity and privacy incident response plans, as needed. Pursuant to the plan, the teams are responsible for assessing and classifying cybersecurity incidents and coordinating the response to such incidents, including managing both internal and external reporting obligations and remediation efforts. Our key personnel responsible for privacy and cybersecurity expertise include our CIO, CISO and CPO. Their qualifications include expertise in international privacy laws, compliance, global IT strategy, and security responsibilities, helping to ensure a comprehensive approach to risk management. Our CISO holds a Certified Chief Information Security Officer certification from EC-Council and a Certified Information Security Manager certification from ISACA. Our CPO is a Certified Information Privacy Professional and a Certified Compliance and Ethics Professional, and has more than two decades of experience in creating and implementing privacy and data protection programs that enable multinational organizations to respect and protect personal data and execute mission critical business strategies.

Our IT Security team also operates a 24x7 security operations center through a managed service provider. This dedicated center, alongside active monitoring of the dark web for DaVita-related data, and our use of both internal and external tools, is designed to ensure proactive detection, prevention and remediation of cybersecurity incidents. We inform and develop this integrated approach through our ongoing internal and external evaluations and risk assessments of our IT security program as described above.

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 number 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 year 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 15 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, 2024 was $108.16 per share. According to Computershare, our registrar and transfer agent, as of January 31, 2024, there were 6,687 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 2023:

Period	Total number of shares purchased	Average price paid per share [1]	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, 2023	—	$ —	—	$ 1,596,085
April 1 - June 30, 2023	—	—	—	$ 1,596,085
July 1 - September 30, 2023	—	—	—	$ 1,596,085
October 1 - December 31, 2023	2,904	97.82	2,904	$ 1,311,942
Total	2,904	$ 97.82	2,904	

(1) Excludes commissions and the 1% excise tax imposed by the Inflation Reduction Act of 2022.

As of December 31, 2023, we are authorized to make share repurchases pursuant to a December 17, 2021 Board authorized repurchase plan of $2.0 billion. This authorization allows us 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 12, 2024, we have a total of $1.149 billion, excluding excise taxes, 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, statements about our balance sheet and liquidity, our expenses, revenues, billings and collections, availability or cost of supplies, treatment volumes, mix expectation, such as the percentage or number of patients under commercial insurance, current macroeconomic, marketplace 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 (MA) plan enrollment, expectations regarding increased competition and marketplace changes, including those related to new or potential entrants in the dialysis and pre-dialysis marketplace and the potential impact of innovative technologies, drugs or other treatments, expectations regarding the impact of our continuing cost savings initiatives 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:

- *current macroeconomic and marketplace conditions, global events and domestic political or governmental volatility, many of which are interrelated and which relate to, among other things, inflation, potential interest rate volatility, labor market conditions, wage pressure, evolving monetary policies, and the continuing impact of the COVID-19 pandemic on our patients, teammates, physician partners, suppliers, business, operations, reputation, financial condition and results of operations; 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; the potential impact of new or potential entrants in the dialysis and pre-dialysis marketplace and potential impact of innovative technologies, drugs, or other treatments on our patients and industry; 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, 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 as the pandemic continues to subside;*
- *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 continuing legislative efforts to restrict or prohibit the use and/or availability of charitable premium assistance, such as AB 290, 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;*
- *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, antitrust matters, including, among others, restrictive covenants and acquisition, merger, joint venture or similar transactions and/or labor matters;*

- *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, which continue to increase in the dialysis industry, 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;*
- *our ability to respond to challenging U.S. and global economic and marketplace conditions, including among other things our ability to successfully identify cost savings opportunities and to invest in and 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 or renewing 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 ESRD program, state Medicaid or other government-based programs and the impact of the MA 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 and with additional laws that may apply to our operations as we expand geographically or enter into new lines of business, including through acquisitions or joint ventures;*
- *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 oral phosphate binders, 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, to successfully integrate any acquired businesses, to successfully operate any acquired businesses, joint ventures or other strategic transactions, 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).

Our year-over-year overall financial performance in 2023 benefited from increased revenues in our U.S. dialysis, international and IKC businesses, as well as decreases in pharmaceutical costs, contract wage expense and advocacy spend. These positive trends were partially offset by continued increases in compensation expense, severance costs and center closure costs as we continued to focus on cost savings initiatives. In addition, 2023 was negatively impacted by increased legal costs and our continued investment in our integrated care support functions needed to support patient growth in our IKC business.

Operational and financial highlights for 2023 include, among other things:

- U.S. dialysis revenue growth of 3.2% from an increase in average patient services revenue per treatment of $12.20;
- revenue growth of 35.2% in our IKC business which included the recognition of an incremental $55 million in shared savings revenue from the IKC adjustment described below, and 9.0% in our international operations;
- operating income of $1,603 million and adjusted operating income of $1,734 million;
- operating cash flows of $2,059 million and free cash flows of $1,236 million;
- repurchase of 2,903,832 shares of our common stock for aggregate consideration of $286 million, and a 1.8% reduction in our share count year-over-year;
- entry into a new Term Loan A-1 facility in the aggregate principal amount of $1,250 million and a revolving line of credit in an aggregate principal amount up to $1,500 million and purchase of $4,500 million notional amount of forward caps to shield our exposure to significant interest rate increases through 2026; and
- leverage ratio, as a multiple of Consolidated EBITDA, each as defined by our credit agreement, is back within our target range of 3.0x to 3.5x.

Additional highlights include:

- a net decrease of 49 U.S. dialysis centers to improve center capacity utilization, as well as a net increase of 17 international dialysis centers from acquisitions and developments;
- a net increase in U.S. dialysis patients of 0.7% and international patients of 8.4% as of December 31, 2023;
- continued patient growth in IKC to 58,000 patients in risk-based integrated care arrangements and an additional 17,000 patients in other integrated care arrangements; and
- invested in Mozarc Medical Holding LLC (Mozarc), an independent new company committed to reshaping kidney health and driving patient-centered technology solutions.

In 2024, we expect that treatment volumes will return to positive growth as the compounding impact of COVID-19 on historical mortality rates of dialysis patients and our patient census subsides. We expect improving adjusted operating income due to the combination of the net impact of our continued improvements in our billing cycle process and ongoing cost savings initiatives. We continue to expect pressure on wage rates and other costs due to the challenging labor market and other inflationary conditions. We also expect to see continued investment and operating improvement in our integrated kidney care and value-based care initiatives during 2024. Finally, considerable uncertainty exists surrounding the continued development of the various governmental laws, regulations and other requirements that may impact our business, including to the extent such developments impact the behavior of other health care market participants such as payors, employers, charitable organizations and government agencies.

The discussion below includes analysis of our financial condition and results of operations for the years ended December 31, 2023 compared to December 31, 2022. Our Annual Report on Form 10-K for the year ended December 31, 2022, includes a discussion and analysis of our financial condition and results of operations for the year ended December 31, 2021, 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 Part IV Item 15, "*Exhibits, Financial Statement Schedules*" as referred from Part II Item 8, "*Financial Statements and Supplementary Data.*"

General Economic and Marketplace Conditions; Legal and Regulatory Developments

As noted above and described in further detail below, developments in general economic and market conditions have directly and indirectly impacted the Company and in the future could have a material adverse impact on our patients, teammates, physician partners, suppliers, business, operations, reputation, financial condition, results of operations, share price, cash flows and/or liquidity. Many of these external factors and conditions are interrelated, including, among other things, inflation, potential interest rate volatility, labor market conditions, wage pressure, the impact of COVID-19 on the mortality rates of our patients and other ESKD or CKD patients, supply chain challenges and the potential impact and application of innovative technologies, drugs or other treatments. Certain of these impacts could be further intensified by concurrent global events such as the ongoing conflicts between Russia and Ukraine and in Israel, Gaza and the surrounding areas, which have continued to drive sociopolitical and economic uncertainty across the globe.

Operational and Financial Impacts

In the fourth quarter of 2023, treatment per day volumes were relatively flat compared to the third quarter. On a full year basis, we continue to experience a negative impact on revenue and treatment volume due to the cumulative and compounding negative impact of COVID-19 on the mortality rates of our patients and the associated adverse impact on our patient census. However, we have continued to experience improvements with respect to these negative impacts with treatment volumes remaining relatively flat year over year and looking at the full year, we have seen an increase in patient census compared for the first time since 2019. Despite these improvements, new admission rates, treatment volumes, future revenues and non-acquired growth, among other things, could continue to be negatively impacted over time to the extent that the ESKD and CKD populations experience sustained elevated mortality levels. The magnitude of these cumulative impacts could have a material adverse impact on our results of operations, financial condition and cash flows.

Ongoing global economic conditions and political and regulatory developments, such as general labor, supply chain and inflationary pressures have also increased, and will continue to increase, our expenses, including, among others, staffing and labor costs. We continue to experience increased levels of compensation compared to the prior year with contract labor improvements offset by investments in our teammate compensation. We expect certain of these increased staffing and labor costs to continue, due to, among other factors, the continuation of a challenging healthcare labor market. The cumulative impact of these increased costs could be material. In addition, our industry has experienced increased union organizing activities, including the filing of petitions by unions at certain of our competitors' clinics with a number of those clinics voting to unionize. Potential staffing shortages or other potential developments or disruptions related to our teammates, if material, could ultimately lead to the unplanned closures of certain centers or adversely impact clinical operations, or 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 cost inflation trends described above have put pressure on our existing cost structure, and as noted above, we expect that certain of those increased costs will persist as inflationary and supply chain pressures and challenging labor market conditions continue. During the fourth quarter of 2023, we continued to invest in and implement cost savings initiatives designed to help mitigate these cost and volume pressures. These include identified cost savings related to the achievement of general and administrative cost efficiencies through ongoing initiatives that increase our use of third party service providers to perform certain activities. These opportunities and investments also include, among others, initiatives relating to clinic optimization, capacity utilization improvement and procurement opportunities, as well as investments in revenue cycle management. We have incurred, and expect to continue to incur, charges in connection with the continued implementation of certain of these initiatives. 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.

Legal and Regulatory Developments

On October 13, 2019, California Assembly Bill 290 (AB 290) was signed into law. As drafted, AB 290 would, among other things, limit the amount of reimbursement paid to certain providers for services provided to patients with commercial insurance who receive charitable premium assistance (reimbursement cap). The implementation of AB 290 has been stayed pending resolution of legal challenges. The trial court recently issued a decision relating to these challenges to AB 290 that may result in the stay being lifted and at least some provisions of the law being implemented in the near future, although any appeal of the decision may result in the stay being continued. While it is currently unclear when and how those provisions may be implemented, in the event certain provisions of AB 290 are implemented in their proposed form, including the reimbursement cap, it may have negative consequences for our business. Depending on what provisions are implemented, organizations that provide charitable premium assistance may choose to withdraw from California, which would have 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 factors under the heading "*Changes in federal and state healthcare legislation or regulations...*" and "*If the number or percentage of patients with higher-paying commercial insurance declines...*"

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,		Annual change	
	2023	2022	Amount	Percent
	(dollars in millions)			
Revenues:				
U.S. dialysis	$ 10,937	$ 10,600	$ 337	3.2 %
Other - Ancillary services	1,299	1,101	198	18.0 %
Elimination of intersegment revenues	(96)	(91)	(5)	(5.5)%
Total consolidated revenues	$ 12,140	$ 11,610	$ 530	4.6 %
Operating income (loss):				
U.S. dialysis	$ 1,775	$ 1,565	$ 210	13.4 %
Other - Ancillary services	(9)	(97)	88	90.7 %
Corporate administrative support	(163)	(130)	(33)	(25.4)%
Operating income	$ 1,603	$ 1,339	$ 264	19.7 %
Adjusted operating income (loss):[(1)]				
U.S. dialysis	$ 1,900	$ 1,668	$ 232	13.9 %
Other - Ancillary services	(45)	(89)	44	49.4 %
Corporate administrative support	(122)	(129)	7	5.4 %
Adjusted operating income	$ 1,734	$ 1,450	$ 284	19.6 %

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, 2023, our U.S. dialysis business is a leading provider of kidney dialysis services, operating 2,675 outpatient dialysis centers serving a total of approximately 200,800 patients, and contracted to provide hospital inpatient dialysis services in approximately 790 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 89% of our 2023 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 2023, approximately 67% of our total U.S. dialysis patient service revenues were generated from government-based programs for services to approximately 89% of our total U.S. patients. These government-based programs are principally Medicare and MA, Medicaid and managed Medicaid plans, and other government plans, representing approximately 56%, 8% and 3% of our U.S. dialysis patient service revenues, respectively.

On October 27, 2023, the Centers for Medicare & Medicaid Services (CMS) issued a final rule to update the Medicare ESRD Prospective Payment System payment rate and policies for calendar year 2024. CMS estimates the final rule will affect ESRD facilities' average reimbursement by a productivity-adjusted market basket increase of 2.1% in 2024.

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 service revenues.

For a discussion of government reimbursement, the Medicare ESRD bundled payment system, MA and commercial reimbursement, see 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...*"

We anticipate that we will continue to experience increases in our operating costs in 2024 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. In addition, we expect to continue to incur capital expenditures and associated depreciation and amortization costs 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 was relatively flat in 2023 compared to 2022. 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 as can increases in turnover. In 2023, the demand for skilled clinical personnel continued, exacerbated by the nationwide shortage of these resources. In 2023 and 2022, we experienced increases in our clinical labor wage rates, which includes contract labor, of approximately 1.3% and 7.4%, respectively. We expect to continue to see higher clinical labor rates in 2024 due to labor market conditions, including changes in local minimum wage laws, and the continued competition for skilled clinical personnel. In 2023, our overall clinical teammate turnover was relatively flat from 2022, but remains elevated from historical levels. 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 2023, 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 2024.

Our U.S. dialysis general and administrative expenses represented 10.1% and 9.8% of our U.S. dialysis revenues in 2023 and 2022, 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 severance costs related to planned administrative efficiencies and advocacy costs in 2022 related to countering union policy efforts. We expect that these levels of general and administrative expenses will be impacted by 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	
	2023	2022	Amount	Percent
Dialysis treatments	28,910,177	28,954,433	(44,256)	(0.2)%
Average treatments per day	92,542	92,506	36	— %
Treatment days	312	313	(1)	(0.2)%
Normalized non-acquired treatment growth[(1)]	(0.1)%	(2.0)%		1.9 %

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 in 2023 was primarily driven by fewer treatment days.

Revenues:

	Year ended December 31,		Annual change	
	2023	2022	Amount	Percent
	(dollars in millions, except per treatment data)			
Total revenues	$ 10,937	$ 10,600	$ 337	3.2 %
Average patient service revenue per treatment	$ 377.44	$ 365.24	$ 12.20	3.3 %

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 due to normal annual rate increases, including a net increase in Medicare rates due to a base rate increase in 2023, partially offset by the phased-in increase of sequestration of 1% in April 2022 and the full 2% beginning July 1, 2022 and thereafter. Other drivers of this change include improved cash collections including on previously reserved balances assumed to be uncollectible, and favorable changes in commercial and MA mix.

Operating expenses and charges:

	Year ended December 31,		Annual change	
	2023	2022	Amount	Percent
	(dollars in millions, except per treatment data)			
Patient care costs	$ 7,395	$ 7,334	$ 61	0.8 %
General and administrative[(1)]	1,102	1,038	64	6.2 %
Depreciation and amortization	696	691	5	0.7 %
Equity investment income	(30)	(28)	(2)	(7.1)%
Total operating expenses and charges	$ 9,162	$ 9,034	$ 128	1.4 %
Patient care costs per treatment	$ 255.78	$ 253.31	$ 2.47	1.0 %

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, 2023, we continued the 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. This continuing review, begun in the third quarter of 2022, has resulted in higher than normal charges for center capacity closures since its initiation. These capacity closure costs include net losses on assets retired, lease costs, asset impairments and accelerated depreciation and amortization.

During the year ended December 31, 2023, U.S. dialysis center closure costs were approximately $99.1 million, which increased our patient care costs by $28.0 million, our general and administrative expenses by $20.6 million and our depreciation and amortization expense by $50.5 million. By comparison, during the year ended December 31, 2022, U.S. dialysis center closures were approximately $85.7 million, which increased our patient care costs by $20.7 million, our general and administrative expenses by $19.2 million and our depreciation and amortization expense by $45.8 million.

In the upcoming fiscal year, we will continue to optimize our U.S. dialysis center footprint through center mergers and/or closures and expect our center closure levels to mirror the current year's elevated closure levels.

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 $26.7 million and $17.0 million during the twelve months ended December 31, 2023 and 2022, respectively.

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 increased compensation expenses including increased wage rates and headcount, as well as increases in medical supply costs, routine repairs and maintenance, health benefit expenses, professional fees and utilities expense. Other drivers of this change include increases in travel costs, other direct operating expenses associated with our dialysis centers, office equipment expense, and center closure costs, as described above. These increases were partially offset by decreases in pharmaceutical unit costs and contract wages.

General and administrative expenses. U.S. dialysis general and administrative expenses increased primarily due to increases in compensation expense including increased wage rates and severance costs, as described above. Other drivers of this change include higher gains recognized on the sale of our self-developed properties in 2022 and increases in IT-related costs, contributions to our charitable foundation, travel costs, long-term incentive compensation and marketing and advertising expenses. These increases were partially offset by decreases in advocacy costs and professional fees.

Depreciation and amortization. Depreciation and amortization expense is directly impacted by the number of our dialysis centers and the information technology that we develop and acquire as well as changes in useful lives of assets. U.S. dialysis depreciation and amortization expense increased in 2023 primarily due to accelerated depreciation for expected center closures, as described above.

Equity investment income. U.S. dialysis equity investment income increased primarily due to increased profitability at certain nonconsolidated dialysis partnerships.

Operating income and adjusted operating income

	Year ended December 31,		Annual change	
	2023	2022	Amount	Percent
	(dollars in millions)			
Operating income	$ 1,775	$ 1,565	$ 210	13.4 %
Adjusted operating income[(1)]	$ 1,900	$ 1,668	$ 232	13.9 %

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

(1) For a reconciliation of adjusted operating income 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 increased compared to 2022 primarily due to an increase in our average patient service revenue per treatment, as described above, and decreases in pharmaceutical unit costs, contract wages and advocacy costs. These increases in operating income and adjusted operating income were partially offset by increases in compensation expenses and decreased gains on sale, each described above, as well as increased costs related to travel, contributions to our foundation, medical supply costs, routine repairs and maintenance, IT-related costs, health benefit expenses and utilities expense. Operating income and adjusted operating income were also impacted by decreased dialysis treatment volume, described above, and increases in other direct operating expenses associated with our dialysis centers, long-term incentive compensation, marketing and advertising expense and office equipment 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, 2023, these consisted primarily of our 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 $1.299 billion in 2023, representing approximately 11% of our consolidated revenues.

As of December 31, 2023, DaVita IKC provided integrated care and disease management services to approximately 58,000 patients in risk-based integrated care arrangements and to an additional 17,000 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 kidney disease.

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. integrated kidney care, U.S. other ancillary services 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, 2023, our international dialysis business owned or operated 367 outpatient dialysis centers located in 11 countries outside of the U.S. For 2023, 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	
	2023	2022	Amount	Percent
	(dollars in millions)			
Revenues:				
U.S. IKC	$ 511	$ 378	$ 133	35.2 %
U.S. other ancillary	25	23	2	8.7 %
International	763	700	63	9.0 %
Total ancillary services revenues	$ 1,299	$ 1,101	$ 198	18.0 %
Operating (loss) income:				
U.S. IKC	$ (39)	$ (125)	$ 86	68.8 %
U.S. other ancillary	(25)	(9)	(16)	(177.8)%
International[1]	55	37	18	48.6 %
Total ancillary services loss	$ (9)	$ (97)	$ 88	90.7 %
Adjusted operating (loss) income[2]:				
U.S. IKC	$ (93)	$ (124)	$ 31	25.0 %
U.S. other ancillary	(7)	(9)	2	22.2 %
International[1]	55	44	11	25.0 %
Total adjusted operating loss:	$ (45)	$ (89)	$ 44	49.4 %

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, 2023 and December 31, 2022, includes foreign currency losses embedded in equity method income recognized from our APAC joint venture of approximately $(1.6) million and $(0.3) 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 from our VBC contracts and an increase in revenues from our special needs plans. Our U.S. other ancillary services revenues were impacted by increased revenues in our clinical research programs. Our international revenues increased due to acquisition-related growth as well as average reimbursement rate increases in certain countries.

Items impacting operating income

IKC adjustment. The increase in IKC revenues for 2023, as described above, was primarily due to the lifting of certain revenue recognition constraints for some of our value-based care contracts with health plans, allowing us to recognize approximately $55 million in incremental shared savings revenues.

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 of $0.4 million during the year ended December 31, 2023. By comparison, during the twelve months ended December 31, 2022, we recognized expenses related to termination and other benefit commitments in our IKC business, and similar expenses and other charges in our international operations, of $0.5 million and $7.5 million, respectively.

Goodwill impairment charge and related items. During the fourth quarter of 2023, we recognized a goodwill impairment charge of $26.1 million in our transplant software business. We also recognized a gain of $7.7 million due to a reduction in the estimated value of earn-out obligations from our original acquisition of this business. This impairment charge and related gain resulted from a reduction in estimated fair value for the business driven primarily from the business not achieving its revenue targets, with reduced revenue expectations for future years, as well as an increase in the risk-free rate.

Operating loss and adjusted operating loss:

Our IKC operating loss was impacted by the IKC change in estimate, as described above. Our IKC operating loss and adjusted operating loss decreased primarily due to increased revenues, as described above, partially offset by continued investments in our integrated care support functions. Our U.S. other ancillary services operating loss was impacted by a goodwill impairment charge and related gain, as described above. Our U.S. other ancillary services operating loss and adjusted operating loss was impacted by improved performance in our clinical research programs. Our international operating income in 2022 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 increases in equity losses resulting from fluctuations in foreign currency at our APAC JV and other direct operating expenses associated with our international dialysis centers.

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 more than one of our various operating lines of business. Corporate administrative support expenses are included in general and administrative expenses on our consolidated income statement.

Accruals for legal matters. During 2023, we recorded a charge of $40 million for a legal matter within corporate administrative support.

Corporate support expenses increased $33 million primarily driven by accruals for legal matters, as described above, as well as increased compensation expenses, including long-term incentive compensation, partially offset by higher legal fees in 2022.

Corporate-level charges

	Year ended December 31,		Annual change	
	2023	2022	Amount	Percent
	(dollars in millions)			
Debt expense	$ 399	$ 357	$ 42	11.8 %
Debt extinguishment and modification costs	$ 8	$ —	$ 8	
Other (loss) income, net	$ (19)	$ (16)	$ (3)	(18.8)%
Effective income tax rate	18.7 %	20.5 %		(1.8)%
Effective income tax rate from continuing operations attributable to DaVita Inc.[(1)]	24.3 %	26.5 %		(2.2)%
Net income attributable to noncontrolling interests	$ 265	$ 221	$ 44	19.9 %

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, partially offset by a decrease in our weighted average credit facility balance outstanding. Our overall weighted average effective interest rate on all debt, including the effect of interest rate caps and amortization of debt discount, was 4.52% in 2023 compared to 3.96% in 2022. See Note 12 to the consolidated financial statements for further information on the components of our debt and changes in them since 2022.

Debt extinguishment and modification costs

Debt extinguishment and modification charges were $8 million in 2023 related to the refinancing of our prior Term Loan A and prior revolving line of credit. These costs were composed partially of deferred financing costs written off for the portion of this debt considered extinguished and reborrowed and partially of fees incurred as part of this debt refinancing.

Other (loss) income

Other (loss) income consists primarily of interest income on cash and cash equivalents and short- and long-term investments, equity investment (loss) income on equity method investments other than dialysis partnerships, realized and

unrealized gains and losses recognized on other investments, impairments on investments, and foreign currency transaction gains and losses. Other loss increased primarily due to equity investment losses on our new investment in Mozarc which was net of the $15 million gain from the non-cash asset contributed at close. This was partially offset by decreased losses recognized on other investments and 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. decreased in 2023 primarily due to decreases in nondeductible advocacy expenses and benefits realized from tax returns finalized during the year. These decreases were partially offset by nondeductible costs related to a legal matter and a reduction in benefits recognized for stock compensation in 2023.

Net income attributable to noncontrolling interests

The increase in income attributable to noncontrolling interests was due to an increase in earnings at certain U.S. dialysis partnerships.

U.S. dialysis accounts receivable

Our U.S. dialysis accounts receivable balances at December 31, 2023 and December 31, 2022 were $1.632 billion and $1.899 billion, respectively, representing approximately 54 days and 66 days of revenue (DSO), respectively. The decrease in DSO was primarily due to strong collections from non-Medicare payors and Medicare timing recoveries. Our DSO calculation is based on the most recent quarter's average revenues per day. There were no significant changes during 2023 from 2022 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, 2023 and 2022, our U.S. dialysis accounts receivable balances that are more than six months old represented approximately 19% of our U.S. dialysis 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, 2023 and 2022, other than the standard monthly billing, were approximately $107 million and $111 million, respectively, and are classified within 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	
	2023	2022	Amount	Percent
	(dollars in millions)			
Net cash provided by operating activities:				
Net income	$ 957	$ 782	$ 175	22.4 %
Non-cash items in net income	908	783	125	16.0 %
Other working capital changes	209	66	143	216.7 %
Other	(14)	(66)	52	78.8 %
	$ 2,059	$ 1,565	$ 494	31.6 %
Net cash used in investing activities:				
Capital expenditures:				
Routine maintenance/IT/other	$ (406)	$ (431)	$ 25	5.8 %
Developments and relocations	(162)	(172)	10	5.8 %
Acquisition expenditures	(26)	(57)	31	54.4 %
Proceeds from sale of self-developed properties	11	109	(98)	(89.9)%
Other	(189)	(78)	(111)	(142.3)%
	$ (772)	$ (630)	$ (142)	(22.5)%
Net cash used in financing activities:				
Debt payments, net	$ (550)	$ (11)	$ (539)	(4,900.0)%
Deferred financing and debt redemption costs	(70)	—	(70)	(100.0)%
Distributions to noncontrolling interests	(281)	(268)	(13)	(4.9)%
Contributions from noncontrolling interests	15	15	—	— %
Stock award exercises and other share issuances	(48)	(37)	(11)	(29.7)%
Share repurchases	(272)	(802)	530	66.1 %
Other	35	(17)	52	305.9 %
	$ (1,170)	$ (1,121)	$ (49)	(4.4)%
Total number of shares repurchased	2,903,832	8,094,661	(5,190,829)	(64.1)%
Free cash flow[(1)]	$ 1,236	$ 817	$ 419	51.3 %

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 2023 and 2022 were $2,059 million and $1,565 million, respectively. The increase in cash flows from continuing operations was primarily driven by improvements in operating results and cash collections on accounts receivable as well as decreases in cash taxes paid partially offset by increases in interest payments on debt and other working capital items.

Cash flows used for investing activities in 2023 increased $142 million compared to 2022 primarily due to a decrease in proceeds received on self-developed properties as well as increases in equity investments including the investment in Mozarc. These increases were partially offset by decreases in acquisition expenditures combined with decreases in capital expenditures.

Cash flows used in financing activities increased $49 million in 2023 compared to 2022. Significant uses of cash during 2023 consisted of the pay-off of the remaining principal balance outstanding on our prior Term Loan A and prior revolving line of credit in the amount of $1,444 million and $150 million, respectively. Other uses of cash included regularly scheduled and other principal payments under our senior secured credit facilities totaling approximately $54 million on our prior Term Loan

A, $16 million on our new Term Loan A-1, described below, $57 million on Term Loan B-1, additional net repayments of $15 million on our revolving line of credit, as well as additional required payments under other debt arrangements. Additionally, we recognized financing cash outflows of $30 million in deferred financing costs related to the Amendments to the Senior Secured Credit Agreement and $40 million in cap premium fees for our 2023 forward interest cap agreements. Significant sources of cash during the period included the refinancing of the Term Loan A and revolving line of credit with a secured Term Loan A-1 facility in the aggregate principal amount of $1,250 million. During the year ended December 31, 2023 we also used cash to repurchase 2,903,832 shares of our common stock.

By comparison, 2022 included a net draw of $165 million on our prior revolving line of credit, net debt payments which consisted of regularly scheduled mandatory principal payments under our senior secured credit facilities totaling approximately $98 million on our prior Term Loan A and $27 million on Term Loan B-1, as well as additional required payments under other debt arrangements. In addition, during the twelve months ended December 31, 2022 we used cash to repurchase 8,094,661 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 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	
	2023	2022	2023	2022
Number of centers operated at beginning of year	2,724	2,815	350	339
Acquired centers	—	5	12	11
Developed centers	20	39	8	6
Net change in non-owned managed or administered centers[1]	3	(1)	2	5
Sold and closed centers[2]	(6)	(22)	(2)	(9)
Closed centers[3]	(66)	(112)	(3)	(2)
Number of centers operated at end of year	2,675	2,724	367	350

(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, 2023 and 2022:

	Year ended December 31,	
	2023	2022
	(dollars in millions and shares in thousands, except per share data)	
Shares	2,904	8,095
Amounts paid	$ 286	$ 788
Average price paid per share	$ 97.82	$ 97.30

We retired all shares of common stock held in treasury effective December 31, 2023 and 2022. Subsequent to December 31, 2023, we have repurchased 1,507,000 shares of or common stock for $164 million at an average price paid of $107.97 per share through February 12, 2024.

See further discussion of our share repurchase activity and authorizations in Note 18 to the consolidated financial statements.

Available liquidity

As of December 31, 2023, our cash balance was $380 million and we held approximately $12 million in short-term investments. At that time we also had undrawn capacity on the revolving line of credit under our senior credit facilities of $1.5 billion. 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, 2023. As of December 31, 2023 we separately had approximately $151 million in letters of credit outstanding under a separate bilateral secured letter of credit facility.

See Note 12 to the consolidated financial statements for components of our long-term debt and their interest rates.

We believe that our cash flows 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. From time to time, depending on market conditions, our capital requirements and the availability of financing, among other things, we may seek to refinance our existing debt and may incur additional indebtedness. 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, 2023						
	U.S. dialysis	Ancillary services				Corporate administration	Consolidated
		U.S. IKC	U.S. Other	International	Total		
	(dollars in millions)						
Operating income (loss)	$ 1,775	$ (39)	$ (25)	$ 55	$ (9)	$ (163)	$ 1,603
Center closure charges	99						99
Severance and other costs	27	—			—	1	28
Legal matter						40	40
IKC adjustment		(55)			(55)		(55)
Earn-out revaluation			(8)		(8)		(8)
Goodwill impairment			26		26		26
Adjusted operating income (loss)	$ 1,900	$ (93)	$ (7)	$ 55	$ (45)	$ (122)	$ 1,734

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

	Year ended December 31, 2022						
	U.S. dialysis	Ancillary services				Corporate administration	Consolidated
		U.S. IKC	U.S. Other	International	Total		
	(dollars in millions)						
Operating income (loss)	$ 1,565	$ (125)	$ (9)	$ 37	$ (97)	$ (130)	$ 1,339
Center closure charges	86			3	3		88
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,	
	2023	2022
	(dollars in millions)	
Income from continuing operations before income taxes	$ 1,177	$ 966
Less: Noncontrolling owners' income primarily attributable to non-tax paying entities	(263)	(222)
Income from continuing operations before income taxes attributable to DaVita Inc.	$ 914	$ 744
Income tax expense for continuing operations	$ 220	$ 198
Income tax attributable to noncontrolling interests	2	(1)
Income tax expense from continuing operations attributable to DaVita Inc.	$ 222	$ 197
Effective income tax rate on income from continuing operations attributable to DaVita Inc.	24.3 %	26.5 %

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

	Year ended December 31,	
	2023	2022
	(dollars in millions)	
Net cash provided by operating activities	$ 2,059	$ 1,565
Adjustments to reconcile net cash provided by continuing operating activities to free cash flow from continuing operations:		
Distributions to noncontrolling interests	(281)	(268)
Contributions from noncontrolling interests	15	15
Expenditures for routine maintenance and information technology	(406)	(431)
Expenditures for developments and relocations	(162)	(172)
Proceeds from sale of self-developed properties	11	109
Free cash flow	$ 1,236	$ 817

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 16 to the consolidated financial statements.

The following is a summary of these cash contractual obligations and commitments as of December 31, 2023:

	2024	2025-2026	2027-2028	Thereafter	Total
			(dollars in millions)		
Debt and leases:					
Long-term debt[1]:					
Principal payments	$ 97	$ 2,733	$ 1,073	$ 4,288	$ 8,191
Interest payments on credit facilities and senior notes	322	610	465	332	1,729
Financing leases[2]	26	64	62	103	255
Operating leases, including imputed interest[2]	496	963	713	989	3,161
	$ 941	$ 4,370	$ 2,313	$ 5,712	$ 13,336
Partnership interests subject to put provisions:[3]					
On-balance sheet:					
Noncontrolling interests subject to put provisions	1,318	83	53	45	1,499
Off-balance sheet:					
Non-owned and minority owned put provisions	107				107
	$ 1,425	$ 83	$ 53	$ 45	$ 1,606

(1) See Note 12 to the consolidated financial statements for components of our long-term debt and related interest rates.

(2) See Note 13 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, 2023 we had outstanding letters of credit in the aggregate amount of approximately $151 million under a separate bilateral secured letter of credit facility.

As of December 31, 2023 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 16 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 16 to the consolidated financial statements.

Additionally, we expect our 2024 capital expenditures to be consistent with our 2023 capital expenditures.

In addition, we have approximately $45 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 (Mozarc). The transaction closed on April 1, 2023. As a part of this transaction we agreed to pay Medtronic additional consideration of up to $300 million if certain regulatory and commercial milestones are achieved between 2024 and 2028. As of December 31, 2023 we have contingent consideration of $86 million recorded for this obligation which represents its estimated fair value.

Contingencies

The information in Note 15 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 IV 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*."

Revenue recognition and accounts receivable for our U.S. dialysis patient services. There are significant estimating risks associated with the amount of U.S. dialysis patient service 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 200,800 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 6% 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 at least annually, or when changes in circumstances warrant. 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.

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 16 and 23 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 15 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 15 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, 2023. The variable rates presented reflect the weighted average SOFR rates in effect for all debt tranches plus the interest rate margins in effect as of December 31, 2023. At December 31, 2023, the Term Loan A-1 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-1 and new revolving line of credit are subject to adjustment depending upon changes in our leverage ratio.

	Expected maturity date							Average interest rate	Estimated fair value[1]
	2024	2025	2026	2027	2028	Thereafter	Total		
	(dollars in millions)								
Long term debt:									
Fixed rate	$ 35	$ 37	$ 48	$ 35	$ 32	$ 4,391	$ 4,578	4.43 %	$ 3,725
Variable rate	$ 88	$ 96	$ 2,616	$ 82	$ 986	$ —	$ 3,868	4.42 %	$ 3,840

(1) Represents the estimated 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-1, 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-1 have been included in the calculation of the average variable interest rate presented.

However, principal amounts of $2,604 million for Term Loan B-1 and $896 million of Term Loan A-1 (the capped debt) are effectively hedged by our 2019 interest rate cap agreements through June 30, 2024, with additional caps from our 2023 interest rate cap agreements extending for further periods. As of December 31, 2023, applicable SOFR 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 SOFR rates were to fall back below 2.00% during the remaining term of the caps. As a result, as of December 31, 2023, total fixed and economically fixed debt was $8,078 million, with an average interest rate of 4.28%, while total variable rate debt not subject to caps was $368 million with an average interest rate of 7.51%.

For a further discussion of our debt and interest rate cap agreements, see Note 12 to our consolidated financial statements at Part IV Item 15, "*Exhibits, Financial Statement Schedules" – Note 12* as referred from Part II Item 8, "*Financial Statements and Supplementary Data.*"

We believe that our cash flows 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 $4.8 million, $21.4 million, and $33.8 million, net of tax and the effect of our interest rate caps, for the years ended December 31, 2023, 2022, and 2021, 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 expenses 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 2023, our international operations constitute approximately 12% of our consolidated assets and approximately 6% of our consolidated revenues for the year ended December 31, 2023, with no single country constituting more than 5% of consolidated assets. In addition, our unrealized foreign currency translation gains (losses) were approximately 5.5%, 2.2%, and 4.7% of our consolidated operating income for the years ended December 31, 2023, 2022 and 2021, 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, 2023, 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 Part IV 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, 2023. 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 2023 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

Item 9B. Other Information

None of our directors or executive officers adopted or terminated a Rule 10b5-1 trading arrangement or adopted or terminated a non-Rule 10b5-1 trading arrangement (as defined in Item 408(c) of Regulation S-K) during the quarter ended December 31, 2023.

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 composed 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 2024 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 2024 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 2024 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, 2023, 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 17 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	6,987	$ 67.40	11,041	18,028
Equity compensation plans not requiring shareholder approval	—	—	—	—
Total	6,987	$ 67.40	11,041	18,028

(1) Includes 588 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 2024 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 2024 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 2024 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:

	Page
Management's Report on Internal Control Over Financial Reporting	F-1
Report of Independent Registered Public Accounting Firm	F-2
Report of Independent Registered Public Accounting Firm	F-4
Consolidated Statements of Income for the years ended December 31, 2023, 2022, and 2021	F-5
Consolidated Statements of Comprehensive Income for the years ended December 31, 2023, 2022, and 2021	F-6
Consolidated Balance Sheets as of December 31, 2023 and 2022	F-7
Consolidated Statements of Cash Flows for the years ended December 31, 2023, 2022, and 2021	F-8
Consolidated Statements of Equity for the years ended December 31, 2023, 2022, and 2021	F-9
Notes to Consolidated Financial Statements	F-11

(2) 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, 2023.

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, 2023 and 2022, 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, 2023, and the related notes (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, 2023 and 2022, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2023, 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, 2023, 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 14, 2024 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 $10,912 million in U.S. dialysis patient service revenue for the year ended December 31, 2023. 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, 2023.

Evaluation of legal proceedings and regulatory matters

As discussed in Note 15 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 14, 2024

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, 2023, 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, 2023, 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, 2023 and 2022, 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, 2023, and the related notes (collectively, the consolidated financial statements), and our report dated February 14, 2024 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 14, 2024

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

	Year ended December 31,		
	2023	2022	2021
Dialysis patient service revenues	$ 11,574,941	$ 11,176,464	$ 11,213,515
Other revenues	565,206	433,430	405,282
Total revenues	12,140,147	11,609,894	11,618,797
Operating expenses:			
Patient care costs	8,319,717	8,209,553	7,972,414
General and administrative	1,473,984	1,355,197	1,195,335
Depreciation and amortization	745,443	732,602	680,615
Equity investment income, net	(27,864)	(26,520)	(26,937)
Goodwill impairment charges	26,083	—	—
Total operating expenses	10,537,363	10,270,832	9,821,427
Operating income	1,602,784	1,339,062	1,797,370
Debt expense	(398,551)	(357,019)	(285,254)
Debt extinguishment and modification costs	(7,962)	—	—
Other (loss) income, net	(19,177)	(15,765)	6,378
Income from continuing operations before income taxes	1,177,094	966,278	1,518,494
Income tax expense	220,116	198,087	306,732
Net income from continuing operations	956,978	768,191	1,211,762
Net income from discontinued operations, net of tax	—	13,452	—
Net income	956,978	781,643	1,211,762
Less: Net income attributable to noncontrolling interests	(265,443)	(221,243)	(233,312)
Net income attributable to DaVita Inc.	$ 691,535	$ 560,400	$ 978,450
Earnings per share attributable to DaVita Inc.:			
Basic net income from continuing operations	$ 7.62	$ 5.88	$ 9.30
Basic net income	$ 7.62	$ 6.03	$ 9.30
Diluted net income from continuing operations	$ 7.42	$ 5.71	$ 8.90
Diluted net income	$ 7.42	$ 5.85	$ 8.90
Weighted average shares for earnings per share:			
Basic shares	90,790	92,992	105,230
Diluted shares	93,182	95,834	109,948
Amounts attributable to DaVita Inc.:			
Net income from continuing operations	$ 691,535	$ 546,948	$ 978,450
Net income from discontinued operations	—	13,452	—
Net income attributable to DaVita Inc.	$ 691,535	$ 560,400	$ 978,450

See notes to consolidated financial statements.

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

	Year ended December 31,		
	2023	2022	2021
Net income	$ 956,978	$ 781,643	$ 1,211,762
Other comprehensive income, net of tax:			
Unrealized gains on interest rate cap agreements:			
Unrealized gains	6,895	108,669	7,155
Reclassification of net realized (gains) losses into net income	(77,727)	(8,806)	4,133
Unrealized gains (losses) on foreign currency translation	87,934	(29,802)	(84,381)
Other comprehensive income (loss)	17,102	70,061	(73,093)
Total comprehensive income	974,080	851,704	1,138,669
Less: Comprehensive income attributable to noncontrolling interests	(265,443)	(221,243)	(233,312)
Comprehensive income attributable to DaVita Inc.	$ 708,637	$ 630,461	$ 905,357

See notes to consolidated financial statements.

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

	December 31, 2023	December 31, 2022
ASSETS		
Cash and cash equivalents	$ 380,063	$ 244,086
Restricted cash and equivalents	84,571	94,903
Short-term investments	11,610	77,693
Accounts receivable	1,986,856	2,132,070
Inventories	143,105	109,122
Other receivables	422,669	413,976
Prepaid and other current assets	102,645	78,839
Income tax receivable	6,387	4,603
Total current assets	3,137,906	3,155,292
Property and equipment, net of accumulated depreciation	3,073,533	3,256,397
Operating lease right-of-use assets	2,501,364	2,666,242
Intangible assets, net of accumulated amortization	203,224	182,687
Equity method and other investments	545,848	231,108
Long-term investments	47,890	44,329
Other long-term assets	271,253	315,587
Goodwill	7,112,560	7,076,610
	$ 16,893,578	$ 16,928,252
LIABILITIES AND EQUITY		
Accounts payable	$ 514,533	$ 479,780
Other liabilities	828,878	802,469
Accrued compensation and benefits	752,598	692,654
Current portion of operating lease liabilities	394,399	395,401
Current portion of long-term debt	123,299	231,404
Income tax payable	28,507	18,039
Total current liabilities	2,642,214	2,619,747
Long-term operating lease liabilities	2,330,389	2,503,068
Long-term debt	8,268,334	8,692,617
Other long-term liabilities	183,074	105,233
Deferred income taxes	726,217	782,787
Total liabilities	14,150,228	14,703,452
Commitments and contingencies		
Noncontrolling interests subject to put provisions	1,499,288	1,348,908
Equity:		
Preferred stock ($0.001 par value, 5,000 shares authorized; none issued)		
Common stock ($0.001 par value, 450,000 shares authorized; 88,824 and 90,411 shares issued and outstanding at December 31, 2023, and 2022, respectively)	89	90
Additional paid-in capital	509,804	606,935
Retained earnings	598,288	174,487
Accumulated other comprehensive loss	(52,084)	(69,186)
Total DaVita Inc. shareholders' equity	1,056,097	712,326
Noncontrolling interests not subject to put provisions	187,965	163,566
Total equity	1,244,062	875,892
	$ 16,893,578	$ 16,928,252

See notes to consolidated financial statements.

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

	Year ended December 31,		
	2023	2022	2021
Cash flows from operating activities:			
Net income	$ 956,978	$ 781,643	$ 1,211,762
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	745,443	732,602	680,615
Impairment charges	26,083	—	—
Loss on extinguishment of debt	7,132	—	—
Stock-based compensation expense	112,375	95,427	102,209
Deferred income taxes	(39,354)	(75,669)	60,483
Equity investment loss, net	64,777	8,773	5,215
Other non-cash charges, net	(8,938)	21,693	11,231
Changes in operating assets and liabilities, net of effect of acquisitions and divestitures:			
Accounts receivable	172,361	(148,394)	(138,140)
Inventories	(32,132)	(757)	5,720
Other current assets	(43,437)	27,533	128,661
Other long-term assets	(5,792)	(50,549)	(26,387)
Accounts payable	26,890	87,481	(30,320)
Accrued compensation and benefits	56,209	34,536	(16,717)
Other current liabilities	27,082	89,955	(93,645)
Income taxes	1,570	(24,103)	36,921
Other long-term liabilities	(8,216)	(15,601)	(6,732)
Net cash provided by operating activities	2,059,031	1,564,570	1,930,876
Cash flows from investing activities:			
Additions of property and equipment	(567,985)	(603,429)	(641,465)
Acquisitions	(26,394)	(57,308)	(187,050)
Proceeds from asset and business sales	30,610	117,582	61,464
Purchase of debt investments held-to-maturity	(37,180)	(129,803)	(30,849)
Purchase of other debt and equity investments	(9,566)	(3,590)	(2,987)
Proceeds from debt investments held-to-maturity	99,639	71,125	15,849
Proceeds from sale of other debt and equity investments	10,365	3,781	12,030
Purchase of equity method investments	(276,202)	(31,885)	(13,924)
Distributions from equity method investments	4,913	3,962	2,944
Other	—	(782)	(745)
Net cash used in investing activities	(771,800)	(630,347)	(784,733)
Cash flows from financing activities:			
Borrowings	2,468,341	2,393,116	1,615,370
Payments on long-term debt	(3,020,956)	(2,404,395)	(861,115)
Deferred and debt related financing costs	(69,791)	(3)	(9,091)
Purchase of treasury stock	(272,219)	(802,228)	(1,538,626)
Distributions to noncontrolling interests	(280,938)	(267,946)	(244,033)
Net payments related to stock purchases and awards	(48,112)	(37,367)	(60,001)
Contributions from noncontrolling interests	14,773	14,797	31,754
Proceeds from sales of additional noncontrolling interests	50,962	3,673	2,880
Purchases of noncontrolling interests	(12,555)	(20,775)	(20,104)
Net cash used in financing activities	(1,170,495)	(1,121,128)	(1,082,966)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	8,909	(29,066)	(10,007)
Net increase (decrease) in cash, cash equivalents and restricted cash	125,645	(215,971)	53,170
Cash, cash equivalents and restricted cash at beginning of the year	338,989	554,960	501,790
Cash, cash equivalents and restricted cash at end of the year	$ 464,634	$ 338,989	$ 554,960

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, 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 loss								(73,093)	(73,093)	
Stock purchase plan		203	—	19,626					19,626	
Stock award plan		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
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

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, 2022	$ 1,348,908	90,411	$ 90	$ 606,935	$ 174,487	—	$ —	$ (69,186)	$ 712,326	$ 163,566
Comprehensive income:										
Net income	176,789				691,535				691,535	88,654
Other comprehensive income								17,102	17,102	
Stock purchase plan		231	—	18,213					18,213	
Stock award plans		1,086	2	(65,014)					(65,012)	
Stock-settled stock-based compensation expense				109,813					109,813	
Changes in noncontrolling interest from:										
Distributions	(184,044)									(96,894)
Contributions	12,878									1,895
Acquisitions and divestitures	181			13,077					13,077	30,776
Partial purchases	(5,296)			(5,375)					(5,375)	(32)
Fair value remeasurements	149,872			(149,872)					(149,872)	
Purchase of treasury stock						(2,904)	(285,710)		(285,710)	
Retirement of treasury stock		(2,904)	(3)	(17,973)	(267,734)	2,904	285,710		—	
Balance at December 31, 2023	$ 1,499,288	88,824	$ 89	$ 509,804	$ 598,288	—	$ —	$ (52,084)	$ 1,056,097	$ 187,965

See notes to consolidated financial statements.

1. Organization and summary of significant accounting policies

Organization

The Company's operations are composed 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, 2023, the Company operated or provided administrative services through a network of 2,675 U.S. outpatient dialysis centers in 46 states and the District of Columbia, serving a total of approximately 200,800 patients. In addition, as of December 31, 2023, the Company operated or provided administrative services to a total of 367 outpatient dialysis centers serving approximately 49,400 patients located in 11 countries outside of the U.S.

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).

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 cycle 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 the Company's 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.

As described above, there are significant risks associated with estimating dialysis patient service revenue, many of which take several years to resolve. As these estimates are refined over time, both positive and negative adjustments to revenue are recognized in the current period.

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 and recognized in the period the Company's performance obligations are met, subject to applicable measurement constraints.

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, under its VBC arrangements (including VBC contracts with health plans and via direct government programs), 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, the Company does not include third party medical costs in its reported revenues and expenses for its VBC arrangements, 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.

Measurements of revenue for the Company's IKC risk-based arrangements are complex, sensitive to a number of key inputs, and require meaningful estimates for a number of factors, including but not limited to member alignment data, third-party medical claims expense, outcomes on various quality metrics, and ultimate risk adjustment factor (RAF) scores. Information and other measurement limitations on these factors may constrain revenue recognition for a risk-based arrangement until a period after the Company's performance obligations have been met.

Other (loss) income, net

Other (loss) income includes interest income on cash and cash equivalents and short- and long-term investments, equity investment (loss) income on equity method investments other than dialysis partnerships, realized and unrealized gains and losses recognized on other 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.

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 (loss) 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 4 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 lease 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 lease 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. The Company evaluates its lease right-of-use assets for impairments in a similar manner to long-lived assets, as described above in *Property and equipment*.

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 8 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 9 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 Secured Overnight Financing Rate (SOFR) 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 12 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, 2023, third parties held noncontrolling equity interests in 696 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.

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 23 for further details.

New accounting standards

New standards recently 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 No. 2020-04 provides optional expedients and exceptions for applying U.S. GAAP to contract modifications and hedging relationships, subject to 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 extended 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 ceased or became non-representative effective July 1, 2023. The application of this ASU did not have a material impact on the Company's consolidated financial statements. See Note 12 for further discussion of the Company's debt.

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 created an exception to the general recognition and measurement principle in ASC 805 which results in recognition of contract assets and contract liabilities consistent with those recorded by the acquiree immediately before the acquisition date. The ASU was effective beginning January 1, 2023 and application of this ASU did not have a material impact on the Company's consolidated financial statements.

New standards not yet adopted

In November 2023, the FASB issued ASU 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures (ASU 2023-07)*, which improves reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. The guidance also requires disclosure of the chief operating decision maker's (CODM) position for each segment and detail of how the CODM uses financial reporting to assess their segment’s performance. ASU 2023-07 is effective for all public entities for fiscal years beginning after December 15, 2023, with early adoption permitted. The Company is currently assessing the effect this guidance may have on its consolidated financial statements.

In December 2023, the Financial Accounting Standards Board issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, which expands income tax disclosure requirements to include additional information related to the rate reconciliation of effective tax rates to statutory rates, as well as additional disaggregation of taxes paid in both

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

U.S. and foreign jurisdictions. The amendments in the ASU also remove disclosures related to certain unrecognized tax benefits and deferred taxes. ASU 2023-09 is effective for fiscal years beginning after December 15, 2024. The amendments may be applied prospectively or retrospectively, and early adoption is permitted. 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, 2023		
	U.S. dialysis	Other - Ancillary services	Consolidated
Patient service revenues:			
Medicare and Medicare Advantage	$ 6,100,183	$	$ 6,100,183
Medicaid and Managed Medicaid	833,744		833,744
Other government	354,304	500,137	854,441
Commercial	3,623,516	251,279	3,874,795
Other revenues:			
Medicare and Medicare Advantage		460,991	460,991
Medicaid and Managed Medicaid		1,733	1,733
Commercial		32,329	32,329
Other[1]	25,251	52,754	78,005
Eliminations of intersegment revenues	(88,222)	(7,852)	(96,074)
Total	$ 10,848,776	$ 1,291,371	$ 12,140,147

(1) Consists primarily of management service fees in the Company's U.S. dialysis business and research fees, management fees, and other non-patient service revenues in the Other - ancillary services businesses.

	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) Consists primarily of management service fees in the Company's U.S. dialysis business and research fees, management fees, and other non-patient service revenues in the Other - ancillary services businesses.

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

	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) Consists primarily of management service fees in the Company's U.S. dialysis business and research fees, management fees, and other non-patient service revenues in the Other - ancillary services businesses.

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. IKC business.

For its IKC business, the Company recognized revenues for performance obligations satisfied in previous years of $94,361, $34,600, and $11,312 during the years ended December 31, 2023, 2022 and 2021, respectively. The delay in recognition of these amounts resulted predominantly from measurement limitations and recognition constraints on our VBC contracts with health plans, many of which are complex and relatively new arrangements. The Company's revenue recognition for its government Comprehensive Kidney Care Contracting (CKCC) program also remains heavily constrained for plan years 2023 and 2022. See Note 1 *"Other revenues"* for a description of the Company's accounting for these value-based care arrangements.

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 $817,045 and $1,113,499 as of December 31, 2023 and 2022, respectively. Approximately 19% and 18% of the Company’s patient services accounts receivable balances as of December 31, 2023 and 2022, respectively, were more than six months old. There were no significant balances over one year old at December 31, 2023. 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,		
	2023	2022	2021
Net income attributable to DaVita Inc.:			
Continuing operations	$ 691,535	$ 546,948	$ 978,450
Discontinued operations	—	13,452	—
Net income attributable to DaVita Inc.	$ 691,535	$ 560,400	$ 978,450
Weighted average shares outstanding:			
Basic shares	90,790	92,992	105,230
Assumed incremental from stock plans	2,392	2,842	4,718
Diluted shares	93,182	95,834	109,948
Basic net income attributable to DaVita Inc.:			
Continuing operations per share	$ 7.62	$ 5.88	$ 9.30
Discontinued operations per share	—	0.15	—
Basic net income per share attributable to DaVita Inc.	$ 7.62	$ 6.03	$ 9.30
Diluted net income attributable to DaVita Inc.:			
Continuing operations per share	$ 7.42	$ 5.71	$ 8.90
Discontinued operations per share	—	0.14	—
Diluted net income per share attributable to DaVita Inc.	$ 7.42	$ 5.85	$ 8.90
Anti-dilutive stock-settled awards excluded from calculation[(1)]	531	1,058	116

(1) Shares associated with stock awards excluded from the diluted denominator calculation because they were anti-dilutive under the treasury stock method.

4. 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, 2023			December 31, 2022		
	Debt securities	Equity securities	Total	Debt securities	Equity securities	Total
Certificates of deposit and other time deposits	$ 22,109	$ —	$ 22,109	$ 82,879	$ —	$ 82,879
Investments in mutual funds and common stock	—	37,391	37,391	—	39,143	39,143
	$ 22,109	$ 37,391	$ 59,500	$ 82,879	$ 39,143	$ 122,022
Short-term investments	$ 7,110	$ 4,500	$ 11,610	$ 67,872	$ 9,821	$ 77,693
Long-term investments	14,999	32,891	47,890	15,007	29,322	44,329
	$ 22,109	$ 37,391	$ 59,500	$ 82,879	$ 39,143	$ 122,022

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, 2023 and 2022.

Equity securities: Substantially all of the Company's 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.

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5. Other receivables

Other receivables comprised the following:

	December 31,	
	2023	2022
Customer contract assets:		
Medicare bad debt claims	$ 107,444	$ 110,751
IKC VBC arrangements	127,442	13,932
Supplier rebates and non-trade receivables	$ 187,783	$ 289,293
	$ 422,669	$ 413,976

6. Property and equipment

Property and equipment comprised the following:

	December 31,	
	2023	2022
Land	$ 35,216	$ 32,656
Buildings	436,460	427,962
Leasehold improvements	4,058,987	3,925,244
Equipment and information systems, including internally developed software	4,125,235	3,759,274
New center and capital asset projects in progress	177,149	376,633
	8,833,047	8,521,769
Less accumulated depreciation	(5,759,514)	(5,265,372)
	$ 3,073,533	$ 3,256,397

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 $736,474, $721,133 and $667,755 for 2023, 2022 and 2021, 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 $9,178, $12,677 and $15,275 for 2023, 2022 and 2021, respectively.

7. Intangible assets

Intangible assets other than goodwill comprised the following:

	December 31,	
	2023	2022
Indefinite-lived licenses	$ 153,983	$ 127,271
Noncompetition agreements	31,090	51,408
Customer relationships and other	56,596	53,779
	241,669	232,458
Accumulated amortization:		
Noncompetition agreements	(23,680)	(39,745)
Customer relationships and other	(14,765)	(10,027)
	$ 203,224	$ 182,687

Noncompetition agreements are generally amortized over four 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 as of December 31, 2023 and 2022. Amortization expense from amortizable intangible assets was $8,969, $11,469, and $12,860 for 2023, 2022 and 2021, respectively.

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

For the years ended December 31, 2023, 2022 and 2021, the Company recognized no impairment charges on any intangible assets other than goodwill. See Note 9 for further information regarding goodwill.

Scheduled amortization expenses from amortizable intangible assets as of December 31, 2023 were as follows:

	Noncompetition agreements	Customer relationships and other
2024	$ 3,049	$ 3,978
2025	1,921	3,712
2026	1,182	3,642
2027	730	3,525
2028	528	3,472
Thereafter	—	23,502
Total	$ 7,410	$ 41,831

8. 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 as follows:

	December 31,	
	2023	2022
Mozarc Medical Holding LLC	$ 324,711	$ —
APAC joint venture	98,865	99,141
Other equity method partnerships	107,282	116,403
Adjusted cost method and other investments	14,990	15,564
	$ 545,848	$ 231,108

During 2023, 2022 and 2021, the Company recognized equity investment income of $27,864, $26,520 and $26,937, respectively, from its equity method investments in nonconsolidated dialysis partnerships. The Company also recognized equity investment losses from other equity method investments of $59,508, $4,703 and $1,292 in other (loss) income, net during 2023, 2022 and 2021, respectively.

On May 25, 2022, the Company 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 (Mozarc Medical Holding LLC, or Mozarc) via a deconsolidating partial interest sale from Medtronic to the Company which closed effective April 1, 2023. The Company holds a 50% voting equity interest in Mozarc and Medtronic holds the other 50% voting equity interest. The Company does not maintain a controlling financial interest in Mozarc and therefore accounts for this investment on the equity method, with equity method income or loss recognized in other (loss) income, net, on a one-month lag.

At the closing, the Company made an estimated purchase price payment, including certain transaction cost adjustments, to Medtronic of $44,651, subject to certain customary post-closing adjustments, and contributed certain other non-cash assets to Mozarc with an estimated value of $14,539. In addition, the Company agreed to pay Medtronic additional consideration of up to $300,000 if certain regulatory, commercial and financial milestones are achieved between 2024 and 2028. At close, the Company and Medtronic also each contributed an additional $224,415 in cash to Mozarc to fund its development initiatives.

The Company’s investment in Mozarc was recorded at an estimated cost of $375,326, which represents the sum of the cash amounts paid and contributed for the Company’s investment in Mozarc, the estimated fair value of the non-cash assets contributed, the estimated fair value of the Company’s contingent consideration payable to Medtronic for its interest in Mozarc of $86,200, and direct costs incurred to complete this transaction. The foregoing cost estimates are based upon the best information available to management but remain subject to change based on finalization of post-closing purchase price adjustments yet to be completed between the parties and finalization of related third-party valuation reports. As of December 31, 2023, the book value of the Company's contingent consideration payable to Medtronic approximates its estimated fair value, which is based on level 3 inputs.

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The recorded cost of the Company's equity method investment in Mozarc, and its equity method income (loss) from that investment, remain subject to finalization of fair value estimates for the following based on third-party valuation reports: the Company's non-cash assets contributed to Mozarc, the Company's contingent consideration payable to Medtronic, and valuation of Mozarc's underlying net assets, including its intangible assets, fixed assets, leases and certain working capital items, some of which are pending final quantification for certain post-closing purchase price adjustments.

The Company also holds a 75% voting and economic interest in DaVita Care Pte. Ltd. (the APAC joint venture, or APAC JV) and an unrelated noncontrolling investor holds the other 25% voting and economic interest in the joint venture. 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, 2023 and 2021.

9. 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, 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
Acquisitions	—	25,723	25,723
Impairment charges	—	(26,083)	(26,083)
Foreign currency and other adjustments	—	36,310	36,310
Balance at December 31, 2023	$ 6,416,825	$ 695,735	$ 7,112,560
Balance at December 31, 2023:			
Goodwill	$ 6,416,825	$ 844,836	$ 7,261,661
Accumulated impairment charges	—	(149,101)	(149,101)
	$ 6,416,825	$ 695,735	$ 7,112,560

Each of the Company’s operating segments described in Note 24 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 and to the dialysis centers within each international 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

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

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, 2023, the Company recognized a goodwill impairment charge of $26,083 in its transplant software reporting unit, or $19,575 net of tax. This charge resulted from a reduction in estimated fair value for the business driven primarily from the business not achieving its revenue targets, with reduced revenue expectations for future years, as well as an increase in the risk-free rate. After this impairment charge, the transplant software reporting unit has a goodwill balance of $14,424 remaining, which could be further impaired if the business fails to meet its revised revenue targets and growth expectations.

None of the Company's reporting units were considered at risk of significant goodwill impairment as of December 31, 2023. 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, 2023.

10. Other liabilities

Other liabilities comprised the following:

	December 31,	
	2023	2022
Payor refunds and retractions	$ 448,589	$ 475,195
Insurance and self-insurance accruals	74,337	68,440
Accrued interest	35,914	34,162
Accrued non-income tax liabilities	47,391	42,806
Other	222,647	181,866
	$ 828,878	$ 802,469

11. 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,		
	2023	2022	2021
Domestic	$ 1,100,420	$ 926,604	$ 1,463,029
International	76,674	39,674	55,465
	$ 1,177,094	$ 966,278	$ 1,518,494

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

Income tax expense for continuing operations consisted of the following:

	Year ended December 31,		
	2023	2022	2021
Current:			
Federal	$ 200,070	$ 201,932	$ 216,539
State	38,370	55,593	15,601
International	21,008	16,253	14,247
Total current income tax	259,448	273,778	246,387
Deferred:			
Federal	(40,234)	(66,400)	59,528
State	367	(12,289)	5,342
International	535	2,998	(4,525)
Total deferred income tax	(39,332)	(75,691)	60,345
	$ 220,116	$ 198,087	$ 306,732

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,		
	2023	2022	2021
Federal income tax rate	21.0 %	21.0 %	21.0 %
State income taxes, net of federal benefit	2.6	3.8	3.0
Equity compensation	(1.1)	(1.6)	(2.4)
Federal and international tax rate adjustments	—	—	1.3
Nondeductible executive compensation	1.2	1.1	0.8
Political advocacy costs	0.2	2.2	0.2
Unrecognized tax benefits	(1.1)	(1.1)	(0.1)
Change in international valuation allowance	0.8	1.2	(1.0)
Credits	(1.2)	(1.2)	(0.7)
Other	1.9	1.1	1.7
Impact of noncontrolling interests primarily attributable to non-tax paying entities	(5.6)	(6.0)	(3.6)
Effective tax rate	18.7 %	20.5 %	20.2 %

(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,	
	2023	2022
Receivables	$ 23,075	$ 18,304
Accrued liabilities	81,281	71,346
Operating lease liabilities	533,859	563,972
Net operating loss carryforwards	183,216	173,531
Other	52,142	58,827
Deferred tax assets	873,573	885,980
Valuation allowance	(113,237)	(106,775)
Net deferred tax assets	760,336	779,205
Intangible assets	(731,024)	(690,914)
Property and equipment	(127,191)	(181,704)
Operating lease assets	(486,864)	(515,026)
Investments in partnerships	(19,119)	(80,876)
Other	(87,918)	(65,766)
Deferred tax liabilities	(1,452,116)	(1,534,286)
Net deferred tax liabilities	$ (691,780)	$ (755,081)
Reported as:		
Deferred tax liabilities	$ (726,217)	$ (782,787)
Deferred tax assets (included in Other long-term assets)	34,437	27,706
	$ (691,780)	$ (755,081)

At December 31, 2023, the Company had federal net operating loss carryforwards of approximately $57,649 that expire through 2036, although a substantial amount expire by 2029. The Company also had state net operating loss carryforwards of $501,405, some of which have an indefinite life, although a substantial amount expire by 2043 and international net operating loss carryforwards of $391,510, some of which will begin to expire in 2026 though the majority have an indefinite life. The Company has a state capital loss carryover of $299,803, 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 $6,462 in the valuation allowance is primarily due to losses generated in state and foreign jurisdictions and from equity investments 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 several of the foreign jurisdictions in which it operates as of December 31, 2023. 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,	
	2023	2022
Beginning balance	$ 63,985	$ 73,024
Additions for tax positions related to current year	4,088	3,858
Adjustments for tax positions related to prior years	(7,273)	24,683
Reductions related to lapse of applicable statute	(5,428)	(6,073)
Reductions related to settlements with taxing authorities	(7,993)	(31,507)
Ending balance	$ 47,379	$ 63,985

As of December 31, 2023, the Company's total liability for unrecognized tax benefits relating to tax positions that do not meet the more-likely-than-not threshold is $47,379. Of this balance, $31,299 would impact the Company's effective tax rate if recognized.

The Company recognizes accrued interest and penalties related to unrecognized tax benefits in its income tax expense. We recognized a benefit of $138 and an expense of $10,459 related to interest and penalties net of federal tax benefit within tax expense in 2023 and 2022, respectively. At December 31, 2023 and December 31, 2022, the Company had approximately $6,525 and $8,208, 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. In June 2023 we closed our audit with the IRS for the years 2016 and 2017. In 2022, the Company was able to reach a settlement with the IRS for tax years 2014-2015. Subsequent to the settlement, the Company filed a 2014 refund claim with respect to a contested issue that was included in the IRS examination. During 2023 the IRS denied the refund claim and the Company has until September 2025 to appeal. Except for the 2014 refund claim, the Company is no longer subject to U.S. federal examinations prior to 2020.

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

12. Long-term debt

Long-term debt comprised the following:

	December 31,			As of December 31, 2023	
	2023	2022	Maturity date	Interest rate	Estimated fair value[1]
Senior Secured Credit Facilities:					
Term Loan A-1	$ 1,234,375	$	(2)	SOFR+CSA+1.75%	$ 1,209,688
Term Loan B-1	2,603,786	2,660,831	8/12/2026	SOFR+CSA+1.75%	$ 2,600,531
New Revolving line of credit	—		(2)	SOFR+CSA+1.75%	$ —
Prior Term Loan A	—	1,498,438	8/12/2024	(3)	
Prior Revolving line of credit	—	165,000	8/12/2024	(3)	
Senior Notes:					
4.625% Senior Notes	2,750,000	2,750,000	6/1/2030	4.625 %	$ 2,416,563
3.75% Senior Notes	1,500,000	1,500,000	2/15/2031	3.75 %	$ 1,235,625
Acquisition obligations and other notes payable[4]	102,328	120,562	2024-2036	6.69 %	$ 102,328
Financing lease obligations[5]	255,491	273,688	2024-2038	4.58 %	
Total debt principal outstanding	8,445,980	8,968,519			
Discount, premium and deferred financing costs[6]	(54,347)	(44,498)			
	8,391,633	8,924,021			
Less current portion	(123,299)	(231,404)			
	$ 8,268,334	$ 8,692,617			

(1) For the Company's senior secured credit facilities, fair value estimates are based upon bid and ask quotes, a level 2 input. For our senior notes, fair value estimates are based on market level 1 inputs. For acquisition obligations and other notes payable, the carrying values presented here approximate their estimated fair values, based on estimates of their present values typically using level 2 interest rate inputs.

(2) Outstanding Term Loan A-1 and the new Revolving line of credit balances are due on April 28, 2028, unless any of Term Loan B-1 remains outstanding 91 days prior to the Term Loan B-1 maturity date, in which case the outstanding Term Loan A-1 and the new Revolving line of credit balances become due at that 91 day date (May 13, 2026).

(3) At March 31, 2023, the interest rate on the Company's then-existing credit facilities was LIBOR plus an interest rate margin in effect of 1.75% for the prior Term Loan A and prior revolving line of credit.

(4) The interest rate presented for acquisition obligations and other notes payable is their weighted average interest rate based on the current fixed and variable interest rate components in effect as of December 31, 2023.

(5) 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.

(6) As of December 31, 2023, the carrying amount of the Company's senior secured credit facilities have been reduced by a discount of $2,487 and deferred financing costs of $32,498 and the carrying amount of the Company's senior notes have been reduced by deferred financing costs of $31,491 and increased by a debt premium of $12,129. As of December 31, 2022, the carrying amount of the Company's senior secured credit facilities was reduced by a discount of $3,497 and deferred financing costs of $18,816, and the carrying amounts of the Company's senior notes were reduced by deferred financing costs of $36,203 and increased by a debt premium of $14,018.

Scheduled maturities of long-term debt at December 31, 2023 were as follows:

2024	$ 123,299
2025	$ 132,878
2026	$ 2,663,669
2027	$ 116,712
2028	$ 1,017,856
Thereafter	$ 4,391,566

Senior Secured Credit Facilities

On April 3, 2023, the Company entered into the Second Amendment (the Second Amendment) to its senior secured credit agreement (the Credit Agreement). The Second Amendment modifies the Credit Agreement to, among other things, transition the interest pricing on Term Loan B-1 from LIBOR + 1.75% to a forward-looking term rate (Term SOFR) based on the Secured Overnight Financing Rate (SOFR) +1.75% plus an additional credit spread adjustment (CSA), provided that this adjusted rate shall never be less than 0.00%, as well as to update the successor interest rate provisions in the Credit Agreement with respect to Term Loan B-1. As of December 31, 2023, the CSA for all tranches outstanding on the Company's Term Loan B-1 was 0.11%. The Company adopted Accounting Standards Update (ASU) No. 2020-04 and ASU No. 2022-06 regarding reference rate reform during the second quarter and applied one of their practical expedients to treat the amendment of Term Loan B-1 as a non-substantial modification.

On April 28, 2023, the Company entered into the Third Amendment (the Third Amendment, and together with the Second Amendment, the Amendments) to the Credit Agreement. The Third Amendment modifies the Credit Agreement to, among other things, refinance its Term Loan A and revolving line of credit with a secured Term Loan A-1 facility in the aggregate principal amount of $1,250,000 and a secured revolving line of credit in the aggregate principal amount of up to $1,500,000 (the foregoing referred to as the new Term Loan A-1 and new revolving line of credit, respectively).

The new Term Loan A-1 and new revolving line of credit initially bore interest at Term SOFR, plus a CSA of 0.10% and an interest rate margin of 2.00%, which was subject to adjustment depending upon the Company's leverage ratio under the Credit Agreement, as amended, and which can range from 1.25% to 2.25%, provided that this adjusted rate shall never be less than 0.00%. The new Term Loan A-1 requires amortizing quarterly principal payments that began on September 30, 2023 of $7,813 per quarter for the first four payments, $15,625 per quarter for the fifth through sixteenth payments, $23,438 per quarter for the seventeenth through nineteenth payments, with the balance due on April 28, 2028. The new revolving line of credit has a five-year term. However, under the Third Amendment, Term Loan A-1 and the new revolving line of credit become due if any of Term Loan B-1 remains outstanding 91 days prior to the Term Loan B-1 maturity date, in which case the Term Loan A-1 balance and any outstanding balance on the new revolving line of credit become due at that 91 day date (May 13, 2026).

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 rank senior to all unsecured indebtedness. Borrowings under the new Term Loan A-1, Term Loan B-1 and new revolving line of credit rank equal in priority for that security and related subsidiary guarantees under the facility's terms. The Credit Agreement, as amended, contains certain customary affirmative and negative covenants such as various restrictions or limitations on permitted amounts of investments (including acquisitions), share repurchases, payment of dividends, and redemptions and incurrence of other indebtedness. Many of these restrictions and limitations will not apply as long as the Company’s leverage ratio calculated in accordance with the Amendments is below 4.00:1.00. In addition, the Amendments require compliance with a maximum leverage ratio covenant, tested quarterly, of 5.00:1.00 through June 30, 2026 and 4.50:1.00 thereafter.

In the second quarter of 2023, the Company used a portion of the proceeds from the new Term Loan A-1 and initial borrowing of $400,000 on the new revolving line of credit to pay off the remaining principal balance outstanding and accrued interest and fees on its prior Term Loan A and prior revolving line of credit in the amount of $1,602,199. The remaining borrowings added cash to the balance sheet for general corporate purposes.

In addition to the prepayments described above, during 2023, the Company made regularly scheduled and other principal payments under its senior secured credit facilities totaling $54,010 on its prior Term Loan A, $15,625 on Term Loan A-1 and $57,046 on Term Loan B-1.

As a result of the transactions described above, the Company recognized debt prepayment and refinancing charges of $7,962 in the second quarter of 2023 composed partially of fees incurred for these transactions and partially of deferred financing costs written off for the portion of debt considered extinguished and reborrowed as a result of the repayment of all principal balances outstanding on the Company's prior Term Loan A and prior revolving line of credit. For the portion of the debt that was considered extinguished and reborrowed, the Company recognized constructive financing cash outflows and financing cash inflows on the statement of cash flows of $434,393 and $150,000 for the Term Loan A and prior revolving line of credit, respectively, even though no funds were actually paid or received. Another $715,019 of the debt considered extinguished in this refinancing represented a non-cash financing activity.

As of December 31, 2023, the Company had undrawn capacity on the revolving line of credit under its senior secured credit facilities of $1,500,000. Credit available under this revolving line of credit is reduced by the amount of any letters of

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

credit outstanding thereunder, of which there were none as of December 31, 2023. The Company also had letters of credit of approximately $151,403 outstanding under a separate bilateral secured letter of credit facility as of December 31, 2023.

As of December 31, 2023, the Company's 2019 interest rate cap agreements described below had the economic effect of capping the Company's maximum exposure to SOFR 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-1. The remaining $338,161 outstanding principal balance of Term Loan A-1 is subject to SOFR-based interest rate volatility. These 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.

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.

Interest rate cap agreements

During 2023 the Company entered into several forward interest rate cap agreements, described below, that have the economic effect of capping the Company's exposure to SOFR variable interest rate changes on specific portions of the Company's floating rate debt (2023 cap agreements). These 2023 cap agreements are designated as cash flow hedges and, as a result, changes in their fair values will be reported in other comprehensive income. These 2023 cap agreements have notional amounts that amortize downward over time, do not contain credit-risk contingent features, and become effective and expire as described in the table below.

Additionally, during and as of the end of the second quarter of 2023, the Company transitioned the variable rate base on its senior secured credit facilities and related hedging interest rate caps from LIBOR to SOFR. This transition involved a SOFR-to-LIBOR rate mismatch between this debt and the 2019 interest rate caps for a portion of the second quarter of 2023, but the Company’s interest rate hedges remained highly effective throughout the transition and thereafter.

This transition was accomplished through the Amendments to the Credit Agreement for the Company's senior secured credit facility debt and, for the Company's 2019 interest rate caps outstanding, through the International Swaps and Derivatives Association (ISDA)'s Interbank Offered Rate (IBOR) Fallbacks Supplement and IBOR Fallbacks Protocol which were established in anticipation of the cessation of LIBOR. That ISDA protocol incorporated fallbacks for derivatives linked to LIBOR which facilitated their transition to a replacement reference rate. The Company has adhered to this ISDA protocol and as of June 30, 2023 transitioned all of its LIBOR-based derivative exposure to SOFR.

The following table summarizes the Company’s interest rate cap agreements outstanding as of December 31, 2023:

Year cap agreements executed	Notional amount	SOFR maximum rate	Approximate effective date	Notional reduction or contractual maturity date At December 31 unless noted		
				2024[1]	2025	2026
2019	$ 3,500,000	2.00%	6/30/2020	$ 3,500,000		
2023	$ 1,000,000	3.75%	6/30/2024	$ 500,000	$ 500,000	
2023	$ 1,000,000	4.00%[2]	6/30/2024	$ 250,000	$ 750,000	
2023	$ 1,000,000	4.75%[3]	6/30/2024	$ 250,000	$ 750,000	
2023	$ 500,000	5.00%[4]	6/30/2024			$ 500,000
2023	$ 250,000	4.50%	12/31/2024		$ 250,000	
2023	$ 750,000	4.00%	12/31/2024		$ 250,000	$ 500,000

(1) The Company's 2019 cap agreements mature on June 30, 2024.

(2) Effective January 1, 2025, the maximum rate of 4.00% decreases to 3.75% for these interest rate caps.

(3) Effective January 1, 2025, the maximum rate of 4.75% decreases to 4.00% for these interest rate caps.

(4) Effective January 1, 2025, the maximum rate of 5.00% decreases to 4.50% for these interest rate caps.

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

The following table summarizes the effects of the Company's interest rate cap agreements for the years ended December 31, 2023, 2022 and 2021:

	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	2023	2022	2021	Location in Consolidated Statements of Income	2023	2022	2021
Interest rate cap agreements	$ 9,186	$ 144,793	$ 9,532	Debt expense	$ (103,567)	$ (11,732)	$ 5,509
Related income tax	(2,291)	(36,124)	(2,377)	Related income tax	25,840	2,926	(1,376)
Total	$ 6,895	$ 108,669	$ 7,155		$ (77,727)	$ (8,806)	$ 4,133

The fair value of the Company's interest rate cap agreements, which are classified in other long-term assets on its consolidated balance sheet, were $79,805 and $139,755 for the years ended December 31, 2023 and December 31, 2022, respectively.

See Note 19 for further details on amounts recorded and reclassified from accumulated other comprehensive (loss) income and recorded as debt expense (offset) related to the Company's interest rate cap agreements for the year ended December 31, 2023.

As a result of the variable rate cap from the Company's 2019 interest rate cap agreements, the Company's weighted average effective interest rate on its senior secured credit facilities at the end of December 31, 2023 was 4.39%, based on the current margins in effect for its senior secured credit facilities as of December 31, 2023, as detailed in the table above.

The Company's weighted average effective interest rate on all debt, including the effect of interest rate caps and amortization of debt discount, was 4.52% for the year ended December 31, 2023 and 4.42% as of December 31, 2023.

As of December 31, 2023, the Company's interest rates were fixed and economically fixed on approximately 54% and 96% of its total debt, respectively.

Debt expense

Debt expense consisted of interest expense of $373,951, $339,247 and $267,049 and the amortization and accretion of debt discounts and premiums, amortization of deferred financing costs, costs for the undrawn portion of the revolving line of credit and the amortization of interest rate cap agreements of $24,600, $17,772 and $18,205 for 2023, 2022 and 2021, respectively. These interest expense amounts are net of capitalized interest.

13. Leases

The Company leases substantially all of its 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, 2023 and December 31, 2022, assets recorded under finance leases were $322,844 and $319,546, respectively, and accumulated amortization associated with finance leases was $122,286 and $101,361, 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. Substantially all of 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 ten years to 15 years and containing 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:

	Year ended December 31,		
Lease cost	2023	2022	2021
Operating lease cost[1]:			
Fixed lease expense	$ 556,844	$ 552,194	$ 547,923
Variable lease expense	135,990	127,621	125,981
Financing lease cost:			
Amortization of leased assets	26,964	27,079	26,846
Interest on lease liabilities	11,724	12,776	13,988
Net lease cost	$ 731,522	$ 719,670	$ 714,738

(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	2023	2022	2021
Weighted average remaining lease term (years):			
Operating leases	7.6	8.2	8.3
Finance leases	8.5	9.4	10.5
Weighted average discount rate:			
Operating leases	4.0 %	3.6 %	3.5 %
Finance leases	4.6 %	4.5 %	4.5 %

	Year ended December 31,		
Other information	2023	2022	2021
Gains on sale leasebacks, net	$ 3,387	$ 28,005	$ 17,137
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows for operating leases	$ 708,162	$ 696,291	$ 684,186
Operating cash flows for finance leases	$ 19,246	$ 20,103	$ 21,343
Financing cash flows for finance leases	$ 26,455	$ 24,329	$ 22,445
Net operating lease assets obtained in exchange for new or modified operating lease liabilities	$ 269,564	$ 278,108	$ 361,101

Future minimum lease payments under non-cancellable leases as of December 31, 2023 are as follows:

	Operating leases	Finance leases
2024	$ 495,809	$ 37,173
2025	507,616	40,859
2026	455,477	39,639
2027	388,869	38,410
2028	324,153	34,976
Thereafter	989,253	112,904
Total future minimum lease payments	3,161,177	303,961
Less portion representing interest	(436,389)	(48,470)
Present value of lease liabilities	$ 2,724,788	$ 255,491

Rent expense under all operating leases for 2023, 2022 and 2021 was $692,834, $679,815 and $673,904, 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 12 for further details on long-term debt.

14. 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, 2023, 2022 and 2021, the Company accrued matching contributions totaling approximately $73,725, $70,084 and $68,658, respectively.

The Company also maintains a voluntary compensation deferral plan, the Deferred Compensation Plan. 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 2023, 2022 and 2021 were $2,695, $3,573 and $2,962, 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 2023, 2022 and 2021 the Company distributed $3,899, $3,731 and $11,887, 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, 2023 and 2022, the total fair value of assets held in these plans' trusts was $36,936 and $32,944, respectively. The assets of these plans are recorded at fair value with changes in fair value recorded in other (loss) income, net. See Note 4 for further details. Any fair value changes to the corresponding liability balance are recorded as compensation expense.

15. 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. Excluding amounts stated below, as of December 31, 2023 and December 31, 2022, 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

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 engaged in discussions with the U.S. Attorney's Office and the Civil Division of the United States Department of Justice to resolve this matter. The Company can make no assurance as to the final outcome. The Company has reserved $40 million for this matter, which includes any potential payment of attorneys' fees.

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. On November 8, 2023, the private party relator filed a fourth amended complaint. On November 29, 2023, the Company filed a motion to dismiss the fourth amended complaint.

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.

2023 District of Columbia Office of Attorney General Investigation: In January 2023, the Office of the Attorney General for the District of Columbia issued a CID to the Company in connection with an antitrust investigation into the 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 Inc. 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.

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 15, 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.

16. 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, 2023, the remaining minimum purchase commitments under these arrangements were approximately $663,498, $541,683, $551,187, $175,707 and $178,559 for the years 2024, 2025, 2026, 2027

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and 2028, 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 $8,852.

Other than the letters of credit disclosed in Note 12 to these consolidated financial statements, and the arrangements as described above, the Company has no off balance sheet financing arrangements as of December 31, 2023.

17. 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

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 stated on a full value share 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, 2023, there were 5,570 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.

A summary of the status of the Company's stock-settled awards, including base shares for stock-settled stock appreciation rights (SSARs) and stock-settled stock unit awards is as follows:

	Year ended December 31, 2023				
	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	5,390	$ 66.00		3,072	
Granted	—			1,383	
Added by performance factor				66	
Exercised/Vested	(1,872)	$ 63.75		(1,067)	
Canceled	(47)	$ 52.41		(231)	
Outstanding at end of period	3,471	$ 67.40	0.91	3,223	2.21
Exercisable at end of period	3,076	$ 63.42	0.75	—	—
Weighted-average fair value of grants:					
2023				$ 77.61	
2022	$ 35.13			$ 107.60	
2021	$ 32.15			$ 109.50	

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

Range of SSARs base prices	Awards Outstanding	Weighted average exercise price	Awards exercisable	Weighted average exercise price
$50.01–$60.00	945	$ 52.41	945	$ 52.41
$60.01–$70.00	2,000	$ 67.80	2,000	$ 67.80
$70.01–$80.00	264	$ 75.95	131	$ 75.95
$100.01–$110.00	132	$ 108.93		
$110.01–$120.00	130	$ 110.63		
Total	3,471	$ 67.40	3,076	$ 63.42

For the years ended December 31, 2023, 2022 and 2021, the aggregate intrinsic value of stock-based awards exercised was $168,500, $149,442 and $208,585, respectively. At December 31, 2023, the aggregate intrinsic value of stock-based awards outstanding was $475,918 and the aggregate intrinsic value of stock awards exercisable was $128,229.

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:

	2022	2021
Expected term	4.5	4.5
Expected volatility	34.3 %	34.3 %
Expected dividend yield	— %	— %
Risk-free interest rate	2.1 %	0.7 %

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

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 2023, 2022 and

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2021 purchase periods were $18,213, $18,061 and $19,626, respectively. Shares purchased pursuant to the plan's 2023, 2022 and 2021 purchase periods were 231, 285 and 203, respectively. At December 31, 2023, there were 5,471 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 2023, 2022 and 2021, respectively: expected volatility of 41.3%, 31.7% and 39.0%; risk-free interest rates of 4.9%, 1.3% and 0.1%; and no dividends. Using these assumptions, the weighted average estimated per share fair value of each purchase right was $25.25, $26.50 and $34.94 for 2023, 2022 and 2021, respectively.

Stock-based compensation expense and proceeds

For the years ended December 31, 2023, 2022 and 2021, the Company recognized $112,375, $95,427 and $102,209 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 2023, 2022 and 2021 were $16,536, $14,723 and $13,853, respectively. As of December 31, 2023, there was $134,720 of total estimated but unrecognized stock-based compensation expense under the Company's equity compensation plans. The Company expects to recognize this expense over a weighted average remaining period of 1.3 years.

For the years ended December 31, 2023, 2022 and 2021, the Company received $25,629, $24,805 and $46,990, 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.

18. Shareholders' equity

Stock repurchases

The following table summarizes the Company's repurchases of its common stock during the years ended December 31, 2023, 2022 and 2021:

	2023	2022	2021
Open market repurchases			
Shares	2,904	8,095	13,877
Amounts paid[1]	$ 285,710	$ 787,854	$ 1,546,016
Average price paid per share[2]	$ 97.82	$ 97.30	$ 111.38

(1) Includes commissions and the 1% excise tax imposed on certain stock repurchases made after December 31, 2022 by the Inflation Reduction Act of 2022. The excise tax is recorded as part of the cost basis of treasury stock repurchased and, as such, is included in stockholders' equity.

(2) Excludes commissions and the excise tax described above.

The Company repurchased 1,507 shares of its common stock for $164,366 at an average price paid of $107.97 per share subsequent to December 31, 2023 through February 12, 2024.

As of December 31, 2023, the Company is authorized to make share repurchases pursuant to a December 17, 2021 Board authorized repurchase plan of $2,000,000. This authorization allows the Company 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 12, 2024, the Company has a total of $1,149,192, excluding excise taxes, 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, 2023 and December 31, 2022.

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

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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,		
	2023	2022	2021
Net income attributable to DaVita Inc.	$ 691,535	$ 560,400	$ 978,450
Changes in paid-in capital for:			
Purchases of noncontrolling interests	(5,375)	(6,586)	(13,853)
Sales of noncontrolling interest	13,077	939	(264)
Net transfers in noncontrolling interests	7,702	(5,647)	(14,117)
Net income attributable to DaVita Inc. net of transfers in noncontrolling interests	$ 699,237	$ 554,753	$ 964,333

The Company acquired additional ownership interests in several existing majority-owned partnerships for $12,555, $20,775 and $20,104 in 2023, 2022 and 2021, respectively.

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19. 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, 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)
Unrealized gains	9,186	89,055	98,241
Related income tax	(2,291)	(1,121)	(3,412)
	6,895	87,934	94,829
Reclassification of income into net income	(103,567)	—	(103,567)
Related income tax	25,840	—	25,840
	(77,727)	—	(77,727)
Balance at December 31, 2023	$ 27,853	$ (79,937)	$ (52,084)

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 12 for further details.

20. Acquisitions and divestitures

Routine acquisitions

During 2023, 2022 and 2021, the Company acquired dialysis businesses and other businesses, as follows:

	Year ended Year ended December 31,		
	2023	2022	2021
Cash paid, net of cash acquired	$ 26,394	$ 57,308	$ 187,050
Contingent earn-out obligations	11,065	4,261	14,854
Deferred purchase price and liabilities assumed	8,736	15,076	10,226
Aggregate consideration	$ 46,195	$ 76,645	$ 212,130
Number of dialysis centers acquired — U.S.	—	5	19
Number of dialysis centers acquired — International	12	11	17

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.

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 2023 acquisitions, certain income tax amounts are pending final evaluation and quantification of any pre-

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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,		
	2023	2022	2021
Current assets	$ 6,128	$ 6,389	$ 9,134
Property and equipment	4,130	7,481	9,277
Customer relationships	—	—	17,200
Noncompetition agreements and other long-term assets	785	1,066	9,964
Indefinite-lived licenses	15,789	19,610	11,432
Goodwill	25,723	49,047	173,244
Liabilities assumed	(6,179)	(6,081)	(14,200)
Noncontrolling interests assumed	(181)	(867)	(3,921)
	$ 46,195	$ 76,645	$ 212,130

The following summarizes weighted-average estimated useful lives of amortizable intangible assets acquired during 2023, 2022 and 2021, as well as goodwill deductible for tax purposes associated with these acquisitions:

	Year ended December 31,		
	2023	2022	2021
Weighted-average estimated useful lives (in years):			
Customer relationships	—	—	10
Noncompetition agreements	3	4	6
Goodwill deductible for tax purposes	$ 17,836	$ 49,047	$ 169,014

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 2023 and 2022 had been consummated as of the beginning of 2022, including the impact of certain adjustments such as amortization of intangibles, interest expense on acquisition financing and income tax effects.

	Year ended December 31,	
	2023	2022
	(unaudited)	
Pro forma total revenues	$ 12,160,466	$ 11,651,311
Pro forma net income from continuing operations attributable to DaVita Inc.	$ 694,854	$ 550,245
Pro forma basic net income per share from continuing operations attributable to DaVita Inc.	$ 7.65	$ 5.92
Pro forma diluted net income per share from continuing operations attributable to DaVita Inc.	$ 7.46	$ 5.74

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 $66,299 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 23 for further details. As of December 31, 2023, the Company estimated the fair value of these contingent earn-out obligations to be $23,088, of which a

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total of $6,431 is included in other current liabilities, and the remaining $16,657 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, 2023 and 2022:

	Year ended December 31,	
	2023	2022
Beginning balance	$ 25,422	$ 33,600
Acquisitions	11,065	4,261
Foreign currency translation	1,611	840
Fair value remeasurements	(11,170)	(5,921)
Payments or other settlements	(3,840)	(7,358)
Ending balance	$ 23,088	$ 25,422

21. 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.

The Company recognized no DMG operating, financing or investing cash flows for the years ended December 31, 2023, 2022 and 2021.

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.

22. 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 kidney 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 believes it has the most power over these entities' most significant activities and the Company is fully exposed to all or almost all of their expected losses. The Company therefore consolidates these wholly-owned entities as its subsidiaries.

Finally, some of the Company's business units rely 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

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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 $256,542 and total liabilities and noncontrolling interests to third parties of $139,443 at December 31, 2023.

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 4 and 14 for disclosures concerning the assets of these consolidated non-qualified deferred compensation plans.

23. 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, 2023 and 2022:

December 31, 2023	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	$ 37,391	$ 37,391		
Interest rate cap agreements	$ 79,805		$ 79,805	
Liabilities				
Contingent earn-out obligations for acquisitions	$ 23,088			$ 23,088
Temporary equity				
Noncontrolling interests subject to put provisions	$ 1,499,288			$ 1,499,288
December 31, 2022				
Assets				
Investments in equity securities	$ 39,143	$ 39,143		
Interest rate cap agreements	$ 139,755		$ 139,755	
Liabilities				
Contingent earn-out obligations for acquisitions	$ 25,422			$ 25,422
Temporary equity				
Noncontrolling interests subject to put provisions	$ 1,348,908			$ 1,348,908

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 4 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 12 for further discussion.

The estimated fair value measurements of these 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 20 for further discussion and a reconciliation of changes.

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, 2023, 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 $190,000. See Note 16 for a discussion of the Company's methodology for estimating the fair values of noncontrolling interests subject to put obligations and the reconciliation of changes on the consolidated statements of equity.

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 12 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, 2023 and 2022 at their approximate fair values due to the short-term nature of their settlements.

24. Segment reporting

The Company's operating divisions are composed 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.

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 operations in each foreign sovereign jurisdiction, and its equity method investment in its Asia Pacific joint venture (APAC JV). 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 assess the financial performance of and allocate resources among 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 more than one of the Company's various operating lines of business. The chief operating decision maker uses segment operating margin to assess segment profitability. The chief operating decision maker does not use total assets by segment to make decisions regarding resources; therefore, the total assets by segment disclosure has not been included.

(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,		
	2023	2022	2021
Segment revenues:			
U.S. dialysis			
Patient service revenues:			
External sources	$ 10,823,525	$ 10,488,327	$ 10,551,106
Intersegment revenues	88,222	87,045	90,512
U.S. dialysis patient service revenues	10,911,747	10,575,372	10,641,618
Other revenues			
External sources	25,251	24,447	25,061
Intersegment revenues	—	(10)	284
Total U.S. dialysis revenues	10,936,998	10,599,809	10,666,963
Other - Ancillary services			
Patient service revenues	751,416	688,137	662,409
Other external sources	539,955	408,983	380,221
Intersegment revenues	7,852	4,206	4,294
Total ancillary services	1,299,223	1,101,326	1,046,924
Total net segment revenues	12,236,221	11,701,135	11,713,887
Elimination of intersegment revenues	(96,074)	(91,241)	(95,090)
Consolidated revenues	$ 12,140,147	$ 11,609,894	$ 11,618,797
Segment operating margin (loss):			
U.S. dialysis	$ 1,774,578	$ 1,565,310	$ 1,974,988
Other - Ancillary services[(1)]	(8,747)	(96,579)	(66,003)
Total segment margin	1,765,831	1,468,731	1,908,985
Reconciliation of segment operating margin to consolidated income from continuing operations before income taxes:			
Corporate administrative support	(163,047)	(129,669)	(111,615)
Consolidated operating income	1,602,784	1,339,062	1,797,370
Debt expense	(398,551)	(357,019)	(285,254)
Debt extinguishment and modification costs	(7,962)	—	—
Other (loss) income, net	(19,177)	(15,765)	6,378
Income from continuing operations before income taxes	$ 1,177,094	$ 966,278	$ 1,518,494

(1) Segment operating loss for Other - Ancillary services includes equity investment loss of $2,103, $1,898 and $3,177 in 2023, 2022 and 2021, respectively.

Depreciation and amortization expense by reportable segment was as follows:

	Year ended December 31,		
	2023	2022	2021
U.S. dialysis	$ 695,674	$ 690,949	$ 642,711
Other - Ancillary services	49,769	41,653	37,904
	$ 745,443	$ 732,602	$ 680,615

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

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

	Year ended December 31,		
	2023	2022	2021
U.S. dialysis	$ 501,149	$ 533,600	$ 589,662
Other - Ancillary services	66,836	69,829	51,803
	$ 567,985	$ 603,429	$ 641,465

The Company's international operations include approximately $240,742 and $207,162 in 2023 and 2022, respectively, of net property and equipment.

25. Supplemental cash flow information

The table below provides supplemental cash flow information:

	Year ended December 31,		
	2023	2022	2021
Cash paid:			
Income taxes, net	$ 268,091	$ 344,430	$ 209,754
Interest, net	$ 387,661	$ 350,999	$ 279,002
Non-cash investing and financing activities:			
Fixed assets under financing lease obligations	$ 13,269	$ 1,928	$ 31,690

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	Amended and Restated Certificate of Incorporation of DaVita Inc.(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	Second Amendment, dated as of April 3, 2023, 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.(25)
10.4	Third Amendment, dated as of April 28, 2023, 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.(24)
10.5	Employment Agreement, dated as of April 29, 2019, by and between Javier J. Rodriguez and DaVita Inc.(10)*

10.6	Stock Appreciation Rights Agreement, effective November 4, 2019, by and between Javier J. Rodriguez and DaVita Inc.(19)*
10.7	Employment Agreement, effective February 21, 2017, by and between DaVita Inc. and Joel Ackerman.(6)*
10.8	Employment Agreement, effective April 27, 2016, by and between DaVita HealthCare Partners Inc. and Kathleen A. Waters.(4)*
10.9	Employment Agreement, effective April 29, 2015, by and between DaVita HealthCare Partners Inc. and Michael Staffieri.(20)*
10.10	Form of Indemnity Agreement.(8)*
10.11	Form of Indemnity Agreement.(5)*
10.12	DaVita Inc. Deferred Compensation Plan.(6)*
10.13	Amended and Restated Employee Stock Purchase Plan.(18)*
10.14	DaVita Inc. Severance Plan for Directors and Above.(3)*
10.15	DaVita Inc. Non-Employee Director Compensation Policy.(15)*
10.16	Amended and Restated DaVita Inc. 2011 Incentive Award Plan.(7)*
10.17	Amendment No. 1 to the Amended and Restated DaVita Inc. 2011 Incentive Award Plan.(19)*
10.18	DaVita Inc. 2020 Incentive Award Plan.(21)*
10.19	Form of Stock Appreciation Rights Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(12)*
10.20	Form of Restricted Stock Units Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(17)*
10.21	Form of Stock Appreciation Rights Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(17)*
10.22	Form of Restricted Stock Units Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(17)*
10.23	Form of Stock Appreciation Rights Agreement-Executives (DaVita Inc. 2011 Incentive Award Plan).(17)*
10.24	Form of Stock Appreciation Rights Agreement (DaVita Inc. 2020 Incentive Award Plan).(22)*
10.25	Form of Performance-Based Restricted Stock Unit Agreement (DaVita Inc. 2020 Incentive Award Plan).(22)*
10.26	Form of Restricted Stock Unit Agreement (DaVita Inc. 2020 Incentive Award Plan).(22)*
10.27	Form of Performance Award Agreement (DaVita Inc. 2020 Incentive Award Plan).(15)*
10.28	Form of Stock Appreciation Rights Agreement (DaVita Inc. 2020 Incentive Award Plan).(25)*
10.29	Form of Performance-Based Restricted Stock Unit Agreement (DaVita Inc. 2020 Incentive Award Plan).(25)*
10.30	Form of Restricted Stock Unit Agreement (DaVita Inc. 2020 Incentive Award Plan).(25)*

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 14, 2024, 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 14, 2024, 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 14, 2024, 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 14, 2024, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.✓
97.1	DaVita Inc. Dodd-Frank Policy on Recoupment of Incentive Compensation.✓*
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 June 8, 2023 as an exhibit to the Company's Current Report on Form 8-K.
(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 February 22, 2023 as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2022.
(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 May 1, 2023 as an exhibit to the Company's Current Report on Form 8-K.
(25) Filed on May 8, 2023 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2023.

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 14, 2024.

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 14, 2024
/S/ JOEL ACKERMAN Joel Ackerman	Chief Financial Officer and Treasurer (Principal Financial Officer)	February 14, 2024
/S/ CHRISTOPHER M. BERRY Christopher M. Berry	Chief Accounting Officer (Principal Accounting Officer)	February 14, 2024
/S/ PAMELA M. ARWAY Pamela M. Arway	Director	February 14, 2024
/S/ CHARLES G. BERG Charles G. Berg	Director	February 14, 2024
/S/ BARBARA J. DESOER Barbara J. Desoer	Director	February 14, 2024
/S/ JASON M. HOLLAR Jason M. Hollar	Director	February 14, 2024
/S/ GREGORY J. MOORE Gregory J. Moore	Director	February 14, 2024
/S/ JOHN M. NEHRA John M. Nehra	Director	February 14, 2024
/S/ ADAM H. SCHECHTER Adam H. Schechter	Director	February 14, 2024
/S/ WENDY L. SCHOPPERT Wendy L. Schoppert	Director	February 14, 2024
/S/ PHYLLIS R. YALE Phyllis R. Yale	Director	February 14, 2024

Exhibit 21.1

SUBSIDIARIES OF THE COMPANY

as of December 31, 2023

Name	Jurisdiction of Organization
Aberdeen Dialysis, 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
Amery Dialysis, LLC	Delaware
Animas Dialysis, LLC	Delaware
Arbela Dialysis, LLC	Delaware
Arcadia Gardens Dialysis, LLC	Delaware
Arrowhead Dialysis, LLC	Delaware
Artesia Dialysis, LLC	Delaware
Ashdow Dialysis, LLC	Delaware
Astro, Hobby, West Mt. Renal Care Limited Partnership	Delaware
Atchison Dialysis, LLC	Delaware
Atlantic Dialysis, LLC	Delaware
Attell Dialysis, LLC	Delaware
Austin Dialysis Centers, L.P.	Delaware
Bainbridge Dialysis, LLC	Delaware
Banfort Dialysis, LLC	Delaware
Bannack 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
Bayshore Dialysis, LLC	Delaware
Beacon Dialysis, LLC	Delaware
Bear Creek Dialysis Center, L.P.	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

Name - Continued	Jurisdiction of Organization
Blanco Dialysis, LLC	Delaware
Bliss Dialysis, LLC	Delaware
Bogachiel Dialysis, LLC	Delaware
Bohama Dialysis, LLC	Delaware
Borrego Dialysis, LLC	Delaware
Bothwell Dialysis, LLC	Delaware
Botkins Dialysis, LLC	Delaware
Bottle Dialysis, LLC	Delaware
Bowan Dialysis, LLC	Delaware
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
Brookstone 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
Cadiz Dialysis, LLC	Delaware
Cagles Dialysis, LLC	Delaware
Camino Dialysis, LLC	Delaware
Campton Dialysis, LLC	Delaware
Canney 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

Name - Continued	Jurisdiction of Organization
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
Chadron Dialysis, LLC	Delaware
Challis Dialysis, LLC	Delaware
Channel Dialysis, LLC	Delaware
Chantry Dialysis, LLC	Delaware
Cheraw Dialysis, LLC	Delaware
Chicago Heights Dialysis, LLC	Delaware
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
Clyfee Dialysis, LLC	Delaware
Coast 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
Craville Dialysis, LLC	Delaware
Crossings Dialysis, LLC	Delaware
Crowder 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

Name - Continued	Jurisdiction of Organization
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
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 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 Alvorada Ltda	Brazil
DaVita Serviços de Nefrologia Ananindeua Ltda.	Brazil
DaVita Serviços de Nefrologia Asa Sul Ltda.	Brazil
DaVita Serviços de Nefrologia Belém Ltda.	Brazil
DaVita Serviços de Nefrologia Boa Vista Ltda.	Brazil
DaVita Serviços de Nefrologia Bueno Ltda.	Brazil
DaVita Serviços de Nefrologia Campinas 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 Fonte Nova 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 João Pessoa Ltda.	Brazil
DaVita Serviços de Nefrologia Lagoa Nova Ltda.	Brazil
DaVita Serviços de Nefrologia Marco Ltda.	Brazil
DaVita Serviços de Nefrologia Moema Ltda.	Brazil
DaVita Serviços de Nefrologia Pacini Ltda.	Brazil
DaVita Serviços de Nefrologia Pantanal Ltda.	Brazil
DaVita Serviços de Nefrologia Santos Dumont Ltda.	Brazil

Name - Continued	Jurisdiction of Organization
DaVita Serviços de Nefrologia Serra Ltda.	Brazil
DaVita Serviços de Nefrologia Sumaré Ltda.	Brazil
DaVita Serviços de Nefrologia Taquaral 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
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
Downriver Centers, Inc.	Michigan
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

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
Eagles Dialysis, LLC	Delaware
East End Dialysis Center, Inc.	Virginia
East Ft. Lauderdale, LLC	Delaware
East Houston Kidney Center, L.P.	Delaware
Eavers Dialysis, LLC	Delaware
Ebrea Dialysis, LLC	Delaware
Edisto Dialysis, LLC	Delaware
Elandon Dialysis, LLC	Delaware
Eldrist Dialysis, LLC	Delaware
Elgin Dialysis, LLC	Delaware
Elk Grove Dialysis Center, LLC	Delaware
Elkhorn Dialysis, LLC	Delaware
Empire State DC, Inc.	New York
Endicott Dialysis, LLC	Delaware
Etowah Dialysis, LLC	Delaware
Eufaula Dialysis, LLC	Delaware
EURODIAL - Centro de Nefrologia e Dialise de Leiria S.A.	Portugal
Fairfield Dialysis, LLC	Delaware
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
Flamingo Park Kidney Center, Inc.	Florida
Flor Dialysis, LLC	Delaware
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
Ganchis Dialysis, LLC	Delaware
Ganois Dialysis, LLC	Delaware
Gansett Dialysis, LLC	Delaware
Garden State Renal, LLC	Delaware
Garner Dialysis, LLC	Delaware
Garrett Dialysis, LLC	Delaware
Gate Dialysis, LLC	Delaware

Name - Continued	Jurisdiction of Organization
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
Glassland Dialysis, LLC	Delaware
Glosser Dialysis, LLC	Delaware
Golden Dialysis, LLC	Delaware
Goldendale Dialysis, LLC	Delaware
Goliad Dialysis, LLC	Delaware
Gordina 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
Griffin Dialysis, LLC	Delaware
Groten Dialysis, LLC	Delaware
Hallowell Dialysis, LLC	Delaware
Harmony Dialysis, LLC	Delaware
Harris Dialysis, LLC	Delaware
Hart Dialysis, LLC	Delaware
Havenwood 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
Hilgards Dialysis, LLC	Delaware
Hochatown Dialysis, LLC	Delaware
Holdrege 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
Humboldt Dialysis, LLC	Delaware
Hummer Dialysis, LLC	Delaware
Hunter Dialysis, LLC	Delaware

Name - Continued	Jurisdiction of Organization
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
Indian River Dialysis Center, LLC	Delaware
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 Illinois And Indiana, 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, Arkansas And Western Tennessee, 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
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 Northeast, LLC	Delaware
Integrated Kidney Care Of The Pacific Northwest, LLC	Delaware
Integrated Kidney Care Of Virginia, LLC	Delaware
Integrated Kidney Care Of West Texas And New Mexico, LLC	Delaware
Iroquois Dialysis, LLC	Delaware
ISD Brandon, LLC	Delaware
ISD Buffalo Grove, LLC	Delaware
ISD Corpus Christi, LLC	Delaware

Name - Continued	Jurisdiction of Organization
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
Jabine Dialysis, LLC	Delaware
Jacinto Dialysis, LLC	Delaware
Jenness Dialysis, LLC	Delaware
Jericho Dialysis, LLC	Delaware
Joshua Dialysis, LLC	Delaware
Kadden Dialysis, LLC	Delaware
Kamiah Dialysis, LLC	Delaware
Kasaskia Dialysis, LLC	Delaware
Kavett Dialysis, LLC	Delaware
Kearn Dialysis, LLC	Delaware
Kenai Dialysis, LLC	Delaware
Kidney HOME Center, LLC	Delaware
Kimball Dialysis, LLC	Delaware
Kingston Dialysis, LLC	Delaware
Kinnick Dialysis, LLC	Delaware
Kinter Dialysis, LLC	Delaware
Knickerbocker Dialysis, Inc.	New York
Krapell Dialysis, LLC	Delaware
Lakeshore Dialysis, LLC	Delaware
Landing Dialysis, LLC	Delaware
Landor Dialysis, LLC	Delaware
Lantell Dialysis, LLC	Delaware
Lassen Dialysis, LLC	Delaware
Lathrop 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
Little Rock Dialysis Centers, LLC	Delaware
Livary Dialysis, LLC	Delaware

Name - Continued	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
Madison Dialysis, LLC	Delaware
Magney Dialysis, LLC	Delaware
Magnolia Dialysis, LLC	Delaware
Magoffin 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
Mazonia Dialysis, LLC	Delaware
MedSleuth, Inc.	California
Memorial Dialysis Center, L.P.	Delaware
Mendocino Dialysis, LLC	Delaware
Meramec Dialysis, LLC	Delaware
Meridian Dialysis, LLC	Delaware
Mermet Dialysis, LLC	Delaware
Merrik Dialysis, LLC	Delaware
Middlesex Dialysis Center, LLC	Delaware
Milltown Dialysis, LLC	Delaware
Minam Dialysis, LLC	Delaware
Minneopa Dialysis, LLC	Delaware
Monad Dialysis, LLC	Delaware
Moraine 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 Düben GmbH	Germany

Name - Continued	Jurisdiction of Organization
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 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 Schwalm-Eder GmbH	Germany
MVZ DaVita Viersen GmbH	Germany
Myrtle Dialysis, LLC	Delaware
Nansen Dialysis, LLC	Delaware
National Trail Dialysis, LLC	Delaware
Natomas Dialysis, LLC	Delaware
Navarro Dialysis, LLC	Delaware
NCA - Mid-Atlantic, LLC	Delaware
NCA-National, LLC	Delaware
NCA-SoCal, LLC	Delaware
Neff 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
Nicona Dialysis, LLC	Delaware
Norte Dialysis, LLC	Delaware
Noster 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

Name - Continued	Jurisdiction of Organization
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
Patient Pathways, 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
Pharis 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
Pike Dialysis, LLC	Delaware
Pinewoods Dialysis, LLC	Delaware
Pinson Dialysis, LLC	Delaware
Pittsburgh Dialysis Partners, LLC	Delaware
Piute Dialysis, 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
Pluribus Dialise, S.A.	Portugal
Pobello Dialysis, LLC	Delaware
Poinsett Dialysis, LLC	Delaware
Pokagon Dialysis, LLC	Delaware
Portola Dialysis, LLC	Delaware
Prineville Dialysis, LLC	Delaware
Pruneau Dialysis, LLC	Delaware

Name - Continued	Jurisdiction of Organization
Pyramid Dialysis, LLC	Delaware
Ramsey Dialysis, LLC	Delaware
Rancho Dialysis, LLC	Delaware
Ravalli Dialysis, LLC	Delaware
Rayburn Dialysis, LLC	Delaware
Red Willow Dialysis, LLC	Delaware
Redcliff Dialysis, LLC	Delaware
Refuge Dialysis, LLC	Delaware
Renal Center of Beaumont, LLC	Delaware
Renal Center of Carrollton, L.P.L.L.L.P.	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 Mountain Home, LLC	Delaware
Renal Center of Newton, LLC	Delaware
Renal Center of North Denton, L.L.L.P.	Delaware
Renal Center of Port Arthur, LLC	Delaware
Renal Center of Sewell, LLC	Delaware
Renal Center of Succasunna, 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
Renwick Dialysis, LLC	Delaware
Revino Dialysis, LLC	Delaware
Rhodes Dialysis, LLC	Delaware
Rickwood Dialysis, LLC	Delaware
Riddle Dialysis, LLC	Delaware
Ringwood Dialysis, LLC	Delaware

Name - Continued	Jurisdiction of Organization
Rio Dialysis, LLC	Delaware
River Valley Dialysis, LLC	Delaware
RNA - DaVita Dialysis, LLC	Delaware
Rollins Dialysis, LLC	Delaware
Roose Dialysis, LLC	Delaware
Rophets Dialysis, LLC	Delaware
Roushe Dialysis, LLC	Delaware
Routt Dialysis, LLC	Delaware
Royale Dialysis, LLC	Delaware
Rusk Dialysis, LLC	Delaware
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
Seabay Dialysis, LLC	Delaware
Secour Dialysis, LLC	Delaware
Sensiba Dialysis, LLC	Delaware
Shadow Dialysis, LLC	Delaware
Shawano Dialysis, LLC	Delaware
Shayano Dialysis, LLC	Delaware
Shelling Dialysis, LLC	Delaware
Sherman Dialysis, LLC	Delaware
Shetek Dialysis, LLC	Delaware
Shining Star Dialysis, Inc.	New Jersey
Shoals Dialysis, LLC	Delaware
Shone Dialysis, LLC	Delaware
Siena Dialysis Center, 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

Name - Continued	Jurisdiction of Organization
Southern Hills Dialysis Center, LLC	Delaware
Southlake Dialysis, LLC	Delaware
Southwest Atlanta Dialysis Centers, LLC	Delaware
Sparks Dialysis, 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
Sula Dialysis, LLC	Delaware
Sun City Dialysis Center, L.L.C.	Delaware
Sunapee Dialysis, LLC	Delaware
Sunset Dialysis, LLC	Delaware
Talimena Dialysis, LLC	Delaware
Tannor Dialysis, LLC	Delaware
Targhee Dialysis, LLC	Delaware
Tarley Dialysis, LLC	Delaware
Taum Dialysis, LLC	Delaware
Taylor 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
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
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

Name - Continued	Jurisdiction of Organization
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
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 Alabama, LLC	Delaware
Value-Based Enterprise of Chicago and Indiana, LLC	Delaware
Value-Based Enterprise of Connecticut, LLC	Delaware
Value-Based Enterprise of District of Columbia, LLC	Delaware
Value-Based Enterprise of El Paso, LLC	Delaware
Value-Based Enterprise Of Florida, 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 Michigan, 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 New York Metro, LLC	Delaware
Value-Based Enterprise Of Northern Ohio, LLC	Delaware
Value-Based Enterprise Of Pacific Northwest, LLC	Delaware
Value-Based Enterprise Of Southern California, LLC	Delaware
Value-Based Enterprise of Southern Florida, LLC	Delaware
Value-Based Enterprise of Southern Texas, 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
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

Name - Continued	Jurisdiction of Organization
Vogel Dialysis, LLC	Delaware
Volo Dialysis, LLC	Delaware
Waddell Dialysis, LLC	Delaware
Wahconah Dialysis, LLC	Delaware
Wakoni Dialysis, LLC	Delaware
Walker Dialysis, LLC	Delaware
Wallips Dialysis LLC	Delaware
Walteria Dialysis, LLC	Delaware
Walton Dialysis, LLC	Delaware
Washburne Dialysis, LLC	Delaware
Watkins Dialysis, LLC	Delaware
Wauseon Dialysis, LLC	Delaware
Wayside Dialysis, LLC	Delaware
Weldon Dialysis, LLC	California
Wesley Chapel Dialysis, LLC	Delaware
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
Wood Dialysis, LLC	Delaware
Woodcrest 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 14, 2024, with respect to the consolidated financial statements of DaVita Inc. and the effectiveness of internal control over financial reporting.

/s/ KPMG LLP

Seattle, Washington
February 14, 2024

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 14, 2024

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 14, 2024

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, 2023 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 14, 2024

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, 2023 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 14, 2024

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.

DAVITA INC.
DODD-FRANK POLICY ON RECOUPMENT OF INCENTIVE COMPENSATION

Introduction

The Board of Directors (the "Board") of DaVita Inc. (the "Company") has adopted this Dodd-Frank Policy on Recoupment of Incentive Compensation (this "Policy"), which provides for the recoupment of compensation in certain circumstances in the event of a restatement of financial results by the Company. This Policy shall be interpreted to comply with the requirements of U.S. Securities and Exchange Commission ("SEC") rules and New York Stock Exchange ("NYSE") listing standards implementing Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the "Dodd-Frank Act") and, to the extent this Policy is in any manner deemed inconsistent with such rules, this Policy shall be treated as retroactively amended to be compliant with such rules.

Covered Executives

This Policy applies to any current or former "executive officer"[1] of the Company or a subsidiary of the Company, which generally shall include any Section 16 officer[2] of the Company (each such individual, an "Executive"). This Policy shall be binding and enforceable against all Executives and their beneficiaries, executors, administrators, and other legal representatives.

Recoupment Upon Financial Restatement

If the Company is required to prepare an accounting restatement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws of the United States, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period (a "Financial Restatement"), the Compensation Committee of the Board (the "Compensation Committee") shall cause the Company to recoup from each Executive, as promptly as reasonably possible, any erroneously awarded Incentive-Based Compensation, as defined below.

No-Fault Recovery

Recoupment under this Policy shall be required regardless of whether the Executive or any other person was at fault or responsible for accounting errors that contributed to the need for the Financial Restatement or engaged in any misconduct.

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[1] An Executive shall be defined as an "executive officer" under Rule 10D-1 under the Securities Exchange Act of 1934, as amended, and Section 303A.14 of the NYSE's listing standards.

[2] A "Section 16 officer" shall be any "officer" designated by the Board from time to time, as the term is defined under 17 CFR § 240.16a-1(f).

Compensation Subject to Recovery; Enforcement

This Policy applies to all compensation granted, earned or vested based wholly or in part upon the attainment of any financial reporting measure determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, and any measure that is derived wholly or in part from such measures (including stock price and total shareholder return ("TSR")), whether or not presented within the Company's financial statements or included in a filing with the SEC ("Incentive-Based Compensation"). Incentive-Based Compensation includes, but is not limited to, performance-based cash, stock, options or other equity-based awards paid or granted to the Executive, to the extent such compensation is based on achievement of financial reporting measures. Compensation that is granted, vests or is earned based solely upon the occurrence of non-financial events, such as, without limitation, (i) base salary, (ii) restricted stock, restricted stock units, stock appreciation rights or options subject only to time-based vesting, or (iii) bonus or other compensation that is not based on the attainment of any financial reporting measure (or derivative thereof), is not Incentive-Based Compensation subject to this Policy.

In the event of a Financial Restatement, the amount to be recovered under this Policy (the "Recoverable Amount") will be the excess of (i) the amount of Incentive-Based Compensation received by the Executive during the Recovery Period (as defined below) that was based on the erroneously reported financial information and calculated without regard to any taxes paid or withheld, over (ii) the amount of Incentive-Based Compensation that would have been received by the Executive had it been calculated based on the restated financial information, with such excess to be determined by the Compensation Committee. For purposes of this Policy, "Recovery Period" means the three completed fiscal years immediately preceding the date on which the Company is required to prepare the Financial Restatement, as determined in accordance with the last sentence of this paragraph, in addition to any transition period due to a change in the Company's fiscal year (as set forth in the NYSE listing standards). The date on which the Company is required to prepare a Financial Restatement is the earlier to occur of (A) the date the Board or a Board committee (or the Chief Financial Officer or other authorized officer of the Company, if Board action is not required) concludes, or reasonably should have concluded, that the Company is required to prepare a Financial Restatement or (B) the date a court, regulator, or other legally authorized body directs the Company to prepare a Financial Restatement.

For Incentive-Based Compensation based on stock price or TSR, where the Recoverable Amount is not subject to mathematical recalculation directly from the information in the Financial Restatement, then the Compensation Committee shall determine the Recoverable Amount based on a reasonable estimate of the effect of the Financial Restatement on the stock price or TSR upon which the Incentive-Based Compensation was received and the Company shall document the determination of that estimate and provide it to the NYSE.

Incentive-Based Compensation is considered to have been received by an Executive in the fiscal year during which the applicable financial reporting measure was attained or purportedly attained, even if the payment, grant or vesting of such Incentive-Based Compensation occurs after the end of that period.

As recoupment under this Policy is required by applicable law, the Company may use any legal or equitable remedies that are available to the Company to recoup any Recoverable Amount. This includes, but is not limited to, collecting cash payments or shares of Company common stock previously made or issued to the Executive, or by forfeiting any amounts that the Company owes or may in the future owe to the Executive, including without limitation amounts paid or payable to the Executive under any otherwise applicable Company plan or arrangement, base salary, bonuses or commissions, and vested and unvested equity awards granted to the Executive.

Executives shall be solely responsible for any tax consequences to them that result from the recoupment or recovery of any amount pursuant to this Policy, and the Company shall have no obligation to administer the Policy in a manner that avoids or minimizes any such tax consequences.

No Indemnification of Executives Covered by this Policy

Notwithstanding the terms of any indemnification policy or any contractual arrangement with any Executive, in compliance with applicable law, the Company shall not indemnify any Executive or pay or reimburse the premium for any insurance policy to cover any losses incurred by such Executive under this Policy or any claims relating to the Company's enforcement of rights under this Policy.

Exceptions

Recoverable Amounts under this Policy shall not include Incentive-Based Compensation received by an Executive (i) prior to beginning service as an Executive or (ii) if he or she did not serve as an Executive during the performance period applicable to the Incentive-Based Compensation in question. The Compensation Committee (or, in the absence of such a committee, a majority of independent directors serving on the Board) may determine not to seek recovery from an Executive in whole or part to the extent it determines in its sole discretion that such recovery would be impracticable because:

A. The direct expense paid to a third party to assist in enforcing recovery would exceed the recoverable amount (after having made a reasonable attempt to recover the Recoverable Amount and providing corresponding documentation of such attempt to the NYSE);
B. Recovery would violate the home country law that was adopted prior to November 28, 2022, as determined by an opinion of counsel licensed in the applicable jurisdiction that is acceptable to and provided to the NYSE; or
C. Recovery would likely cause the Company's 401(k) plan or any other tax-qualified retirement plan to fail to meet the requirements of Section 401(a)(13) or Section 411(a) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder.

Other Remedies Not Precluded

The exercise by the Compensation Committee of any rights pursuant to this Policy shall be in addition to (and not in lieu of), and without prejudice to any other rights or remedies that the Company, the Board or the Compensation Committee may have with respect to any Executive subject to this Policy, whether arising under applicable law (including, without limitation, pursuant to Section 304 of the Sarbanes-Oxley Act of 2002), regulation or pursuant to the terms of any other policy of the Company, employment agreement, equity award, cash incentive award or other agreement, plan or program applicable to an Executive, including, without limitation, the rights and remedies set forth in any other recoupment policy maintained by the Company from time to time. Notwithstanding the foregoing, there shall be no duplication of recovery of the same Incentive-Based Compensation under this Policy and any other such rights or remedies. For the avoidance of doubt, to the extent that there is a conflict between the terms of this Policy and any other such rights or remedies, the Company shall be entitled to enforce the rights and remedies in the Company's favor, as determined by the Company in its sole discretion and, in the case of enforcement of rights under this Policy, consistent with the Dodd-Frank Act.

Effective Date and Applicability

This Policy has been adopted by the Board on October 6, 2023, and shall apply to any Incentive-Based Compensation that is received by an Executive on or after October 2, 2023. For the

avoidance of doubt, the DaVita Inc. Amended and Restated Incentive Compensation Clawback Policy, effective as of March 14, 2021 (the "Prior Policy") and any other applicable policies of the Company, in each case, as then in effect, shall continue to govern compensation received prior to October 2, 2023 and shall continue to apply to compensation received following the adoption of this Policy.[3]

Nothing contained in this Policy, and no recoupment or recovery contemplated by this Policy, shall limit any claims, damages or other legal remedies the Company or any of its affiliates may have against a Covered Executive arising out of or resulting from any actions or omissions by Executives.

Administration

This Policy shall be administered by the Compensation Committee. Any determinations made by the Compensation Committee shall be final and binding on all affected individuals and need not be uniform with respect to each individual covered by the Policy. The Compensation Committee is authorized to interpret and construe this Policy and to make all determinations necessary, appropriate or advisable for the administration of this Policy, in all cases consistent with the Dodd-Frank Act. Subject to any limitation of applicable law, the Compensation Committee may authorize and empower any member of the Board, officer or employee of the Company to take any and all actions necessary or appropriate to carry out the purpose and intent of this Policy (other than with respect to any recovery under this Policy involving any such officer or employee). The Board or Compensation Committee may amend this Policy from time to time in its discretion.

Filing Requirement

A copy of this Policy and any amendments thereto shall be filed as an exhibit to the Company's annual report on Form 10-K.

Acknowledgment

To the extent required by the Compensation Committee, each Executive shall be required to sign and return to the Company an acknowledgement substantially in the form attached hereto as Exhibit A pursuant to which such Executive will agree to be bound by the terms of, and comply with, this Policy. For the avoidance of doubt, each Executive shall be fully bound by, and must comply with, the Policy, whether or not such Executive has executed and returned such acknowledgment form to the Company.

[3] Subject to the exceptions set forth herein, the terms of this Policy shall apply to any Incentive-Based Compensation that is received (as described above) by an Executive on or after October 2, 2023, even if such Incentive-Based Compensation was approved, awarded, or granted to the Executive prior to October 2, 2023.

Appendix 11

Ancillary and Support Agreements and Vendors

Agreement	Vendor
Extensive Facility Maintenance	CBRE
Patient Transfer	St Joseph Hospital
Janitorial	Clean Net
Waste Disposal	Waste Management
Medical Waste Disposal	SteriCycle
Information Management	Iron Mountain
Mutual Emergency Backup Dialysis	Puyallup DaVita, Redondo Heights DaVita, Kent Davita, Auburn Valley DaVita
Laboratory Services	DaVita Lab Services
Stat Laboratory Services	Quest Dlagnostic
Pest Control	Terminix

Appendix 12

Patient Transfer Agreement

ST. JOSEPH HOSPITAL AND HEALTH CARE CENTER

OFFICE OF THE VICE PRESIDENT

CONTRACT ID #
53227

April 27, 1993

Richard Turner
Director of Acquisitions
Medical Ambulatory Care, Inc.
908 Broadway, Suite 300
P.O. Box 2076
Tacoma, WA 98401-2076

RE: Patient Transfer

Dear Mr. Turner,

St. Joseph Hospital and Health Care Center will admit patients from Medical Ambulatory Care, Inc., facility in Federal Way, Washington, to its hospital facilities under the following terms and conditions:

1. Emergency care will be provided in the same manner and to the same extent as is provided to other patients seeking emergency treatment at our emergency facility in accordance with the rules and regulations governing our hospital and in accordance with state and federal laws and regulations.

2. Patients seeking inpatient or outpatient services will be provided such services in the same manner and to the same extent as other patients in accordance with the bylaws of the medical staff, the rules and regulations of the hospital and in accordance with federal and state laws and regulations.

3. If a patient is transferred to our hospital from your facility, at the time of transfer (or in the case of emergency as promptly as possible) you should provide administrative information necessary to determine the appropriateness of the placement and enable the hospital to provide care to the patient. The information provided should include current medical findings, diagnosis, rehabilitation potential, long-term care plan, a brief summary of the course of treatment followed in your institution, nursing and dietary information, ambulation status and pertinent administrative and social information.

4. You shall be responsible for effecting the transfer of the patient, including arranging for appropriate disposition of personal effects, particularly money and valuables and information related to those items.

5. You shall be responsible for effecting the transfer of the patient, including arranging for appropriate and safe transportation and care of the patient during the transfer in accordance with applicable federal and state law.

6. This arrangement shall terminate three (3) days after written notice to you based on (a) any change in the method, manner or amount of reimbursement for Medicare patients or for patients covered by other payor contracts, or (b) the hospital restricting or terminating its services relating to inpatient treatment of dialysis patients. This arrangement shall terminate without cause thirty (30) days after written notice to you.

Unless I hear from you to the contrary within five (5) days of the date of this letter, I will assume the terms and conditions of this letter are acceptable to you.

We do not now desire to enter into an agreement as it regards your proposed Lakewood facility. We are currently challenging in court the granting of the certificate of need for that facility. If we are unsuccessful in establishing that there is no need for that facility, and if you then request some agreement relating to inpatient and other hospital services, including home dialysis services, we will negotiate with you to arrive at an agreement.

Sincerely,

James M. Good
Vice President

c: Elvin Vandeberg
John Long
Marty Zoloth
Marcia Johnson
Dr. John Kennedy
Dr. Gerard Ames

Appendix 13

State Regulatory Agencies

State Regulatory Agencies
January 2017

AGENCY NAME	AGENCY NAME 2	ADDRESS	ADDRESS 2	CITY	STATE	ZIP CODE
ACS New Mexico Medicaid	NM Medicaid Provider Enrollment	P O Box 27460		Albuquerque	NM	87125-7460
Agency for Health Care Administration	Certification	2727 Mahan Drive	Mail Stop 32	Tallahassee	FL	32308
Agency for Health Care Administration	Certification	2727 Mahan Drive	Mail Stop 32	Tallahassee	FL	32308
Agency for Health Care Administration	CLIA State	2727 Mahan Drive	Mail Stop 32	Tallahassee	FL	32308
AHCCCS	Provider Registration Unit	801 East Jefferson Street		Phoenix	AZ	85034
Alabama Department of Public Health	Survey	The RSA Tower	201 Monroe St	Montgomery	AL	36104-3735
Alabama Medicaid Program	HP Provider Enrollment	301 Techna Center Drive		Montgomery	AL	36117-6008
Alachua Field Office - Region 3	State Survey Field Office-Alachua	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
Alachua Field Office - Region 3	State Survey Field Office-Bradford	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
Alachua Field Office - Region 3	State Survey Field Office-Citrus	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
Alachua Field Office - Region 3	State Survey Field Office-Columbia	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
Alachua Field Office - Region 3	State Survey Field Office-Dixie	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
Alachua Field Office - Region 3	State Survey Field Office-Gilchrist	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
Alachua Field Office - Region 3	State Survey Field Office-Hamilton	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
Alachua Field Office - Region 3	State Survey Field Office-Hernando	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
Alachua Field Office - Region 3	State Survey Field Office-Lafayette	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
Alachua Field Office - Region 3	State Survey Field Office-Lake	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
Alachua Field Office - Region 3	State Survey Field Office-Levy	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
Alachua Field Office - Region 3	State Survey Field Office-Marion	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
Alachua Field Office - Region 3	State Survey Field Office-Putnam	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
Alachua Field Office - Region 3	State Survey Field Office-Sumter	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
Alachua Field Office - Region 3	State Survey Field Office-Suwannee	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
Alachua Field Office - Region 3	State Survey Field Office-Union	14101 N.W. Hwy. 441	Suite 800	Alachua	FL	32615-5669
AR Medicaid/HP Enterprise Services - Provider Enrollment		PO Box 8105		Little Rock	AR	72203-8105
AR Medicaid/HP Enterprise Services - Provider Enrollment		PO Box 8105		Little Rock	AR	72203-8105
Arizona Division of Assurance & Licensing Services		150 North 18th Avenue, Ste 450		Phoenix	AZ	85007
Atlanta Regional Office - Region 4	R.O. 4 Div. of Survey and Certification Ops	61 Forsyth Street, SW	Ste 4T20	Atlanta	GA	30303-8909
Boston Regional Office - Region 1	R.O. 1 Div. of Survey and Certification Ops	JFK Federal Building, Government Center	Room 2275	Boston	MA	2203
CA Department of Health Care Services	Provider Enrollment Division	P O Box 997413	MS 4704	Sacramento	CA	95899-7413
Cabinet for Health Services	KY Licensing Dept	Health Services Bldg.	275 East Main Street - 5 East	Frankfort	KY	40621
Cahaba GBA - AL (J10)	AL (J10) Provider Enrollment	PO Box 1537		Birmingham	AL	35201-1537
Cahaba GBA - GA (J10)	GA (J10)Provider Enrollment	PO Box 1537		Birmingham	AL	35201-1537
Cahaba GBA - TN (J10)	TN (J10) Provider Enrollment	PO Box 1537		Birmingham	AL	35201-1537
California Dept of Public Health	Bakersfield District Office	4540 Califomia Ave., Ste 200	Licensing & Certification	Bakersfield	CA	93309
California Dept of Public Health	San Diego North District Office	7575 Metropolitan Dr., Suite 104	Licensing & Certification	San Diego	CA	92108-4402
California Dept of Public Health	San Bernardino District office	464 W 4th St., Suite 529	Licensing & Certification	San Bernardino	CA	92401-
California Dept of Public Health	Los Angeles District Office	3400 Aerojet Ave Ste 323	Licensing & Certification	El Monte	CA	91731
California Dept of Public Health	East Bay District Office	850 Marina Bay Parkway, Bldg P, 1st Floor	Licensing & Certification	Richmond	CA	94804-6403
California Dept of Public Health	Fresno District Office	285 W Bullard Ave Suite 101	Licensing & Certification	Fresno	CA	93704
California Dept of Public Health	Chico District Office	126 Mission Ranch Blvd	Licensing & Certification	Chico	CA	95926
California Dept of Public Health	Orange County District Office	681 S Parker St Ste 200	Licensing & Certification	Orange	CA	92868
California Dept of Public Health	Redwood Coast/Santa Rosa District Office	2170 Northpoint Pkwy	Licensing & Certification	Santa Rosa	CA	95407
California Dept of Public Health	Riverside District Office	625 E Carnegie Dr Ste 280	Licensing & Certification	San Bernardino	CA	92408
California Dept of Public Health	Sacramento District Office	3901 Lennane Dr Ste 210	Licensing & Certification	Sacramento	CA	95834
California Dept of Public Health	San Francisco District Office	150 North Hill Dr Ste 22	Licensing & Certification	Brisbane	CA	94005
California Dept of Public Health	San Jose District Office	100 Paseo de San Antonio Ste 235	Licensing & Certification	San Jose	CA	95113
California Dept of Public Health	Ventura District Office	1889 N Rice Ave Ste 200	Licensing & Certification	Oxnard	CA	93030
CGS (J15)	(J15) Provider Enrollment	PO Box 20004		Nashville	TN	37202
Chicago Regional Office - Region 5	R.O. 5 Div. of Survey and Certification Ops	233 North Michigan Avenue	Ste 600	Chicago	IL	60601-5519
CLIA Programs, DHH		P.O. Box 3767		Baton Rouge	LA	70821-3767
Colorado Department of Public Health & Environment		4300 Cherry Creek Drive South		Denver	CO	80246-1530
Colorado Medical Assistance Program	CO Medicaid Provider Enrollment	PO Box 1100		Denver	CO	80201-1100
CT Medicaid/HP	CT Provider Enrollment Unit	PO Box 5007		Hartford	CT	6104
Dallas Regional Office - Region 6	R.O. 6 Div. of Survey and Certification Ops	1301 Young Street	Room 827	Dallas	TX	75202

State Regulatory Agencies
January 2017

AGENCY NAME	AGENCY NAME 2	ADDRESS	ADDRESS 2	CITY	STATE	ZIP CODE
DC Dept of Health Regulation Administration		899 North Capitol Street NE	Second Floor	Washington	DC	20002
DC Medicaid/Xerox State Healthcare Solutions	DC Medicaid Provider Enrollment	750 1st Street, NE	Ste. 1020	Washington	DC	20002
DE Medicaid/HP Enterprise Services, LLC	DE Medicaid Provider Enrollment	PO Box 909		New Castle	DE	19720
Delaware Dept. of Health Services		1901 N Dupont Hwy		New Castle	DE	19720
Delray Beach Field Office - Region 9 & 10	State Survey Field Office-Broward	5150 Linton Boulevard	Suite 500	Delray Beach	FL	33484
Delray Beach Field Office - Region 9 & 10	State Survey Field Office-Indian River	5150 Linton Boulevard	Suite 500	Delray Beach	FL	33484
Delray Beach Field Office - Region 9 & 10	State Survey Field Office-Martin	5150 Linton Boulevard	Suite 500	Delray Beach	FL	33484
Delray Beach Field Office - Region 9 & 10	State Survey Field Office-Okeechobee	5150 Linton Boulevard	Suite 500	Delray Beach	FL	33484
Delray Beach Field Office - Region 9 & 10	State Survey Field Office-Palm Beach	5150 Linton Boulevard	Suite 500	Delray Beach	FL	33484
Delray Beach Field Office - Region 9 & 10	State Survey Field Office-St. Lucie	5150 Linton Boulevard	Suite 500	Delray Beach	FL	33484
Denver Regional Office - Region 8	R.O. 8 Div. of Survey and Certification Ops	1600 Broadway	Ste 700	Denver	CO	80202
Department of Health	Division of Home Health Services	132 Kline Plaze, Suite A		Harrisburg	PA	17104-
Department of Public Health		Div of Health Systems Reg.	410 Capitol Ave., MS #12FLIS	Hartford	CT	06134-0308
Dept of Health, HSQA		111 Israel Road SE		Tumwater	WA	98501
Dept of Health, HSQA		PO Box 47874		Olympia	WA	98504
Dept. of Health and Human Services		1205 Umstead Dr.	Licensure & Certification Section	Raleigh	NC	27603
Director, Division of Health Provider	Bureau of Certification/Health Regulation	SC DHEC	301 Gervais St	Columbia	SC	29201-
First Coast Service Options - FL (J9)	FL (J9) Provider Enrollment	532 Riverside Avenue		Jacksonville	FL	32202-4914
FL Dept of Health	Brevard County Environmental Health	2725 Judge Fran Way	Ste A116	Viera	FL	32940-6605
FL Dept of Health	Alachua County Environmental Health	224 SE 24th St		Gainesville	FL	32641-3405
FL Dept of Health in Bay County	Biomedical Waste	597 W 11th St		Panama City	FL	32401
FL Dept of Health in Broward County	Biomedical Waste	780 SW 24 Street	Building OPS	Ft Lauderdale	FL	33315
FL Dept of Health in Charlotte County	Biomedical Waste	18500 Murdock Cir	Ste 203	Port Charlotte	FL	33948
FL Dept of Health in Clay County	Biomedical Waste	PO Box 578		Green Cove Springs	FL	32043
FL Dept of Health in Collier County	Biomedical Waste	PO Box 429		Naples	FL	34106-0429
FL Dept of Health in Dade County	Biomedical Waste	1725 167th St		Miami Gardens	FL	33056
FL Dept of Health in DeSoto County	Biomedical Waste	34 South Baldwin Avenue		Arcadia	FL	34266
FL Dept of Health in Duval County	Biomedical Waste-Duval	900 University Blvd N	Ste 300, MC-45	Jacksonville	FL	32211
FL Dept of Health in Duval County	Biomedical Waste-St. Johns	900 University Blvd N	Ste 300, MC-45	Jacksonville	FL	32211
FL Dept of Health in Escambia County	Biomedical Waste-Escambia	1300 W Gregory Street		Pensacola	FL	32502
FL Dept of Health in Escambia County	Biomedical Waste-Okaloosa	1300 W Gregory Street		Pensacola	FL	32502
FL Dept of Health in Escambia County	Biomedical Waste-Santa Rosa	1300 W Gregory Street		Pensacola	FL	32502
FL Dept of Health in Flagler County	Biomedical Waste	PO Box 847		Bunnell	FL	32110
FL Dept of Health in Hernando County	Biomedical Waste	7551 Forest Oaks Blvd		Spring Hill	FL	34606
FL Dept of Health in Hillsborough County	Biomedical Waste	PO Box 5135		Tampa	FL	33675
FL Dept of Health in Indian River County	Biomedical Waste	1900 27th Street		Vero Beach	FL	32960
FL Dept of Health in Jackson County	Biomedical Waste	PO Box 310		Marianna	FL	32447
FL Dept of Health in Lake County	Biomedical Waste	315 W Main Street		Tavares	FL	32778
FL Dept of Health in Lee County	Biomedical Waste	2295 Victoria Ave		Fort Myers	FL	33901
FL Dept of Health in Leon County	Biomedical Waste	PO Box 2745		Tallahassee	FL	32316
FL Dept of Health in Manatee County	Biomedical Waste	410 Sixth Ave E		Bradenton	FL	34208
FL Dept of Health in Marion County	Biomedical Waste-Marion	PO Box 2408		Ocala	FL	34478
FL Dept of Health in Monroe County	Biomedical Waste	PO Box 6193		Key West	FL	33040
FL Dept of Health in Nassau County	Biomedical Waste	PO Box 15100		Fernandina Beach	FL	32035
FL Dept of Health in Orange County	Biomedical Waste	800 N Mercy Drive	Ste 1	Orlando	FL	32808
FL Dept of Health in Osceola County	Biomedical Waste	1 Courthouse Square	Ste 1200	Kissimmee	FL	34741
FL Dept of Health in Palm Beach County	Biomedical Waste	PO Box 29 - Fiscal Office		West Palm Beach	FL	33402
FL Dept of Health in Pasco County	Biomedical Waste	11611 Denton Avenue		Hudson	FL	34667
FL Dept of Health in Pinellas County	Biomedical Waste	8751 Ulmerton Road	Suite 2000	Largo	FL	33771
FL Dept of Health in Sarasota County	Biomedical Waste	1001 Sarasota Center Blvd		Sarasota	FL	34240
FL Dept of Health in Seminole County	Biomedical Waste	400 W Airport Blvd		Sanford	FL	32773
FL Dept of Health in St. Lucie County	Biomedical Waste	5150 NW Milner Dr		Port St. Lucie	FL	34983
FL Dept of Health in Sumter County	Biomedical Waste	PO Box 98		Bushnell	FL	33513
FL Dept of Health in Taylor County	Biomedical Waste	1215 N Peacock Avenue		Perry	FL	32347

State Regulatory Agencies
January 2017

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

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AGENCY NAME	AGENCY NAME 2	ADDRESS	ADDRESS 2	CITY	STATE	ZIP CODE
Missouri Dept of Social Services	MO Medicaid Provider Enrollment	615 Howerton Ct		Jefferson City	MO	65109
Montana Medicaid - Xerox	MT Medicaid FL Medicaid Provider Enrollment	PO Box 4936		Helena	MT	59604
MS Division of Medicaid	Provider Enrollment	550 High St	Ste 1000	Jackson	MS	39201
MT Dept of Public Health and Human Services		Quality Assurance Div - License Bureau	2401 Colonial Dr	Helena	MT	59620-2953
N.C. Medicaid Provider Enrollment	CSC	2610 Wycliff Road	Suite 102	Raleigh	NC	27607-3073
National Government Services - IL (J6)	IL (J6) Provider Enrollment	P.O. Box 6474		Indianapolis	IN	46206-6474
National Government Services - MA (JK)	MA (JK) Provider Enrollment	P.O. Box 7149		Indianapolis	IN	46207-7149
National Government Services - NH (JK)	NH (JK) Provider Enrollment	P.O. Box 7149		Indianapolis	IN	46207-7149
National Government Services - RI (JK)	RI (JK) Provider Enrollment	P.O. Box 7149		Indianapolis	IN	46207-7149
National Government Services - WI (J6)	WI (J6) Provider Enrollment	P.O. Box 6474		Indianapolis	IN	46206-6474
National Government Services- ME (JK)	ME (JK) Provider Enrollment	P.O. Box 7149		Indianapolis	IN	46207-7149
National Government Services MN (J6)	MN (J6) Provider Enrollment	P.O. Box 6474		Indianapolis	IN	46206-6474
National Government Services, Inc. - NY (JK)	NY (JK) Provider Enrollment	P.O. Box 7149		Indianapolis	IN	46207-7149
National Government Services, LLC - CT (JK)	CT (JK) Provider Enrollment	P.O. Box 7149		Indianapolis	IN	46207-7149
ND Dept of Human Services	Attn: Provider Enrollment	600 E Blvd Ave	Dept 325	Bismarck	ND	58505
ND Dept. of Health		600 East Blvd. Avenue Dept 301		Bismarck	ND	58505-0200
Nebraska Dept. of Health & Human Serv.	Medicaid Provider Enrollment	301 Centennial Mall South		Lincoln	NE	68509
Nebraska Health & Human Services System		301 Centennial Mall South		Lincoln	NE	68509-5007
Nebraska Health & Human Services System	Licensure Unit	301 Centennial Mall South		Lincoln	NE	68509-5007
Nevada Department of Health	Bureau of Licensure & Certification	727 Fairveiw Dr	Ste E	Carson City	NV	89701
Nevada Medicaid Program	NV Medicaid Provider Enrollment	P O Box 30042		Reno	NV	89520-3042
Nevada State Treasurer	Nevada State Lab	727 Fairview Dr	Ste E	Carson City	NV	89701
New Mexico Board of Pharmacy Office	New Mexico Pharmacy	5500 Oakland NE	Ste C	Albuquerque	NM	87109
New Mexico Department of Health		2040 South Pacheco St	2nd Floor Room 202	Santa Fe	NM	87505
New York Dept. of Health		Hedley Park Place	433 River Street, 6th Floor	Troy	NY	12180-
New York Regional Office - Region 2	R.O. 2Div. of Survey and Certification Ops	26 Federal Plaza	Room 37-130	New York	NY	10278-0063
New York State Department of Health		150 Broadway	Suite 6E	Albany	NY	12204
NH Department of Health & Human Services		129 Pleasant St.		Concord	NH	03301-3857
NH Medicaid/Xerox	NH Medicaid Provider Enrollment	2 Pillsbury St.,	Suite 200	Concord	NH	3301
NJ Dept. of Health & Senior Services		171 Jersey St.	Bldg. 5, 1st Floor	Trenton	NJ	8611
NJ Medicaid/Molina	NJ Medicaid Provider Enrollment	P.O. Box 4804		Trenton	NJ	8650
Noridian - AZ (JF)	AZ (JF) Provider Enrollment	900 42nd St S		Fargo	ND	58103
Noridian - CA (JE)	CA (JE) Provider Enrollment	901 42nd St S		Fargo	ND	58103
Noridian - ID (JF)	ID (JF) Provider Enrollment	903 42nd St S		Fargo	ND	58103
Noridian - MT (JF)	MT (JF) Provider Enrollment	904 42nd St S		Fargo	ND	58103
Noridian - ND (JF)	ND (JF) Provider Enrollment	905 42nd St S		Fargo	ND	58103
Noridian - NV (JE)	NV (JE) Provider Enrollment	906 42nd St S		Fargo	ND	58103
Noridian - OR (JF)	OR (JF) Provider Enrollment	900 42nd St S		Fargo	ND	58103
Noridian - SD (JF)	SD (JF) Provider Enrollment	900 42nd St S		Fargo	ND	58103
Noridian - UT (JF)	UT (JF) Provider Enrollment	902 42nd St S		Fargo	ND	58103
Noridian - WA (JF)	WA (JF) Provider Enrollment	900 42nd St S		Fargo	ND	58103
Novitas (AR - JH)	AR (JH) Provider Enrollment	P.O. Box 3095		Mechanicsburg	PA	17055-1813
Novitas (CO - JH)	CO (JH) Provider Enrollment	P.O. Box 3095		Mechanicsburg	PA	17055-1813
Novitas (D.C. - JL)	DC (JL) Provider Enrollment	PO Box 3157		Mechanicsburg	PA	17055-1836
Novitas (DE - JL)	DE (JL) Provider Enrollment	PO Box 3157		Mechanicsburg	PA	17055-1836
Novitas (LA - JH)	LA (JH) Provider Enrollment	P.O. Box 3095		Mechanicsburg	PA	17055-1813
Novitas (MD - JL)	MD (JL) Provider Enrollment	PO Box 3157		Mechanicsburg	PA	17055-1836
Novitas (MS - JH)	MS (JH) Provider Enrollment	P.O. Box 3095		Mechanicsburg	PA	17055-1813
Novitas (NJ - JL)	NJ (JL) Provider Enrollment	PO Box 3157		Mechanicsburg	PA	17055-1836
Novitas (NM - JH)	NM (JH) Provider Enrollment	P.O. Box 3095		Mechanicsburg	PA	17055-1813
Novitas (OK - JH)	OK (JH) Provider Enrollment	P.O. Box 3095		Mechanicsburg	PA	17055-1813
Novitas (PA - JL)	PA (JL) Provider Enrollment	PO Box 3157		Mechanicsburg	PA	17055-1836
Novitas (TX - JH)	TX (JH) Provider Enrollment	P.O. Box 3095		Mechanicsburg	PA	17055-1813
Office of Health Care Quality		Spring Grove Center	55 Wade Avenue, Bland Bryant Bldg	Catonsville	MD	21228-

State Regulatory Agencies
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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

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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 KIDNEY DISEASE PATIENTS FOR TREATMENT

PURPOSE: Establish requirements for accepting, admitting, and treating all End Stage Kidney Disease (ESKD) patients in a DaVita dialysis facility, and to confirm DaVita obtains and records necessary demographic information, clinical records, insurance details, and relevant consents for such treatment.

DEFINITION(S):

Acceptance: Occurs when DaVita Guest Services (DGS) confirms an initial, tentative placement pending facility review and approval for admission.

Admission: Occurs when a DaVita facility provides a confirmed placement for a new patient. Confirmed placement is contingent upon the facility's review and approval of applicable medical records and DaVita's review and identification of a Payment Source. DaVita will confirm with the patient and/or referral source the patient's start date, treatment time, and any other pertinent information.

Medical Evidence Report Form (CMS 2728): The 2728 form is required by Medicare to determine if an individual is medically entitled to Medicare under the provisions of the law and to register patients with the United States Renal Data System. Physicians must complete a 2728 form for each patient in accordance with DaVita's Medical Staff Bylaws. A patient is generally only required to complete the 2728 form once, not for every facility visit or transfer (Refer to policy: *Completion of Centers for Medicare & Medicaid Services (CMS) 2728 Form.*).

Multi-Patient Agreement (MPA): For purposes of contracting with a referral source, this is an agreement between DaVita and a hospital to provide outpatient dialysis services to patients, as authorized by the hospital, that do not have coverage under private health insurance, Medicare or Medicaid that will reimburse for the services, and for whom the hospital is willing to accept financial responsibility. The MPA itself is not patient nor dates of service specific.

Path to Insurability: A patient insurance status that reflects an uninsured patient's reasonable eligibility to obtain insurance that covers dialysis services and treatment. DaVita Admissions maintains a process whereby an uninsured patient, or a patient without a Payment Source, is evaluated against consistent criteria to determine if the patient has treatment Path to Insurability. In order for an uninsured patient to be admitted to a DaVita facility, the patient must have a Path to Insurability.

Origination Date: September 2006
Revision Date: March 2008, September 2008, December 2008, April 2009, September 2009, October 2010, September 2011, September 2012, March 2013, September 2013, March 2014, September 2014, March 2015, September 2015, March 2016, December 2016, April 2018, April 2019, October 2019, April 2021, October 2021, October 2022, April 2023, October 2023, April 2024

Patient Acknowledgement, Authorization, Assignment 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 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 their health plan or insurance company. The PAFR form applies to all DaVita facilities where the patient receives treatments.

Payment Source: For purposes of permanent admission to a DaVita facility, a Payment Source is any confirmed active (i.e., not pending) insurance or payor coverage or an executed Self-Pay Agreement or Multi-Payor Agreement. Examples of active insurance or payor coverage include, but are not limited to, Medicare, Medicaid, Tricare/CHAMPs, commercial insurance, or an executed SPA.

Permanent Patient: A domestic patient who seeks placement at a DaVita facility and plans to treat at that facility (i.e., a "home facility") for at least 30 days. Permanent admissions may include patients who are treating at another DaVita facility or non-DaVita facility. If an international visiting patient seeks placement at a DaVita facility, then Teammates must follow the *Accepting International Visiting Patient Policy* with respect to that patient.

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).

Self-Pay Agreement: An agreement between a patient and DaVita requiring the patient to pay the applicable all-inclusive rate, which includes dialysis treatment, all drugs and ancillary services, and laboratory services (includes all routine and non-routine laboratory services). Reference: *Uninsured Patient Policy & Uninsured Patient Fee Schedule* (available on the ROPS website on the VillageWeb).

Single Patient Agreement (SPA): For purposes of contracting with a third-party payor source, this is an agreement between DaVita and a third-party payor in which the third-party payor source agrees to a reimbursement rate for one patient, at a particular outpatient facility, for specific dates of service.

Transfer Patient: An existing dialysis patient who is permanently relocating from any dialysis facility to a DaVita dialysis facility. The transfer requires the transmission of a patient's medical record to the DaVita facility receiving the patient. Once the transfer is complete, the patient will become a Permanent Patient.

Transient/Visiting Patient: A patient visiting a DaVita facility who plans to return to their "home facility" (whether a DaVita or non-DaVita facility) within 30 days. Such temporary

Origination Date: September 2006
Revision Date: March 2008, September 2008, December 2008, April 2009, September 2009, October 2010, September 2011, September 2012, March 2013, September 2013, March 2014, September 2014, March 2015, September 2015, March 2016, December 2016, April 2018, April 2019, October 2019, April 2021, October 2021, October 2022, April 2023, October 2023, April 2024

treatment requires transmission of patient's medical record to the facility receiving the patient.

POLICY and PROCEDURE:

1. All demographic information, clinical records, insurance details, and consent documents identified in this Policy should be retained in the patient's medical record and appropriate DaVita systems.

2. In making determinations related to Acceptance of patients, DaVita will not discriminate based on race, color, national origin, gender, sexual orientation, age, religion, disability, or payor class (e.g., Medicare, Medicaid, commercial insurers).

3. The facility medical director verifies the facility follows this Policy, and/or any other facility admissions policies, and provides timely responses to requests regarding patient admissions. The medical director may ultimately decide whether or not to admit a particular patient based on the facility's ability to safely dialyze the candidate patient without adversely affecting the safety of other patients and/or DaVita teammates. An initial assessment will be completed by a member of the medical staff (i.e., physician or non-physician practitioner (NPP) such as a nurse practitioner or physician assistant) before the initiation of the patient's first dialysis treatment in the facility, in order to provide for prompt recognition and action to address urgent patient medical needs prior to completion of the comprehensive patient assessment. This evaluation can be accomplished by review of medical records and consultation with the referring physician and is part of the admission process where the attending physician or NPP provides the patient orders prior to the patient's first treatment at the facility.

4. After **Acceptance** of a new patient at any DaVita dialysis facility, and prior to **Admission**, DaVita Guest Services, the Registration Team, and/or the treating facility must obtain and document in formal DaVita systems and records the following up-to-date information for each patient:

    a. Patient demographics and insurance information:

        i. The Registration Team must enter, at a minimum, these four mandatory elements into DaVita's registration system: (1) first and last name; (2) date of birth; (3) anticipated start date at DaVita; and (4) renal function status as specified by the admitting physician and/or hospital (pre)discharge summary.

        ii. The Registration Team must verify all insurances and obtain authorization if needed to complete the registration process. Insurance information for each patient must include: (1) insurance

company/companies and phone number(s) (patient may have more than one type of insurance and (2) insurance policy ID number (for each insurance).

iii. For patients with Indian Health Services coverage, the Registration Team must obtain a Purchase Order for services and treatments outside of the patients' area.

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*. Note: Hepatitis C Testing is strongly recommended, but is not required;

d. Confirm accepting nephrologist.

e. For any uninsured patient discharging from a hospital, confirmation that the patient has a Payment Source or a verified Path to Insurability.

i. For all uninsured patients who do not have a Path to Insurability, DaVita must enter into a Single Patient Agreement ("SPA") with the discharging hospital or discharging health care facility prior to admitting the patient to a DaVita facility.

ii. If no SPA is secured prior to admission, an uninsured patient may be admitted (1) in alignment with any state laws or contractual requirements to provide dialysis services to uninsured patients; or (2) if the uninsured patient executes a Self-Pay Agreement. In order for an uninsured patient to be admitted pursuant to a Self-Pay Agreement, the patient must be made aware of the Self-Pay Agreement per treatment rate and agree to pay it prior to placement. Reference: *Uninsured Patient Policy & Uninsured Patient Fee Schedule* (available on the ROPS website on the VillageWeb).

f. Documentation of a diagnosis of Acute Kidney Injury (AKI) or End Stage Kidney Disease (ESKD) in the patient's treatment orders, provided by the patient's admitting physician or Medical Director.

g. Designation of patient's attending physician of record who is actively credentialed at the facility. If patient does not have an admitting physician,

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refer to: *New Patients without an Admitting Physician Policy (COMP-DD-007).*

h. Confirmation per the facility's admissions process that there is adequate treatment space, equipment and trained staff available to provide appropriate care to the patient.

5. Prior to or within seven (7) days of **First Treatment** at any DaVita dialysis facility, the treating facility must confirm that the following records for each patient (and any such records otherwise required by applicable state regulation) are documented in formal DaVita systems and records:

   a. Two (2) forms of personal identification, in addition to the patient's insurance card, if available, 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*; and *Attachment A: Acceptable Forms of Personal Identification* for acceptable forms of personal identification;

      - 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*, and any other relevant policies.

      - 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, the facility should provide the *Affidavit of Patient Identification Attestation*, and record a copy of the Affidavit in the patient's medical record.

6. **Prior to First Treatment** at any DaVita dialysis facility, patient treatment orders must be obtained from the accepting nephrologist. The facility should **not** treat the patient without orders that have been confirmed and entered into EHR by a licensed nurse.

7. Prior to **First Treatment** at any DaVita dialysis facility, the treating facility must provide all patients, including Transfer, Visiting, and Permanent Patients, certain documents and forms to read and/or sign. These documents and forms are available to clinic teammates in DaVita's registration system and are updated from time to time. Executed versions of these documents should be

stored in DaVita's registration system. These documents and forms may include, but are not limited to:

a. Patient Rights*;

b. Patient Acknowledgement, Authorization, Assignment and Financial Responsibility Form (PAFR);

i. For new patient admissions, the PAFR must be signed and dated by the patient or the patient's Personal Representative prior to the start of the first dialysis treatment. For Transfer and Visiting patients, the DaVita facility must obtain a new PAFR if the patient's existing PAFR is signed before February 25, 2022.

ii. If a patient refuses to sign the PAFR, facility teammate should write "Refused to Sign" and file and upload the document to DaVita's registration system. Facility should continue to educate the patient on the importance of signing the PAFR and escalate any questions to PatientConsent@davita.com Facility should send an additional copy of the agreement to the patient's mailing address via certified mail. Facility should continue to treat the patient even if they refuse to sign the PAFR.

c. Patient Responsibilities and Standards of Conduct*;

d. Patient Grievance Procedure*;

e. Authorization for and Verification of Consent to Hemodialysis/Peritoneal Dialysis;

i. The patient or the patient's Personal Representative must sign, and a Registered Nurse must witness, this form prior to first treatment.

ii. Pre-PD patients do not require a consent for dialysis treatments until date of training is ordered and entered into the EMR; however, all other admission consents should be completed for Pre-PD patients prior to the provision of any Catheter Care Services (dressing changes and catheter flushes only).

iii. Pre-admission home visits do not require a consent for dialysis treatments until modality selection and training orders are entered into the EMR, however, if a credentialed physician orders a pre-admission home visit for a new DaVita patient prior to entering the patient's home for the initiation of treatment or home training, all admission consents should be

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completed.

f. HIPAA Permission to Discuss;

g. HIPAA Notice Acknowledgement form;

h. DaVita's Notice of Privacy Practices;

i. The patient or the patient's Personal Representative must sign the Notice of Acknowledgement Form attesting that the patient received DaVita's Notice of Privacy Practices (available on the Privacy Department website and VillageWeb) prior to the start of the first dialysis treatment.

i. Acknowledgement of Advance Directive;

j. Consent to e-Prescribe;

k. Dialysis Emergency Procedure;

l. HIE Opt-In;

m. Insurance Counseling Acknowledgement; and

n. Modality Options (Incenter Hemo Only); and

o. Telehealth Technologies Patient Consent (PD Only).

***** 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.

8. For **Visiting and Transfer** patients only, the facility receiving the Visiting or Transfer patient must do the following prior to first treatment:

   a. Work with DaVita's registration team to verify insurance coverage for the Visiting or Transfer patient at the receiving facility.

   b. For International Visitors that are placed via DaVita Guest Services (DGS), DGS is responsible for reviewing the Uninsured Patient Fee Schedule with the patient to determine if the patient is able to make payments per the treatment as indicated. Patient needs to submit a signed Uninsured Patient Fee Schedule and

payment for treatment prior to placement (payment can be made via a credit card link noted in ROPS *Uninsured Patient Policy*). Checks drawn on U.S. banks are also acceptable and must be received by mail or at a facility prior to placement.

c. Confirm that the patient's height and weight are documented in DaVita systems and records;

d. Confirm that the following medical records are received and recorded in DaVita systems and records (for Transfer Patients, the home facility must set up a transfer record and verify that patient information is up-to-date in DaVita's registration system):

- Copy of most recent Plan of Care including: Nursing, Dietary and Social Work Assessments;
- Copies of three (3) flowsheets within two (2) weeks of requested treatment(s);
- Monthly labs within 30 days prior to first treatment date including hematocrit, hemoglobin, URR, electrolytes:
- 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);
- Allergies;
- Access Information;
- Hospitalization Discharge Information; and
- 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 Management Plan.*

9. 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 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 (1) hour before the scheduled treatment;

c. The visiting facility agrees to treat the patient; the visiting facility has the space and resources to safely treat the patient; and.

d. Under this exception, the visiting facility must have the patient sign: Authorization and Consent for Treatment (Hemodialysis / Peritoneal Dialysis).

10. For all patients, completion of the CMS 2728 must occur within 45 days of admission, and in accordance with DaVita's Medical Staff Bylaws. The 2728 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. The CMS 2728 must be scanned into DaVita's registration system only once.

Teammates are expected to report possible violations of this policy and procedure. You may make your report to an appropriate DaVita manager or to the Corporate Compliance Hotline (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

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PURPOSE:
To establish policies and procedures for the individualized determination of patient financial need for uninsured patients for services provided by DaVita.

DEFINITIONS:
Uninsured – Patient who has been admitted to a DaVita center without a payment source for dialysis services or a permanent patient who has lost their insurance coverage.

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, non-covered services and self-pay amounts.

Patient Financial Evaluation (PFE) – Patient Financial Evaluation form utilized to determine a patient's individual financial status and ability to pay the patient's Obligation. A completed, approved PFE is an agreement between the patient and DaVita.

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)

Patient Acknowledgement, Authorization, Assignment & Financial Responsibility Form (PAFR) – Document that informs patients of their financial obligations regarding services provided to them by DaVita. The form must be signed 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 their health plan or insurance company. For new patient admissions, the PAFR must be signed and dated by the patient or the patient's Personal Representative prior to the start of the first dialysis treatment. For Transfer and Visiting Patients, the DaVita facility must obtain a new PAFR if the Patient's existing PAFR is signed before February 25, 2022.

Permanent Patient – A patient who has selected a DaVita dialysis center as his/her home center.

Household Size – All persons residing in the same household as determined by this Policy.

Household Income – income of all persons identified in Household Size.

Visiting Patient – A patient who is visiting a DaVita center and plans to return to his/her home center within 30 days. This includes patients from another DaVita clinic who has an existing PFE at their home clinic.

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 is based on the patient's household size and income 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.

The PFE applies equally to all patients, including those who are DaVita teammates, without regard to the source of primary insurance payment.

Patients who are approved for Patient Assistance via PFE are required to comply with the PFE until one of the following events occurs:

- Current PFE expires
- Insurance coverage changes(both primary or non-primary)
- Patient's household size or income changes
- Patient is no longer considered a visitor and is now permanent patient
- Patient fails to pay his or her financial obligation associated with his or her dialysis treatment and related service

Failure to satisfy any patient obligation for partial PFEs, may subject the patient to termination of the partial PFE and the requirements of the Non-Payment Discharge Policy (Clinical Policy 3-04-03) a/k/a Path to Payment.

If the PFE is retroactively approved, any payments previously made by the patient that are within that retroactive PFE approval range are not refunded.

PROCEDURE:

1. When a PFE may be offered:
   a. When Patient expresses financial hardship or difficulties to a DaVita Teammate about his or her Patient Obligation, the DaVita Teammate may offer a PFE to Patient.
      i. If Patient refuses and/or declines offer of a PFE, the Social Worker or the Insurance Counselor must inform Patient that he/she is responsible for the full amount of the Patient Obligation.
   b. For uninsured Patients in Illinois, New Jersey, and Washington state only:
      i. Uninsured patients admitted pursuant to the *State Certificate of Need (CON) or State Charity Care requirements for Admitting Uninsured ESRD and AKI Patients (IL, NJ, WA) Policy (please check the policy guidelines on the Uninsured Intranet)* must apply for PFE.
   c. For Patients within Rhode Island only:
      ii. If a Community Health Center, listed on Attachment C, refers Patient and notifies the center that 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 Patient and Patient will qualify for a full waiver PFE.
   d. PFEs are not offered to nor approved for Patients who:
      i. Have valid Self-Pay Agreement with the center.
         1) Note, if Patient has a valid Self-Pay Agreement, s/he does not qualify for PFE.
      ii. Have lapses in insurance coverage that Patient could control (*e.g.*, untimely insurance coverage renewal) 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 necessary documentation.

2. Application Requirements:
   a. Prior to applying for PFE, Patient must:
      i. Have a signed PAFR on file in order to apply for a PFE.
      ii. Apply for any available insurance prior to applying for PFE.
         1) This includes Patient making a good faith effort to obtain insurance and exhausting all payor source options that will fully insure the patient. Available insurance may include Medicaid, renal programs, and other available state financial assistance programs. See attachment *Exhausting Insurance Options for Assistance.*

2) If Patient is not eligible for Medicaid, Patient must apply for Medicaid and provide a copy of the Medicaid denial letter with the PFE application. This Medicaid denial letter must evidence what Medicaid program(s) Patient was denied.
3) Failure to apply for available coverage and/or keep that payor source may result in involuntary discharge as per *Non-Payment Discharge Policy (Clinical Policy 3-04-03).*

b. Patient must sign the PFE stating that all information provided is accurate.
   i. If Patient refuses to sign the PFE, no Patient Assistance is granted.
c. Patient must submit household size and income documentation that meets the requirements in the Documentation Requirements Section of this Policy.
   i. Patient is required to submit this documentation to the Social Worker or designee.

3. Determination for granted PFE is based on the attached Patient Assistance Scale (Addendum B).
   a. Household income and household size of Patient compared to a percentage of the federal poverty guidelines per the Patient Assistance Scale (Addendum B).
   b. If Patient qualifies for 100% assistance, deeming him/her indigent, Patient is not billed for any Patient Obligations.
   c. If Patient qualifies for partial Patient Assistance, s/he is billed for the lesser of the remaining Patient Obligation for the month of services or the Patient Assistance rate.
   d. If Patient does not qualify for Patient Assistance, s/he is billed for the remaining Patient Obligation for the month of services.

4. Once the PFE is approved:
   a. The Social Worker or Insurance Counselor are copied on the communication from ROPS on the status of the PFE and the level of PFE that has been approved to Patient.
   b. An approved PFE applies to all DaVita centers, even when Patient is a Visitor from another DaVita clinic.
      i. Note, PFEs cannot be used for visiting charges only.
   c. The designated DaVita teammate will enter the PFE approval or denial into the patient record and patient statements are calculated based on this information.
   d. An approved PFE is valid for one- year from the month of the submission, and can go retro up to 12 months from submission.
   e. The PFE is reviewed annually.

5. PFE Termination:
   a. A PFE is terminated for the following reasons:
      i. If Patient has any change in family size, household income or insurance coverage will require a new application to be submitted.
      ii. If Patient has a change in insurance coverage (both primary and/or non-primary).
      iii. If Patient has an expired PFE.
      iv. Patient who was a visitor is now a permanent patient.
      v. Patient fails to pay his or her financial obligation associated with his or her dialysis treatment and related service.
   b. Failure to satisfy any patient obligation for partial PFEs, may subject the patient to termination of the partial PFE and the requirements of DaVita's Non-Payment Discharge Policy (*Clinical Policy 3-04-03*).
6. DaVita reserves the right to deny or revoke patient assistance at its full discretion. During routine audits any PFEs found approved in error or denied in error, may be corrected and the patient and Insurance Counselor and/or Social Worker are notified.
7. This policy is not applicable when superseded by state law.

DOCUMENTATION REQUIREMENTS:

1. Patient Assistance is based on household financial status and the ability to pay after all other options for third party coverage and payment have been exhausted.
2. The Social Worker or center designee is required to document these efforts on the PFE application checklist to obtain any and all third party coverage in the patient's account record.
3. The PFE and related documentation are maintained in the patient's account record.
4. Exceptions to household and or income documentation may be requested to be reviewed by the PFE Exception committee.

Documentation for Household Size - If DaVita does not have evidence that the patient's household size is different, one person household size is assumed.

The patient must provide <u>at least one</u> of the following documents showing proof his or her household size is more than one person:

1. Federal Tax Return – No later than previous tax year and signed.
2. State Assistance Program letters which name household members.
3. Social Security Letters which name all parties in one letter.
4. Certified Marriage Licensedefaults to family size of two.

5. Documentation of state domestic partnership defaults to family size of two.

Income Verification – Any patient ***must*** provide at least one (1) of the following documents listed below:

1. Federal Income Tax Return from no later than the previous year
2. W2-form or 1099 from no later than the previous year
3. Social Security Statement of Earnings (cannot be older than the previous tax year)
4. One (1) consecutive month of paycheck stubs (within 60 days of PFE application)
5. Retirement Income (Annuity, Pension, Dividends Paid Out, Veteran's Benefits)

If a patient is unable to provide the above income verification documentation, the patient may provide the following written documentation:

- Explanation from the patient why s/he cannot apply for insurance coverage
- Explanation from the patient why s/he cannot provide proof of family size and/or income
- Notes/letters from third parties providing an explanation why the patient cannot apply for insurance coverage or provide proof of family size and/or income
    - Example third parties may include the patient's employer, religious organization (*e.g.*, church) or relatives
    - Approved third parties do not include a DaVita Teammate. Additionally, no documentation may be completed on DaVita letterhead.

PFE Approvals

1. An approved PFE is valid for one year from the month of the submission, and can go retro up to 12 months from submission.
2. The status of the PFE and the level of PFE that has been approved are communicated to the patient, Social Worker and IMT.
3. The PFE and related documentation are maintained in the patient's account record. The designated TM will enter the PFE approval or denial into the patient record and patient statements are calculated based on this information.
4. DaVita reserves the right to deny or revoke patient assistance at its full discretion. During routine audits any PFEs found approved in error or denied in error, may be corrected and the patient and IMT/SW notified.

Questions regarding this policy should be directed to the ROPS P&P Committee via TMSS ROPS P&P Request. Teammates must report all suspected or actual violations of DaVita's Code of Conduct, Compliance Policies and Procedures or applicable laws or regulations. Reports can be made to DaVita senior management, a DaVita manager, the Compliance Department (Team Quest), the Legal Department (the Justice League of DaVita) or the Compliance Hotline (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.

TITLE: NON-PAYMENT DISCHARGE POLICY (INVOLUNTARY OR VOLUNTARY FINANCIAL DISCHARGE POLICY)

PURPOSE: To establish guidance and a process to discharge when patients fail to meet the appropriate financial obligations.

DEFINITIONS:

Charity Care: For purposes of this policy, Charity Care is defined within *DaVita's Patient Financial Evaluation (PFE)Policies*, applicable state licensure laws for providing dialysis services to uninsured patients (e.g., the Certificate of Need application for the facility), or any contractual requirements to provide dialysis services to uninsured patients. Reference: *Primary Uninsured Patient Evaluation Policy (ROPS Policy)* and *Non-Primary Patient Evaluation Policy (ROPS Policy) available on the VillageWeb.*

Non-Payment Sources: Any pending insurance coverage (e.g., pending Medicaid or Medicare), insurance that does not cover dialysis services or treatment, pending charity care, (i.e., a pending PFE approval from DaVita), and non-executed Self-Pay Agreements.

Payment Source: For purposes of permanent admission to a DaVita facility, a Payment Source is any confirmed active (i.e., not pending) insurance or payor coverage or an executed Self-Pay Agreement or Multi-Payor Agreement. Examples of active insurance or payor coverage include, but are not limited to, Medicare, Medicaid, Tricare/CHAMPs, commercial insurance, or an executed SPA.

Key Points:

- Except as otherwise indicated below, DaVita may initiate an involuntary discharge if the patient does not have a Payment Source for dialysis services.
- There are circumstances, outlined below, under which this policy does not apply.
- The procedures outlined below must be documented in the patient's record.
- Timely notice must be given to the patient, the local End Stage Renal Disease (ESRD) Network, and State Survey Agency of any impending discharge.
- In the event that a patient is at risk for involuntary discharge, please refer to *Patient Behavior*

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*Agreements, 30 Day Discharge, Involuntary Discharge or Involuntary Transfer Policy (*to verify all steps are completed.

POLICY:

1. Except as otherwise provided herein, DaVita will initiate an involuntary discharge under this policy when the patient lacks a Payment Source; does not have or is not complying with the terms of a Self-Pay Agreement as outlined in the ROPS policy: *Uninsured Patient Policy*; does not qualify for financial assistance; or is not complying with the terms of the *Patient Financial Evaluation Policies.* No such discharge shall be initiated until after all applicable procedures outlined herein are followed and documented.

2. Upon admission to a DaVita facility, the appropriate teammate will inform the patient of DaVita's policies for involuntary discharge due to nonpayment, including the patient's responsibility to verify that DaVita receives reimbursement for dialysis services provided through the Patient Authorization and Financial Responsibility Form ("PAFR").

3. DaVita will make good faith efforts to help the patient resolve nonpayment issues as outlined in the Path to Payment Toolkit (available on the VillageWeb). All such efforts will be documented in the patient's medical record and in Reggie.

4. The DaVita Facility Administrator (FA) will follow all required notifications as outlined in the Path to Payment Toolkit. This will include, but is not limited to the following:
    a. Provide the patient with the Non-Payment Patient Agreement within 15 days of first date of dialysis or date that DaVita identifies patient does not have insurance covering dialysis services/treatment. This agreement will outline that the patient will have 60 days from first date of dialysis or identification of insurance not covering dialysis services/treatment to obtain a Payment Source or be in the process of securing a Payment Source (i.e., patient has applied for coverage).
    b. If a patient applies for insurance coverage and is pending coverage, the Path to Payment process is paused and the FA does not need to issue the second or third letter as outlined in the Path to Payment Toolkit.
    c. If a patient applies for insurance coverage and is denied or the application is cancelled, the patient will have 30 days to apply for another Payment Source. The FA must un-pause the Path to Payment process and issue the next letter in the Path to

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Payment Toolkit.

d. Provide a 30-day written notice to the patient of the impending discharge for nonpayment, if a Payment Source is not obtained as outlined in 4.a.
e. Provide timely notification of discharge to other applicable agencies (e.g., the ESRD Network, the State Survey Agency).
f. Designate the patient as unstable for care planning purposes and follow the policies for assessment and plan of care. Refer to *Interdisciplinary Team (IDT) Patient Assessment and Plan of Care Policy.*

5. For purposes of this Policy, a patient is designated 'unstable' for care planning purposes if the patent: lacks a Payment Source; has not complied with the steps necessary with obtaining a Payment Source; does not have or is not complying with the terms of a Self-Pay Agreement as outlined in the ROPS policies: *Uninsured Patient Policy*; or does not qualify for financial assistance under the *Patient Financial Evaluation Policies (see ROPS Primary Uninsured PFE policy).*

6. The facility's Medical Director and the patient's attending physician must be informed and sign the written discharge order. Additionally, the facility's Medical Director must approve any discharge of a patient under this Policy, in accordance with section 5 under "Procedure" below.

7. Social Worker/designee will provide the patient with a list of area dialysis facilities that may be able to accept the patient, and the patient will be allowed to choose an alternative facility. 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.

8. 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. 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.

9. This policy does not apply to patients in the following circumstances:

    a. Patients adhering to the terms of a Self-Pay Agreement consistent with the *Uninsured Patient Policy (ROPS).*

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b. Patients who have submitted or are in the process of submitting an application for third-party coverage and are pending approval of coverage.

c. Patients who dialyze in States that have charity care requirements in conflict with this discharge policy or patients who dialyze in a DaVita facility that has contractual requirements in conflict with or outside the scope of this discharge policy. In such cases, the patient is required to apply for assistance under the *Patient Financial Evaluation Policies (see ROPS Primary Uninsured PFE policy).*

d. Patients that apply and qualify for assistance under the *Patient Financial Evaluation Policies (see ROPS Primary Uninsured PFE policy.*

A patient's failure to comply with requirements of this section must be documented in the applicable systems.

PROCEDURE:

1. The appropriate ROPS teammate sends out a Patient Benefit Alert (PBA) when Admissions or Insurance Management Team (IMT) teammate determines that there is no verified Payment Source.

2. Verify with Insurance Management Team (IMT) that the patient is not pending coverage which will reimburse for dialysis service.

3. The FA must refer to and follow the procedure in the Path to Payment Toolkit.

4. Local Operators (Regional Operations Director [ROD] or FA) will provide written notice to the Medical Director and patient's attending physician of the impending discharge. This can be in the form of a governing body meeting and any written notice must be filed in the patient's medical record.

5. Medical Director and attending physician must sign a discharge order, which should be filed in the patient's medical record. Additionally, the facility's Medical Director must approve any discharge of a patient under this policy. Any patient who is not approved for discharge under this policy by the Medical Director must have documentation of the reason for not discharging the patient within the patient's medical record and applicable systems.

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6. The FA will designate the patient as unstable for care planning purposes and follow policy for assessment and plan of care.

7. Local Operators will inform the local ESRD Network of potential discharge (check with the local Network for required forms).

8. The FA and ROD will also notify the State Survey Agency of discharge and provide any requested documents.

9. The FA issues the discharge notice to patient at least 30 days prior to the discharge date:
    a. Hand deliver letter to the patient
    b. Provide copies of the letter to:
        i. Medical Director (email);
        ii. Patient's attending physician (email);
        iii. Group General Counsel's Office for the Group (email); and
        iv. ESRD Network (fax, do NOT email).

10. The FA, Social Worker and the Insurance Management Team will continue to work with the patient through the notice period in an attempt to secure a Payment Source. All efforts will be documented in the patient's medical record.

11. If the DaVita Facility and patient are unable to locate an accepting facility, FA must verify that the patient is given appropriate clinical information and a list of nearby care facilities to access when needed. Good faith attempts to place the patient at another facility and all responses to such attempts shall be documented in the appropriate systems.

12. The discharge date will be entered in internal and CMS-required systems as the date of the last treatment.

13. If the patient is not approved for discharge after the above steps are followed, the FA, Social Worker and the Insurance Management Team will continue to work with the patient in an attempt to secure a Payment Source. The FA shall document the reason for not discharging the patient in the patient's medical record.

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TITLE: PATIENT RIGHTS AND PATIENT'S STANDARDS OF CONDUCT, RESPONSIBILITIES, AND FACILITY RULES

PURPOSE: To fully inform and educate patients regarding the rights to which they are entitled as well as the responsibilities incumbent upon them as patients within all DaVita facilities.

POLICY:

1. Upon admission of a patient, an appropriate teammate will:
    - Give the patient (or legal guardian) copies of the *Patient's Rights* and the *Patient's Standards of Conduct, Responsibilities, and Facility Rules*;
    - Rights and responsibilities will be presented in a way that the patient will understand;
    - Review and explain the statements as necessary with the patient;
    - Give the patient the opportunity to ask questions;
    - After review with the patient and/or legal guardian, obtain the patient's (legal guardian's) signatures on the *Patient's Rights* and *Patient's Standards of Conduct, Responsibilities, and Facility Rules;*
    - Verify that the signed copies of *Patient's Rights* and *Patient's Standards of Conduct, Responsibilities, and Facility Rules* are placed in the patient's medical record; witnessed by an appropriate teammate; and
    - Verify that the patient is given a signed copy of the *Patient's Rights* and the *Patient's Standards of Conduct, Responsibilities, and Facility Rules*.

2. Upon admission, the patient and/or legal guardian will be provided with written information regarding the following:
    - Name of his/her attending physician;
    - Facility normal operating hours;
    - Means to contact the facility during normal operating hours; and
    - Means to contact physician and obtain medical assistance after facility normal hours of operation.

3. Upon admission, the patient and/or personal representative provides DaVita with true, correct, and valid identification, demographic and insurance coverage information.

4. The facility will prominently display a copy of the patient rights in the facility, including the current State agency and ESRD Network mailing addresses and telephone complaint numbers.

NOTE: The *Patient's Rights* is attachment A of this policy. *Patient's Standards of Conduct, Responsibilities, and Facility Rules* is attachment B of this policy.

Origination Date: March 2008
Revision Date: September 2008, December 2008, September 2016, October 2021

TITLE: PATIENT'S RIGHTS

YOUR RIGHTS AS A PATIENT:

As a DaVita patient I understand I am entitled to the following:

1. To be fully informed of my rights (including privacy rights), responsibilities and all rules governing conduct related to patient care, services and financial policies/responsibilities.
2. To be accepted for admission without regard to national origin or sponsor, race, age, sex, religion, disability, payer, sexual orientation, marital status, or other factors unrelated to the provision of appropriate medical care.
3. To be treated with (i) respect, dignity, and recognition of my individuality, choices, strengths, abilities, cultural values, religious beliefs and personal needs, to the extent possible during treatment;, and (ii) sensitivity to my psychological needs and ability to cope with ESRD.
4. The right to privacy and confidentiality in all aspects of treatment. The dialysis facility will make accommodations to provide for patient privacy when patients are examined or body exposure is required, for example privacy screens or curtains.
5. To be free from abuse, neglect, exploitation, coercion, manipulation, sexual abuse, sexual assault, seclusion, or restraint (if not necessary to prevent harm to myself or others), or misappropriation of my personal property by the facility's teammates.
6. To receive adequate, safe, sanitary, and efficient dialysis treatment and respectful care by competent personnel in a comfortable environment.
7. To receive all information in a way that I can understand.
8. To receive assistance from a family member, representative or other individual in understanding, protecting and/or exercising my rights.
9. To be fully informed of all services available in the facility and charges not covered under Medicare or other health insurance, as applicable.
10. Upon request, to receive any information which the facility has available relative to financial assistance and free health care.
11. To be fully informed of my right to execute an advance directive and of DaVita's policy that properly executed and documented advance directives will be honored and carried out in DaVita facilities.
12. The right to choose and to change physician and/or treatment facility provided that the new physician and/or facility can reasonably accommodate me. I am advised to confirm that the facility under consideration has been certified by Medicare.

13. To know who my primary physician is, and to participate with my primary physician in planning my care.
14. To know the names, professional status, and experience of the staff who are providing and coordinating my care and treatment.
15. Upon request, to obtain an explanation as to the relationship, if any, of the facility to any other health care facility or educational institutions insofar as that relationship relates to my care or treatment.
16. To receive a full explanation by my physician/allied health professional of the nature of my medical status and the necessity for recommended treatment/appointment(s), including the risks, side effects, expected outcomes, and other treatment/appointment options before giving consent to or refusing treatment/appointment.
17. To expect and receive appropriate assessment, management and treatment of pain as an integral component of my care.
18. To receive a full explanation of facility policies regarding patient care including, but not limited to, certain policies about infectious diseases that may require me to be dialyzed in a separate space from other patients and policies about visitors and socialization within the facility .
19. To be fully informed about all treatment modalities, including but not limited to, transplantation, home dialysis (home hemodialysis, intermittent peritoneal dialysis, continuous ambulatory peritoneal dialysis, continuous cycling peritoneal dialysis), in-facility hemodialysis, in-facility nocturnal hemodialysis, hospice, and the option of no treatment.
20. To receive resource information for dialysis modalities not offered by the facility, including information about alternative scheduling options for working patients.
21. To be advised of research studies that affect my care and give my informed, written consent to participate in such research or refuse to participate.
22. To be informed about whether the facility is participating in any teaching programs and to refuse to allow their participation in my treatment.
23. To be transferred or discharged only for medical reasons, for my own welfare or that of other patients, or for nonpayment of fees. If I am discharged for these reasons, I will be given advance written notice of 30 days unless the reason involves issues of immediate safety to other patients or teammates. These actions may result in an immediate discharge. Prior to discharge for non-payment, DaVita will make good faith efforts to help me resolve any payment issues. I understand that any such discharge for my nonpayment will be pursuant to the requirements set forth in applicable DaVita policies, regulatory requirements, and ESRD network requirements. I understand that DaVita also may initiate involuntary discharge, or may transfer me to another facility, if (i) the Facility ceases to operate, (ii) my insurance coverage with the Facility is out-of-network. Other reasons for involuntary discharge may include failure to comply with items in the *Patient's Standards*

of Conduct, Responsibilities and Facility Rules, and *Patient Authorization & Financial Responsibility* 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:
_____

TITLE: PATIENT'S STANDARDS OF CONDUCT, RESPONSIBILITIES AND FACILITY RULES

PURPOSE:

The purpose of this form is to acknowledge that as a DaVita patient, I must comply with the following responsibilities to myself, the facility, the DaVita teammates and my fellow patients. I am also responsible for adhering to the Facility Rules. Failure to comply with the Patient's Standards of Conduct, Responsibilities, and Facility Rules may result in consequences.

Please read the following statements carefully.

Patient's Standards of Conduct and Responsibilities:

1. I choose to receive dialysis services through the listed facility or one of its subsidiaries or affiliates, the legal entity that is the owner and/or licensee of the facility, and those acting on any of their behalf (collectively, "DaVita").
2. I have the responsibility and right to choose and change my health care service providers, including dialysis service provider, at any time.
3. I have the responsibility to comply with the DaVita financial policies and am required to sign the Patient Acknowledgement, Authorization and Financial Responsibility Form.
4. I have the responsibility to provide DaVita with accurate identification, demographic information and insurance coverage information upon registration with DaVita and throughout the course of receiving treatment from DaVita.
5. I have the responsibility to cooperate with the Social Worker and keep him or her updated with changes to my name, residential address, insurance or financial status, employment, changes in my family/support system, and other changes that may affect my healthcare and ability to meet my financial obligations for services received from DaVita. I will notify DaVita as soon as possible, but no later than two (2) business days after any such change.
6. I am responsible for coming to treatments as scheduled and arriving on time. If I need to change my scheduled treatment time, I must notify the Facility Administrator during normal business hours and no later than two (2) hours prior to my scheduled treatment and the change must be approved by the Facility Administrator. Change in duration or frequency of treatments must be approved by my attending physician.
7. I have the responsibility to follow the directions of the charge nurse while in the facility.
8. If I submit an Advance Directive, I am responsible for immediately notifying my attending physician, the nurse responsible for my clinical care and/or my Social Worker if I want to change my Advance Directive in any way.
9. I have the responsibility to adhere to all aspects of my dialysis treatment as prescribed by my physician. If I disagree with the prescription or desire that changes be made, I must

discuss it with my attending physician. My physician is the only one who can order these changes.

10. I am responsible for my own transportation.
11. I am responsible for treating other patients, visitors and facility teammates with consideration and respect. I will not engage in any behavior that endangers, threatens or harms others, or use profanity.
12. I am responsible for treating other patients' information as confidential.
13. As an integral part of my healthcare team, I am responsible for participating in the care planning process to the extent I'm reasonably able.
14. I am responsible for making child care arrangements so that children are not brought to the dialysis facility without supervision.
15. I am responsible for telling my healthcare team if I have experienced any health problems between treatments, have seen a physician or have been given new medications and/or had old medications changed.
16. Between treatments, I am responsible for following the directions from my healthcare team that are intended to prevent health problems.
17. I am responsible for complying with laundering instructions provided by the facility when laundering personal clothing and linens.
18. I am responsible for following the facility infection control and safety policies (e.g., hand washing) at all times, but particularly when entering the facility, prior to initiation of treatment in the facility, and prior to exiting the facility.
19. If I am receiving hemodialysis, this also includes verifying that my vascular access site, blood line connections, and face[1] are visible at all times while receiving treatment.

Facility Rules:

1. No weapons, alcohol or illegal drugs of any type are allowed in the dialysis facility. I may not come to the facility intoxicated or under the influence of drugs.
2. No smoking, e-cigarettes, chewing tobacco, or vaporizers are allowed in the facility.
3. No routine oral medications will be provided. I may bring these from home however I must tell the staff when I take any medication in the dialysis facility because some medications can cause complications during dialysis.
4. Phones (if available) must be shared among all patients. Please be considerate and pass along the phone if requested after five (5) minutes.
5. Visitors are allowed in the treatment/appointment area only by permission of the nurse in charge. Visitors will be offered use of appropriate Personal Protective Equipment as deemed necessary.
6. DaVita is not responsible for lost or stolen articles.
7. Shoes must be worn at all times while in the facility.

[1] Note that head coverings do not violate this requirement.

8. Young children will not be allowed in the treatment/appointment area, except under special circumstances as determined by the nurse responsible for clinical care. In addition, children cannot be left in the waiting area without adult supervision.
9. Eating is permitted during treatment/appointment at the discretion of the Facility Administrator/designee where medically indicated or as per state/Network requirements.
10. Video recording, live streaming, capturing still photos or audio recordings of patients and staff members is prohibited in the treatment area.
11. Patient owned devices are the responsibility of the patient. DaVita assumes no liability or responsibility.
12. No acts or threats of violence by anyone on DaVita premises is tolerated
13. No verbal, physical, or visual intimidation or harassment is tolerated
14. Everyone is responsible for immediately reporting acts or threats of violence, intimidation, or harassment. These reports should be given to the nurse responsible for clinical care or other DaVita teammates as appropriate (i.e. Social Worker or Facility Administrator).

Potential consequences for failing to comply:

I understand I must comply with all stated Patient's Standards of Conduct, Responsibilities and Facility Rules. My failure to comply may have serious consequences, including, but not limited to: physical side effects, loss of privileges, and temporary or permanent dismissal from the facility. If I behave in a way that violates these Patient's Standards of Conduct, Responsibilities and Facility Rules, the administrator, physician or regional director, as applicable, will discuss the behavior with me. Should I continue to behave in a way that is detrimental to the proper functioning of the facility, the interdisciplinary team, with the guidance of the ESRD Network, will follow a progressive behavioral management process up to and including potential involuntary discharge.

I agree to abide by the Patient's Standards of Conduct, Responsibilities, and Facility Rules at all times while registered as a patient with this facility.

I hereby acknowledge that I have read and understand the above. I have asked whatever questions I have regarding the Patient's Standards of Conduct, Responsibilities, and Facility Rules and, if I have further questions, I will ask them.

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 electronic health 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.

Origination Date: September 2007
Revision Date: September 2008, September 2009, March 2010, December 2012, September 2015, May 2017, April 2020, October 2023

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 electronic health 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 locate 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 electronic health 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 electronic health 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 electronic health 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 electronic health 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.

Discharge Date for all the Above Scenarios

21. For all referenced scenarios above, the discharge date will be entered in internal and CMS required systems as the date of the last treatment.

Origination Date: September 2007
Revision Date: September 2008, September 2009, March 2010, December 2012, September 2015, May 2017, April 2020, October 2023

Appendix 15

Lease

Agreement

0651.101 MASTER LEASE 110904
File: _____

Imaged: _____

LEASE AGREEMENT

BY AND BETWEEN

N.W.C.H. INVESTMENT PROPERTIES, LLC,
a Washington limited liability company
("LESSOR")

AND

TOTAL RENAL CARE, INC., a California corporation **("LESSEE")**

Dated: November 9, 2004

Referral Source "NO" per par. 27c

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THIS LEASE AGREEMENT, made and entered into this 9th day of November, 2004 by and between **N.W.C.H. Investment Properties, LLC,** a Washington limited liability company ("Lessor"), and **Total Renal Care, Inc.,** a California corporation ("Lessee").

W I T N E S S E T H:

WHEREAS, Lessor desires to demise, lease and rent unto Lessee, and Lessee desires to rent and lease from Lessor, that certain 8,900 square foot building to be constructed by Lessor to Lessee's specifications (the "Premises") on real property that is a part of the Brooklake Village Shopping Center (the "Shopping Center") in Federal Way, Washington, which is described on Exhibit A attached hereto (the "Property"). A Site Plan of the Property showing the location of the Premises in the Shopping Center is attached hereto as Exhibit B. A floor plan of the one-story building, which has been approved by Lessee, is attached hereto as Exhibit C.

WHEREAS, Lessee currently leases 5,559 square feet of office in the Shopping Center pursuant to the terms of a Brooklake Village Lease dated June 17, 1992, as amended by amendment, dated January 13, 1993, Amendment 2 dated January 14, 1993, Amendment 3 dated February 8, 1993, Amendment 4 dated May 13, 1993, and Amendment to Lease – Renewal Expansion dated May 20, 1997 (collectively the "Existing Lease"). The lessor's interest in the Existing Lease was transferred and assigned to Lessor by Assignment of Lease dated March 20, 1999. It is the intent of the parties that upon the occupancy of the Premises by Lessee the Existing Lease will terminate.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained, the parties agree as follows:

1. Premises. Lessor does hereby demise, lease and rent to Lessee, and Lessee does hereby rent and lease from Lessor, upon and subject to the terms, covenants, provisions and conditions of this Lease, the Premises. Such lease of the Premises includes without limitation, use of all heating, venting, air conditioning, mechanical, electrical, and plumbing systems, roofs, walls, foundations, fixtures, and the exclusive use of twenty seven (27) parking spaces in the immediate vicinity of the main entrance to the Premises to be designated by Lessor. In addition, Lessor shall grant Lessee the right to use a designated area of the roof of the Premises for the purpose of installing and maintaining a satellite dish.

2. Term. This Lease shall be effective upon its full execution and delivery by Lessor and Lessee (the "Effective Date"). The term (the "Term") of the Lease shall commence upon the earlier of: (a) 150 days after completion of the Lessor improvements described in Exhibit F attached hereto (the "Lessor Improvements") and the delivery of possession of the Premises to Lessee (the "Delivery Date") or (b) Lessee's opening for business in the Premises. (The date of commencement being hereinafter referred to as the "Commencement Date"). The Term shall expire (unless renewed, extended or earlier terminated as provided herein) on the day preceding the tenth (10^{th}) anniversary of the Commencement Date (the "Termination Date"). Each twelve (12) month period beginning on the Commencement Date or any anniversary thereof shall

hereinafter be called a "Lease Year." When the Commencement Date and Expiration Date have been ascertained, the parties shall immediately execute a memorandum confirming the term of this Lease in the form and content as set forth in Exhibit E attached hereto.

3. Lessor Improvements and Delivery of Premises. Within ten (10) days of the execution of this Lease Lessor shall file with the City of Federal Way a master land use application for construction of the Premises. The application shall include the Building Floor Plan attached hereto as Exhibit C. Lessor shall diligently prosecute the application in order to obtain a building permit as soon as possible. Within one hundred eighty (180) days of the issuance of the building permit Lessor shall complete all Lessor Improvements set forth in Exhibit F attached hereto and deliver possession of the Premises to Lessee. The Premises shall be delivered to Lessee free of debris and in broom swept condition with all final approvals of Lessor's Improvements by the appropriate governmental authorities and with all building systems in good working order. If Lessor fails to deliver the Premises to Lessee in accordance with the requirements set forth in this Section 3, Lessee may elect to terminate the Lease by written notice to Lessor. If Lessor is not able to obtain a building permit within six (6) months of the execution of this Lease, either party may elect to terminate this Lease by written notice to the other party.

4. Early Possession. Provided that Lessee has obtained the insurance required by Section 20(a), Lessee shall be entitled to occupy the Premises on the Delivery Date for the purpose of designing and constructing the Lessee improvements described in Exhibit D attached hereto (the "Lessee Improvements") and installing Lessee's fixtures and equipment. Lessee shall have no obligation to pay Rent during the period of such early possession, but all other terms of this Lease (including but not limited to Lessee's obligations to pay Lessee's Proportionate Share of common area Operating Expenses, real property taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such early possession shall not affect the Commencement Date or Termination Date.

5. Rent. (a) Beginning on the Commencement Date, Lessee covenants and agrees to pay an initial annual base rent ("Rent") of One Hundred Eighty Six Thousand Nine Hundred Dollars ($186,900) in equal monthly installments of Fifteen Thousand Five Hundred Seventy Five Dollars ($15,575). Said monthly installments are payable in advance on the first day of each calendar month and shall be prorated for any partial calendar month in which the Commencement Date or Termination Date shall occur. Beginning on the sixth (6^{th}) anniversary of the Commencement Date, the Rent shall be adjusted in accordance with Section 6 hereinbelow. All amounts (unless otherwise provided herein) other than the Rent and the adjustments thereto described in Section 5 hereof owed by Lessee to Lessor hereunder shall be deemed additional rent. Any installment of Rent or additional rent that is not paid within ten (10) days of the date on which it is due shall incur a late charge of five percent (5%).

(b) The Rent for years one (1) through five (5) following the Commencement Date shall be based on a $21.00 per rentable square foot per year. The actual square footage for the Premises will be determined by space planning and programming with all measurements

computed in accordance with BOMA method of floor measurement. Lessor or Lessee may elect to have the square footage of the Premises measured prior to the Commencement Date. The Rent provided for in Section 5(a) assumes that the rentable area of the Premises is 8,900 square feet. If the actual square footage of the Premises is more or less than 8,900 square feet the Rent shall be increased or decreased correspondingly, provided that in no event shall Rent for years one (1) through (5) exceed One Hundred Eighty Nine Thousand Dollars ($189,000) per year regardless of the square footage of the Premises.

(c) Except as otherwise provided in this Lease, it is the intention of the parties that the Lessor shall receive the Rent, additional rent, 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). Lessee shall, however, be under no obligation to pay principal or interest on any mortgage on the fee of the Premises, any franchise or income tax payable by the Lessor or any other tax is imposed upon or measured by Lessor's income or profits, or any gift, inheritance, transfer, estate, or succession tax by reason of any present or future law which may be enacted during the Term of this Lease.

6. Rent Adjustments. (a) On the sixth (6^{th}) anniversary of the Commencement Date, the Rent shall be increased by $2.00 per year per rentable square foot of the Premises over the Rent for the prior Lease Year. The Rent for years six (6) through ten (10) shall be based on a $23.00 per rentable square foot per year.

7. Options To Extend. (a) Lessee shall have three (3) consecutive options to extend the Lease Term for a period of five (5) years each (each a "Renewal Term"). Lessee shall exercise an option to extend the Term by notifying Lessor in writing not less than one hundred eighty (180) days before the expiration of initial Term or the then-applicable Renewal Term of Lessee's intention to exercise its option to extend. In the event that Lessee 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 that (i) the Rent shall be adjusted pursuant to subsection (b) below, and (ii) "Term" shall be construed to include, when applicable, the Renewal Term. Failure to exercise any one (1) option to extend shall terminate the remaining option(s).

(b) The Rent for each Renewal Term shall be one hundred and ten percent (110%) of the Rent payable during the Lease Year immediately preceding the start of the Renewal Term.

8. Condition of Premises. Lessor warrants to Lessee for a period of one (1) year after the Commencement Date that the systems and equipment a constructed or installed by Lessor as part of the Lessor Improvements shall be in good order and condition, ordinary wear and tear excepted. Lessee shall give written notice to Lessor within such one (1) year period of any condition with such systems and equipment of the Premises which Lessee reasonably determines to be defective or other than as represented by Lessor herein. Lessor will, upon receipt of such notice from Lessee, repair such defective condition at Lessor's cost and expense.

9. Use of Premises. (a) Lessee may occupy and use the Premises during the Term for purpose of the operation of a dialysis facility and related medical and business offices. All other uses shall require the prior written consent of Lessor which shall not be unreasonably withheld, conditioned or delayed. 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 access to the Premises and may operate its facility twenty four (24) hours per day, seven (7) days per week, three hundred sixty five (365) days per year.

(b) Lessor represents and warrants that (i) to the best of Lessor's knowledge, the Premises may be used by Lessee as a dialysis facility and related medical and business offices under all federal, state and local laws, ordinances, rules and regulations applicable to the Premises ("Laws") including, without limitation, zoning Laws; and (ii) such uses are not prohibited by any existing superior lease and mortgage affecting the Premises.

(c) Lessor agrees that it will not lease or permit the leasing, subleasing or assignment of a lease of any premises owned or controlled by Lessor for operation of a renal dialysis facility within a radius of five (5) miles of the Premises.

(d) If at any time after the Commencement Date the use of the Premises as a dialysis facility becomes illegal for any reason not wholly or partially attributable to any act or omission of Lessee, or Lessee's officers, directors, employees, or agents, then notwithstanding any other permitted uses, Lessee may terminate this Lease by giving Lessor at least thirty (30) days prior written notice of early termination to Lessor. To be effective such notice must be given within thirty (30) days of the date that use of the Premises as a dialysis facility first became illegal. Thereafter, neither party shall have any obligations hereunder after the date of early termination established by Lessee's notice except those obligations which expressly survive the termination of this Lease.

10. Assignment/Subletting. (a) 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.

(b) Lessor shall not have the right to recapture any sublease or assignment space. Lessor's denial of Lessee's request for a sublease or assignment must be predicated upon a "commercially reasonable basis". Lessee shall retain any net profits paid in connection with a sublease or assignment in excess of Lessee's Rent obligations hereunder.

(c) Any assignment or subletting shall not release Lessee of its liability under this Lease nor permit any subsequent assignment, subletting or other prohibited act, unless specifically provided in such consent.

(d) Notwithstanding the foregoing, Lessor's consent is not required for Lessee to assign or otherwise transfer (by operation of law or otherwise) this Lease or any of its rights hereunder: (i) to any person, corporation, partnership or other entity which acquires all or substantially all of the business or assets of Lessee or stock in Lessee; or (ii) to any person, corporation, partnership or other entity which controls, is controlled by or is under common control with Lessee; or (iii) to any affiliate (as defined in Rule 501 of Regulation D under the Federal Securities Act of 1933 ('Affiliate')) of Lessee. Lessee and Lessee's transferee or assignee shall provide notice of any transfer or assignment described in (i), (ii), or (iii) hereof and a copy of the transfer or assignment agreement not less than fifteen (15) days prior to the effective date of such transfer or assignment unless otherwise required by law.

(e) Lessor hereby consents to a collateral assignment or mortgage of this Lease by Lessee to Lessee's lender, provided, however, Lessee shall be and remain liable for the performance of its obligations under this Lease.

11. Operating Expenses.

(a) Lessee shall pay all real estate taxes levied on the Premises, all insurance premiums for the Premises, and all maintenance expenses of the Premises. In addition, Lessee shall pay "Lessee's Proportionate Share" (as defined herein) of all real estate taxes assessed against the land included in the Shopping Center, the premiums for Lessor's commercial general liability insurance policy covering the Shopping Center, and the expenses of maintaining and operating the parking areas, driveways, sidewalks and landscaped areas (the "common areas") of the Shopping Center (collectively, the "CAM Charges") in advance, in equal monthly installments, concurrently with the payment of Rent. Lessee's monthly payments shall be based on Lessor's estimate of the taxes, insurance premiums, building maintenance expenses, and CAM Charges for the applicable calendar year, which estimate may be revised by Lessor from time to time. For reference purposes, taxes, insurance premiums, building maintenance expenses, and CAM Charges are collectively referred to as the "Operating Expenses". Promptly after the actual Operating Expenses for a calendar year are determined by Lessor, Lessor shall provide Lessee with a statement of such actual Operating Expenses for such calendar year and Lessee, within thirty (30) days, shall pay to Lessor any deficiency shown on such statement, which obligation shall survive the expiration or termination of this Lease. If such Statement shows an over payment 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 thirty (30) days of the end of the Term.

(b) "Lessee's Proportionate Share" is the quotient obtained by dividing the rentable area of the Premises by the rentable area of all building in the Shopping Center

including the Premises. Assuming that the Premises will have 8,900 square feet, Lessee's Proportionate Share as of the Commencement Date will be 23.68 percent. Lessee's Proportionate Share shall be adjusted in the event the Premises rentable area is more or less than 8,900 square feet or the Shopping Center's rentable area increases or decreases at any time. Lessor represents that the Shopping Center's rentable area has been determined without reference to whether such area is actually leased or occupied.

(c) Lessee may contest the amount or validity of any imposition described in this Section 11 by appropriate proceedings. However, Lessee shall promptly pay such imposition unless such proceedings shall operate to prevent or stay the collection of the imposition so contested. Lessor, at Lessee's sole expense, shall join in any such contestation proceedings if any Law shall so require.

(d) 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.

(e) Notwithstanding the foregoing, the term "Operating Expenses" does not include the following:

(i) depreciation;

(ii) interest on and amortization of debt;

(iii) the cost of leasehold improvements, including redecorating work, for other lessees of the Shopping Center;

(iv) fees and expenses (including legal and brokerage fees) for procuring new lessees for the Shopping Center or settling disputes with lessees of the Building;

(v) costs incurred in connection with the transfer of direct or indirect ownership interests in Lessor or the Premises or the Shopping Center;

(vi) costs incurred in financing or refinancing the Premises or the Shopping Center;

(vii) 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;

(viii) the cost of any repair or replacement which would be required to be capitalized under generally accepted accounting principles, including without limitation the

cost of leasing any equipment or materials, which cost would be so capitalized if the equipment or materials were purchased, not leased;

(ix) the cost 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;

(x) ground rent;

(xi) wages, salaries or other compensation paid to any employees at or below the grade of Building manager, or the, salaries or other compensation paid to employees above such grade;

(xii) wages, salaries or other compensation paid for clerks or attendants in concessions or newsstands operated by Lessor or an affiliate of Lessor;

(xiii) the cost of correcting defects (latent or otherwise) in the construction of the Premises or in the building equipment, except that conditions (other than construction defects) resulting from ordinary wear and tear shall not be considered defects for purposes hereof;

(xiv) the cost of installing, operating and maintaining any specialty service (e.g., observatory, broadcasting facility, luncheon club, retail stores, newsstands or recreational club);

(xv) any costs representing an amount paid to an entity related to Lessor which is in excess of the amount which would have been paid absent such relationship;

(xvi) any expenses for repairs or maintenance to the extent covered by warranties or service contracts;

(xvii) any type of utility service which is separately metered to or separately charged or paid by Lessee or any other lessee in the Premises or Shopping Center, including, without limitation, water and sewer charges, charges for fuel oil or gas, and the cost of electricity, air conditioning, heat or ventilation;

(xviii) the cost of any environmental remediation for which Lessor is responsible under Section 14 of this Lease;

(xix) if the Premises are located on the ground floor of the building, any costs related to elevators in the building, including without limitation costs of operating, repairing, maintaining and insuring the same; and

(xx) any fee or other expenditure in excess of the amount which would be paid in an arms-length transaction for materials or services of comparable quality, if such materials or services are purchased from an affiliate of Lessor.

(f) Lessor shall keep and maintain books and records of Operating Expenses for each Lease year, in reasonable detail, at the Shopping Center. Lessee and Lessee's agents and accountants shall have the right, upon fifteen (15) business days' prior notice, to examine the same for the current Lease year and two (2) prior Lease years during normal business hours for the purpose of verifying Lessor's calculation of Operating Expenses and Lessee's Proportionate Share of Operating Expenses.

(g) If any objection regarding Operating Expenses shall not have been settled by agreement within sixty (60) days after notice of such objection by Lessee, either party may submit the dispute to arbitration. The party requesting arbitration shall do so by giving notice to that effect to the other party, and to the American Arbitration Association (or any organization successor thereto). The arbitration shall be conducted in Federal Way, Washington in accordance with the then prevailing commercial arbitration rules of the American Arbitration Association (or any organization successor thereto). There shall be a single arbitrator who shall have had at least ten (10) years experience in the management of first-class office buildings in Federal Way. In rendering such decision and award, the arbitrator shall not add to, subtract from or otherwise modify the provisions of this Lease nor shall the arbitrator have any power to make an award of reformation and the jurisdiction of the arbitrator is hereby expressly limited accordingly. The arbitrator shall be obligated to render his/her decision within thirty (30) days of the conclusion of the arbitration hearing. All the expenses of the arbitration shall be borne by the parties equally. Each party shall bear the expense of its own counsel, experts and preparation and presentation of proof.

(h) If Lessor agrees or if it is determined by arbitration that Lessor overcharged Lessee by more than five percent (5%) for any calendar year, Lessor shall pay the reasonable cost of Lessee's examination of Lessor's books and records of Operating Expenses, with interest on the amount(s) of the overcharge at eight percent (8%) per annum from the date paid by Lessee until the date refunded by Lessor to Lessee.

(i) The term "Operating Expenses" may include an administrative/overhead charge which shall not exceed five percent (5%) of the all other Operating Expenses.

12. Utilities. Lessee shall pay for all utilities and other services used in the operation of the Premises, including but not be limited to, gas, fuel oil, electrical, water, sewer, telephone and other utility charges. Lessor shall provide separate meters for all utilities, including gas, water and electricity, prior to the Commencement Date at Lessor's sole cost and expense.

13. Alterations/Signage/Roof Rights. (a) Except as provided herein, Lessee shall not make any alterations, or additions or leasehold improvements to the Premises ("Alterations") without Lessor's prior written consent in each and every instance, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessee shall have the right to make non-structural Alterations to the Premises which do not exceed in cost Fifty Thousand Dollars ($50,000.00) in the aggregate during each Lease Year, without Lessor's

consent. All furniture, removable trade fixtures, equipment and personal property ("Fixtures") installed or located on or in the Premises shall remain the property of Lessee and may be removed by Lessee at the end of the Term provided that Lessee repairs any and all damage caused by the removal of the foregoing. All Alterations and other tenant 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.

(b) Lessee shall have the right to install and affix Lessee's standard signage on the exterior of the Premises in accordance with the rules and regulations of the Premises. A monument sign near the Premises shall be permitted provided that it does not reduce the area of the signage available to Lessor on its monument signs at the entrances to the Shopping Center. All such signs shall comply with all applicable zoning Laws and shall be subject to City of Federal Way permits and Lessor's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed.

(c) Lessee shall have the right to use a designated area of the roof of the Premises for the purpose of installing and maintaining a satellite dish and the right to use and/or add utility conduits necessary for the operation of the satellite dish. Lessee shall pay for the installation, maintenance, repairs, and removal of the satellite dish and any ancillary equipment or fixtures. Lessee shall also repair and restore any damage to the roof caused by such installation, maintenance, repair, or removal of the satellite dish.

(d) 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, and personal property, 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.

14. Environmental. (a) Lessee shall not cause or permit any hazardous or toxic substances, materials or waste, including, without limitation, medical waste and asbestos ("Hazardous Substances") to be used, generated, stored or disposed of in, on or under, or transported to or from the Premises unless such Hazardous Substances are reasonably necessary for Lessee's business conducted in the Premises; provided, however, Lessee shall at all times and in all material respects comply with all local, state, and federal laws, ordinances, rules, regulations and orders, whether now in existence or hereafter adopted relating to Hazardous Substances or otherwise pertaining to the environment (the "Environmental Laws") and further provided that Lessee shall periodically cause to be removed from the Premises such Hazardous Substances placed thereon by Lessee or Lessee's agents, servants, employees, guests, invitees and/or independent contractors in accordance with good business practices, such removal to be performed by persons or entities duly qualified to handle and dispose of Hazardous Substances. Without limiting the generality of the foregoing, Lessor acknowledges that the following Hazardous Substances, among others, are required for Lessee's business operations: bleach, cidex, hibiclena, metrocide, hydrogen peroxide, and formaldehyde. Upon the expiration or earlier termination of this Lease, Lessee shall cause all Hazardous Substances placed on the

Premises by Lessee to be removed, at Lessee's cost and expense, from the Premises and disposed of in strict accordance with the Environmental Laws.

(b) 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 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 of any Hazardous Substances in or about the Premises; (c) Lessee's use, storage, transportation, generation, disposal, release or discharge of Hazardous Substances, in, on, under or about the Premises; or (d) Lessee's failure to comply with any Environmental Law after the Delivery Date.

(c) 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 of any Hazardous Substances in, on, under, or about the Premises that existed prior to the Possession Date; (b) any discharge or release of any Hazardous Substance in or from the Premises by Lessor, or its agents, servants, employees, guests, invitees and/or independent contractors; (c) Lessor's use, storage, transportation, generation, disposal, release or discharge of Hazardous Substances, in, on, under, about or from the Premises; (d) Lessor's failure to comply with any Environmental Law; or (e) any Hazardous Substances in or about the Premises not due to any act or omission of Lessee or its agents, servants, employees, guests, invitees and/or independent contractors. Lessor agrees to remediate at Lessor's expense any condition described in (a) through (e) of the previous sentence.

(d) Lessor represents and warrants to Lessee that (i) to the best of Lessor's knowledge, there are no Hazardous Substances on the Premises, including asbestos or mold, and (ii) Lessor has received no notice from any governmental or private entity relating to Hazardous Substances on the Premises. Lessor hereby covenants and agrees that if Lessee discovers mold at the Premises which has been caused by anything other than Lessee's acts or omissions, Lessor shall, upon written notice from Lessee, immediately remediate the mold. If Lessor shall not commence such remediation within fifteen (15) days following written notice from Lessee and Lessee determines in Lessee's sole discretion that such remediation is necessary for the safety of Lessee's patients and employees, Lessee may, at its option, cause such remediation work to be performed at Lessor's cost and expense and Lessee shall furnish Lessor with a written statement of costs of the remediation work. Lessor shall reimburse Lessee for the cost of such remediation work plus a service charge equal to ten percent (10%) of such cost, within twenty (20) days of the date of the statement from Lessee setting forth the amount due. Should Lessor fail to

reimburse Lessee within said twenty (20) day period, then Lessee may, at its option, offset such amount against subsequent Rent due under this Lease. If the remediation work cannot be substantially completed within sixty (60) days and Lessee is unable to utilize the Premises in Lessee's sole discretion, Lessee may elect to terminate the Lease on thirty (30) days written notice to Lessor.

(e) 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.

15. Damage to Premises by Fire or Casualty. (a) In the event the Premises shall be substantially damaged (as hereinafter defined) by fire or other casualty during the Term of this Lease, and the Premises are rendered untenantable as a result thereof, then Lessee may elect to terminate this Lease by giving written notice to Lessor within thirty (30) days after the date of such fire or casualty. If Lessee does not elect to terminate this Lease, then Lessor shall diligently repair, restore or rehabilitate the Premises, including improvements made by Lessee to substantially the condition immediately prior to such damage or destruction, at Lessor's expense, and all Rent due the Lessor shall be abated for the period of time during which the Premises are being repaired and/or restored. In the event of any termination of this Lease, Rent shall be paid only to the date of such fire or casualty.

(b) For the purpose of this Section 15, the term "Substantial Damage" shall mean either: (i) the repair, restoration or rehabilitation of the damage cannot reasonably be expected to be substantially completed within one hundred eighty (180) days from the date of such damage; or (ii) so much of the Premises is destroyed or rendered untenantable by such fire or other casualty as to make it impracticable for Lessee to use at least seventy five percent (75%) of the certified dialysis stations operated by it prior to the fire or casualty.

(c) In the event that the Premises are partially damaged by fire or other casualty (but not substantially damaged), then Lessor shall immediately proceed with all due diligence to repair and restore the Premises including improvements made by Lessee and the Rent shall abate in proportion to the portion of the Premises that are rendered untenantable during the period of restoration.

16. Eminent Domain. If the Premises shall be taken or condemned for any public or quasi-public use or purpose, the Term of this Lease shall end upon, and not before, the date of "early possession" established by the condemning authority, and without apportionment of the award. Lessee hereby assigns to Lessor, Lessee's interest in such award, if any, except for any portion of the award which compensates Lessee for its relocation expenses or Lessee's

Alterations or tenant improvements. Rent shall be apportioned as of the date of such termination. If there is a taking or condemnation of a Substantial Part of the Premises (as defined below) or access to or from any street adjacent to the Premises is changed or restricted by any public authority, then Lessee shall have the right to terminate this Lease by giving Lessor not less than thirty (30) days prior written notice but in any event not later than sixty (60) days following the date Lessee is notified by Lessor of such taking or condemnation or change or restriction of access, in which event Rent shall be apportioned as of the date of such termination. A taking or condemnation of a Substantial Part of the Premises is defined as such a taking or condemnation as renders impracticable the use of the Premises as a dialysis facility operating at least seventy five percent (75%) of the certified dialysis stations operating prior to such taking or condemnation. No money or other consideration shall be payable by Lessor to Lessee or Lessee to Lessor for the right of cancellation, and Lessee shall have no right to share in the condemnation award or in any judgment for damages caused by such taking or the change or restriction of access except to the extent any such award attributes value to Lessee's Alterations, tenant improvements or relocation expenses. The value of Lessee's alterations and tenant improvements shall be considered to be their original cost depreciated on a straight line basis over the Term or the Renewal Term in which they are made. Lessor represents that, as of the date hereof, it has no knowledge of any taking or condemnation, actual or threatened, regarding the Premises or access to or from any street adjacent to the Premises. In the event of any taking or condemnation involving the Premises or access to or from any street adjacent to the Premises which does not result in the termination of this Lease, Lessor shall restore the Premises to substantially the condition prior to such taking with all due diligence and Rent shall abate in proportion to the untenantability of the Premises during the period of restoration and, to the extent appropriate, for the remainder of the Term.

17. Right of Entry by Lessor. (a) Lessor, or any of its agents, shall have the right to enter the Premises during all reasonable hours upon at least twenty-four (24) hours prior notice (except in cases of emergency).

(b) Any work done by Lessor to Premises in furtherance of its building maintenance duties under Section 22(a) hereof 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. 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 such entry was necessary to remedy the Lessee's failure to maintain the Premises and prior notice of the entry was given to Lessee as provided in Section 22(d) hereof or except to the extent such claims, losses, costs, expenses and liabilities were 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 its business to such an extent that Lessee, in the exercise of its reasonable business judgment, must close the Premises for business for two (2) or more business days, then unless the entry was necessary to remedy the Lessee's failure to maintain the Premises, Rent and Lessee's Proportionate Share of

Operating Expenses shall totally abate for each day or portion thereof that such interference continues.

(c) To examine the same or to exhibit said Premises, and 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.

18. 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 arising out of or related to Lessee's use or occupancy of the Premises or 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 common areas of the Shopping Center caused or brought about by the act or neglect of the Lessor, its agents, servants or employees. The indemnities set forth in this Section 18 shall survive the expiration of the term of this Lease.

19. Default and Remedies

(a) Lessee Default and Lessor Remedies. In the event that Lessee defaults in the payment of Rent hereunder and such Rent remains due and unpaid for five (5) days following written notice of such default from Lessor to Lessee, 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 should Lessee be adjudged bankrupt, or 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, the Lessor, at its option, may terminate this Lease by written notice to Lessee. Upon and after termination of this Lease, Lessor shall use its commercially reasonable efforts to 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. Following such termination, Lessee shall remain liable to Lessor for Rent, additional rent and other charges due under this Lease as and when they come due, provided that any rent collected by Lessor upon a reletting shall be allowed as a credit. If the consideration collected by Lessor upon any such reletting is not sufficient to pay the full amount of the monthly Rent and additional rent reserved in this Lease then Lessee shall pay to Lessor the amount of each monthly deficiency as it becomes due hereunder. 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 or additional rent until the date it would otherwise have become due in the absence of any event of default or termination of the Lease by Lessor, and 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 ("Future Rent"); provided, however, that following termination of

this Lease by Lessor, Lessee shall pay and reimburse to Lessor, upon demand, the amount of any leasing commissions, the cost of securing and protecting the Premises, and the cost of Lessor improvements related to the reletting.

(b) Lessor Default and Lessee Remedies. Subject to the terms and provisions hereinbelow, and in addition to any other remedy expressly available to Lessee pursuant to this Lease or at law or in equity, should Lessor fail to perform any term or covenant under this Lease (each and any such failure being herein sometimes referred to as a "Lessor Default") and if any such Lessor Default shall not be cured and shall accordingly be continuing thirty (30) days following written notice by certified mail by Lessee to Lessor of such Lessor Default (in the event that such Lessor Default consists of a breach or failure by Lessor to pay any monetary amount due and payable by Lessor to Lessee) or sixty (60) days following written notice by certified mail by Lessee to Lessor of such Lessor Default (in the event such default consists of a breach or failure by Lessor to comply with any obligation of Lessor other than one involving the payment of a monetary amount payable by Lessor to Lessee hereunder), then, in either such event, Lessee shall have the option (at Lessee's sole discretion) of (i) commencing an action against Lessor for damages sustained as a result of the Lessor Default or (ii) remedying such Lessor Default and, in connection therewith, incurring expenses for the account of Lessor, and any and all such sums expended or obligations incurred by Lessee in connection therewith shall be paid by Lessor to Lessee upon demand, and if Lessor fails to immediately reimburse and pay same to Lessee, Lessee may, in addition to any other right or remedy that Lessee may have under this Lease, deduct such amount (together with interest thereon at eight percent (8%) per annum from the date of any such expenditure by Lessee until the date of repayment thereof by Lessor to Lessee) from subsequent installments of Rent and other charges (if any) that from time to time thereafter may become due and payable by Lessee to Lessor hereunder. Any such deduction shall not constitute a default by Lessee unless Lessee shall fail to pay the amount of such abatement or deduction to Lessor within thirty (30) days after final adjudication that such amount is owing to Lessor. 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 for the cost of the remedy and deduct such cost from Rent (if necessary) in the manner set forth in the preceding sentences of this Section 19. Lessee shall look solely to rents, issues and profits from the Premises for the satisfaction of any judgment or decree against Lessor based upon any Lessor Default under this Lease, and no other property or assets of the Lessor shall be subject to levy, execution or other enforcement procedures for satisfaction of any such judgment or decree.

20. Insurance.

(a) Lessee's Insurance. During the Term of this Lease, Lessee shall obtain and keep in full force and effect, the insurance described in subsections (i) and (ii) below which may be provided under blanket insurance policies covering other properties as well as the Premises and shall be maintained with an insurance company rated at least A-VIII or better in Best's Insurance Reports. Upon Lessor's request, Lessee will provide Lessor with a

certificate(s) evidencing such insurance and indicating that the insurance may not be canceled or modified without at least thirty (30) days prior written notice to Lessor.

(i) Liability Insurance. Commercial general liability and property damage insurance, naming Lessor and Lessor's mortgagee as additional insureds against liability arising out of Lessee's use, occupancy or maintenance of the Premises. Such insurance shall provide coverage for and shall be in an amount of not less than Three Million Dollars ($3,000,000) combined single limit per occurrence and in the aggregate (the aggregate amount being applicable to the Premises only if the insurance is part of a blanket policy). Lessee's insurance shall be primary with respect to any claim arising out of events that occur in the Premises.

(ii) Property Insurance. Commercial property fire insurance with a special all-risks perils form endorsement to the extent of at least eighty percent (80%) of the replacement cost of Lessee's moveable fixtures, equipment and inventory in the Premises. During the Term, Lessee shall use the proceeds from any such policy or policies of insurance for the repair or replacement of the insured property unless Lessee elects to terminate the Lease as may be otherwise provided herein. Lessor shall have no interest in any insurance proceeds Lessee receives for Lessee's moveable fixtures, equipment, inventory and personal property. Lessor shall sign all documents which are necessary or appropriate in connection with the settlement of any claim or loss by Lessee.

(b) Lessor's Insurance. During the Term of this Lease, Lessor shall obtain and keep in full force and effect the insurance described in subsections (i) and (ii) below from an insurance company rated at least A-VIII or better in Best's Insurance Reports. The insurance required to be carried by Lessor under this Section shall be referred to herein as "Lessor's Insurance." Upon Lessee's request, Lessor will provide Lessee with a copy of the certificate evidencing Lessor's Insurance.

(i) Liability Insurance. Commercial general liability and property damage insurance insuring against claims of bodily injury or death, personal injury or property damage sustained in, on or about the common areas of the Shopping Center, including the parking spaces for which Lessee has the exclusive use thereof, in an amount of not less than Three Million Dollars ($3,000,000.00) combined single limit per occurrence and in the aggregate (the aggregate amount being applicable to the Shopping Center only if the insurance is part of a blanket policy). Lessor's Insurance shall be primary with respect to any claim arising out of events that occur outside the Premises.

(ii) Property Insurance. Extended coverage (all-risk) insurance insuring the Premises [including any tenant improvements of a permanent nature made by Tenant but excluding any property which Tenant is obligated to insure under Section 10 (a)(ii)] against all hazards covered by an "all-risk" Special form policy or its equivalent with endorsements for replacement cost at an agreed value, ordinance or law coverage, legal liability coverage, boiler and machinery, and differences in conditions including earthquake.

21. Subrogation. Neither Lessor nor Lessee shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to the Premises, improvements to the Premises or other tangible property, or any resulting loss of income and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees if any such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. Lessor and Lessee shall require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.

22. Repairs and Maintenance.

(a) Maintenance and Repair of Premises by Lessor. Lessor shall repair and maintain in good condition, at Lessor's expense, the structural portions of the Premises, including without limitation the roof, foundation, exterior walls and other structural elements of the Premises. Lessor may elect to have the Premises' HVAC system and alarm systems serviced and maintained on a routine basis by a maintenance company selected by it, and in such case Lessee shall pay and reimburse to Lessor, as additional rent, the cost of such maintenance.

(b) Maintenance and Repair of Premises by Lessee. Lessee shall, at Lessee's expense, maintain and keep in good condition, repair and working order all non-structural parts of the Premises including without limitation, the exterior and interior doors and related opening/closing apparatuses of the Premises and the operating systems, fixtures and equipment located on or serving the Premises including the HVAC system, the alarm systems, and the plumbing and electrical systems. Lessee shall immediately replace all broken glass and keep the glass of all windows and doors of the Premises clean and presentable; shall at reasonable intervals paint or refinish the interior walls of the Premises; shall repair any damage to the interior of the Premises; shall keep the Premises' interior neat and clean; and shall promptly comply with all statutes, ordinances and governmental regulations which may require alterations to the Premises arising out of Lessee's use and occupancy of the Premises.

(c) Maintenance and Repair of Common Areas by Lessor. Lessor shall be responsible for maintaining in good condition and repair the common areas of the Shopping Center including the parking spaces for which Lessee has exclusive use. Lessee shall reimburse Lessor for its proportionate share of the operating and maintenance expenses for such areas in the manner set forth in Section 11(a) hereof.

(d) Failure to Maintain. If either party fails to keep and perform its maintenance duties as required in this Section 22, then the other party may, at its option, following thirty (30) days' prior written notice to the first party in which the failure is specifically identified, put or cause the same to be put in the condition and state of repair agreed upon, and in such case the party failing to perform as required shall promptly pay and reimburse the entire cost thereof to the other party. The notice requirement in the preceding sentence may

be shortened or given by telephone or facsimile transmission (as the circumstances may require or permit) if the repair presents an emergency which requires immediate correction. Failure of Lessor to pay within ten (10) days of receipt of written notice from Lessee shall entitle Lessee to deduct the cost of repair from Rent. Failure of Lessee to pay within ten (10) days of receipt of written notice from Lessor shall be considered to be a breach or default of this Lease.

23. 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. representing Lessee and and Lessor.

24. Liens. Lessee shall keep the Premises free and clear of all liens arising out of Lessee's use or occupancy of the Premises; provided that Lessee may contest any lien in the manner provided by law. Upon the request of Lessor, Lessee shall provide, as Lessee's sole cost and expense, a lien release bond or other security in an amount s equal to 150% of the amount of such contested lien.

25. Title. (a) Lessor hereby represents that Lessor is the owner in fee simple of the Premises, including the Building and all improvements thereon free from any liens or encumbrances* and has the right and authority to enter into 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.

*other than permitted encumbrances set forth on Exhibit H

26. Parking. Lessor agrees that Lessor will not make any material modifications to the Premises the parking areas that include the spaces for which Lessee has the exclusive use thereof or the accesses to the Premises without Lessee's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. Without limiting the generality of the foregoing, the Premises shall at all times have a minimum for twenty seven (27) parking spaces, including handicap-striped parking spaces as may be required by applicable Laws. Lessor represents and warrants that all parking spaces shall be dimensioned and configured and shall be in such a configuration as is required by applicable Laws.

27. Compliance with Laws. (a) Both parties hereby agree to comply with all applicable Laws throughout the Term of the Lease. Lessor represents and warrants to Lessee that as of the Commencement Date the Premises shall be in compliance with all Laws, including, without limitation, Environmental Laws, all laws relating to handicapped accessibility and the Americans with Disabilities Act, applicable zoning Laws, ordinances, rules and regulations and with applicable instruments affecting title to the Premises. Lessor further represents that it has received no notices or communications from any public authority having jurisdiction alleging violation of any Laws relating to the real property on which the Premises will be constructed and has received no notices alleging violation of any title instrument. Without limiting the generality of the foregoing, Lessor represents that the use of the Premises and the improvements to be constructed thereon for purposes of operation of a dialysis clinic and related medical and business offices is permitted by and will not violate applicable Laws and does not constitute a "non-conforming use" thereunder.

(b) 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 generally applicable Laws from time to time applicable to the Premises (and not to Lessee's use and occupancy thereof), Lessor shall immediately make such alterations at Lessor's 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, Lessee shall immediately make such alterations at its sole cost and expense.

(c) Lessor represents to Lessee that Lessor is not directly or indirectly a source of referrals for patients or business to Lessee during the Term of this Lease.

28. Lessee to Subordinate. Lessee shall, upon request of the holder of a mortgage or deed of trust in the nature of a mortgage, which holder is a commercial or institutional lender ("Mortgagee"), subordinate any interest which it has by virtue of this Lease, and any extensions and renewals thereof to any mortgages or deeds of trust placed upon the Premises by Lessor, if and only if such Mortgagee shall execute, deliver and record in the appropriate registry of deeds a recognition and non-disturbance agreement in form and content generally used in commercial loan transactions and approved by Lessee, such approval not to be unreasonably withheld. Such agreements shall provide by their terms in substance that notwithstanding any foreclosure of such mortgage or deeds of trust this Lease shall survive and Lessee may continue to occupy the Premises during the Term of this Lease or any extensions or renewals thereof under the same terms, conditions and provisions of this Lease unless Lessee shall be in default beyond any applicable grace periods provided for herein. Lessor shall at or prior to the Commencement Date, secure from Lessor's present mortgagee of the Premises a non-disturbance agreement in a form reasonably acceptable to Lessee. Lessor shall also secure from any future mortgagee or lienholders of Lessor non-disturbance agreements during the initial Term or any Renewal Term, if exercised. Lessee shall in the event of the sale or assignment of Lessor's interest in the Premises, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage or deed of trust made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as lessor under this Lease.

29. Quiet Enjoyment. Lessee, upon paying the Rent, additional rent and other sums due under this Lease, and subject to all of the terms and covenants of this Lease, on Lessee's part to be kept, observed, and performed, shall quietly have and enjoy the Premises during the Term of this Lease. Lessor agrees that Lessee shall have continuous, peaceful, uninterrupted and exclusive possession and quiet enjoyment of the Premises during the Term of this Lease.

30. Memorandum of Lease. This Lease shall not be recorded. Lessor agrees to enter into and record a memorandum or notice of this Lease reasonably satisfactory to Lessee. Lessee shall be responsible for the preparation thereof and the cost of recording the same.

31. Notices. All notices, demands and requests which may be or are required to be given by either party to the other shall be in writing and shall be either (i) sent by registered or

certified mail, return receipt requested, postage prepaid or (ii) delivered, by hand, or (iii) sent by national overnight courier such as Federal Express. All notices to Lessor should be addressed to Lessor at 5312 Pacific Highway East, Fife, Washington 98424, Attention: Jeffery C. Hogan, or at such other place as Lessor may from time to time designate in written notice to Lessee. All notices to Lessee shall be addressed to Lessee c/o DaVita Inc., 601 Hawaii Street, El Segundo, California 90245, Attention: General Counsel, or to any such other place as Lessee may from time to time designate in written notice to Lessor. 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.

32. Estoppel Certificate. Each of Lessor and Lessee agrees at any time and from time to time upon not less than fifteen (15) days' prior written request by the other to execute, acknowledge and deliver to the other a statement in writing 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 statement delivered pursuant to this Section 32 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.

33. 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, the Rent shall be increased to one hundred twenty five percent (125%) of the Rent payable immediately prior to the expiration of this Lease and the Term shall thereafter be a month-to-month tenancy, which occupancy shall be subject to all of the same terms and conditions of the Lease. Lessee acknowledges that this Section 33 does not confer any right to holdover.

34. 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

35. Complete Agreement. Any stipulations, representations, promises or agreements, oral or written, made prior to or contemporaneously with this Lease shall have no legal or equitable consequences and the only agreements made and binding upon the parties with respect to the leasing of the Premises are contained herein, and this Lease is the complete and total integration of the intent and understanding of Lessor and Lessee with respect to the leasing of the Premises.

36. 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.

37. Applicable Law. The laws of the State of Washington shall govern the validity, performance and enforcement of this Lease, without regard to such State's conflict-of-law principles.

38. Force Majeure. Time is of the essence of the performance of all obligations of the parties; however, if either party hereto shall be delayed or hindered in or prevented from the performance of any obligation required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, acts of terrorism, military or usurped power, sabotage, unusually severe weather, fire or other casualty or other reason (but excluding inadequacy of insurance proceeds, financial inability or the lack of suitable financing) of a like nature beyond the reasonable control of the party delayed in performing its obligations under this Lease ("Force Majeure Event"), the time for performance of such obligation shall be extended for the period of the delay.

39. 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.

40. Waivers. No waiver by a party of any provision hereof shall be deemed a waiver of any other provision hereof or any subsequent breach by the other party of the same or any other provision. The acceptance of Rent by Lessor shall not be a waiver of any preceding breach at the time of acceptance of such Rent.

41. Attorneys' Fees. If either party brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to recover its reasonable attorneys' fees to be paid by the losing party as fixed by the court.

42. Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

43. Lessor's Sale of the Building. Lessor may, at any time, without the prior consent of Lessee, contract to and/or perform any of the following transactions with respect to an interest

in Lessor, the Lease, the Premises, the realty underlying the Premises, and/or any portion of or interest in the realty or improvements of the Premises 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. 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 irrespective of whether such liability is expressly assumed by Lessor's successor-in-interest. Within a commercially reasonable time period prior to 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 source of referrals for patients or business to Lessee as described in Section 27 above.

44. Lessee Improvements. Lessee shall construct the tenant improvements described on Exhibit D at the Premises (the "Lessee Improvements"). Lessor shall provide Lessee with a Tenant Improvement Allowance (the "Allowance") of not less than Eighty Nine Thousand Dollars ($89,000) for Lessee Improvements and such other improvements as Lessee may reasonably require in connection with its occupancy of the Premises. The Tenant Improvement Allowance shall be based on a $10.00 per square foot basis. Up to ninety percent (90%) of such Allowance shall be payable to Lessee by Lessor upon the submission of invoices and proper releases from Lessee's contractors, the remaining ten percent (10%) shall be paid upon Lessee's receipt of a copy of the Certificate of Occupancy from the City of Federal Way and Lessor's receipt of final lien releases from Lessee's contractors. Lessor shall reasonably cooperate with Lessee with obtaining any required certificate or permit from the City of Federal Way. Lessee shall contract for the installation of Lessee Improvements with a contractor of Lessee's choice. Lessor and Lessee shall mutually approve the plans and specifications of Lessee Improvements prior to the commencement of work. All work shall be completed in a good and workmanlike manner and in accordance with all applicable laws. Lessor shall not charge Lessee any fee or other charges for the supervision and/or overhead associated with the construction of Lessee Improvements. The Lessee Improvements shall not include the work described in Exhibit F and the cost and expense of this work will not be deducted from the Allowance.

45. Termination of Existing Lease. Concurrently with the Commencement Date, the Existing Lease for Lessee's existing facility located at 1109 South 348th Street, Federal Way, Washington shall terminate, except that if Lessee has not completed the Lessee Improvements by the Commencement Date it may continue the Existing Lease on a month-to-month basis until it completes the Lessee Improvements and occupies the Premises. In conjunction with the termination of the Existing Lease, the parties shall execute a Termination Agreement in the form attached hereto as Exhibit G.

IN TESTIMONY WHEREOF, the Lessor and Lessee have caused this Lease to be executed as of the day and year first above written.

LESSOR:

N.W.C.H. INVESTMENT PROPERTIES, LLC,
a Washington limited liability company

By: Carl R Hogan
Name: Carl R. Hogan
Title: Manager

By: Neilan I. Weinstein
Name: Neilan I. Weinstein
Title: Manager

LESSEE:

TOTAL RENAL CARE, INC.,
a California corporation

By: Monica Demitor
Name: MONICA DEMITOR
Title: GROUP DIRECTOR

3-18-05
Date Rec'd Bmith

Date Filed

Filed by

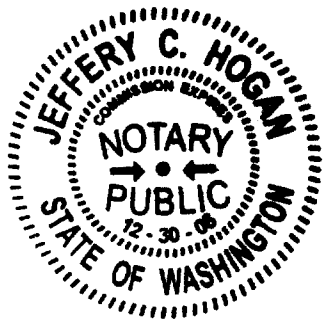
F:\01451-00601\Agreements\HFC-NWCH-Davita-2
11/15/04

233690.1

STATE OF WASHINGTON)
) ss.
County of PIERCE)

On this 10 of ~~December~~ February, ~~2004~~ 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Carl R. Hogan and Neilan I. Weinstein, to me known to be Managers of N.W.C.H. INVESTMENT PROPERTIES, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.



Jeffery Hogan
[Print Name]
NOTARY PUBLIC in and for the State of Washington, residing at Edgewood
My Commission expires: 12-30-06

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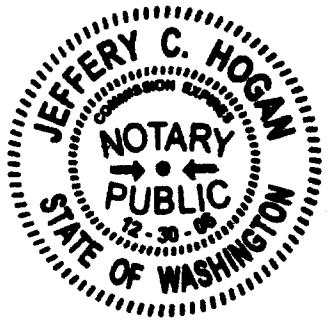
11/15/04

233690.1

STATE OF WASHINGTON)
) ss.
County of PIERCE)

On this 10 of ~~December~~ February, ~~2004~~ 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Carl R. Hogan and Neilan I. Weinstein, to me known to be Managers of N.W.C.H. INVESTMENT PROPERTIES, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.



Jeffery Hogan
[Print Name]
NOTARY PUBLIC in and for the State of Washington, residing at Edgewood
My Commission expires: 12-30-06

EXHIBIT A

DESCRIPTION OF SHOPPING CENTER

The Land referred to in this policy is situated in the County of King, State of Washington, and described as follows:

PARCEL A:

Commencing at a brass cap Municipality of Cosmopolitan Seattle Monument marking the southwest corner of the northeast quarter of the southwest quarter of the southeast quarter of Section 20, Township 21 North, Range 4 East, W.M., in King County, Washington;
thence running north 01`20'41" east, 630.34 feet to a point on the southerly margin of South 348th Street;
thence south 88`39'46"east along said southerly margin a distance of 459.40 feet to the TRUE POINT OF BEGINNING;
thence continuing south 88`39'46"east, 255.00 feet; thence south 01`20'14"west, 10.00 feet;
thence south 88`39'46"east, 100.00 feet to a point on the westerly margin of Pacific Highway South;
thence south 22`49'11" west along said westerly margin a distance of 39.44 feet;
thence south 67`10'49" east 15.00 feet;
thence south 22`49'11" west 149.81 feet;
thence north 86`07'32" west 250.00 feet;
thence south 22`49'11" west 38.36 feet;
thence north 88`39'46" west 35.88 feet;
thence north 01`20'41" east a distance of 216.22 feet to the TRUE POINT OF BEGINNING;
EXCEPT that portion of thereof conveyed to King County by deeds recorded under Recording Numbers 8608290390 and 8611100342 for south 348th Street;

(ALSO KNOWN AS Lot A of King County Lot Line Adjustment Number 8602004 recorded under Recording Number 8704171353 and which also appears of record as Recording Number 8908231072).

PARCEL B:

Commencing at a brass cap Municipality of Cosmopolitan Seattle Monument marking the southwest corner of the northeast quarter of the southwest quarter of the southeast quarter of Section 20, Township 21 North, Range 4 East, W.M., in King County, Washington;
thence running north 01`20;41" east, 326.80 feet to the TRUE POINT OF BEGINNING;
thence continuing north 01`20'41"EAST, 303.54 feet to a point on the southerly margin of South 348th Street;
thence south 88`39'46" east, along said southerly margin, 459.40 feet;
thence south 01`20'41" west, 216.22 feet;

thence south 88`29'46" east, 35.88 feet;
thence south 22`49'11" west, 115.41 feet;
thence north 86`07'32" west, 453.47 feet, to the TRUE POINT OF BEGINNING;
EXCEPT that portion thereof conveyed to King County by deed recorded under Recording Number 8611100342.

(ALSO KNOWN AS Lot C of King County Lot Line Adjustment Number 8602004 recorded under Recording Number 8704171353, and which also appears of record as Recording Number 8908231072).

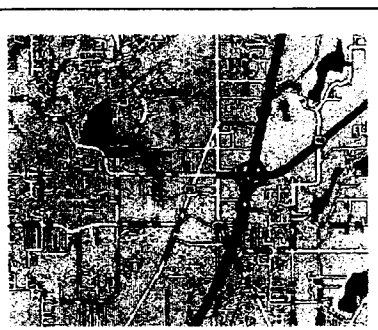
EXHIBIT B

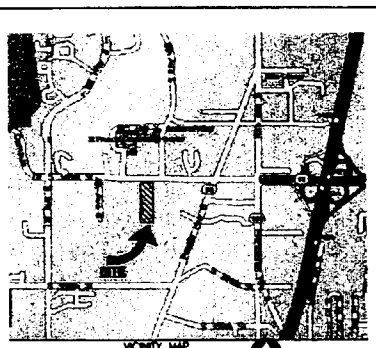
SITE PLAN OF SHOPPING CENTER

(attached)

EXHIBIT B

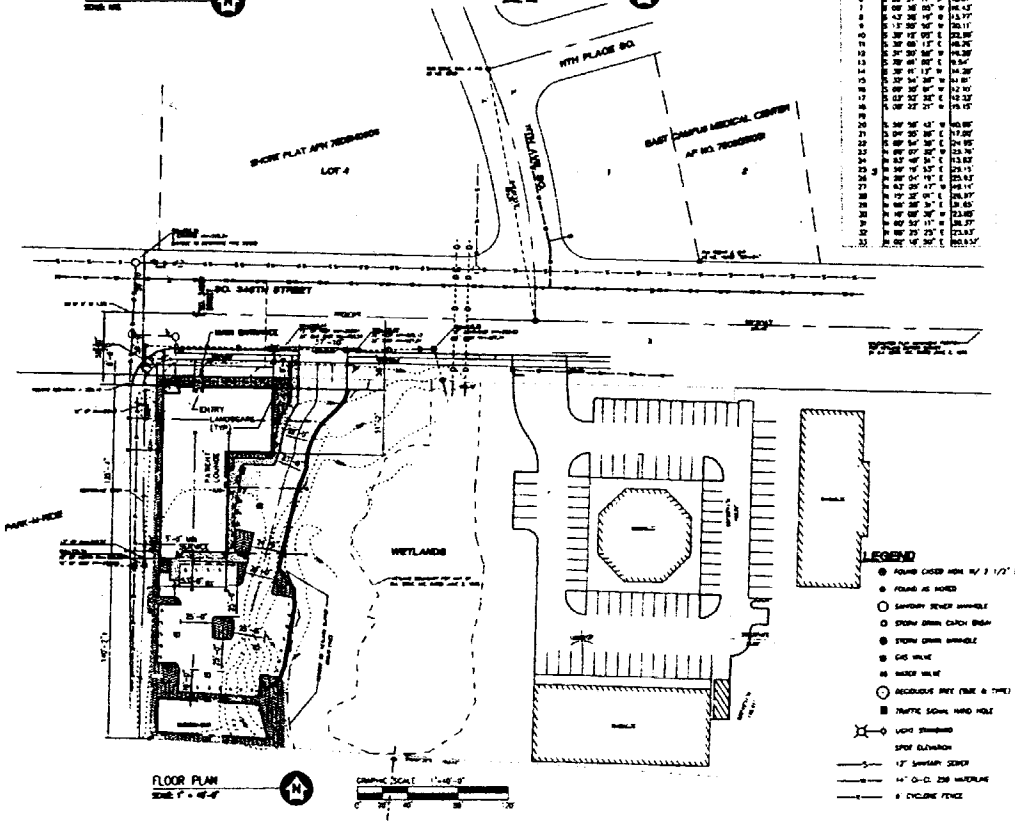
SITE PLAN OF SHOPPING CENTER





LOCATION MAP

VICINITY MAP



WETLAND TABLE

NO	BEARING	DISTANCE
1		
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33		

BASIS OF BEARINGS
WETLAND BUFFER SURVEY PREPARED BY D.A. BERG, INC. DATED JUNE 2, 1998

VERTICAL DATUM
CITY OF FEDERAL WAY BM NO. 2200-28
"X" ON NE BOLT OF LIGHT STANDARD ON SOUTH SIDE OF SO. 348TH ST. @ WEST OF 11TH AVE SO.
ADJ= 29 ELEVATION = 238.11

NOTES:
1. BOUNDARY DATA TAKEN FROM WETLAND SURVEY PERFORMED BY D.A.BERG, INC DATED JUNE 2, 1998.
2. FIELD WORK PERFORMED IN OCTOBER 2002
3. SURFACE STRUCTURES SHOWN HEREON ARE TYPICAL/LOCATED. UNDERGROUND UTILITIES PER RECORD INFORMATION

LEGAL DESCRIPTION
SEC. 20, T21N, R4E, W.M.

SURVEYORS DESCRIPTION FOR LOT C KING COUNTY LOT LINE ADJUSTMENT NO. 8602004

COMMENCING AT A BRASS CAP MONUMENTING OF COSMOPOLITAN SEATTLE MONUMENT MARKING THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M. IN KING COUNTY, WASHINGTON; THENCE RUNNING NORTH 89° 39' 51" EAST, 328.80 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 89° 39' 51" EAST, 303.54 FEET TO A POINT ON THE SOUTHERLY MARGIN OF SOUTH 348TH STREET; THENCE SOUTH 89° 39' 46" EAST, ALONG SAID SOUTHERLY MARGIN, 458.49 FEET; THENCE SOUTH 0° 20' 41" WEST, 298.22 FEET; THENCE SOUTH 89° 39' 46" EAST, 35.88 FEET; THENCE SOUTH 0° 20' 11" WEST, 115.91 FEET; THENCE NORTH 89° 07' 55" WEST, 433.47 FEET TO THE TRUE POINT OF BEGINNING. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD

EXCEPT THE NORTH 30 FEET THEREOF.

MERIDIAN:
KING COUNTY SURVEY BASIS G.N. 78 TO B.M. 88

DATUM:
N.G.V.D.

BENCH MARK:
STA. 20+88, 50 LT. (BSP SQ. END OF CURB RUNNING N. OF SIDE OF 11TH AVE. SO.)
ELEVATION=234.08

DESIGN NOTES:

GOVERNING BUILDING CODE: ALL METHODS, MATERIAL AND WORKMANSHIP SHALL CONFORM TO THE 2003 INTERNATIONAL BUILDING CODE (IBC) AS AMENDED AND ADOPTED BY THE STATE OF WASHINGTON AND THE CITY OF FEDERAL WAY, WA.

SUPPLEMENTARY CODES:

INTERNATIONAL PLUMBING AND MECHANICAL CODES AS ADOPTED BY FEDERAL WAY, WA.
INTERNATIONAL FIRE CODE, LATEST EDITION
LIFE-SAFETY CODE, LATEST EDITION
WASHINGTON STATE ACCESSIBILITY CODE, WAC 51-30
WASHINGTON STATE ENERGY CODE
LOCAL ZONING ORDINANCES

DEVIATION:	NONE
TYPE OF ZONING:	BC
TYPE OF OCCUPANCY:	(IBC) BUSINESS GROUP 'B' (CLINIC & PROFESSIONAL SERVICES)
TYPE OF CONSTRUCTION:	(IBC) V-B SPRINKLED
FLOOR AREA'S:	PHASE II ONLY - 8138 S.F.
FIRE/SPRINKLER REQUIREMENTS:	AUTOMATIC FIRE SPRINKLER SYSTEM

DESIGN LOADS:
DEAD LOADS ------ ACTUAL
LIVE LOADS ------ ROOF 25 PSF
FLOOR 100 PSF

WIND LOADS:
USE OF WIND LOAD LESS ACTUAL DEAD LOAD, OVERHANGS AND PARTLY ENCLOSED ARE 125% OF WIND LOAD LESS ACTUAL DEAD LOAD.

EARTHQUAKE LOAD:
SEISMIC ZONE 3 PER IBC. LATERAL FORCES TRANSMITTED TO FOOTINGS BY SHEAR PRESSURE OF EARTH AND SLIDING FRICTION OF EARTH. OVER-TURNING IS RESISTED BY DEAD LOAD OF STRUCTURE.

DRAWING INDEX

SITE
1 SITE PLAN, VICINITY MAP
2 LEGAL DESCRIPTION, DESIGN NOTES
3 PARTIAL SITE PLAN, PHASE II

ARCHITECTURAL
A-1 FLOOR PLAN
A-2 EXTERIOR ELEVATIONS
A-3 WALL SECTIONS

STRUCTURAL
S-1 FOUNDATION PLAN
GENERAL NOTES
S-2 FLOOR PLANS AND DETAILS
S-3 ROOF FRAMING PLAN AND GENERAL NOTES
WALL SECTIONS AND DETAILS

SITE PLAN

OFFICE BUILDING - DIALYSIS CLINIC
BROOKLANE VILLAGE PHASE II
BUILDING 'D'
31105 SOUTH 348TH ST., FEDERAL WAY, WA

1

EXHIBIT C

BUILDING FLOOR PLAN

(attached)

EXHIBIT C

BUILDING FLOOR PLAN

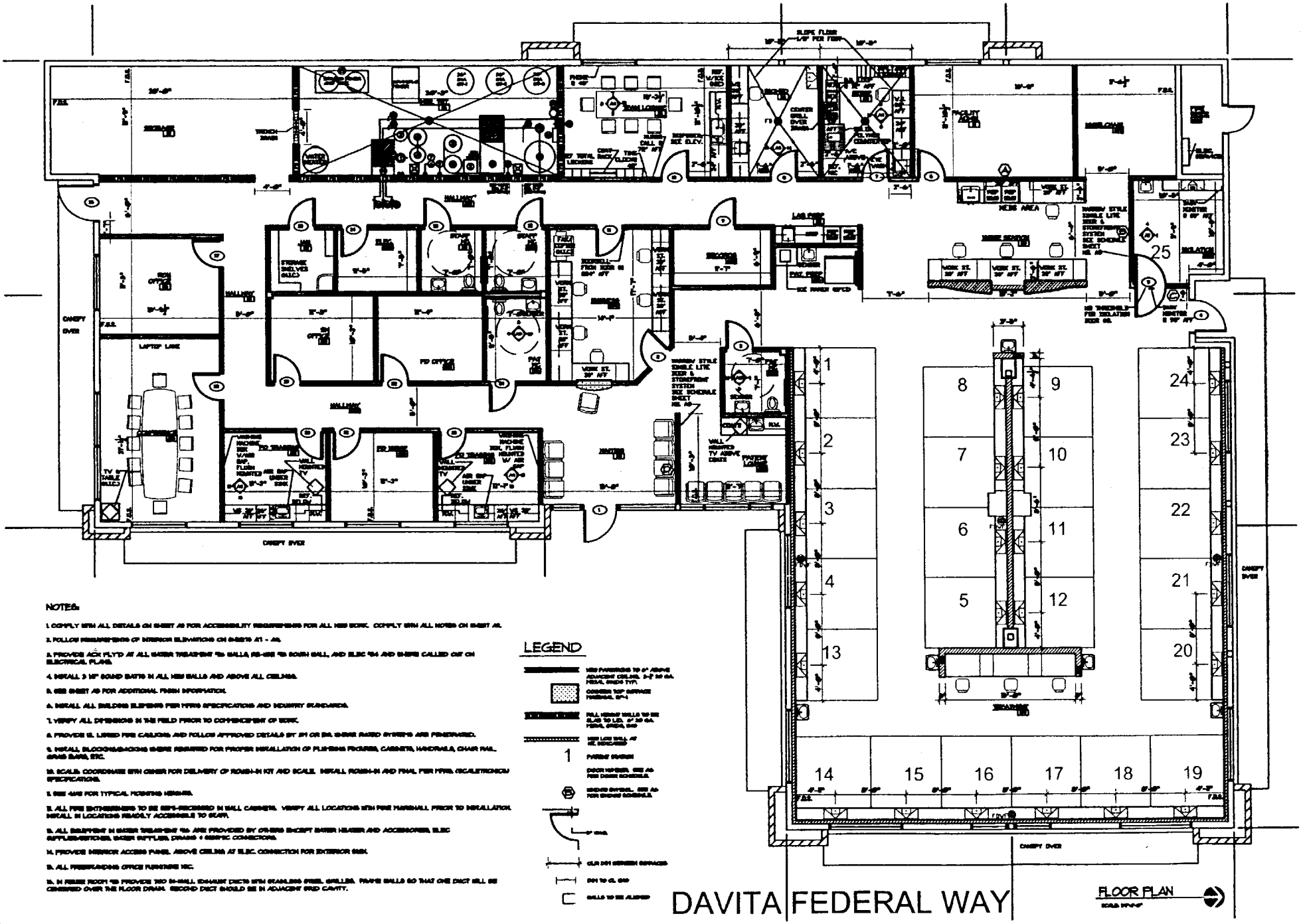


EXHIBIT D

LESSEE IMPROVEMENTS

(attached)

EXHIBIT D

LESSEE IMPROVEMENTS

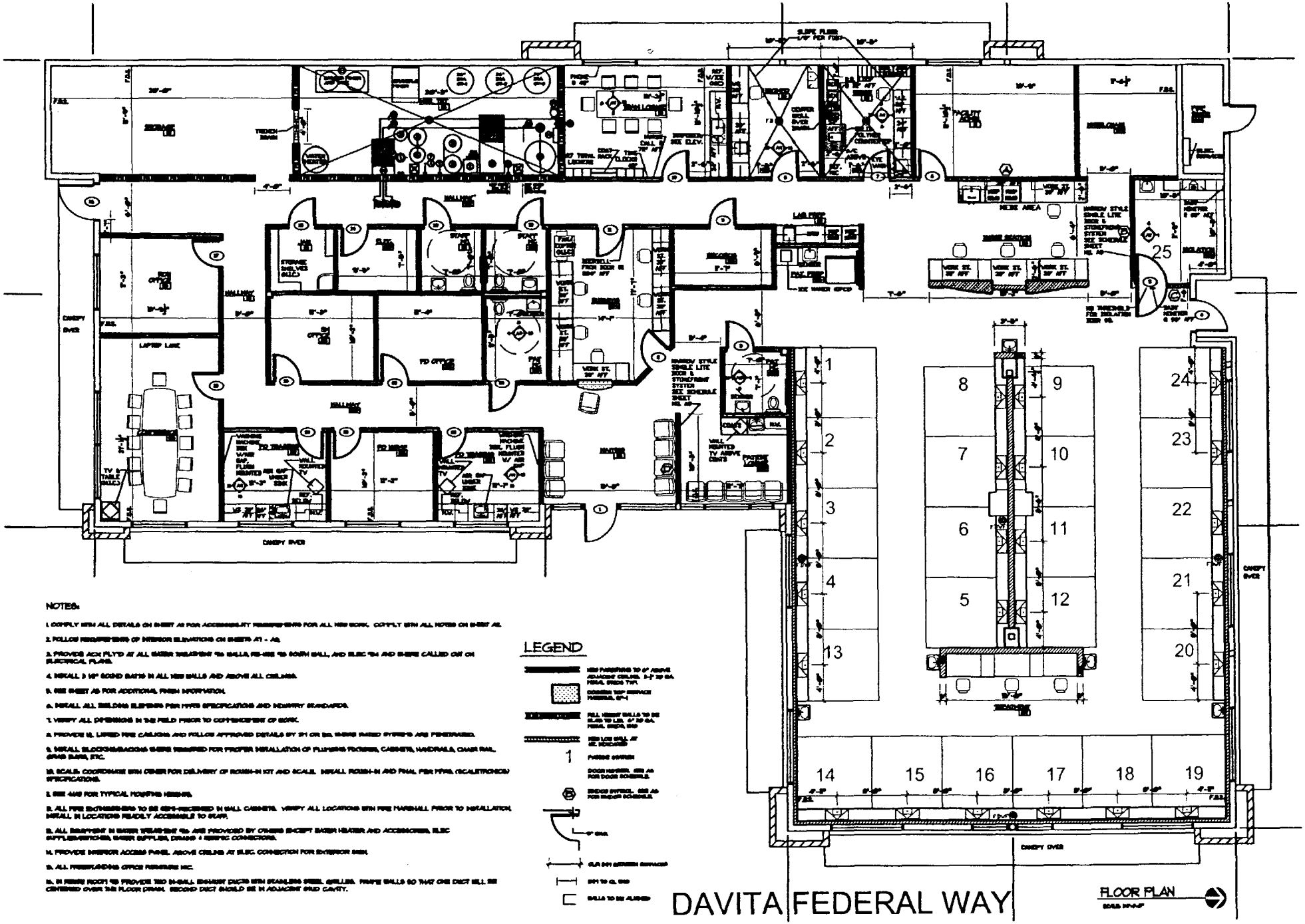


EXHIBIT E

MEMORANDUM CONFIRMING TERM OF LEASE

This confirmation of term of Lease is made on _____, 200____, between **N.W.C.H. Investment Properties, LLC,** a Washington limited liability company (collectively "Lessor") and Total Renal Care, Inc. ("Lessee") who agree as follows:

1. Lessor and Lessee entered into a Lease dated November 9, 2004 in which Lessor leased to Lessee and Lessee leased from Lessor the that certain 8,900 square foot building to be constructed by Lessor to Lessee's specifications (the "Premises") on real property that is a part of the Brooklake Village Shopping Center (the "Shopping Center") in Federal Way, Washington, which is described on Exhibit A attached hereto (the "Property").

2. Under Section 2 of the Lease, Lessor and Lessee agree to confirm the commencement and expiration dates of the term as follows:

a. _____, 200____ shall be the commencement date of the initial term of the Lease ("Commencement Date); and

b. _____, 200____ shall be the expiration date of the initial term of the Lease ("Expiration Date").

LESSOR:

N.W.C.H. INVESTMENT PROPERTIES, LLC,
a Washington limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

LESSEE:

TOTAL RENAL CARE, INC.,
a California corporation

By: Monica Demiter
Name: MONICA DEMITER
Title: GROUP DIRECTOR

EXHIBIT F

LESSOR IMPROVEMENTS
(additional work attached)

Minimum Base Building Improvements (Lessor's Work)

At a minimum, Lessor shall provide the following Base Building Improvements to the entire Premises:

Building Shell – All work that is associated with the construction of the Premises will have approved plans and specifications prepared by a licensed architect and engineer. The plans and specifications will include the design of all utilities (mechanical, electrical and plumbing), shell construction, and utility tie-in construction (interior and exterior) to the existing structure. Lessor shall provide a building shell with no interior walls. The Building shall conform to all federal, state and local code requirements.

Utility – All utilities, including a dedicated 2" water line required for Lessee's exclusive and specific water use, a separate sprinkler pipe water line, sanitary sewer (4" min.), electric, gas, telephone, and CATV to be provided to the Premises at locations approved by the Lessee. Lessor will provide Lessee with water flow tests (to include psi and gallons per minute readings taken at the 2" connecting point to the building). Gas service, at a minimum, will be rated to have 6" water column pressure and supply 800,000 BTU's.

Foundation and Floor – The foundation and floor of the building shall be in accordance with local code requirements. The foundation and concrete slab shall be designed by Lessor's engineer to accommodate specific soil conditions. The concrete floor slab shall be a minimum of a 3000 psi reinforced concrete slab on grade. Lessor shall provide a floor that is level, smooth, broom clean, and has no adhesive residues. Concrete floor shall be level and in a condition that is acceptable to install floor coverings in accordance with the manufacturer's specifications. Concrete floors shall be constructed so that no more than 3 lbs./ of moisture per 1000/ sf/ 24 hours is emitted. An integral moisture removal additive such as Con Cure product is suggested to get the desired results of 3lbs. of moisture tolerance on the concrete slab. Underslab plumbing and electrical shall be installed by Lessee prior to pouring the building slab.

Structural – Structural systems shall be designed to provide a minimum 14'0" clearance to underside of structural beams.

Roof – Lessee shall be provided with a no dollar limit (NDL) fifteen (15) year manufacturer's guarantee against leakage due to ordinary wear and tear on the roof installed by Lessor.

Windows – Energy efficient windows with 1" insulated glass.

Thermal Insulation – Lessor to provide all exterior insulation per Code. Insulation shall be provided at all perimeter walls.

Exterior Doors –. Front entry door to be 3 feet 8 inches in width. Side door to be 3 feet 6 inches in width and service door to be 4 feet in width. All doors to have weather-stripping and commercial grade hardware (equal to Schlage L Series or better). All doors shall meet ADA and State Department of Health requirements. Front door shall have a button that permits opening by a person in a wheelchair. Service doors to be 20 gauge insulated hollow metal.

Mechanical/HVAC – Equipment to be Carrier as specified by Lessee. All equipment shall be new. Supply air shall be provided to Lessee space shall be sufficient for cooling at the rate of 300 square feet per ton. Ductwork shall be extended Throughout the Premises by Lessee. Ductwork distribution within the Premises shall be installed by Lessor. Two separate exhaust air means shall be provided sufficient for (i) 1500 cfm; and (ii) 200 cfm from the roof. The location of the dedicated exhausts shall be coordinated with Lessee. Air conditioning to be electric, heating to be gas. Prior to the Lessor's procurement and installation of the HVAC system, Lessor shall submit shop drawings to Lessee for approval. Air handling units shall be located above the ceiling and installed to local building code. Lessee's engineer shall have the final approval on the model numbers, sizes tonnages and number of HVAC units.

Plumbing – Water shall be provided to the Lessee space in the amount of a 2 inch dedicated, sub-metered, supply pipe with a continuous minimum 50 psi and corresponding nominal flow rate. Lessee requires a minimum flow rate of 30 gallons per minute. Line shall be stubbed in Lessee space with sub-meter and valve in place by Lessor. Lessor shall provide Lessee with water flow and pressure test results (gallons per minute and psi) for Lessee approval. Sewer shall be stubbed into Lessee's space and sufficient to continuously waste the corresponding amount of water. Natural gas line shall be stubbed into Lessee space, metered and capped by Lessor.

Electrical – Provide a separately metered, 600 amps, 120/208 volt, 3 phase, 4 wire electric service to a panel in the Premises (location to be coordinated with Lessee) for Lessee's exclusive use in powering equipment, appliances and lighting

Sprinkler – Lessor shall design and install a complete sprinkler system on a dedicated water line independent of Lessee's water line requirements. Design of sprinkler system to be coordinated with Lessee.

Telephone – Lessor shall provide wiring to Lessee space for Lessee's telephone termination and punch down strips. Location shall be coordinated with Lessee.

Cable TV – Lessor shall provide wiring to Lessee's space for cable and satellite television service complete to termination and punch down strips and all other necessary appurtenances necessary for cable TV service. Location shall be coordinated with Lessee.

Handicap Accessibility – Full compliance with ADA and all local jurisdiction's handicap requirements. Lessor shall comply with all ADA regulations affecting the Building including, but not limited to, exterior doors, parking lot, delivery area and walkways.

Exiting – Exit doors, lights, signs, and alarms (audio and visual) in accordance with applicable building codes, local fire codes and other applicable regulations, ordinances and codes.

Building Codes – All Minimum Base Building Improvements are to be performed in accordance with all building codes, fire codes, ADA regulations, and other applicable federal, state and/or local regulations, ordinances and codes.

Exterior Sign – Lessor shall stub an electrical outlet at the location on the exterior wall designated by Lessee.

EXHIBIT F

LESSOR IMPROVEMENTS

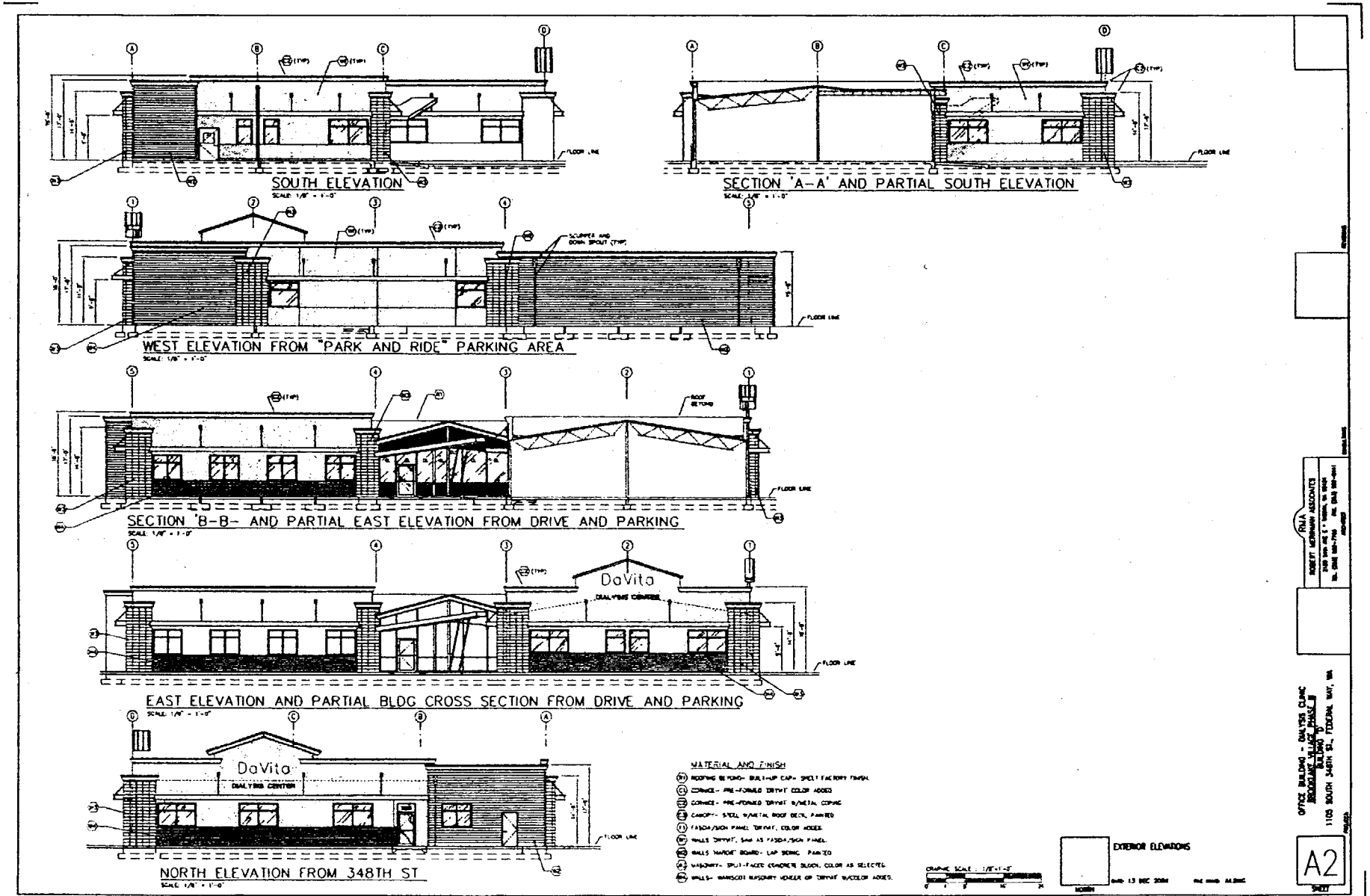


EXHIBIT G

TERMINATION OF LEASE

This Lease Termination Agreement ("Agreement") is made as of November 9, 2004, by and between **N.W.C.H. INVESTMENT PROPERTIES, LLC**, a Washington limited liability company ("Lessor") and **TOTAL RENAL CARE, INC.,** a California corporation ("Lessee").

RECITALS

A. Lessor's predecessor-in-interest and Lessee are parties to a certain lease agreement dated as of June 17, 1992, as amended from time to time (the "Lease");

B. Pursuant to the Lease, Lessee is currently in possession of the real property and improvements commonly known as: 1109 South 348th Street, Federal Way, Washington (the "Premises"); and

C. Lessor and Lessee desire to terminate the Lease on the terms and conditions set forth in this Agreement.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Termination of Lease. Lessor and Lessee agree to terminate the Lease effective as of the Commencement Date (the "Termination Date") of that certain lease agreement between Lessor and Lessee dated as of November 9, 2004 for that certain 8,900 square foot building to be constructed by Lessor to Lessee's specifications (the "Premises") on real property that is a part of the Brooklake Village Shopping Center (the "Shopping Center") in Federal Way, Washington, which is described on Exhibit A attached hereto (the "Property"), subject to the fulfillment of the following conditions:

a. Lessee agrees to pay Lessor base rent and all other amounts due pursuant to the Lease through the Termination Date;

b. Lessee shall surrender possession of the Premises and all tenant improvements constructed by Lessee during Lessee's tenancy of the Premises to Lessor; and

c. Lessee shall surrender the Premises to Lessor in good condition (as required by the Lease), clean and free of all debris.

2. Indemnity. Lessee agrees to defend, indemnify and hold harmless Lessor from any claims, demands, costs, losses and expenses, arising from or related to Lessee's tenancy or use of the Premises prior to the Termination Date.

3. Mutual Release. Except for the obligations created by this Agreement, and those obligations which are provided in the Lease to survive the termination of the Lease, Lessor and Lessee shall release one another and their respective agents, officers, directors and employees from any claims, actions, causes of action, demands, costs, losses and expenses arising from and/or related to the other party's obligations under the Lease arising after the Termination Date.

4. Miscellaneous.

a. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the matters covered in this Agreement.

b. Amendment. This Agreement may not be altered, modified, or otherwise changed in any respect, except by a writing executed by an authorized representative of each party.

c. Counterparts. This Agreement may be executed in one or more counterparts.

d. Other and Further Documents. Each party agrees to execute such other and further documents as may be reasonably required to effectuate the purposes of this Agreement.

e. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns.

f. Governing Law. This Agreement is governed and construed in accordance with the laws of the State of Washington.

Executed on the date first above written.

Lessor:

N.W.C.H. INVESTMENT PROPERTIES, LLC,
a Washington limited liability company

By: _____
Its: _____
Date: _____

By: Carl R Hogan
Its: _____
Date: 2/10/05

Lessee:

TOTAL RENAL CARE, INC.,
a California corporation

By: Monica Demetre
Its: GROUP DIRECTOR
Date: 1/24/05

STATE OF WASHINGTON)
) ss.
County of KING)

On this 24th of January, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Monica Demitor, to me known to be an authorized signatory of TOTAL RENAL CARE, INC., the corporation that executed the within and foregoing instrument, and on oath stated that she is authorized to execute said instrument on behalf of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public
State of Washington
SIMONA BALKELIS
My Appointment Expires Sep 8, 2007

Simona Balkelis
SIMONA BALKELIS
[Print Name]
NOTARY PUBLIC in and for the State of Washington, residing at SEATTLE
My Commission expires: 9-8-07

EXHIBIT H

PERMITTED ENCUMBRANCES

Deed of trust in the original amount of $3,450,000 dated June 3, 2003, recorded June 9, 2003, under Pierce County recording no. 20030609002617.

FIRST AMENDMENT TO LEASE AGREEMENT

This FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment") is made and entered into as of 7/6/15 (the "Effective Date"), by and between **N.W.C.H. INVESTMENT PROPERTIES, L.L.C.**, a Washington limited liability company ("Lessor") and **TOTAL RENAL CARE, INC.**, a California corporation ("Lessee").

RECITALS:

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement dated November 9, 2004 (the "Lease") concerning approximately 8,900 rentable square feet of space located at 1015 South 348th Street, Federal Way, Washington 98003 (the "Premises"), as further described on Exhibit A; and

WHEREAS, the current term of the Lease is set to expire on January 31, 2016 and the parties wish to extend the Lease for a period of 120 months such that it will expire on January 31, 2026; and

WHEREAS, the parties desire to amend the Lease in accordance with the terms herein below stated.

AMENDMENT:

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration exchanged by each of the parties to this First Amendment, the receipt and sufficiency of which are hereby acknowledged, the Lease is hereby amended and the parties agree to as follows:

1. **Extended Term.** Notwithstanding anything to the contrary in the Lease, the Term of the Lease shall be extended for an additional 120 months commencing on February 1, 2016 and expiring on January 31, 2026 (the "Extended Term").

2. **Rent.** Notwithstanding anything to the contrary in the Lease, beginning on February 1, 2016, Lessee shall pay Rent for the Extended Term as set forth below:

Period	Rent per s/f/yr	Monthly Rent	Yearly Rent
February 1, 2016 – April 30, 2016	$0.00	$0.00	$0.00
May 1, 2016 – January 31, 2021	$22.50	$16,687.50	$200,250.00
February 1, 2021 – January 31, 2026	$24.00	$17,800.00	$213,600.00

3. **Rent Abatement.** Notwithstanding anything to the contrary in the Lease, beginning in the first month of the Extended Term, Rent shall be abated from February 1, 2016 through April 30, 2016.

4. **Renewals.** Lessee shall retain its right and option to renew this Lease for 3 additional periods of 5 years each, next immediately ensuing after the expiration of the Extended

Term and any subsequent renewal period by notifying Lessor in writing not less than 180 days before the expiration of the immediately preceding Extended Term or subsequent renewal Term of Lessee's intention to exercise its option to renew, as set forth in Section 7 of the Lease. Notwithstanding prior delivery of such notice, the notice shall be effective, notwithstanding anything to the contrary in such notice, not earlier than 6 months before the expiration of the immediately preceding Extended Term or subsequent renewal Term. 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, except that Rent shall be paid based on the following schedules:

Option 1:

Period	Rental per s/f/yr	Monthly Base Rent	Yearly Base Rent
February 1, 2026 – January 31, 2031	$26.40	$19,580.00	$234,960.00

Option 2:

Period	Rental per s/f/yr	Monthly Base Rent	Yearly Base Rent
February 1, 2031 – January 31, 2036	$29.04	$21,538.00	$258,456.00

Option 3:

Period	Rental per s/f/yr	Monthly Base Rent	Yearly Base Rent
February 1, 2036 – January 31, 2041	$31.94	$23,691.80	$284,301.60

5. **Subletting or Assignment**. Upon the effectiveness of this First Amendment, Section 10(d) of the Lease shall be deleted in its entirety and replaced with the following:

"Notwithstanding the foregoing, no consent of Lessor is required for Lessee to assign, sublet or otherwise transfer (by operation of law or otherwise) this Lease or any of its rights hereunder to: (i) any person, corporation, partnership or other entity which acquires all or substantially all of the business or assets of Lessee or equity in Lessee; (ii) any person, corporation, partnership or other entity which controls, is controlled by or is under common control with Lessee; (iii) any affiliate (within the meaning of such term as set forth in Rule 501 of Regulation D under the Federal Securities Act of 1933, as amended) of Lessee; or (iv) any physician, person, corporation, partnership or other entity subleasing a portion of the Premises for purposes consistent with Lessee's Permitted Use (collectively a "Permitted Transfer")."

6. **Regulatory Compliance**. Landlord represents and warrants to Tenant that Landlord is a "referring physician" or a "referral source" as to Tenant 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"). Landlord covenants, during the Term, it will not knowingly sell, exchange or transfer the Premises to any individual or entity who is a Referral Source as to Tenant without complying with all other provisions of this Lease.

6.1 **Compliance.** Lessor and Lessee agree that it is not the purpose of this Lease to exert any influence over the reason or judgment of any party with respect to the referral of patients or other business between Lessor and Lessee, but that it is the parties' expectation that any referrals which may be made between the parties shall be and are based solely upon the medical judgment and discretion of the patient's physician. The parties further agree and acknowledge that (a) Base Rent is: (i) set forth in advance; (ii) consistent with fair market value in an arms-length transaction; (iii) does not take into account the volume or value of any referrals or other business generated between the parties; and (iv) would be reasonable even if no referrals were made between the parties, and (b) Lessee's Proportionate Share does not exceed Lessee's pro-rata share for expenses and the Premises Rentable Area does not exceed the reasonable square footage needed for the legitimate business plans of Lessee.

Each party represents and warrants that: (i) it is not currently excluded from participation in any federal health care program, as defined under 42 U.S.C. Section 1320a-7b; (ii) it is not currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal procurement and non-procurement programs; or (iii) it has not been convicted of a criminal offense that falls within the scope of 42 U.S.C. Section 1320a-7(a), but has not yet been excluded, debarred, suspended or otherwise declared ineligible (each, an "Exclusion"), and agrees to notify the other party within two (2) business days of learning of any such Exclusion or any basis therefore. In the event of learning of such Exclusion, either party shall have the right to immediately terminate this Lease without further liability. Lessor agrees that Lessee may screen Lessor against applicable Exclusive databases on an annual basis. Lessee shall have the right to terminate the Lease if a change in applicable health care laws or reimbursement systems affects the legality of the Lease or if the use of the Premises as a dialysis facility becomes illegal or Lessee is no longer eligible to receive reimbursements from Medicare of Medicaid by reasons or acts not within Lessee's control, notwithstanding any other permitted uses for the Premises. Lessor shall notify Lessee of, and cooperate with, any request from a duly authorized government representative (e.g., Secretary of HHS, Comptroller General) for access to books, documents and/or records related to the Lease, and to indemnify Lessee from any liability arising out of the party's refusal to grant such access.

The parties enter into this Lease with the intent of conducting their relationship in full compliance with applicable federal, state and local laws, including, without limitation, the Anti-Kickback Statute and agree and certify that neither party shall violate the Anti-Kickback Statute in performing under this Lease. Notwithstanding any unanticipated effect of any provisions of this Lease, neither party will intentionally conduct itself under the terms of this Lease in a manner that would violate any such law. Lessor agrees not to request an advisory opinion related to the legality of the Lease without the concurrence and approval of Lessee.

In the event Lessor is a Covered Person (as defined below), Lessor shall also be subject to the following provisions. Lessor shall participate in all compliance training (including on-line general compliance training on an annual basis) that Lessee provides to the Lessor and shall complete all such training within the time frames required by Lessee. Further, Lessor shall comply with policies and procedures designed to ensure compliance with relevant Federal health care program requirements applicable to Lessee, and compliance programs applicable to Lessee, including its Code of Conduct. Lessor agrees that if it is notified by Lessee that it is a Covered Person, Lessor shall certify in writing or electronic form that Lessor read, understood and shall abide by the Code of Conduct and will return such certification to Lessee within 30 days after being notified. Lessor shall report immediately to Lessee any suspected or known violations of Lessee's policies and procedures or of any violation of applicable federal healthcare program laws and regulations. Lessee shall provide to Lessor a copy of the applicable Code of Conduct and relevant policies and procedures designed to ensure compliance with relevant Federal health care program requirements.

A "Covered Person" shall be defined as: (i) any individual or entity who provides patient care items or services or who perform billing or coding functions on behalf of DaVita Dialysis, or (ii) any DaVita Dialysis domestic dialysis joint venture partner or medical director for any domestic DaVita Dialysis clinic.

7. **Compliance with Laws.** Upon the effectiveness of this First Amendment, Section 27(c) of the Lease shall be deleted in its entirety.

8. **Cooperation with Lessee's Cost Reporting Responsibilities.** Lessor's full cooperation with applicable authorities in connection with cost reporting is essential for Lessee's continued operation of its business. Therefore, Lessor agrees to provide to Lessee, within thirty (30) days of Lessee's request, any and all information that is reasonably necessary for Lessee to fulfill its cost reporting requirements to such applicable authorities.

9. **Protected Health Information.**

9.1 Lessor acknowledges and agrees that from time to time during the Term, Lessor and/or its employees, 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, and Lessor shall cause its employees, or assigns not to 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. Lessor further agrees that, notwithstanding the rights granted to Lessor pursuant to this Lease, except when accompanied by an authorized representative of Lessee, neither Lessor nor its employees, agents, representatives or contractors shall be permitted to enter areas of the Premises designated by Lessee as location where patient medical records are kept or stored or where such entry is prohibited by applicable state or federal health care privacy Laws.

9.2 Lessor shall preserve, and cause any of its employees and representatives to preserve, any "Confidential Information" of or pertaining to Lessee and shall not, without first obtaining Lessee's prior written consent, disclose to any person or organization, or use for its own benefit, any Confidential Information of or pertaining to Lessee during and after the Term, unless such Confidential Information is required to be disclosed by a court of competent jurisdiction or by any governmental authority. As used herein, the term "Confidential Information" shall mean any business, financial, personal or technical information relating to the business or other activities of Lessee that Lessor obtains in connection with the Lease.

10. **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 DTZ Americas, Inc., representing Lessee (the "Lessee's Broker"). Lessor shall pay Lessee's Broker a brokerage commission pursuant to a separate agreement. In the event Lessor does not timely pay Lessee's Broker such brokerage commission, Lessee may offset the amount of such brokerage commission against Base Rent and Additional Rent due Lessor.

11. **Notices.** All notices or other communications required or permitted under this Lease shall be given to Lessee at the following addresses:

Lessee:	Total Renal Care, Inc. c/o DaVita HealthCare Partners Inc. Attention: Real Estate Legal 2000 16th Street Denver, CO 80202
With a copy to:	relegal@davita.com Subject: #00651, Federal Way, WA

12. **Miscellaneous.**

12.1 Counterparts. This First Amendment may be executed in any number of counterparts via facsimile or electronic transmission or otherwise, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

12.2 Entire Agreement. This First Amendment and the Lease set forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

12.3 Authority. The parties signing below on behalf of the parties hereto represent and warrant that they have the authority and power to bind their respective party.

12.4 Terms. Capitalized terms not otherwise defined herein shall have the same meanings as are set forth in the Lease.

12.5 Consents. Lessor hereby represents and warrants to Lessee that all consents required, if any, from lenders, mortgagees, and ground owners, and any other holders of liens or encumbrances on, against, or affecting the Premises and/or the real property on which the Premises are located, have been obtained for execution and performance of this First Amendment. Lessor agrees to indemnify, defend and hold Lessee harmless from and against any liability, claim, loss, cost, damage or expense arising from or based upon Lessor's failure to obtain all such required consents.

12.6 Conflicts. Except to the extent expressly stated, modified or amended herein, all terms and conditions of the Lease are ratified and confirmed and shall remain in effect as originally written. The parties agree that in the event of any conflict between the terms of the Lease, as heretofore amended, and this First Amendment, the provisions of this First Amendment shall control.

12.7 Parties Bound. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have on the dates set forth below executed this First Amendment to be effective as of the Effective Date.

LESSOR:

N.W.C.H. INVESTMENT PROPERTIES, L.L.C.,
a Washington limited liability company

By: _____
Name: Jeff Hogan
Title: Manager
Date: _____

LESSEE:

TOTAL RENAL CARE, INC.,
a California corporation

By: _____
Name: Jason Boab
Title: Division Vice President
Date: September 24, 2015

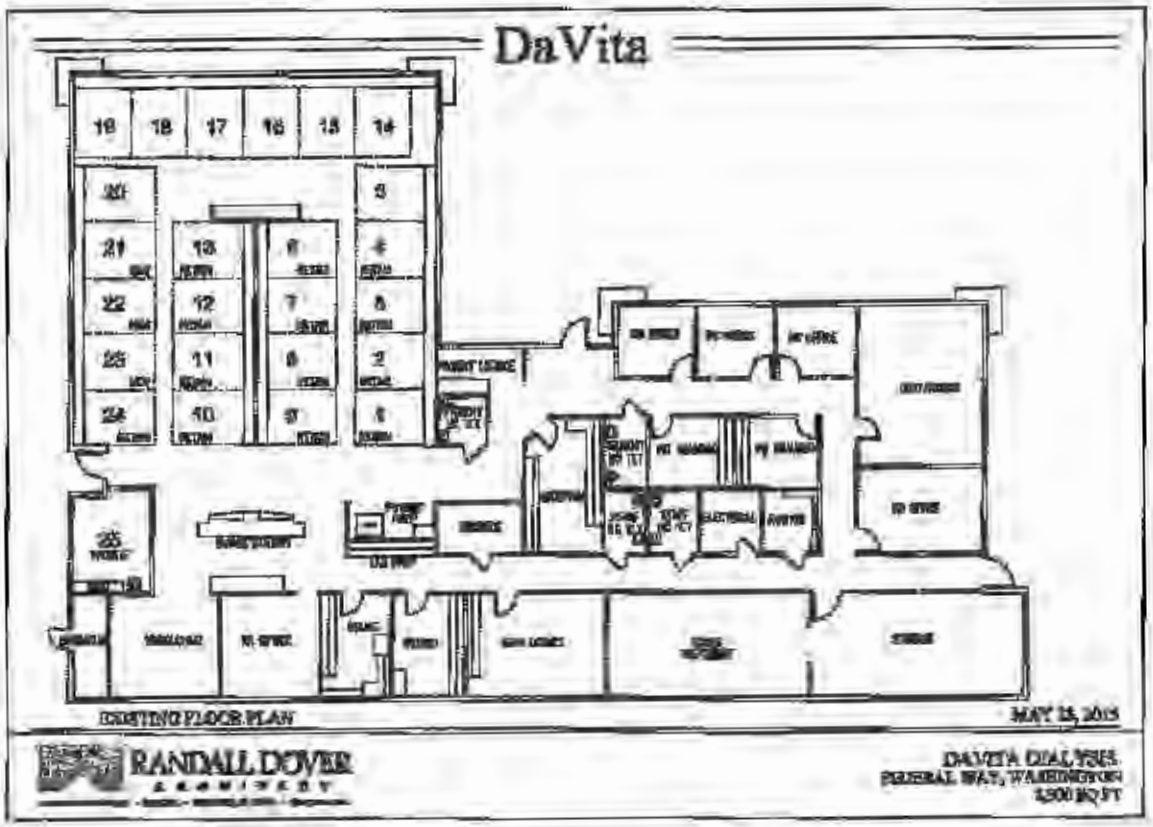
FOR LESSEE'S INTERNAL PURPOSES ONLY:

APPROVAL AS TO FORM ONLY:

By: _____
Name: Nicole Brennan
Title: Assistant General Counsel

EXHIBIT A

SITE PLAN



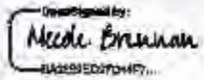
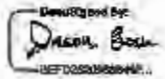
Certificate Of Completion

Envelope Number: 8CFA3BA074744582AB3783300BDA39C0
Status: Completed
Subject: Please DocuSign this document: Federal Way, WA (0651) - First Amendment.pdf
Source Envelope:
Document Pages: 8
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled

Envelope Originator:
Leslie Fry
2000 16th Street
Denver, CO 80202
leslie.fry@davita.com
IP Address: 208.31.38.197

Record Tracking

Status: Original
9/9/2015 8:02:37 AM PT
Holder: Leslie Fry
leslie.fry@davita.com
Location: DocuSign

Signer Events	Signature	Timestamp
Nicole Brennan nicole.brennan@davita.com Assistant General Counsel DaVita Healthcare Partners Inc. Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	 Using IP Address: 208.31.38.197	Sent: 9/21/2015 12:40:15 PM PT Viewed: 9/24/2015 2:00:50 PM PT Signed: 9/24/2015 2:01:41 PM PT
Jason Bosh jason.bosh@davita.com Divisional Vice President Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/28/2015 7:31:24 AM PT ID: 3f021e54-141a-44e9-esb9-1722de055107	 Using IP Address: 66.170.83.152	Sent: 9/24/2015 2:01:43 PM PT Viewed: 9/24/2015 2:21:40 PM PT Signed: 9/24/2015 2:21:55 PM PT
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**
Danika Lawson danika.lawson@davita.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	COPIED	Sent: 9/24/2015 2:01:43 PM PT Viewed: 9/24/2015 4:28:15 PM PT
Notary Events		**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/24/2015 2:21:57 PM PT
Certified Delivered	Security Checked	9/30/2015 9:57:42 AM PT
Signing Complete	Security Checked	9/30/2015 9:57:42 AM PT
Completed	Security Checked	9/30/2015 9:57:42 AM PT

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.

SECOND AMENDMENT TO LEASE AGREEMENT

This SECOND AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made and entered into as of July 26, 2024 (the "Effective Date"), by and between **NWCH INVESTMENT PROPERTIES LLC**, a Washington limited liability company ("Lessor"), and **TOTAL RENAL CARE, INC.,** a California corporation ("Lessee").

RECITALS:

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement dated November 9, 2004 (the "Original Lease"), as amended by that certain First Amendment to Lease Agreement dated September 30, 2015 (the "First Amendment") (collectively, the "Lease"), concerning approximately 8,900 rentable square feet of space located at 1015 South 348th Street, Federal Way, Washington 98003 (the "Premises") as further described on Exhibit A; and

WHEREAS, the current term of the Lease is set to expire on January 31, 2026, and the parties wish to extend the Lease for a period of 60 months such that it will expire on January 31, 2031 and to otherwise amend the Lease in accordance with the terms below.

AMENDMENT:

NOW THEREFORE, upon the Effective Date, for and in consideration of the mutual covenants contained in this Amendment and other good and valuable consideration exchanged by each of the parties to this Amendment, the receipt and sufficiency of which are hereby acknowledged, the Lease is hereby amended and the parties agree as follows:

1. **Extended Term**. Notwithstanding anything to the contrary in the Lease, the Term is extended for an additional 60 months, commencing on February 1, 2026 and expiring on January 31, 2031 (the "Extended Term").

2. **Rent**. Notwithstanding anything to the contrary in the Lease, beginning on February 1, 2026, Lessee will pay Rent for the Extended Term as set forth below:

Period	Rent per sf/yr	Monthly Rent	Yearly Rent
February 1, 2026- January 31, 2031	$25.00	$18,541.67	$222,500.00

3. **Renewals**. Section 7 of the Original Lease and Section 4 of the First Amendment are deleted in its entirety and replaced with the following:

   Options to Extend. Notwithstanding anything to the contrary in the Lease, Lessee shall retain its right and option to renew the Lease, as amended by this Amendment, for three additional periods of five years each (each a "Renewal Period"). Lessee must exercise each renewal option by notifying Lessor in writing at least 180 days before the expiration of the immediately preceding Extended Term or Renewal Period. If Lessee fails to provide a renewal notice,

Lessor shall notify Lessee in writing at least 90 days before the expiration of the Extended Term or Renewal Period of Lessee's renewal option. Lessee will then have an additional 30-day period after receiving Lessor's notice to exercise its renewal option. If Lessee exercises its renewal option, then all of the terms, covenants and conditions of the Lease, as amended by this Amendment, will continue in full force and effect, except that Rent shall be paid as set forth below:

Renewal Period 1:

Period	**Rental per sf/yr**	**Monthly Base Rent**	**Yearly Base Rent**
February 1, 2031– January 31, 2036	$27.50	$20,395.83	$244,749.96

Renewal Period 2:

Period	**Rental per sf/yr**	**Monthly Base Rent**	**Yearly Base Rent**
February 1, 2036 – January 31, 2041	$30.25	$22,435.42	$269,225.04

Renewal Period 3:

Period	**Rental per sf/yr**	**Monthly Base Rent**	**Yearly Base Rent**
February 1, 2041 – January 31, 2046	$33.28	$24,682.67	$296,192.04

4. **Subrogation.** Section 21 of the Original Lease is deleted in its entirety and replaced with the following:

> "21. Subrogation. Each of the parties to this Lease hereby releases the other and the other's partners, agents and employees, to the extent of each party's property insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage is brought about by the fault or negligence of the other party or its partners, agents or employees; provided, however, that this release will be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance shall contain a clause to the effect that this release will not affect said policy or the right of the insured to recover thereunder. If any policy does not permit such a waiver, and if the party to benefit therefrom requests that such a waiver be obtained, the other party agrees to obtain an endorsement to its insurance policies permitting such waiver of subrogation if it is commercially available and if such policies do not provide therefor. If an additional premium is charged for such waiver, the party benefiting therefrom, if it desires to have the waiver, agrees to pay to the other the amount of such additional premium promptly upon being billed therefor."

5. **Regulatory Compliance**. The reference in Section 43 of the Original Lease (Lessor's Sale of the Building) to "Section 27 above", is hereby changed to "Section 46 below". Section 6 of the First Amendment is hereby deleted. The following is added as Section 46 of the Original Lease:

"46. **Regulatory Compliance**. Lessor represents and warrants that: (a) it is not currently excluded from participation in any federal health care program, as defined under 42 U.S.C. Section 1320a-7b; (b) it is not currently excluded, debarred, suspended or otherwise ineligible to participate in Federal procurement or non-procurement programs; and (c) it has not been convicted of a criminal offense that falls within the scope of 42 U.S.C. Section 1320a-7(a) (each of (a), (b) and (c), an "Exclusion"). Lessor will notify Lessee within two business days of learning of any Exclusion or any basis that may give rise to an Exclusion. In the event of an Exclusion, Lessee may immediately terminate this Lease without further liability. Lessee may screen Lessor against applicable Exclusion databases on an annual basis.

Lessor acknowledges that it is or may be a referral source as to Lessee for services paid for by Medicare or other federal or state programs, as the terms are defined under any federal or state health care anti-referral or anti-kickback regulation, interpretation, or opinion ("Referral Source").

46.1 **Lease Unrelated to Referrals**. It is not the purpose of this Lease to exert any influence over the reason or judgment of any party with respect to the referral of patients or other business between Lessor and Lessee. Rather, any referrals made between the parties will be based solely upon the medical judgment and discretion of the patient's physician. Lessor and Lessee further agree and acknowledge that: (a) Rent is (i) set forth in advance; (ii) consistent with fair market value in an arms-length transaction; (iii) does not take into account the volume or value of any referrals or other business generated between the parties; and (iv) would be reasonable even if no referrals were made between the parties; (b) Lessee's Proportionate Share does not exceed Lessee's pro-rata share of expenses; and (c) the rentable area of the Premises does not exceed the reasonable square footage needed for the legitimate business plans of Lessee.

46.2 **Compliance with Law**. The parties enter into this Lease with the intent of conducting their relationship in full compliance with applicable laws, including the Anti-Kickback Statute, and agree and certify that neither party will violate the Anti-Kickback Statute in performing under this Lease. Notwithstanding any unanticipated effect of any provisions of this Lease, neither party will intentionally conduct itself under the terms of this Lease in a manner that violates any such law. Lessor agrees not to request an advisory opinion related to the legality of this Lease without the approval of Lessee. If a change in applicable health care laws or reimbursement systems affects the legality of this Lease, Lessee may terminate this Lease. Lessor shall notify Lessee of, and cooperate with, any request from a duly authorized government representative (e.g., Secretary of HHS, Comptroller General) for access to books, documents and records related to this Lease. Lessor will indemnify Lessee from any liability arising out of Lessor's refusal to cooperate. Lessor and Lessee further agree that, notwithstanding anything in the Lease to the contrary, any renewals or extensions of this Lease must not exceed fair market value as determined by a third-party evaluation, including a broker opinion of

value or similar market evaluation tool provided by Lessee, at Lessee's sole cost and expense.

46.3 **Additional Requirements**. Lessor will have access to Lessee's Code of Conduct and agrees to abide by the Anti-Kickback Laws Section of the Code and any additional sections as required under this Lease. Lessee's Code of Conduct can be found here: https://www.davita.com/about/corporate-governance/code-of-conduct. Lessor shall report immediately to Lessee any suspected or known violations of Lessee's Code of Conduct or of any violation of applicable federal healthcare program Laws and regulations of which Lessor is aware."

6. **Recycling**. Lessor shall make commercially reasonable efforts to offer recycling as a part of the waste management services provided to Lessee.

7. **Notices**. Notwithstanding anything to the contrary in the Lease, all notices or other communications required or permitted under the Lease or this Amendment must be in writing and delivered by one of the following methods: (a) personal delivery, (b) U.S. Registered or Certified Mail, return receipt requested, postage prepaid, (c) nationally recognized overnight courier, or (d) e-mail transmission (provided an email address is listed below for the receiving party) and will be given to the respective party at the following addresses:

Lessee:	Total Renal Care, Inc. c/o DaVita Inc. Attention: Real Estate Legal 2000 16th Street Denver, CO 80202
With a copy to:	relegal@davita.com Subject: #00651, Federal Way, WA
If related to Rent or Operating Expenses, a copy to:	c/o DaVita Inc. PO Box 3046 Federal Way, WA 98003 Attention: Rent Department
Lessor:	NWCH INVESTMENT PROPERTIES LLC 5312 Pacific Highway East Fife, WA 98424 Attention: Jeff Hogan Email: jeffh@citationmgt.com Phone: 253-279-3238

Notice will be deemed given on the first to occur of the following: (i) the date it is hand delivered, if sent personal delivery, (ii) the third business day after it is deposited in the United States mail, if sent U.S. Registered or Certified Mail, return receipt requested, postage prepaid, (iii) the next business day after it is picked up by the overnight courier, if sent using a nationally recognized overnight courier, or (iv) the date sent by e-mail transmission (provided the sender of the email receives no notification of failed delivery), if sent by email.

Lessor may access additional information regarding contact information for Lessee at https://www.davita.com/about/landlord-support.

8. **Miscellaneous**.

8.1 Counterparts. This Amendment may be executed by electronic signature or in any number of counterparts via electronic transmission or otherwise, each of which will be deemed an original and all of which together will constitute one and the same instrument.

8.2 Entire Agreement. This Amendment and the Lease set forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

8.3 Authority. Lessor and Lessee represent that the parties signing below on behalf of them have the authority and power to bind their respective party.

8.4 Terms. Capitalized terms not otherwise defined in this Amendment have the same meanings as are set forth in the Lease.

8.5 Consents. Lessor hereby represents and warrants to Lessee that all consents required, if any, from lenders, mortgagees, and ground owners, and any other holders of liens or encumbrances on, against, or affecting the Premises and/or the real property on which the Premises are located, have been obtained for execution and performance of this Amendment. Lessor agrees to indemnify, defend and hold Lessee harmless from and against any liability, claim, loss, cost, damage or expense arising from or based upon Lessor's failure to obtain all such required consents.

8.6 Conflicts. Except to the extent expressly stated, modified or amended by this Amendment, all terms and conditions of the Lease are ratified and confirmed and remain in effect as originally written. The parties agree that in the event of any conflict between the terms of the Lease and this Amendment, the provisions of this Amendment will control.

8.7 Parties Bound. This Amendment will be binding upon and inure to the benefit of the parties of this Amendment and their respective heirs, successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties to this Amendment, through their duly authorized representatives, have on the dates set forth below executed this Amendment to be effective as of the Effective Date.

LESSOR:

NWCH INVESTMENT PROPERTIES LLC,
a Washington limited liability company

DocuSigned by:
By: AEFA12082877471...
Name: Jeff Hogan
Title: Manager
Date: July 26, 2024

LESSEE:

TOTAL RENAL CARE, INC.,
a California corporation

Signed by:
By: C4757611CE16484...
Name: Lisa Sherland
Title: Division Vice President
Date: July 26, 2024

FOR LESSEE'S INTERNAL PURPOSES ONLY:

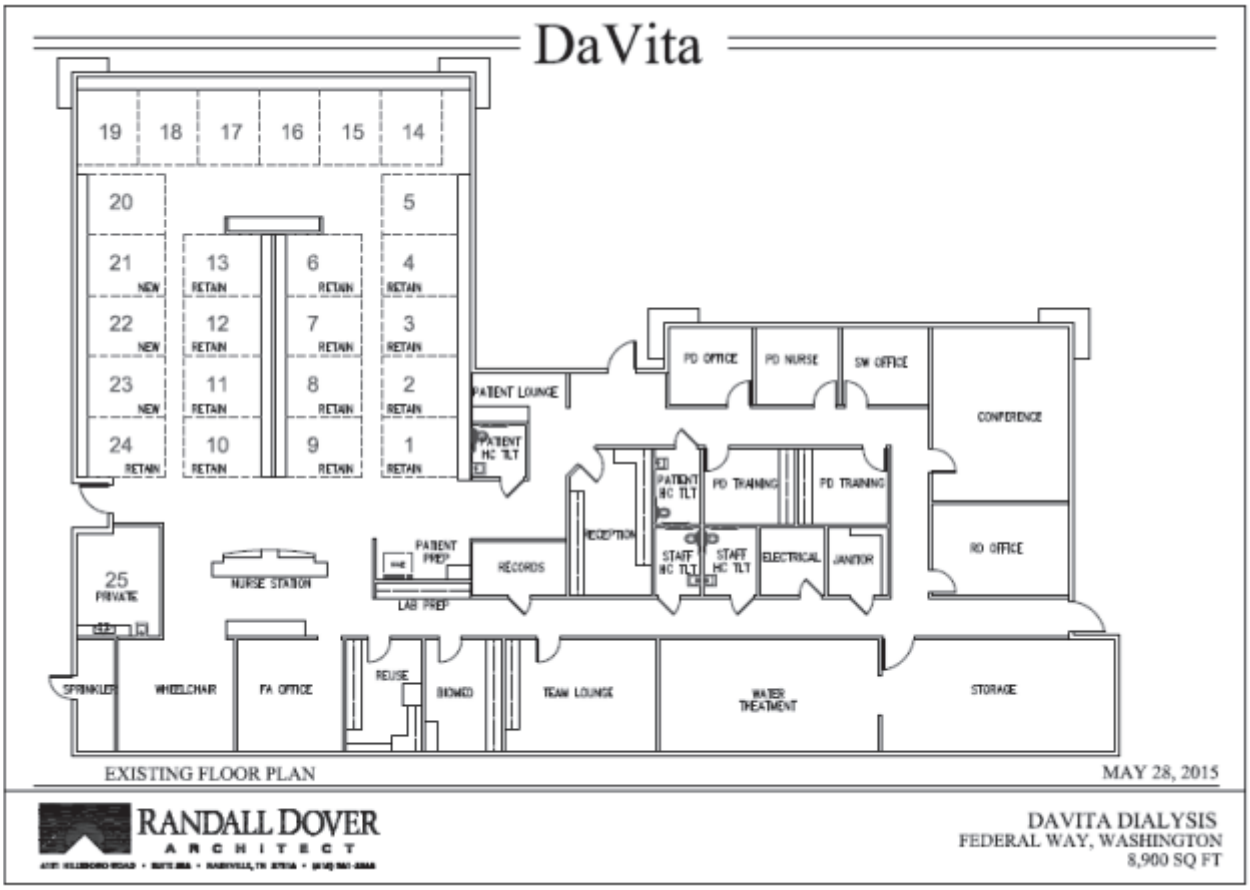
APPROVAL AS TO FORM ONLY:

DocuSigned by:
By: 101A348FF3254B2...
Name: Scott Landblom
Title: Assistant General Counsel

EXHIBIT A

FLOOR PLAN

(same as First Amendment; inserted here for reference)



Appendix 16

Zoning Documentation

King County

King County Department of Assessments

Setting values, serving the community, and promoting fairness and equity.

Department of Assessments

201 South Jackson Street,
Room 708
Seattle, WA 98104

Office Hours:
Mon - Fri
8:30 a.m. to 4:30 p.m.

TEL: 206-296-7300
FAX: 206-296-5107
TTY: 206-296-7888

Send us mail

PARCEL

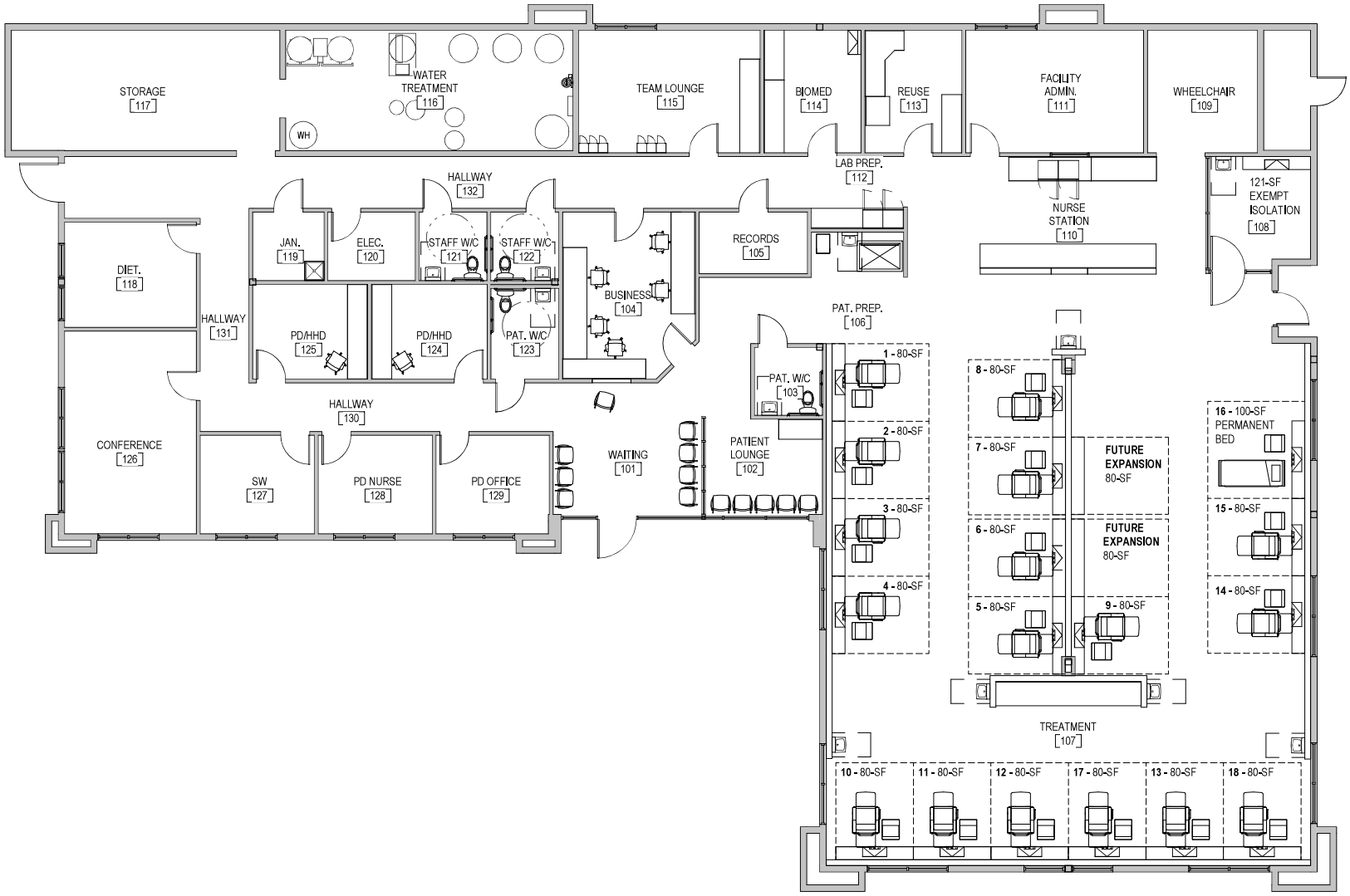
Parcel Number	202104-9140
Name	N.W.C.H. INVESTMENT PROPERT
Site Address	1105 S 348TH ST
Legal	PCL B OF FEDERAL WAY LLA # 05-100275-000-00-SU REC# 20050524900001 SD LLA BEING LOCATED IN POR OF N 1/2 OF S 1/2 OF SE 1/4 OF SEC 20-21-4 LY WLY OF PACIFIC HWY S LESS NLY 10 FT FOR RD PER DEED REC #20070620001883

BUILDING

Year Built	2006
Building Net Square Footage	8717
Construction Class	MASONRY
Building Quality	AVERAGE
Lot Size	62697
Present Use	Medical/Dental Office
Views	No
Waterfront	

Appendix 17

Single Line Drawing



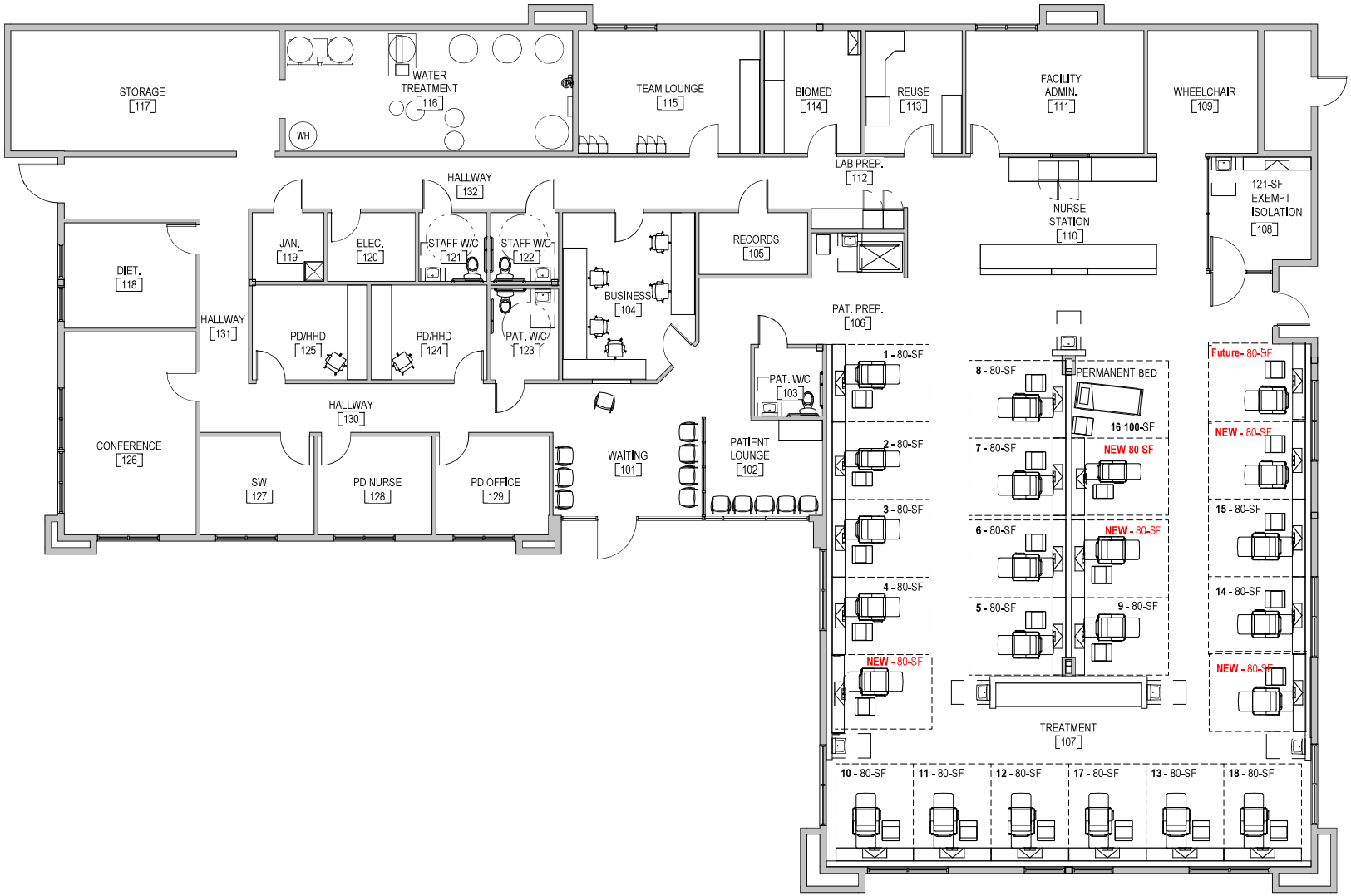
PROPOSED PRELIMINARY FLOOR PLAN - 8,679-SF (NET) 8,900-SF (GROSS)

This preliminary Space Plan represents our understanding of the space code requirements. The final construction documents are subject to review and comments from the landlord as well as local governmental agencies. Changes to the plan may be required to address comments after review of the plans through the plan check process. All square footages noted are preliminary and also may change when the Space Plan is finalized.

DaVita | Federal Way Community Dialysis
1015 S 348TH ST
FEDERAL WAY, WA 98003

11.29.2024

SHEET
PFP1-01



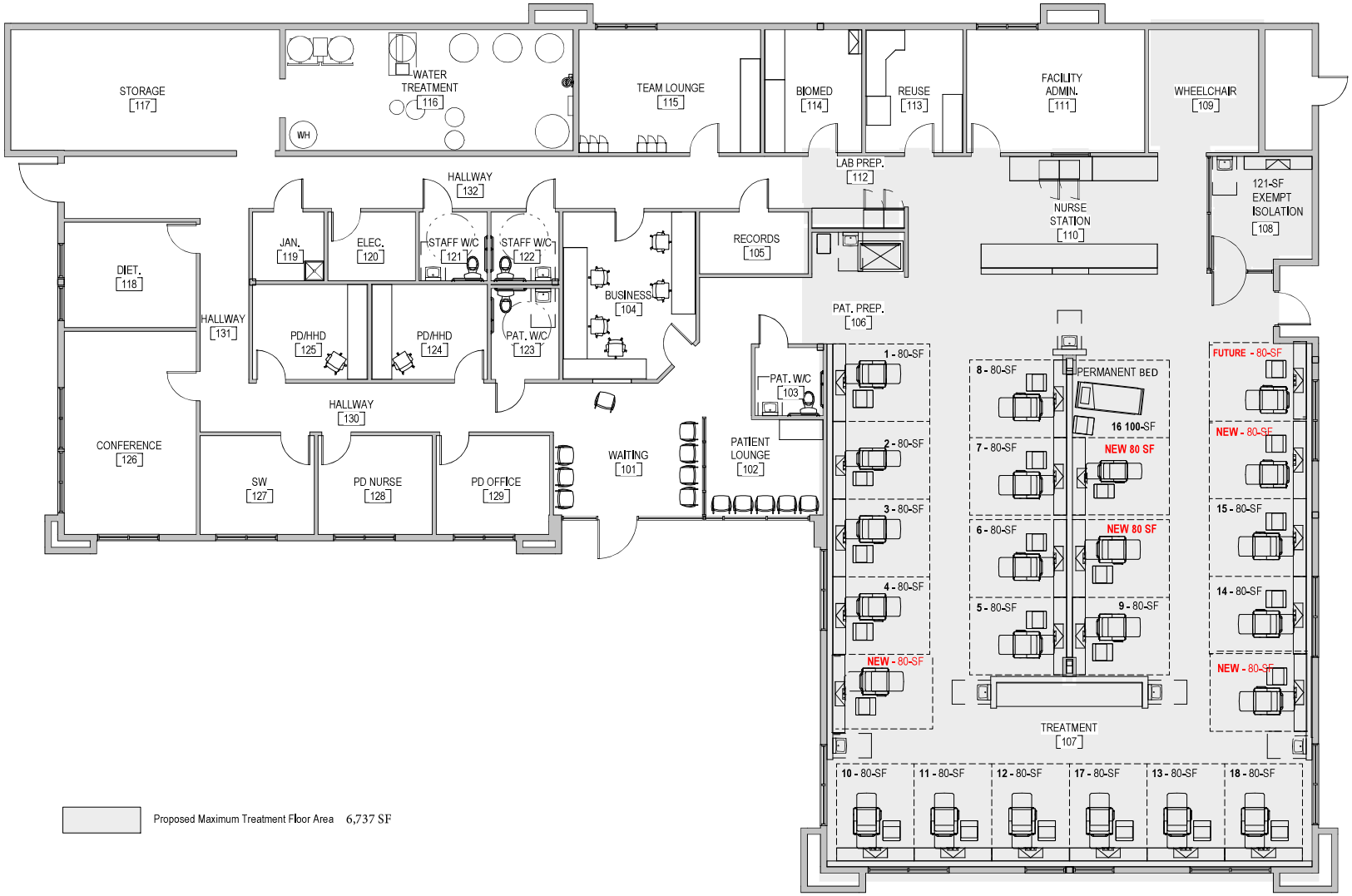
This preliminary Space Plan represents our understanding of the space code requirements. The final construction documents are subject to review and comments from the landlord as well as local governmental agencies. Changes to the plan may be required to address comments after review of the plans through the plan check process. All square footages noted are preliminary and also may change when the Space Plan is finalized.

PROPOSED PRELIMINARY FLOOR PLAN - 8,679-SF (NET) 8,900-SF (GROSS)

DaVita | Federal Way Community Dialysis
1015 S 348TH ST
FEDERAL WAY, WA 98003

PFP1-02

11.29.2024



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PROPOSED PRELIMINARY FLOOR PLAN - 8,679-SF (NET) 8,900-SF (GROSS)

DaVita | Federal Way Community Dialysis
1015 S 348TH ST
FEDERAL WAY, WA 98003

PFP1-03

11.29.2024

SQUARE FOOTAGE ALLOCATION

Category	Before Completion	After Completion
Treatment Floor Area		
Chronic Dialysis Stations	1,360	1,760
Isolation Station	121	121
Permanent Bed Station	100	100
Expansion Stations	160	80
Nurse Station / Med Prep Area	375	375
Patient Prep	116	116
Circulation	1,476	1,156
Treatment Floor Area Total	**3,708**	**3,708**
Non-Treatment Floor Area		
Water Room / Lab Prep	483	483
Re-Use	141	141
Bio-Med	141	141
Staff Toilet / Lounge	370	370
Janitorial / Electric	128	128
Business Office / Medical Records	318	318
Reception	379	379
Conference Room / Huddle	315	315
Home Training, PD & HHD Nurses	384	384
Patient Toilets	130	130
Storage / Med Waste / Wheelchair	547	547
Staff Offices	685	685
HVAC / Circulation	949	949
Non-Treatment Floor Area Total	**4,970**	**4,970**
Total Space (NET)	**8,679**	**8,679**

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	22	3,300
(b) Each isolation station and each permanent bed station	200	1 Bed / 1 ISO	400
(c) Future expansion of two in-center treatment stations; and	150	1	150
(d) Other treatment floor space is 75% of the sum of (a), (b), and (c)			2,888
Maximum Treatment Floor Area Square Footage			**6,738**

This preliminary Space Plan represents our understanding of the space code requirements. The final construction documents are subject to review and comments from the landlord as well as local governmental agencies. Changes to the plan may be required to address comments after review of the plans through the plan check process. All square footages noted are preliminary and also may change when the Space Plan is finalized.

CALCULATIONS

PRELIMINARY FLOOR PLAN - 8,679 (NET) 8,900 (GROSS)

DaVita | Federal Way Community Dialysis
1015 S 348TH ST
FEDERAL WAY, WA 98003

11-29-2024

SHEET
PFP1-4

Appendix 18

CKD Community Education

POLICY # COMP-DKC-049	Version: 12.0	Page 1 of 5
TITLE: Community Education Programs Policy		
Department: Compliance (Team Quest)	Effective date: 7/21/2023	

Teammates must promptly report all potential violations of DaVita's Code of Conduct, Compliance Policies and Procedures and/or applicable laws or regulations. Reports should be made to the Compliance Department (Team Quest), or the Compliance Hotline (1-888-458-5848 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 QUESTionLine.ethicspoint.com.

1. PURPOSE

The purpose of this policy is to provide compliance requirements for Community Education Programs and teammate interaction with Participants related to such initiatives.

2. SCOPE

This policy applies to DaVita Kidney Care, which includes DaVita's domestic dialysis business, Strategic Initiatives (SIs) and any other subsidiaries and affiliated entities. The list of current SIs can be found here.

3. DEFINITIONS

Term	Definition
Community Education Program	A no-cost education program that provides general information to Participants in the community to raise awareness or improve health outcomes. Community Education Programs are not limited to DaVita patients and are open to all Participants regardless of affiliation to physicians/providers, employment or insurance status.
Kidney Smart Working and Insurance	A Kidney Smart program curriculum that is intended to provide insurance and employment education to the community. This curriculum is also referred to as 'Healthy Transitions.'
Kidney Smart	A Community Education Program provided to Participants as a guide to chronic kidney disease and dialysis modalities, regardless of affiliation to physicians/providers, such as DaVita, and the Participant's employment or insurance status.
Participant	An individual who takes part in a Community Education Program.
Referral Source	Any person or entity in a position to refer, recommend, or arrange for any item or service from or furnished by a DaVita center, DaVita business unit or subsidiary. Examples of Referral Sources include, but are not limited to: hospitals, all physicians, nurses, physician assistants, physician practice managers, social workers, discharge planners and case managers. Any Immediate Family Member of a Referral Source is considered a Referral Source for the purpose of this definition.

Origination Date: 2/2014
Reviewed: 5/2014, 10/2014, 10/2015, 12/2016, 7/2018, 11/2018, 9/2019, 11/2019, 6/2021, 6/2022, 7/2023

4. POLICY

4.1. Program Content and Materials

4.1.1. Community Education Programs must be designed to provide general, standardized, fact-based and objective education content to Participants.

4.1.2. Community Education Programs must be provided at no cost to Participants (or third-party payors).

4.1.3. Community Education Programs should not be offered to Referral Sources in order to induce or reward referrals to DaVita.

4.1.4. Community Education Program Content must be provider-neutral and must not include marketing or promotional materials for any specific provider, including DaVita.

4.1.5. Educational materials must be fact-based and objective and must not include language that is persuasive, emotional or hyperbolic in nature. Materials with targeted or subliminal marketing strategies must not be used for educational purposes.

4.1.6. Education content must be limited to the following:

(a) Information regarding disease state awareness and preventions.

(b) Information regarding healthy diet and lifestyle options.

(c) All treatment modality options including transplant, in-center hemodialysis (ICHD), home hemodialysis (HHD), peritoneal dialysis (PD), palliative care, hospice care and conservative therapy.

(d) Information regarding vascular access awareness, such as early recognition of access function.

(e) General education about health care insurance and/or employment options.

- Individualized, objective and fact-based health care insurance and/or employment education may be provided for Participants within the Kidney Smart Working and Insurance program.

(f) Educational topics outside of the above must be reviewed and approved by Team Quest and the Justice League of DaVita (JLD).

4.1.7. Medical advice must not be provided as part of a Community Education Program.

4.1.8. DaVita should never initiate the shift in focus from objective, fact-based education for purposes of DaVita promotion. If a Participant requests information specific to DaVita items or services, teammates should refer the Participant to a designated teammate for further education.

- For example, in the course of education, a Participant may be referred to a facility administrator or home lead when a Participant is interested in DaVita dialysis.
- Educators may not provide their opinion or recommendation about a provider to a Participant, even if the Participant asks the educator.

4.1.9. All Community Education Program presentations and materials must include the No Medical Advice Given Disclaimer.

Origination Date: 2/2014
Reviwed: 5/2014, 10/2014, 10/2015,
12/2016, 7/2016, 11/2018, 9/2019, 11/2019, 6/2021, 6/2022,
7/2023

4.1.10. All collateral materials in connection with Community Education Programs must be reviewed and approved by Team Quest and JLD. Teammates found to be using non-approved materials may be subject to corrective action.

4.1.11. Upon request of a health care provider, materials for Community Education Programs may be provided to hospitals, physician practices and other health care providers to raise awareness and educate on the available community programs.

4.1.12. Teammates may also reference the Community Education Program Guidelines document for additional support and clarifications.

4.2. Educators

4.2.1. Community Education Programs may only be conducted by teammates who have completed the appropriate compliance training course and any operational program requirements.

4.2.2. Educators may not be offered incentives based on Participants choosing DaVita as their health care provider after completing a Community Education Program. All teammate incentives must align with the Teammate Incentive Program Handbook.

4.2.3. Educators' appearance and clothing must be provider-neutral when providing Community Education (e.g. not DaVita branded).

4.3. Appropriate Venues

4.3.1. DaVita may never pay Referral Sources to use space for Community Education Programs.

4.3.2. Community Education Programs may only be offered in the following venues:

(a) Community-based locations (e.g., libraries, 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).

(b) DaVita centers or offices

- Community Education Programs may take place in a DaVita center's or office's conference room provided that the conference room is easily accessible by attending Participants (i.e., exterior door for Participants to enter/exit near the conference room, Participants are not walking through the dialysis treatment floor).

(c) Physician practice

- Community Education Programs can occur in a common area of a physician practice if the class was offered in advance and made open to the public. Community Education Programs should not occur in a physician's personal office space or treatment room.

- Where Community Education Programs are desired to occur in a physician practice, consideration should be offered to all physician practice locations in a region regardless of whether the practice is affiliated with or otherwise

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7/2023

involved in a financial arrangement (e.g., joint venture partnership) with DaVita.

- Use of a physician practice for Community Education Programs should never be offered in exchange for referrals, fees or items of value.

(d) Restricted venues

- Unless otherwise reviewed and approved by JLD and TQ, Community Education Programs must not be offered in-person at the hospital bedside, in the Participant's home or other personal residence.

4.3.3. Any request to hold community education outside of the aforementioned must be reviewed and approved by Team Quest and JLD.

4.4. Delivery Method and One-On-One Education

4.4.1. Community Education Programs may be delivered to Participants through the following methods:

(a) In-person (i.e., live class settings)

- One-on-one with a Participant may be provided in an appropriate venue, such as a common area of a physician practice, if the class was offered in advance and made open to the public.

(b) Online or virtual (i.e., via video conference platform such as WebEx)

- One-on-one with a Participant may be provided if the online or virtual class was offered in advance and made open to the public.

(c) Telephone

- One-on-one with a Participant, or limited attendance, may be provided via telephone, so long as (1) online or virtual and in-person classes are not feasible; and (2) an educator is available.
- Kidney Smart Working and Insurance may also be delivered via telephone to a Participant as a one-on-one delivery method.

4.4.2. Any means of delivery outside of the aforementioned must be reviewed and approved by Team Quest and JLD.

4.5. Post-Education Follow-Up

4.5.1. After the education is complete, educators may follow up with the Participant only if the Participant agreed to receive such contact by completing their attendance form.

(a) It is acceptable to contact a Participant for follow-up by telephone for Kidney Smart Working and Insurance when the Participant has completed their attendance form.

(b) It is never acceptable to contact a Participant post-education to market or promote any specific provider, including DaVita.

4.5.2. Information gathered from a Participant may only be used for Community Education Program purposes, unless reviewed and approved by Team Quest and JLD. Please see the Direct Referral Source Patient Volume Data Policy for more information on other data uses.

Origination Date: 2/2014
Reviwed: 5/2014, 10/2014, 10/2015, 12/2016, 7/2016, 11/2018, 9/2019, 11/2019, 6/2021, 6/2022, 7/2023

4.6. Financial

4.6.1. Community Education Programs must be offered at no cost to any Participant, regardless of the Participant's treating nephrologist, other health care providers, insurance or employment status.

4.6.2. Community Education Programs must not replace, coordinate with or otherwise offset currently-offered or reimbursable education or services provided by the Participant's treating physician (e.g., Medicare Improvements for Patients & Providers Act).

4.6.3. Community Education Programs must not be billed by any party.

4.6.4. It is appropriate for teammates to refer Participants with financial assistance questions to the American Kidney Fund (AKF) and inform Participants that there may be financial assistance available to ESKD patients from AKF or certain state aid programs, regardless of their choice of dialysis provider.

4.6.5. Discussions related to DaVita-specific financial assistance must be limited to Participants who are DaVita patients.

4.7. Pilot Programs

4.7.1. Any pilot programs related to Community Education Programs must be reviewed and approved by Team Quest and JLD.

4.8. Community Education Programs are subject to the Global Records Retention Policy.

5. PROCEDURE

→ *N/A*

6. APPLICABLE DOCUMENTS

→ Community Education Program Guidelines document
→ Kidney Smart Program Requirements Policy
→ No Medical Advice Given Disclaimer
→ Teammate Incentive Program (TMIP) Handbook
→ For any questions regarding this policy, please contact the Team Quest QUESTionLine at QUESTionLine.ethicspoint.com.

Origination Date: 2/2014
Reviewed: 5/2014, 10/2014, 10/2015, 12/2016, 7/2016, 11/2018, 9/2019, 11/2019, 6/2021, 6/2022, 7/2023