

REFINITIV

DELTA REPORT

10-Q

DVA - DAVITA INC.

10-Q - JUNE 30, 2024 COMPARED TO 10-Q - MARCH 31, 2024

The following comparison report has been automatically generated

TOTAL DELTAS	1817
CHANGES	288
DELETIONS	1083
ADDITIONS	446

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


FORM 10-Q

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

For the Quarterly Period Ended **March 31, 2024** **June 30, 2024**
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

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DAVITA INC.

Delaware
(State of incorporation)

51-0354549
(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	NYSE

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	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Emerging growth company	<input type="checkbox"/>		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act) Yes ☐ No ☒

As of **April 26, 2024** **August 2, 2024**, the number of shares of the registrant's common stock outstanding was approximately **87.7 million** **83.9 million** shares.

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

	Three months ended March 31,		Three months ended March 31,		Three months ended March 31,		Three months ended March 31,		Three months ended June 30,		Six months ended June 30,			
	</													

Net income
Net income
Other comprehensive (loss) income, net of tax:
Other comprehensive (loss) income, net of tax:
Other comprehensive (loss) income, net of tax:
Unrealized gains (losses) on interest rate cap agreements:
Unrealized gains (losses) on interest rate cap agreements:
Unrealized gains (losses) on interest rate cap agreements:
Unrealized gains (losses)
Unrealized gains (losses)
Unrealized gains (losses)
Reclassifications of net realized gains into net income
Reclassifications of net realized gains into net income
Unrealized gains on interest rate cap agreements:
Unrealized gains on interest rate cap agreements:
Unrealized gains on interest rate cap agreements:
Unrealized gains
Unrealized gains
Unrealized gains
Reclassifications of net realized gains into net income
Unrealized (losses) gains on foreign currency translation:
Unrealized (losses) gains on foreign currency translation:
Unrealized (losses) gains on foreign currency translation:
Other comprehensive (loss) income
Other comprehensive (loss) income
Other comprehensive (loss) income
Total comprehensive income
Total comprehensive income
Total comprehensive income
Less: Comprehensive income attributable to noncontrolling interests
Less: Comprehensive income attributable to noncontrolling interests
Less: Comprehensive income attributable to noncontrolling interests
Comprehensive income attributable to DaVita Inc.
Comprehensive income attributable to DaVita Inc.
Comprehensive income attributable to DaVita Inc.

See notes to condensed consolidated financial statements.

DAVITA INC.

CONSOLIDATED BALANCE SHEETS

(unaudited)

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

	March 31, 2024	December 31, 2023
	June 30, 2024	December 31, 2023
ASSETS	ASSETS	ASSETS
Cash and cash equivalents		
Restricted cash and equivalents		
Short-term investments		
Accounts receivable		
Inventories		
Other receivables		
Prepaid and other current assets		
Income tax receivable		

Total current assets			
Property and equipment, net of accumulated depreciation of \$5,921,761 and \$5,759,514, respectively			
Property and equipment, net of accumulated depreciation of \$6,058,826 and \$5,759,514, respectively			
Operating lease right-of-use assets			
Intangible assets, net of accumulated amortization of \$37,053 and \$38,445, respectively			
Intangible assets, net of accumulated amortization of \$38,752 and \$38,445, respectively			
Equity method and other investments			
Long-term investments			
Other long-term assets			
Goodwill			
LIABILITIES AND EQUITY	LIABILITIES AND EQUITY	LIABILITIES AND EQUITY	LIABILITIES AND EQUITY
Accounts payable			
Other liabilities			
Accrued compensation and benefits			
Current portion of operating lease liabilities			
Current portion of long-term debt			
Income tax payable			
Total current liabilities			
Long-term operating lease liabilities			
Long-term debt			
Other long-term liabilities			
Deferred income taxes			
Total liabilities			
Commitments and contingencies			
Noncontrolling interests subject to put provisions			
Noncontrolling interests subject to put provisions			
Noncontrolling interests subject to put provisions			
Equity:	Equity:	Equity:	
Preferred stock (\$0.001 par value, 5,000 shares authorized; none issued)			
Common stock (\$0.001 par value, 450,000 shares authorized; 89,822 and 87,703 shares issued and outstanding at March 31, 2024, respectively, and 88,824 shares issued and outstanding at December 31, 2023)			
Common stock (\$0.001 par value, 450,000 shares authorized; 89,855 and 85,081 shares issued and outstanding at June 30, 2024, respectively, and 88,824 shares issued and outstanding at December 31, 2023)			
Additional paid-in capital			
Retained earnings			
Treasury stock (2,119 and zero shares, respectively)			
Treasury stock (4,774 and zero shares, respectively)			
Accumulated other comprehensive loss			
Total DaVita Inc. shareholders' equity			
Noncontrolling interests not subject to put provisions			
Total equity			

See notes to condensed consolidated financial statements.

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

		Three months ended March 31,		Six months ended June 30,
		2024	2023	2024
Cash flows from operating activities:	Cash flows from operating activities:			

Net income

Adjustments to reconcile net income to net cash provided by operating activities:	Adjustments to reconcile net income to net cash provided by operating activities:	Adjustments to reconcile net income to net cash provided by operating activities:
Depreciation and amortization		
Loss on extinguishment of debt		
Stock-based compensation expense		
Stock-based compensation expense		
Stock-based compensation expense		
Deferred income taxes		
Equity investment loss, net		
Gain on changes in ownership interest		
Other non-cash charges, net		
Other non-cash losses and (gains), net		
Changes in operating assets and liabilities, net of effect of acquisitions and divestitures:		
Accounts receivable		
Accounts receivable		
Accounts receivable		
Inventories		
Other current assets		
Other long-term assets		
Accounts payable		
Accrued compensation and benefits		
Other current liabilities		
Income taxes		
Other long-term liabilities		
Net cash (used in) provided by operating activities		
Net cash provided by operating activities		
Cash flows from investing activities:	Cash flows from investing activities:	Cash flows from investing activities:
Additions of property and equipment		
Acquisitions		
Proceeds from asset and business sales		
Purchase of debt investments held-to-maturity		
Purchase of other debt and equity investments		
Proceeds from debt investments held-to-maturity		
Proceeds from sale of other debt and equity investments		
Purchase of equity method investments		
Purchase of equity method investments		
Purchase of equity method investments		
Distributions from equity method investments		
Net cash used in investing activities		
Cash flows from financing activities:		
Borrowings		
Borrowings		
Borrowings		
Payments on long-term debt		
Deferred and debt related financing costs		
Purchase of treasury stock		
Distributions to noncontrolling interests		

Net payments related to stock purchases and awards
Contributions from noncontrolling interests
Proceeds from sales of additional noncontrolling interests
Purchases of noncontrolling interests
Net cash provided by (used in) financing activities
Net cash used in financing activities
Effect of exchange rate changes on cash, cash equivalents and restricted cash
Net (decrease) increase in cash, cash equivalents and restricted cash
Net increase in cash, cash equivalents and restricted cash
Cash, cash equivalents and restricted cash at beginning of the year
Cash, cash equivalents and restricted cash at end of the period
See notes to condensed consolidated financial statements.

DAVITA INC.

CONSOLIDATED STATEMENTS OF EQUITY

(unaudited)

(dollars and shares in thousands)

Three months ended March 31, 2024
Three months ended March 31, 2024
Three months ended March 31, 2024
Three months ended June 30, 2024
Three months ended June 30, 2024
Three months ended June 30, 2024

Balance at December 31, 2023
Balance at December 31, 2023
Balance at December 31, 2023
Balance at March 31, 2024
Balance at March 31, 2024
Balance at March 31, 2024
Comprehensive income:
Comprehensive income:
Comprehensive income:
Net income
Net income
Net income
Other comprehensive loss
Other comprehensive loss
Other comprehensive loss
Stock award plan
Stock award plan
Stock award plan
Stock-settled stock-based compensation expense
Stock-settled stock-based compensation expense

Stock-settled stock-based compensation expense
Changes in noncontrolling interest from:
Changes in noncontrolling interest from:
Changes in noncontrolling interest from:
Distributions
Distributions
Distributions
Contributions
Contributions
Contributions
Acquisitions and divestitures
Acquisitions and divestitures
Acquisitions and divestitures
Partial purchases
Partial purchases
Partial purchases
Fair value remeasurements
Fair value remeasurements
Fair value remeasurements
Purchase of treasury stock
Purchase of treasury stock
Purchase of treasury stock
Balance at March 31, 2024
Balance at June 30, 2024
Balance at March 31, 2024
Balance at June 30, 2024
Balance at March 31, 2024
Balance at June 30, 2024

	Three months ended March 31, 2023			Six months ended June 30, 2024		
	Non-controlling interests subject to put provisions	DaVita Inc. Shareholders' Equity	Non-controlling interests not subject to put provisions	Non-controlling interests subject to put provisions	DaVita Inc. Shareholders' Equity	Non-controlling interests not subject to put provisions
Balance at December 31, 2022						
Balance at December 31, 2022						
Balance at December 31, 2022						
Balance at December 31, 2023						
Balance at December 31, 2023						
Balance at December 31, 2023						
Comprehensive income:						
Net income						
Net income						
Net income						
Other comprehensive income						
Other comprehensive loss						
Stock award plan						

Stock award plan			
Stock award plan			
Stock-settled stock-based compensation expense			
Stock-settled stock-based compensation expense			
Stock-settled stock-based compensation expense			
Changes in noncontrolling interest from:			
Changes in noncontrolling interest from:			
Changes in noncontrolling interest from:			
Distributions			
Distributions			
Distributions			
Contributions			
Acquisitions and divestitures			
Fair value remeasurements			
Fair value remeasurements			
Partial purchases	(36,499)	(3,178)	(3,178)
Fair value remeasurements			
Purchase of treasury stock			
Purchase of treasury stock			
Purchase of treasury stock			
Balance at March 31, 2023			
Balance at June 30, 2024			
Balance at June 30, 2024			
Balance at March 31, 2023			
Balance at March 31, 2023			
Balance at June 30, 2024			

	Three months ended June 30, 2023										
	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 loss	Total		
		Shares	Amount			Shares	Amount				
Balance at March 31, 2023	\$ 1,398,829	90,650	\$ 91	\$ 590,251	\$ 290,034	—	\$ —	\$ (54,906)	\$ 825,470	\$ 194,403	
Comprehensive income:											
Net income	50,259				178,691				178,691	17,427	
Other comprehensive loss								47,854	47,854		
Stock award plan		621		(39,080)					(39,080)		
Stock-settled stock-based compensation expense				28,661					28,661		
Changes in noncontrolling interest from:											
Distributions	(45,724)									(23,617)	
Contributions	1,861									360	
Acquisitions and divestitures				54					54	58	
Partial purchases	(700)			(5,182)					(5,182)	(5)	

Fair value remeasurements	19,024				(19,024)				(19,024)											
Balance at June 30, 2023	\$	1,423,549		91,271	\$	91	\$	555,680	\$	468,725		—	\$	—	\$	(7,052)	\$	1,017,444	\$	188,626

	Six months ended June 30, 2023																		
	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 loss	Total										
		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		86,951							294,238							294,238		35,856	
Other comprehensive income														62,134		62,134			
Stock award plan			860		1		(48,603)									(48,602)			
Stock-settled stock-based compensation expense							53,508									53,508			
Changes in noncontrolling interest from:																			
Distributions		(81,274)																(42,904)	
Contributions		5,609																1,337	
Acquisitions and divestitures							13,077									13,077		30,776	
Partial purchases		(700)					(5,182)									(5,182)		(5)	
Fair value remeasurements		64,055					(64,055)									(64,055)			
Balance at June 30, 2023	\$	1,423,549	91,271	\$	91	\$	555,680	\$	468,725	—	\$	—	\$	(7,052)	\$	1,017,444	\$	188,626	

See notes to condensed consolidated financial statements.

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

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

1. Condensed consolidated interim financial statements

The unaudited condensed consolidated interim financial statements included in this report are prepared by the Company. In the opinion of management, all adjustments necessary for a fair presentation of the results of operations are reflected in these condensed consolidated interim financial statements. All significant intercompany accounts and transactions have been eliminated. The preparation of these financial statements requires management to make estimates and assumptions that affect the reported amounts of revenues, expenses, assets, liabilities, contingencies, and noncontrolling interests subject to put provisions. The most significant estimates and assumptions underlying these financial statements and accompanying notes generally involve revenue recognition and accounts receivable, certain fair value estimates, accounting for income taxes, and loss contingencies. The results of operations reflected in these interim financial statements may not necessarily be indicative of annual operating results. These condensed consolidated interim financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the year ended December 31, 2023 (2023 10-K). Prior period classifications conform to the current period presentation. **The Company has evaluated subsequent events through the date these condensed consolidated interim financial statements were issued and has included all necessary adjustments and disclosures.**

2. Revenue recognition

The following tables summarize the Company's segment revenues by primary payor source:

Three months ended March 31, 2024					Three months ended March 31, 2023				
Three months ended June 30, 2024					Three months ended June 30, 2023				
U.S. dialysis	U.S. dialysis	Other — Ancillary services	Consolidated	U.S. dialysis	Other — Ancillary services	Consolidated	U.S. dialysis	Other — Ancillary services	Consolidated
Dialysis patient service revenues:									

Medicare and Medicare
Advantage

Medicare and Medicare
Advantage

Medicare and Medicare
Advantage

Medicaid and Managed
Medicaid

Other government

Commercial

Other revenues:

Medicare and Medicare
Advantage

Medicare and Medicare
Advantage

Medicare and Medicare
Advantage

Medicaid and Managed
Medicaid

Commercial

Other⁽¹⁾

Eliminations of
intersegment revenues

Total

DAVITA INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(continued)

(unaudited)

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

	Six months ended June 30, 2024			Six months ended June 30, 2023		
	Other - Ancillary		Consolidated	Other - Ancillary		Consolidated
	U.S. dialysis	services		U.S. dialysis	services	
Dialysis patient service revenues:						
Medicare and Medicare Advantage	\$ 3,118,696	\$	\$ 3,118,696	\$ 3,022,405	\$	\$ 3,022,405
Medicaid and Managed Medicaid	425,075		425,075	421,790		421,790
Other government	162,924	322,309	485,233	174,570	247,550	422,120
Commercial	1,878,455	132,564	2,011,019	1,711,427	115,387	1,826,814
Other revenues:						
Medicare and Medicare Advantage		200,542	200,542		180,475	180,475
Medicaid and Managed Medicaid		841	841		965	965
Commercial		17,140	17,140		4,825	4,825
Other ⁽¹⁾	12,021	30,669	42,690	12,583	26,275	38,858
Eliminations of intersegment revenues	(37,389)	(6,570)	(43,959)	(42,410)	(2,774)	(45,184)
Total	\$ 5,559,782	\$ 697,495	\$ 6,257,277	\$ 5,300,365	\$ 572,703	\$ 5,873,068

(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.

There are significant uncertainties 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 determination of applicable primary and secondary coverage, changes in patient insurance 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.

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.

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

DAVITA INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(continued)
(unaudited)
(dollars and shares in thousands, except per share data)

revenues are estimated and recognized in the period the performance obligation is met, subject to applicable measurement constraints. The Company's integrated kidney care (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 or adjusted medical cost targets.

For its IKC business, the Company recognized revenues for performance obligations satisfied in previous years of \$19,450 \$31,309 and \$12,821 \$23,303 during the three six months ended March 31, 2024 June 30, 2024 and 2023, respectively. The delay in recognition of these amounts resulted predominantly from measurement limitations and recognition constraints on our the Company's 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 constrained for plan year 2023.

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.

DAVITA INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(continued)
(unaudited)
(dollars and shares in thousands, except per share data)

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 the 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:

	Three months ended June 30,		Six months ended June 30,	
	2024	2023	2024	2023
Net income attributable to DaVita Inc.				
Net income attributable to DaVita Inc.				
Net income attributable to DaVita Inc.				
Weighted average shares outstanding:				
Weighted average shares outstanding:				
Weighted average shares outstanding:				
Basic shares				
Basic shares				
Basic shares				
Assumed incremental from stock plans				
Assumed incremental from stock plans				

Assumed incremental from stock plans
Diluted shares
Diluted shares
Diluted shares
Basic net income per share attributable to DaVita Inc.
Basic net income per share attributable to DaVita Inc.
Basic net income per share attributable to DaVita Inc.
Diluted net income per share attributable to DaVita Inc.
Diluted net income per share attributable to DaVita Inc.
Diluted net income per share attributable to DaVita Inc.
Anti-dilutive stock-settled awards excluded from calculation ⁽¹⁾
Anti-dilutive stock-settled awards excluded from calculation ⁽¹⁾
Anti-dilutive stock-settled awards excluded from calculation ⁽¹⁾

(1) Shares associated with stock awards excluded from the diluted denominator calculation because they were anti-dilutive under the treasury stock method.

DAVITA INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(continued)
(unaudited)
(dollars and shares in thousands, except per share data)

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:

	March 31, 2024			December 31, 2023		June 30, 2024		December 31, 2023					
	Debt securities	Debt securities	Equity securities	Total	Debt securities	Equity securities	Total	Debt securities	Equity securities	Total	Debt securities	Equity securities	Total
Certificates of deposit and other time deposits													
Investments in mutual funds and common stocks													
Short-term investments													
Long-term investments													

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 **March 31, 2024** **June 30, 2024** and December 31, 2023.

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.

5. 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, 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
Acquisitions		102,082		35,208		137,290
Divestitures		(1,687)		—		(1,687)
Foreign currency and other adjustments		—		(18,461)		(18,461)
Balance at March 31, 2024	\$	6,517,220	\$	712,482	\$	7,229,702
Balance at March 31, 2024:						

Goodwill	\$	6,517,220	\$	858,977	\$	7,376,197
Accumulated impairment charges		—		(146,495)		(146,495)
	\$	6,517,220	\$	712,482	\$	7,229,702

The Company did not recognize any goodwill impairment charges during the three months ended March 31, 2024 or the three months ended March 31, 2023. None of the Company's various reporting units were considered at risk of significant goodwill impairment as of March 31, 2024.

DAVITA INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(continued)
(unaudited)
(dollars and shares in thousands, except per share data)

5. 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, 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
Acquisitions	102,082	35,735	137,817
Divestitures	(1,687)	—	(1,687)
Foreign currency and other adjustments	—	(47,291)	(47,291)
Balance at June 30, 2024	\$ 6,517,220	\$ 684,179	\$ 7,201,399
Balance at June 30, 2024:			
Goodwill	\$ 6,517,220	\$ 829,684	\$ 7,346,904
Accumulated impairment charges	—	(145,505)	(145,505)
	\$ 6,517,220	\$ 684,179	\$ 7,201,399

The Company did not recognize any goodwill impairment charges during the six months ended June 30, 2024 or the six months ended June 30, 2023.

The Company performed various annual impairment assessments during the six months ended June 30, 2024, with no impairment indicated. None of the Company's various reporting units were considered at risk of significant goodwill impairment as of June 30, 2024.

6. 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:

	March 31, 2024	December 31, 2023
Mozarc Medical Holdings LLC		
	June 30, 2024	December 31, 2023
Mozarc Medical Holding LLC		
APAC joint venture		
Other equity method partnerships		
Adjusted cost method and other investments		
	\$	

During the three six months ended March 31, 2024 June 30, 2024 and 2023 the Company recognized equity investment income of \$6,682 \$12,163 and \$6,820, \$15,274, respectively, from its equity method investments in nonconsolidated dialysis partnerships. The Company also recognized equity investment losses from other equity method investments of \$(19,029) \$(54,633) and \$(2,478) \$(15,568) in other (loss) income, net during the three six months ended March 31, 2024 June 30, 2024 and 2023, respectively.

See Note 8 to the Company's consolidated financial statements included in the 2023 10-K for further description of the Company's equity method investments.

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7. Long-term debt

Long-term debt comprised the following:

					As of March 31, 2024
	March 31, 2024	December 31, 2023	Maturity date	Interest rate	Estimated fair value ⁽¹⁾
					As of June 30, 2024
	June 30, 2024	December 31, 2023	Maturity date	Interest rate	Estimated fair value ⁽¹⁾
Senior Secured Credit Facilities:					
Term Loan A-1					
Term Loan A-1					
Term Loan A-1					
Term Loan B-1					
Extended Term Loan B-1					
Revolving line of credit					
Senior Notes:					
4.625% Senior Notes					
4.625% Senior Notes					
4.625% Senior Notes					
3.75% Senior Notes					
Acquisition obligations and other notes payable ⁽⁴⁾					
Financing lease obligations ⁽⁵⁾					
CHC temporary funding assistance ⁽⁶⁾					
CHC temporary funding assistance ⁽⁶⁾					
CHC temporary funding assistance ⁽⁶⁾					
Total debt principal outstanding					
Total debt principal outstanding					
Total debt principal outstanding					
Discount, premium and deferred financing costs ⁽⁶⁾					
Discount, premium and deferred financing costs ⁽⁶⁾					
Discount, premium and deferred financing costs ⁽⁶⁾					
Discount, premium and deferred financing costs ⁽⁷⁾					
Discount, premium and deferred financing costs ⁽⁷⁾					
Discount, premium and deferred financing costs ⁽⁷⁾					
Less current portion					
Less current portion					
Less current portion					

- (1) For the Company's senior secured credit facilities, fair value estimates are based upon on bid and ask quotes, a level 2 input. For our the Company's 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. For the CHC temporary funding assistance, the carrying value presented here approximates the estimated fair value based on the short-term nature of settlement.
- (2) Outstanding Term Loan A-1 and the 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 Revolving line of credit balances become due at that 91 day date (May 13, 2026).
- (3) The Company's senior secured credit facilities bear interest at Term SOFR, plus a CSA and an interest rate margin, with certain portions also subject to a credit spread adjustment (CSA). Term SOFR plus CSA is referred to as detailed "Base" in the table above. The Term Loan A-1 and revolving line of credit bear a CSA of 0.10%. As of March 31, 2024 June 30, 2024, the CSA for all tranches outstanding on the Company's Term Loan B-1 was 0.11%.
- (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 March 31, 2024 June 30, 2024.

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- (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) The Change Healthcare (CHC) temporary funding assistance, as described below, is interest-free and amounts provided under this program are subject to repayment within 45 business days from a future date to be mutually agreed to by the parties. The balance is included in the Company's current portion of long-term debt as of June 30, 2024.
- (7) As of **March 31, 2024** **June 30, 2024**, the carrying amount of the Company's senior secured credit facilities has been reduced by a discount of **\$2,251** **\$9,433** and deferred financing costs of **\$30,358** **\$31,257**, and the carrying amount of the Company's senior notes has been reduced by deferred financing costs of **\$30,313** **\$29,136** and increased by a debt premium of **\$11,656** **\$11,184**. As of December 31, 2023, the carrying amount of the Company's senior secured credit facilities was reduced by a discount of \$2,487 and deferred financing costs of \$32,498, and the carrying amount of the Company's senior notes was reduced by deferred financing costs of \$31,491 and increased by a debt premium of \$12,129.

During

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Scheduled maturities of long-term debt at June 30, 2024 were as follows:

2024 (remainder of the year)	\$	465,033
2025	\$	147,057
2026	\$	1,040,219
2027	\$	134,619
2028	\$	1,295,333
2029	\$	41,171
Thereafter	\$	5,924,763

On May 9, 2024 (Fourth Amendment Effective Date), the Company entered into the Fourth Amendment (the Fourth Amendment) to its senior secured credit agreement dated as of August 12, 2019 (as amended, restated, supplemented or otherwise modified from time to time, including by the Fourth Amendment, the Credit Agreement). The Fourth Amendment modifies the Credit Agreement to, among other things, extend the maturity date for a portion of its Term Loan B-1 in the aggregate principal amount of \$911,598 and extend an additional incremental principal amount of \$728,653 (together, referred to as the Extended Term Loan B-1). The Company used the incremental proceeds from the Extended Term Loan B-1 to prepay a proportionate amount of the principal balance still outstanding on its Term Loan B-1.

The Extended Term Loan B-1 bears interest at the Company's option, based on (i) the Base Rate (as defined below) plus the Applicable Margin (as defined below), or (ii) the forward-looking term rate based on the secured overnight financing rate that is published by CME Group Benchmark Administration Limited (Term SOFR) plus the Applicable Margin. The "Base Rate" is defined as the highest of (i) the Federal Funds Rate, as published by the Federal Reserve Bank of New York, plus 0.50%, (ii) the prime commercial lending rate of Wells Fargo as established from time to time and (iii) Term SOFR for an interest period of one month plus 1.00%; provided that if Term SOFR or the Base Rate is less than 0.00% such rate shall be deemed to be 0.00% for purposes of the Credit Agreement. The "Applicable Margin" for the Extended Term Loan B-1 is 2.00% in the case of Term SOFR loans, and 1.00% in the case of Base Rate loans. The Extended Term Loan B-1 requires quarterly principal payments beginning on December 31, 2024 of 0.25% of the aggregate principal amount of the Extended Term Loan B-1 outstanding on the Fourth Amendment Effective Date, with the balance due on May 9, 2031.

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 Term Loan A-1, Term Loan B-1, Extended Term Loan B-1 and revolving line of credit rank equal in priority for that security and related subsidiary guarantees. The Credit Agreement 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 Credit Agreement is below 4.00:1.00. In addition, the Credit Agreement requires compliance with a maximum leverage ratio covenant, tested quarterly, of 5.00:1.00 through June 30, 2026 and 4.50:1.00 thereafter (subject to an increase to 5.00:1.00 during the four fiscal quarters following a material acquisition).

In addition to the prepayment of Term Loan B-1, as described above, during the first **three** **six** months of 2024, the Company made regularly scheduled principal payments under its senior secured credit facilities totaling **\$7,812** **\$15,625** on Term Loan A-1 and **\$6,858** **\$13,716** on Term Loan B-1.

As a result of **March 31, 2024** the transaction described above, the Company recognized debt prepayment, extinguishment and modification costs of \$9,732 in the second quarter of 2024 comprised partially of fees incurred for this transaction and partially of deferred financing costs and original issue discount written off for the portion of debt considered extinguished and reborrowed as a result of the Fourth Amendment. 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 \$6,302 and \$728,653 for the Extended Term Loan B-1, respectively, and constructive financing cash outflows of \$722,351 for the prepayment of a portion of Term Loan B-1, even though no funds were actually paid or received. Another \$13,282 of the debt considered extinguished related to the Extended Term Loan B-1 represented a non-cash financing activity.

On March 1, 2024, Change Healthcare (CHC), a subsidiary of UnitedHealth Group launched a temporary assistance

funding program (CHC Funding) to help bridge the gap in short-term cash flow needs for providers impacted by the disruption of CHC's services. Under the program, CHC provides funding to providers for amounts that would otherwise have been received (with certain limitations), but for the disruption in processing electronic claims as a result of the outage. Amounts provided under this program are subject to repayment within 45 business days from a future date to be mutually agreed to by CHC and the Company.

The Company's 2019 interest rate cap agreements described below expired on June 30, 2024 and a portion of the Company's 2023 cap agreements became effective on or prior to June 30, 2024, as detailed in the table below. As of June 30, 2024, the effective portion of the Company's 2023 interest rate cap agreements have 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, Extended Term Loan B-1, and a portion of Term Loan A-1. The remaining \$323,491 \$308,820 outstanding principal balance of Term Loan A-1 and \$765,000 \$260,000 balance outstanding on the revolving line of credit are 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.

The following table summarizes the Company's interest rate cap agreements outstanding as of March 31, 2024 June 30, 2024:

[illegible]

- 18/85
- REFINITIV 

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The fair value of the Company's interest rate cap agreements, which are classified in other long-term assets on its consolidated balance sheet, was \$67,356 \$51,223 and \$79,805 as of March 31, 2024 June 30, 2024 and December 31, 2023, respectively.

See Note 10 for further details on amounts reclassified from accumulated other comprehensive loss and recorded as debt expense (offset) related to the Company's interest rate cap agreements for the three and six months ended March 31, 2024 June 30, 2024 and 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 the first second quarter of 2024 was 4.88% 4.62%, based on the current margins in effect for its senior secured credit facilities as of March 31, 2024 June 30, 2024, 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, for the three and six months ended March 31, 2024 June 30, 2024 was 4.51% 4.27% and 4.39% and as of March 31, 2024 June 30, 2024 was 4.69% 4.33%.

As of March 31, 2024 June 30, 2024, the Company's interest rates were fixed and economically fixed on approximately 50% 55% and 88% 93% of its total debt, respectively.

As of March 31, 2024 June 30, 2024, the Company had \$735,000 \$1,240,000 available and \$765,000 \$260,000 drawn on its \$1,500,000 revolving line of credit under its senior secured credit facilities. Credit available under this revolving line of credit is reduced by the amount of

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any letters of credit outstanding under the facility, of which there were none as of March 31, 2024 June 30, 2024. The Company also had letters of credit of approximately \$154,373 \$154,341 outstanding under a separate bilateral secured letter of credit facility as of March 31, 2024 June 30, 2024.

8. Commitments and 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 March 31, 2024 June 30, 2024 and December 31, 2023, 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 included 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 Civil Investigative Demand (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. On May 6, 2024, the Company finalized and executed a settlement agreement with the government and the relator in a *qui tam* matter that included a settlement amount of \$34,487 for this matter. On May 7, 2024, the government notified the U.S. District Court, District of Colorado of its decision to intervene for purposes of settlement in the matter of *U.S. ex rel. Kogod v. DaVita Inc., et al.* The

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government and the relator agreed to voluntarily dismiss all substantive claims in the matter, and, on July 18, 2024, the District Court dismissed all claims except for the relator's statutory claim for expenses, attorney's fees, and costs. The Company is engaged in discussions with disputes the U.S. Attorney's Office relator's request for expenses, attorney's fees, and the Civil Division of the United States Department of Justice costs, and intends to resolve this matter. The Company can make no assurance as to the final outcome. The Company has reserved \$40,000 for this matter, which includes any potential payment of attorneys' fees. defend accordingly.

2020 U.S. Attorney New Jersey Investigation: In March 2020, the U.S. Attorney's Office, District of New Jersey served the Company with a subpoena and a CID relating to an investigation being conducted by that office and the U.S. Attorney's Office, Eastern District of Pennsylvania. The subpoena and CID request information on several topics, including certain of the Company's joint venture arrangements with physicians and physician groups, medical director agreements, and compliance with its five-year Corporate Integrity Agreement, the term of which expired October 22, 2019. 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.

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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.

2024 Federal Trade Commission Investigation: In April 2024, the Company received from the Federal Trade Commission (FTC) two CIDs in connection with an industry investigation under Section 5 of the Federal Trade Commission Act regarding the acquisition of Medical Director services and provision of dialysis services. The CIDs cover the period from January 1, 2016 to the present and generally seek information relating to restrictive covenants, such as non-competes, with physicians. 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.

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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

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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 8, 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.

Other Commitments

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 \$8,423, \$7,992.

9. Shareholders' equity

Stock-based compensation

During the three six months ended March 31, 2024 June 30, 2024, the Company granted 696 701 stock-settled restricted and performance stock units with an aggregate grant-date fair value of \$96,222 \$96,954 and a weighted average expected life of approximately 3.4 years.

As of March 31, 2024 June 30, 2024, the Company had \$189,601 \$174,104 in 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 1.5 1.4 years.

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Share repurchases

The following table summarizes the Company's common stock repurchases during the three and six months ended March 31, 2024 June 30, 2024:

	Three months ended March 31, 2024			Three months ended March 31, 2024			Three months ended March 31, 2024		
	Shares repurchased			Shares repurchased			Shares repurchased		
	Shares repurchased			Shares repurchased			Shares repurchased		
	Three months ended June 30, 2024			Six months ended June 30, 2024					
	Shares repurchased	Shares repurchased	Amount paid ⁽¹⁾	Average price paid per share ⁽²⁾	Shares repurchased	Amount paid ⁽¹⁾	Average price paid per share ⁽²⁾		
Open market repurchases:									
Open market repurchases:									
Open market repurchases:									

- Subsequent to June 30, 2024 through August 2, 2024, the Company repurchased \$1,134 shares of its common stock for \$158,962 at an average price paid of \$138.81 per share. The Company did not repurchase any shares during the three and six months ended March 31, 2023. Furthermore, the Company did not repurchase any shares subsequent to March 31, 2024 through May 2, 2024 June 30, 2023.

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As of May 2, 2024 August 2, 2024, the Company has a total of \$1,072,904, \$543,360, 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.

On April 30, 2024, the Company entered into an agreement (the share repurchase agreement) with Berkshire Hathaway Inc. on behalf of itself and its affiliates (collectively, Berkshire). Under the share repurchase agreement, at any time Berkshire beneficially owns at least 45.0% of the issued and outstanding common stock of the Company in the aggregate, the Company shall repurchase from Berkshire, and Berkshire shall sell to the Company, on a quarterly basis, a number of shares of common stock sufficient to return Berkshire's aggregate beneficial ownership to 45.0% of the Company's issued and outstanding common stock. The per share price the Company will pay Berkshire for any such share repurchase will be the volume-weighted average price per share paid by the Company for any shares of common stock repurchased by the Company from public stockholders pursuant to the Company's share repurchase plan during the applicable repurchase period.

As of June 30, 2024 and August 2, 2024, Berkshire beneficially owned less than 45.0% of the issued and outstanding common stock of the Company and, as a result, no repurchase obligation exists at either date.

(22,041)

Ending balance

	Three months ended June 30, 2023			Six months ended June 30, 2023		
	Interest rate cap agreements	Foreign currency translation adjustments	Accumulated other comprehensive loss	Interest rate cap agreements	Foreign currency translation adjustments	Accumulated other comprehensive loss
Beginning balance	\$ 79,404	\$ (134,310)	\$ (54,906)	\$ 98,685	\$ (167,871)	\$ (69,186)
Unrealized gains	33,109	41,961	75,070	28,393	75,522	103,915
Related income tax	(8,260)	—	(8,260)	(7,083)	—	(7,083)
	24,849	41,961	66,810	21,310	75,522	96,832
Reclassification into net income	(25,257)	—	(25,257)	(46,232)	—	(46,232)
Related income tax	6,301	—	6,301	11,534	—	11,534
	(18,956)	—	(18,956)	(34,698)	—	(34,698)
Ending balance	\$ 85,297	\$ (92,349)	\$ (7,052)	\$ 85,297	\$ (92,349)	\$ (7,052)

The interest rate cap agreement net realized gains reclassified into net income are recorded as debt expense in the corresponding consolidated statements of income. See Note 7 for further details.

11. Acquisitions and divestitures

During ~~three~~ ~~the six~~ months ended ~~March 31, 2024~~ ~~June 30, 2024~~ the Company acquired dialysis businesses, as follows:

	Three Six months ended	
	March 31, 2024	June 30, 2024
Cash paid, net of cash acquired	\$ 105,163	157,783
Liabilities assumed	\$ 357	51,768
Fair value of previously held equity method investments	\$ 67,526	
Number of dialysis centers acquired — U.S.		912
Number of dialysis centers acquired — International		6790

In ~~included in~~ these transactions, the Company acquired a controlling interest in a previously nonconsolidated U.S. dialysis partnership for which it recognized a non-cash gain of \$35,147 on ~~our~~ ~~its~~ prior investment upon consolidation. The Company estimated the fair value of its previously held equity interests using appraisals developed with independent third party valuation firms.

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.

DAVITA INC. NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(continued) (unaudited) (dollars and shares in thousands, except per share data)

The initial purchase price allocations for these acquisitions have been recorded at estimated fair values based on information that was available to management and will be finalized when certain information arranged to be obtained is received. In particular, certain income tax amounts are pending final evaluation and quantification of any pre-acquisition tax contingencies. In addition, valuation of intangibles, contingent earn-outs, ~~property and equipment~~, leases, and certain other working capital items relating to these acquisitions are pending final quantification.

DAVITA INC. NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(continued) (unaudited) (dollars and shares in thousands, except per share data)

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:

		Three Six months ended	
		March 31, 2024	June 30, 2024
Current assets	\$	33,732	149,308
Property and equipment		32,274	46,473
Right-of-use lease assets and other long-term assets		29,703	51,300
Indefinite-lived licenses		3,329	8,854
Goodwill		137,290	137,817
Liabilities assumed		(43,024)	(96,417)
Noncontrolling interests assumed			(20,258)
	\$	173,046	277,077

The amount of goodwill related to these acquisitions recognized or adjusted during the three six months ended March 31, 2024 June 30, 2024 that is deductible for tax purposes was \$59,521. \$60,065.

12. Variable interest entities (VIEs)

At March 31, 2024 June 30, 2024, these condensed consolidated financial statements include total assets of VIEs of \$293,733 \$343,772 and total liabilities and noncontrolling interests of VIEs to third parties of \$139,024. \$157,627. There have been no material changes in the nature of the Company's arrangements with VIEs or its judgments concerning them from those described in Note 22 to the Company's consolidated financial statements included in the 2023 10-K.

13. 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 equities that are measured at fair value on a recurring basis into the appropriate fair value hierarchy levels as defined by the Financial Accounting Standards Board (FASB).

The following table summarizes the Company's assets, liabilities and temporary equities measured at fair value on a recurring basis as of March 31, 2024 June 30, 2024:

	Total	Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)	Total	Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Assets	Assets		Assets					
Investments in equity securities								
Interest rate cap agreements								
Liabilities	Liabilities			Liabilities				
Contingent earn-out obligations for acquisitions								
Temporary equity	Temporary equity		Temporary equity					
Noncontrolling interests subject to put provisions								

DAVITA INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(continued)
(unaudited)
(dollars and shares in thousands, except per share data)

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

DAVITA INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(continued)
(unaudited)
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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 7 for further discussion.

As of March 31, 2024 June 30, 2024, the Company had contingent earn-out obligations associated with business acquisitions that could result in the Company paying the former owners a total of up to approximately \$63,862 \$53,279 if certain performance targets or quality margins are met over the next one year to four years. The estimated fair value measurements of these contingent earn-out obligations are primarily based on unobservable inputs, including key financial metrics such as projected earnings before interest, taxes, depreciation, and amortization (EBITDA), revenue and other key performance indicators. The estimated fair values of these contingent earn-out obligations are remeasured as of each reporting date and could fluctuate based upon any significant changes in key assumptions, such as changes in the Company's credit risk adjusted rate that is used to discount obligations to present value.

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 March 31, 2024 June 30, 2024, 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 \$195,000. \$205,000. See Notes 16 and 23 to the Company's consolidated financial statements included in the 2023 10-K for further discussion of the Company's methodology for estimating the fair value of noncontrolling interests subject to put obligations. For a reconciliation of changes in noncontrolling interests subject to put provisions during for the three and six months ended March 31, 2024 June 30, 2024, see the consolidated statement 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 7 for further discussion of the Company's debt.

The book value of the Company's contingent consideration payable to Medtronic, Inc. for its interest in Mozarc Medical Holdings LLC approximates its estimated fair value, which is based on level 3 inputs.

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 these condensed consolidated financial statements at March 31, 2024 June 30, 2024 at their approximate fair values due to the short-term nature of their settlements.

DAVITA INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(continued)
(unaudited)
(dollars and shares in thousands, except per share data)

14. 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.

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 the 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. See Note 24 to the Company's consolidated financial statements included in the 2023 10-K for further description of how the Company determines and measures results for its operating segments.

DAVITA INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(continued)
(unaudited)
(dollars and shares in thousands, except per share data)

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

	Three months ended March 31,	
	2024	2023
Segment revenues:		
U.S. dialysis		
Dialysis patient service revenues:		
External sources	\$ 2,725,575	\$ 2,583,933
Intersegment revenues	24,463	22,047
U.S. dialysis patient service revenues	2,750,038	2,605,980
Other revenues:		
External sources	6,122	6,180
Intersegment revenues	—	—

Dialysis patient service revenues
Other external sources
Intersegment revenues
Total ancillary services revenues
Total net segment revenues
Elimination of intersegment revenues
Consolidated revenues
Segment operating margin (loss):
U.S. dialysis
U.S. dialysis
U.S. dialysis
Other—Ancillary services
Other—Ancillary services
Other—Ancillary services
Total segment operating margin
Reconciliation of segment operating income to consolidated income before income taxes:
Corporate administrative support
Corporate administrative support
Corporate administrative support
Consolidated operating income
Debt expense
Debt prepayment, extinguishment and modification costs
Other (loss) income, net
Consolidated income before income taxes

DAVITA INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(continued)

(unaudited)

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

Depreciation and amortization expense by reportable segment was as follows:

	Three months ended June 30,		Six months ended June 30,	
	2024	2023	2024	2023
U.S. dialysis	\$ 160,410	\$ 171,842	\$ 333,262	\$ 338,803
Other—Ancillary services	15,251	11,830	29,482	22,940
	<u>\$ 175,661</u>	<u>\$ 183,672</u>	<u>\$ 362,744</u>	<u>\$ 361,743</u>

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

	Three months ended March 31,			
	Three months ended March 31,			
	Three months ended March 31,			
	Six months ended June 30,			
	Six months ended June 30,			
	Six months ended June 30,			
		2024		2023
U.S. dialysis				
Other—Ancillary services				

15. New accounting standards

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, and interim periods within fiscal years beginning after December 15, 2024, with early adoption permitted. The Company has completed its initial assessment of the impact of this new guidance and does not expect it to have a material impact on the Company's 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 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. **statement disclosures.**

16. Subsequent Events

Change Healthcare Funding Agreement

On February 21, 2024, we received notice from Change Healthcare (CHC), a subsidiary of UnitedHealth Group (United) of a cybersecurity breach affecting some of CHC's information technology systems. At the time, CHC acted as an intermediary for processing the vast majority of our payment claims for domestic commercial and government payors. In response to the cybersecurity breach, both the Company and CHC severed those business service connections between our systems and CHC's. As a result of the outage, the Company was unable to submit payment claims through CHC's platform. The Company was able to submit Medicare claims outside of CHC's platform, but experienced a significant reduction in cash flow during this period of time due to the CHC outage. On March 1, 2024, CHC launched a temporary assistance funding program to help bridge the gap in short-term cash flow needs for providers impacted by the disruption of CHC's services. Under the program, CHC provides funding to providers for amounts that would otherwise have been received (with certain limitations), but for the disruption in processing electronic claims as a result of the outage. Amounts provided under this program are subject to repayment within 45 business days of receiving notice from CHC that claims processing and payment processing services have been restored and payments impacted during the service disruption period are being processed. Such notice has not been received as of the date of this filing. As of April 30, 2024, DaVita had received approximately \$472,000 of funds related to this program, which were utilized along with cash on hand to pay off the \$765,000 previously outstanding on the Company's revolving line of credit under its senior secured credit facilities.

CHC began to restore claims submission functionality on March 28, 2024 and the Company has resumed submission of most of its commercial claims through CHC's platform, although the Company continues to experience payment collection delays. As of March 31, 2024, because the outage impacted the Company's ability to submit claims, our patient accounts receivable balances and days sales outstanding (DSO) increased, which ultimately negatively impacted our cash flows for the first quarter of 2024, and resulted in an increase in outstanding borrowings under our revolving credit facility. Subsequent to March 31, 2024, accounts receivable balances and DSO have declined and are expected to continue to decline over the next few months as we continue claims submissions and cash collections.

DAVITA INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—(continued)

(unaudited)

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

Fourth Amendment to Credit Agreement

The Company plans to enter into a fourth amendment to its existing credit agreement which is expected to extend the maturity date for approximately \$1,640,300 of our senior secured term loan B-1 facility to 2031, among other things. The transaction is expected to close in May 2024, subject to agreement on and delivery of definitive documentation.

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

Forward-looking statements

This Quarterly Report on Form 10-Q, 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, patient census, availability or cost of supplies, treatment volumes, mix expectation, such as the percentage or number of patients under commercial insurance, the effects of the recent Change Healthcare (CHC) cybersecurity outage on us or our operations, 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, capital allocation plans, expenses, cost saving initiatives, other strategic initiatives, use of contract labor, government and commercial payment rates, expectations related to value-based care (VBC), integrated kidney care (IKC), Medicare Advantage (MA) plan enrollment and our international operations, 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 on the dialysis industry, expectations regarding the impact of our continuing cost-savings initiatives and our 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, including without limitation, the impact of global events and domestic political or governmental volatility, many volatility; the impact of which are interrelated the domestic political environment and which relate to, among other things, inflation, potential interest rate volatility, labor market

conditions, wage pressure, evolving monetary policies, related developments on the current healthcare marketplace and on our business; 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; population; 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; supply chain challenges and disruptions, including without limitation with respect to certain of our equipment and clinical supplies; elevated teammate turnover or labor costs; the impact of continued increased competition from dialysis providers and others; and our ability to respond to challenging U.S. and global economic and marketplace conditions, including, among other things, our ability to successfully identify cost saving opportunities and to invest in and implement cost savings saving 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 commercial 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' payor's 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 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 or new 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, non-competes and other restrictive covenants, and acquisition, merger, joint venture or similar transactions and/or labor matters; matters, and potential impacts of changes in enforcement thereof or related litigation impacting, among other things, coverage or reimbursement rates for our services or the number of patients enrolled in or that select higher-paying commercial plans, and the risk that we make incorrect assumptions about how our patients will respond to any such developments;
- 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 for us and in the dialysis industry overall, 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 IKC and VBC 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; environment;
- 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 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, such as the recent cyber attack cyberattack on CHC, including, among other things, any such non-compliance or breach 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, the president and congressional majority; business;
- 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 reliance on significant suppliers, service providers and other third party vendors to provide key support to our business operations and enable our provision of services to patients, such as, among others, CHC and suppliers of certain pharmaceuticals or critical clinical products;

- 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 and successfully integrate and operate 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, all; and our ability 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 including, without limitation, due to defects or operational issues in our billing systems or in the billing systems or services of third parties on which we rely, such as the operational issues at CHC resulting from a recent cyber attack; cyberattack; 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 any use by us 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; requirements; and
- the other risk factors, trends and uncertainties set forth in our Annual Report on Form 10-K for the year ended December 31, 2023 (2023 10-K), and the risks and uncertainties discussed in any subsequent reports that we file or furnish with the Securities and Exchange Commission (SEC) from time to time.

The following should be read in conjunction with our condensed 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. support functions. 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).

Recent Developments

Change Healthcare

On February 21, 2024, we received notice from As previously reported, due to a cybersecurity breach that affected Change Healthcare (CHC), a subsidiary of UnitedHealth Group (United), of a cybersecurity breach affecting some of CHC's information technology systems. At the time, CHC acted that served as an intermediary for processing the vast majority of our payment claims for domestic commercial and government payors. CHC reported that it had isolated the impacted systems from other connecting systems upon detection of the cybersecurity breach, and had shut down its systems (CHC Outage). We payors, we suspended all claims processing activity with CHC promptly following receipt of notice from CHC and pending resolution of the cybersecurity breach. (CHC Outage). As a result of the CHC Outage, we were unable to submit payment claims through CHC's platform as of February 2024, and therefore, we experienced a significant reduction in cash flow during this the period of time. time in the first and second quarters beginning after the notice of breach was received on February 21, 2024. As a result of the suspension of claims processing activity with CHC, we set up alternative methods to submit Medicare claims for processing and worked to establish additional alternative methods for claim processing. In addition, we worked to mitigate the impact of the outage through other means, including, for example, by securing certain interest-free funding from United and its affiliates (CHC Funding Arrangement).

Based on information provided by CHC and officials investigating the CHC Outage, we have no indication that our systems were infiltrated by the same threat actor that caused the CHC Outage. CHC began to restore claims submission functionality on March 28, 2024, and CHC subsequently presented us with security protocols that had been put in place following the cybersecurity breach. Following an evaluation of these protocols, and in reliance thereon, we resumed claims submissions and billing processes through CHC's information technology systems. As of the date of this filing, through a combination of CHC's platform and the aforementioned alternate billing processes, we are current on our primary claims submissions. However, the CHC Outage, and the resultant delay in claims submissions, led to an increase in our days sales outstanding (DSOs), adversely impacted cash flows for the first quarter of 2024, and resulted in an increase in outstanding borrowings under our revolving credit facility, among other things. While we have started been able to receive cash collections from the submit claims submitted through CHC after March 28, 2024, we continue to experience payment collection delays, and it is too early to know whether we will receive the full expected value for the claims submitted through CHC that were delayed in their original submission as a result of the outage. We expect that The bulk of the initial DSO increase related to the CHC Outage has subsided, and we believe DSOs will continue to decline over the next few months as we continue claims submissions and cash collections in the ordinary course. As of the date of this report, we have fully paid down our revolver balance through cash on hand and the interest-free funding from United discussed above.

CHC recently reported that it identified protected health information (PHI), or personally identifiable information (PII), from users of the CHC systems that was potentially impacted by the CHC Outage. We To date, we have not been informed whether that any of our data, including any PHI or PII from our patients, was potentially impacted by the CHC Outage despite several inquiries regarding the same. Outage. We understand that the CHC investigation and data forensics is still ongoing and that there is a potential that our data and PHI or PII from our patients may have been impacted by the CHC Outage.

Since receiving the initial notice from CHC regarding the CHC Outage, we have been reviewing and monitoring our information technology infrastructure and network environment, including specifically for the indicators of compromise identified by CHC and its agents. While there can be no assurances, we do not believe our information technology systems have been affected based on the information available to date. We have dedicated and expect to continue to dedicate resources to help resolve the impact of this temporary outage, including, among other things, administrative processes related to collections for services rendered and resolution of disputes

such as retractions from and refunds to commercial and government payors, and the CHC Outage may continue to increase the risks associated with billing and collections. While the CHC Outage has not impacted our ability to provide care to our patients in the ordinary course and we do not currently expect the outage to have a material impact on our operations, financial condition or results of operation, the ultimate impact of the CHC Outage remains subject to future developments and risks that are difficult to predict. These risks may include, among other things, a recurrence of system outages or service suspensions or the risk that our information technology systems or our proprietary information and sensitive or confidential data, including PHI or PII, may have been compromised through the CHC Outage, any of which may have a material adverse effect on our business, results of operations, financial condition, cash flows or reputation. For a further discussion of the risks associated with outages, disruptions or incidents at third parties on which we rely, see the risk factors in Part I, Item 1A of our Annual Report on Form 2023 10-K for the year ended December 31, 2023 (2023 10-K) under the headings, "Failing to effectively maintain, operate or upgrade our information systems or those of third-party service providers upon which we rely..." and "Privacy and information security laws are complex..."

General Economic and Marketplace Conditions; Legal and Regulatory Developments

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 and other economic conditions, 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 first second quarter of 2024, treatment per day volumes were slightly lower higher compared to the fourth first quarter of 2023. We 2024. While census gains in the quarter helped to drive this increase, 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 among other things, elevated mortality rates of our patients in comparison to the periods prior to the pandemic and the associated adverse impact on our patient census. However, we Treatment volumes during the year have continued been and may continue to experience improvements with respect be adversely impacted by higher than expected missed treatment rates, which to these negative impacts with treatment volumes remaining relatively flat year over year and new-to-dialysis admissions increasing year over year for five consecutive quarters. Despite these improvements, date have been driven primarily by severe weather events. In addition, new-to-dialysis 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 increased, and will likely continue to increase, our expenses, including, among others, staffing, labor, and labor supply costs. We have significant suppliers and service providers, with a substantial portion of our total vendor spend concentrated with a limited number of third party suppliers and service providers. These third party suppliers and service providers include, without limitation, providers performing certain key functions for us such as claims processing functions, 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. It may be difficult, costly and time consuming for us to transition away from any of these significant suppliers and service providers. We have experienced service disruptions relating to key business functions and supply chain shortages with respect to certain of our equipment and clinical supplies, including critical supplies, and there can be no assurance that our third party suppliers and service providers will provide, or continue to provide, the services or products that we require. If our significant suppliers and service providers do not meet our needs, and we are not able to find adequate alternative sources for these products or services on a timely basis, it could require us to make significant operational changes, could impact our ability to provide dialysis services we offer, and could otherwise have a material adverse impact on our business, results of operations, financial condition and cash flows. We continue to evaluate the risk of future supply chain shortages, including by assessing alternative sources for supplies critical to the services we provide. For further discussion of the risks related to our supplier needs, see the discussion in the risk factors in Part I, Item 1A Risk Factors of our 2023 10-K under the heading, "If certain of our suppliers do not meet our needs..."

We continue to experience increased elevated levels of compensation compared to the prior year with contract labor improvements offset by investments in our teammate compensation. year. 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, 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. Our industry has also experienced increased union organizing activities, including the filing of petitions by a union at certain of our clinics in California and at certain of our competitors' clinics, with certain of our competitors' clinics ultimately voting to unionize. We are engaging with our teammates at clinics where union petitions have been filed to respond to these petitions and future elections. Regardless of the outcome of these discussions, other teammates at other clinics may file similar petitions in the future, and these petitions, if filed, may lead to additional elections. 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 potential work stoppages or other business disruptions; adverse impacts to our financial results due to the costs of bargaining or experience implementing a grievance procedure and processing grievances; decreases in our operational flexibility and efficiency; or 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. For further discussion of the risks related to rising labor costs and union organizing activities, see the discussion in the risk factors in Part I, Item 1A Risk Factors of our 2023 10-K under the heading, "Our business is labor intensive..."

The impact of the pandemic on our patient population combined with the cost inflation trends described above and the inability of government reimbursement rates to keep pace with these cost trends, 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, continue, each as noted above. During the first second quarter of 2024, 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, including, among others, those 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 As previously reported, on April 23, 2024, the FTC Federal Trade Commission (FTC) published a final rule that would generally ban all post-employment non-compete clauses with employees and prohibit employers from enforcing existing non-compete clauses in contracts with workers, with limited exceptions. Specifically, employers may continue to enforce an existing non-compete The rule has been enjoined in at least one legal challenge, with a "senior executive" as defined final decision expected in the final rule as an officer with "policy-making authority" who earns total annual compensation in excess that case by August 30, 2024. The legal challenge may impact FTC's targeted effective date of \$151,164. In addition, individuals may enter into a non-compete "pursuant to a bona fide sale of a business entity, of the person's ownership interest in a business entity, or of all or substantially all of a business entity's operating assets", which may apply in several circumstances for the Company. The rule is scheduled to become effective 120 days after it is published in the Federal Register. However, several parties have filed legal challenges to the rule, including challenges that seek to enjoin implementation of the rule pending a determination of its constitutional validity. September 4, 2024. We are continuing to assess the potential impact of the rule on our business, but if the final rule is implemented as currently contemplated, it would could have an adverse impact on, among other things, our agreements with teammates, our arrangements with medical directors, or the terms of our existing agreements with physicians. There are also other legislative efforts, including in Congress and more than half of the states' legislatures, that seek to place restrictions on non-compete agreements between employers and workers. While few of these states have passed such legislation during 2023 that impacted our business, it is possible that similar legislation could be introduced in 2024. Any failure on our part to adequately adjust to this rule, any state follow-on regulations and the potential impact thereof could have a material adverse effect on our business, results of operations, financial condition, cash flows and reputation.

We believe that the aforementioned recent developments and general economic and marketplace conditions will continue to impact the Company in the future. Their ultimate impact depends on future developments that are highly uncertain and difficult to predict.

Financial Results

The discussion below includes analysis of our financial condition and results of operations for the three months ended March 31, 2024 June 30, 2024 compared to the three months ended December 31, 2023 March 31, 2024, and the year-to-date periods for the three six months ended March 31, 2024 June 30, 2024 compared to the three six months ended March 31, 2023 June 30, 2023.

Consolidated results of operations

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

Three months ended		Three months ended		Q1 2024 vs. Q4 2023		Three months ended		Q2 2024 v	
March		December							
31,		31,							
2024		2023		Amount		Percent			
June									
30,		March 31,							
2024		2024		Amount		Percent			
(dollars in millions)									

Operating income (loss):

U.S. dialysis													
U.S. dialysis													
U.S. dialysis		\$ 526	\$	\$ 444	\$	\$ 82	18.5	18.5	%	\$ 550		\$ 526	\$ 24 4.6
Other — Ancillary services	Other — Ancillary services	(12)	10	10	(22)	(22)	(220.0)	(220.0)	%		Other — Ancillary services	(19)	(12) (12) (7) (7)
Corporate administrative support	Corporate administrative support	(30)	(63)	(63)	33	33	52.4	52.4	%		Corporate administrative support	(25)	(30) (30) 5 5
Operating income	Operating income	\$ 484	\$	\$ 390	\$	\$ 94	24.1	24.1	%	Operating income	\$ 506	\$ 484	\$ 22 4.5

Adjusted operating income (loss)⁽¹⁾:**Adjusted operating income (loss)⁽¹⁾:****Adjusted operating income (loss)⁽¹⁾:****Adjusted operating income (loss)⁽¹⁾:****Adjusted operating income (loss)⁽¹⁾:**

U.S. dialysis													
U.S. dialysis													
U.S. dialysis		\$ 505	\$	\$ 476	\$	\$ 29	6.1	6.1	%	\$ 550		\$ 491	\$ 59 12.0
Other — Ancillary services	Other — Ancillary services	(12)	(27)	(27)	15	15	55.6	55.6	%		Other — Ancillary services	(19)	(12) (12) (7) (7)
Corporate administrative support	Corporate administrative support	(30)	(34)	(34)	4	4	11.8	11.8	%		Corporate administrative support	(25)	(30) (30) 5 5
Adjusted operating income	Adjusted operating income	\$ 463	\$	\$ 415	\$	\$ 48	11.6	11.6	%	Adjusted operating income	\$ 506	\$ 449	\$ 57 12.7

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

(1) For a reconciliation of adjusted operating income (loss) by reportable segment, see "Reconciliations the "Reconciliations of Non-GAAP measures" measures" section below.

Three months ended		YTD Q1 2024 vs. YTD Q1 2023	
March 31, 2024	March 31, 2023	Amount	Percent
Six months ended		YTD Q2 2024 vs. YTD Q2 2023	
June 30, 2024	June 30, 2023	Amount	Percent

(dollars in millions)

Revenues:

U.S. dialysis													
U.S. dialysis													
U.S. dialysis		\$2,756	\$	\$2,612	\$	\$144	5.5	5.5	%	\$ 5,597		\$ 5,343	\$ 254 4.8 4.8
Other — Ancillary services	Other — Ancillary services	342	284	284	58	58	20.4	20.4	%		Other — Ancillary services	704	575 575 129 129 22.4
Elimination of intersegment revenues	Elimination of intersegment revenues	(27)	(23)	(23)	(4)	(4)	(17.4)	(17.4)	%		Elimination of intersegment revenues	(44)	(45) (45) 1 1 2.2

Total consolidated revenues	Total consolidated revenues	\$3,071	\$	\$2,873	\$	\$198	6.9	6.9	%	Total consolidated revenues	\$	6,257	\$	\$5,873	\$	\$384	6.5
Operating income (loss):																	
Operating income (loss):																	
Operating income (loss):																	
U.S. dialysis	U.S. dialysis																
U.S. dialysis	U.S. dialysis	\$ 526	\$	\$ 361	\$	\$165	45.7	45.7	%	\$ 1,076	\$	\$ 822	\$	\$254	30.9	30.9	
Other — Ancillary services	Other — Ancillary services	(12)	(25)	(25)	13	13	52.0	52.0	%					(46)	16	16	34.8
Corporate administrative support	Corporate administrative support	(30)	(25)	(25)	(5)	(5)	(20.0)	(20.0)	%					(58)	2	2	3.4
Operating income	Operating income	\$ 484	\$	\$ 312	\$	\$172	55.1	55.1	%	Operating income	\$	990	\$	\$ 717	\$	\$273	38.1
Adjusted operating income (loss):																	
Adjusted operating income (loss):																	
Adjusted operating income (loss):																	
U.S. dialysis	U.S. dialysis																
U.S. dialysis	U.S. dialysis	\$ 505	\$	\$ 400	\$	\$105	26.3	26.3	%	\$ 1,041	\$	\$ 844	\$	\$197	23.3	23.3	
Other — Ancillary services	Other — Ancillary services	(12)	(24)	(24)	12	12	50.0	50.0	%					(46)	16	16	34.8
Corporate administrative support	Corporate administrative support	(30)	(24)	(24)	(6)	(6)	(25.0)	(25.0)	%					(57)	1	1	1.8
Adjusted operating income	Adjusted operating income	\$ 463	\$	\$ 352	\$	\$111	31.5	31.5	%	Adjusted operating income	\$	955	\$	\$ 740	\$	\$215	29.1

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

(1) For a reconciliation of adjusted operating income (loss) by reportable segment, see "Reconciliations the "Reconciliations of Non-GAAP measures" measures" section below.

U.S. dialysis results of operations

Treatment volume:

Three months ended		Three months ended		Q1 2024 vs. Q4 2023		Three months ended		Q2 2024 vs. Q1 2024	
March 31, 2024		December 31, 2023		Amount		March 31, 2024		Amount	
June 30, 2024		March 31, 2024		Percent		June 30, 2024		Percent	
Dialysis treatments	Dialysis treatments	7,151,512	7,254,559	7,254,559	(103,047)	(103,047)	(1.4)	(1.4)	%
Average treatments per day	Average treatments per day	92,159	92,533	92,533	(374)	(374)	(0.4)	(0.4)	%
Treatment days	Treatment days	78	78	78	(1)	(1)	(1.0)	(1.0)	%
Dialysis treatments	Dialysis treatments	7,265,444	7,151,512	7,151,512	113,932	113,932	1.6	1.6	%
Average treatments per day	Average treatments per day	93,147	92,159	92,159	988	988	1.1	1.1	%
Treatment days	Treatment days	78	78	78	—	—	—	—	%

Normalized
non-acquired
treatment
growth⁽¹⁾

Certain columns, rows or percentages may not sum 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 quarter versus the prior year quarter.

										YTD Q1 2024 vs.								
										Three months ended				YTD Q1 2023				
										March								
										March 31,		31,		Amount		Percent		
		2024		2023														
										YTD Q2 2024 vs.								
										Six months ended				YTD Q2 2023				
										June								
										June 30,		30,		Amount		Percent		
		2024		2023														
Dialysis treatments	Dialysis treatments	7,151,512	7,117,427	7,117,427	34,085	34,085	0.5	0.5	%	Dialysis treatments	14,416,956	14,348,669	14,348,669	68,287	68,287	0.5	0.5	%
Average treatments per day	Average treatments per day	92,159	92,434	92,434	(275)	(275)	(0.3)	(0.3)	%	Average treatments per day	92,654	92,572	92,572	82	82	0.1	0.1	%
Treatment days	Treatment days	78	77	77	1	1	0.8	0.8	%	Treatment days	156	155	155	1	1	0.6	0.6	%

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

Our U.S. dialysis treatment volume is directly correlated with our operating revenues and expenses. The decrease increase in our U.S. dialysis treatments for the first second quarter of 2024 from the fourth first quarter of 2023 2024 was primarily driven by one fewer treatment day and decreased increased average treatments per day due to mix of treatment days. This decrease was partially offset by increased patient count from acquired and non-acquired treatment growth.

The increase in our U.S. dialysis treatments for the three six months ended March 31, 2024 June 30, 2024 from the three six months ended March 31, 2023 June 30, 2023 was primarily driven by one additional treatment day and increased patient count from acquired and non-acquired growth partially offset by decreased average treatments per day. treatment growth.

Revenues:

Revenues:

Three months ended		Three months ended		Q1 2024 vs. Q4 2023		Three months ended	Q2 2024 vs. Q1 2024
		March 31, 2024	December 31, 2023	Amount	Percent		
		June 30, 2024	March 31, 2024	Amount	Percent		

(dollars in millions, except per treatment

data)

Total revenues	Total revenues	\$ 2,756	\$	\$ 2,809	\$	\$ (53)	(1.9)	(1.9)	%	Total revenues	\$ 2,841	\$	\$ 2,756	\$	\$ 85	3.1	3.1	%
Average patient service revenue per treatment	Average patient service revenue per treatment	\$384.54	\$	\$386.31	\$	\$ (1.77)	(0.5)	(0.5)	%	Average patient service revenue per treatment	\$390.22	\$	\$384.54	\$	\$5.68	1.5	1.5	%

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

		Three months ended		YTD Q1 2024 vs. YTD Q1 2023			
		March 31, 2024	March 31, 2023				
		2024	2023	Amount	Percent		
		Six months ended		YTD Q2 2024 vs. YTD Q2 2023			

	June 30, 2024	June 30, 2023	Amount	Percent
--	---------------------	---------------------	--------	---------

(dollars in millions, except per

treatment data)

Total revenues	Total revenues	\$ 2,756	\$	\$ 2,612	\$	\$ 144	5.5	5.5 %	Total revenues	\$ 5,597	\$	\$ 5,343	\$	\$ 254	4.8	4.8 %
Average patient service revenue per treatment	Average patient service revenue per treatment	\$384.54	\$	\$366.14	\$	\$18.40	5.0	5.0 %	Average patient service revenue per treatment	\$387.40	\$	\$371.48	\$	\$15.92	4.3	4.3 %

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

U.S. dialysis average patient service revenue per treatment for the **first** second quarter of 2024 compared to the **fourth** first quarter of 2023 **decreased** 2024 increased primarily due to normal seasonal improvements driven by a seasonal decline from patients meeting their co-insurance and deductibles and increases in average reimbursement rates due to normal annual rate increases, partially offset by an increase in the Medicare base rate and other annual rate increases, favorable unfavorable changes in mix and a seasonal increase in hospital inpatient dialysis treatments, mix.

U.S. dialysis average patient service revenue per treatment for the **three** six months ended **March 31, 2024** June 30, 2024 increased compared to the **three** six months ended **March 31, 2023** June 30, 2023 primarily driven by the increase in average reimbursement rates from revenue cycle improvements and normal annual rate increases including Medicare rate increases, as well as revenue cycle improvements, favorable changes in mix and an increase in hospital inpatient dialysis rates.

In June 2024, Centers for Medicare & Medicaid Services (CMS) issued a proposed rule to update the Medicare ESRD Prospective Payment System payment rate and policies for calendar year 2025. Among other things, the proposed rule, if finalized, would allow Medicare payment for dialysis in the home setting for beneficiaries with acute kidney injury and update requirements for the ESRD Quality Incentive Program. CMS estimates that the overall impact of the proposed rule will increase ESRD freestanding facilities' average reimbursement by 2.1% in 2025.

Operating expenses:

Three months ended	Three months ended	Q1 2024 vs. Q4 2023	Three months ended	Q2
March 31, 2024	December 31, 2023	Amount	Percent	
June 30, 2024	March 31, 2024	Amount	Percent	

(dollars in millions, except per treatment data)

Patient care costs	Patient care costs	\$ 1,825	\$	\$ 1,909	\$	\$ (84)	(4.4)	(4.4) %	Patient care costs	\$ 1,855	\$	\$ 1,825	\$	\$ 30	1.6
General and administrative	General and administrative	275	283	283	(8)	(8)	(2.8)	(2.8) %	General and administrative	282	275	275	7	—	— %
Depreciation and amortization	Depreciation and amortization	173	181	181	(8)	(8)	(4.4)	(4.4) %	Depreciation and amortization	160	173	173	(13)	(13) %	(13) %
Equity investment income	Equity investment income	(6)	(8)	(8)	2	2	25.0	25.0 %	Equity investment income	(6)	(6)	(6)	—	—	— %
Gain on changes in ownership interest	Gain on changes in ownership interest	(35)	(35)	(35)	(35)	(35)	(100.0)	(100.0) %	Gain on changes in ownership interest	—	(35)	(35)	35	35 %	35 %
Total operating expenses and charges	Total operating expenses and charges	\$ 2,230	\$	\$ 2,365	\$	\$ (135)	(5.7)	(5.7) %	Total operating expenses and charges	\$ 2,291	\$	\$ 2,230	\$	\$ 61	2.7
Patient care costs per treatment	Patient care costs per treatment	\$255.13	\$	\$263.19	\$	\$ (8.06)	(3.1)	(3.1) %	Patient care costs per treatment	\$ 255.25	\$	\$ 255.13	\$	\$0.12	—

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

Three months ended	YTD Q1 2024 vs. YTD Q1 2023
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	March 31, 2024	March 31, 2023		
			Amount	Percent
Six months ended			YTD Q2 2024 vs. YTD Q2 2023	
June 30, 2024	June 30, 2023			
			Amount	Percent

(dollars in millions, except per treatment data)												
Patient care costs	Patient care costs	\$ 1,825	\$ 1,832	\$ (7)	(0.4)	(0.4)	% costs	\$ 3,679	\$ 3,658	\$ 21	0.6	
General and administrative	General and administrative	275	259	16	6.2	6.2	% administrative	556	538	18	18	
Depreciation and amortization	Depreciation and amortization	173	167	6	3.6	3.6	% amortization	333	339	(6)	(6)	(
Equity investment income	Equity investment income	(6)	(6)	—	—	—	% income	(12)	(14)	(14)	2	2 1
Gain on changes in ownership interest	Gain on changes in ownership interest	(35)	(35)	(35)	(100.0)	(100.0)	% interest	(35)	—	—	(35)	
Total operating expenses and charges	Total operating expenses and charges	\$ 2,230	\$ 2,251	\$ (21)	(0.9)	(0.9)	% and charges	\$ 4,521	\$ 4,521	\$ —	—	
Patient care costs per treatment	Patient care costs per treatment	\$255.13	\$257.34	\$ (2.21)	(0.9)	(0.9)	% treatment	\$ 255.19	\$ 254.94	\$ \$0.25	0.1	

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

Charges impacting operating income

Closure costs. During the third quarter of 2023, we continued the strategic review of our outpatient clinic capacity requirements and utilization, which have been significantly 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. pandemic. This continuing review, begun in the third quarter of 2022, has resulted in higher than normal charges for center capacity closures over the last number of several quarters. These capacity closure costs include net losses on assets retired, lease termination costs, asset impairments and accelerated depreciation and amortization.

During the first second quarter of 2024, we incurred charges for U.S. dialysis center closures of approximately \$14.6 million, \$15.3 million, which increased our patient care costs by \$3.3 million, \$6.5 million, our general and administrative expenses by \$7.1 million \$8.7 million and our depreciation and amortization expense by \$4.2 million. \$0.1 million. By comparison, during the fourth first quarter of 2023, 2024, U.S. dialysis center closures were approximately \$31.8 million, \$14.6 million, which increased our patient care costs by \$5.3 million, \$3.3 million, our general and administrative expenses by \$4.6 million \$7.1 million and our depreciation and amortization expense by \$21.9 million. \$4.2 million.

During the first quarter of 2023, six months ended June 30, 2024, U.S. dialysis center closures were approximately \$22.2 million, \$29.9 million, which increased our patient care costs by \$12.6 million, \$9.8 million, our general and administrative expenses by \$4.8 million \$15.8 million and our depreciation and amortization expense by \$4.8 million. These capacity \$4.3 million. By comparison, during the six months ended June 30, 2023, U.S. dialysis center closures were approximately \$43.3 million, which increased our patient care costs included net losses on assets retired, lease costs, asset impairments by \$18.3 million, our general and accelerated administrative expenses by \$12.6 million and our depreciation and amortization. amortization expense by \$12.4 million.

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 current fiscal year. remainder of 2024.

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. This plan included additional charges of \$0.4 million and \$16.9 million \$21.9 million during the quarters six months ended December 31, 2023 and March 31, 2023, respectively, June 30, 2023.

Patient care costs. U.S. dialysis patient care costs per treatment for the second quarter of 2024 increased from the first quarter of 2024 decreased from the fourth quarter of 2023 primarily due to decreases increases in health benefit expense, other direct operating expenses associated with our dialysis centers, contributions to charitable

organizations health benefit expense, medical supplies expense, insurance costs and pharmaceutical unit center closure costs. These decreases increases were partially offset by increased decreased compensation expenses including increased wage rates, seasonal decreases in payroll taxes and decreased travel costs. Additionally, our fixed other direct operating expenses negatively positively impacted patient care costs per treatment due to decreased increased treatments in the first second quarter of 2024, as well as increases in travel costs decreased professional fees and professional fees, decreased pharmaceutical unit costs.

U.S. dialysis patient care costs per treatment for the three six months ended March 31, 2024 decreased June 30, 2024 increased from the three six months ended March 31, 2023 June 30, 2023 primarily due to increased compensation expenses, including increased wage rates and headcount, as well as increases in insurance costs, medical supplies expense and health benefits expense. These increases were partially offset by decreased contract wages, contributions to charitable organizations, other direct operating expenses associated with our dialysis centers and center closure costs. Patient care costs as described above, contract wages, contributions to charitable organizations and per treatment were also favorably impacted by decreased IT-related costs, pharmaceutical unit costs, costs, tax and license costs and professional fees. In addition, our fixed other direct operating expenses favorably impacted patient care costs per treatment due to increased treatments in 2024. These decreases were partially offset by increased compensation expenses including increased wage rates, as well as increases in medical supplies expense.

General and administrative expenses. U.S. dialysis general and administrative expenses in the second quarter of 2024 increased from the first quarter of 2024 decreased from the fourth quarter of 2023 primarily due to seasonal decreases in purchased services and health benefit expense, as well as decreases in contributions to our charitable foundation, increased compensation expenses, professional fees, center closure costs and travel costs related to management meetings, long-term incentive compensation. These decreases increases were partially offset by increased compensation expenses and center closure costs, as described above, a decrease in advocacy costs.

U.S. dialysis general and administrative expenses for the three six months ended March 31, 2024 June 30, 2024 increased from the three six months ended March 31, 2023 June 30, 2023 due to increased advocacy costs, primarily related to a refund received in 2023 related to 2022 advocacy costs, as well as increases in IT-related costs and compensation expenses including increased wage rates. Other drivers of this change include increased IT-related costs professional fees and professional fees, center closure costs. These increases were partially offset by decreased severance costs, as described above.

Depreciation and amortization. U.S. dialysis depreciation and amortization expenses for the quarter ended March 31, 2024 June 30, 2024 decreased compared to the quarter ended December 31, 2023 March 31, 2024 primarily due to decreases in depreciation related to corporate IT projects and accelerated depreciation related to center closures.

U.S. dialysis depreciation and amortization expenses for the six months ended June 30, 2024 compared to the six months ended June 30, 2023 decreased primarily due to decreased accelerated depreciation related to center closures, as described above, partially offset by depreciation related to corporate IT projects.

U.S. dialysis depreciation and amortization expenses for the three months ended March 31, 2024 compared to the three months ended March 31, 2023 increased primarily due to corporate IT projects, closures.

Equity investment income. U.S. dialysis equity investment income remained relatively flat for the first second quarter of 2024 compared to the fourth first quarter of 2023 and 2024. Equity investment income for the three six months ended March 31, 2024 June 30, 2024 compared to the three six months ended March 31, 2023 June 30, 2023 decreased due to the consolidation of a previously nonconsolidated dialysis partnership in the first quarter of 2024.

Gain on changes in ownership interests. During the first quarter of 2024, we acquired a controlling interest in a previously nonconsolidated dialysis partnership for which we recognized a non-cash gain of \$35.1 million on our prior investment upon consolidation.

Operating income and adjusted operating income:

Operating income and adjusted operating income.																
Three months ended				Three months ended				Q1 2024 vs. Q4 2023				Three months ended		Q2 2024 vs. Q1 2024		
March 31, 2024				December 31, 2023				Amount		Percent						
June 30, 2024				March 31, 2024				Amount		Percent						
(dollars in millions)																
Operating income	Operating income	\$526	\$	\$444	\$	\$82	18.5	18.5 %	Operating income	\$550	\$	\$526	\$	\$24	4.6	4.6 %
Adjusted operating income ⁽¹⁾	Adjusted operating income ⁽¹⁾	\$505	\$	\$476	\$	\$29	6.1	6.1 %	Adjusted operating income ⁽¹⁾	\$550	\$	\$491	\$	\$59	12.0	12.0 %

(1) For a reconciliation of adjusted operating income by reportable segment, see "Reconciliations of Non-GAAP measures" section below.

		Three months ended		YTD Q1 2024 vs. YTD Q1 2023			
		March 31, 2024	March 31, 2023	March 31, 2024	March 31, 2023	Amount	Percent
		March 31, 2024	March 31, 2023	March 31, 2024	March 31, 2023	Amount	Percent
YTD Q2 2024 vs. YTD Q2 2023							
		Six months ended	Six months ended	Six months ended	Six months ended	Amount	Percent

		June 30, 2024		June 30, 2023		Amount		Percent									
(dollars in millions)																	
Operating income	Operating income	\$526	\$	\$361	\$	\$	165	45.7	45.7 %	Operating income	\$1,076	\$	\$822	\$	\$254	30.9	30.9 %
Adjusted operating income ⁽¹⁾	Adjusted operating income ⁽¹⁾	\$505	\$	\$400	\$	\$	105	26.3	26.3 %	Adjusted operating income ⁽¹⁾	\$1,041	\$	\$844	\$	\$197	23.3	23.3 %

(1) For a reconciliation of adjusted operating income by reportable segment, see "Reconciliations the "Reconciliations of Non-GAAP measures" measures" section below.

U.S. dialysis operating income for the first second quarter of 2024 compared to the fourth first quarter of 2023 and for the three months ended March 31, 2024 compared to the three months ended March 31, 2023, 2024 was impacted by center closures, severance costs, and a gain on changes in ownership interest, as described above.

U.S. dialysis operating income and adjusted operating income for the first second quarter of 2024 compared to the fourth first quarter of 2023 2024 were positively impacted by increased average patient service revenue per treatment and dialysis treatments, as described above. Operating income and adjusted operating income were also positively impacted by decreases in charitable contributions, health benefit expense, other direct operating depreciation, as described above, travel costs and compensation expenses, associated with our dialysis centers, seasonal decreases in purchased services, as well as decreased pharmaceutical unit costs, described above. Operating income and adjusted operating income were negatively impacted by increased compensation other direct operating expenses associated with our dialysis centers, medical supplies expense, health benefit expense and additional depreciation related to corporate IT projects. Operating income and adjusted insurance costs.

U.S. dialysis operating income for the first quarter of 2024 were also negatively six months ended June 30, 2024 compared to the six months ended June 30, 2023 was impacted by decreased average patient service revenue per treatment a gain on changes in ownership interest and dialysis treatments, severance costs, as described above.

U.S. dialysis operating income and adjusted operating income for the three six months ended March 31, 2024 June 30, 2024 compared to the three six months ended March 31, 2023 June 30, 2023 were positively impacted by an increase in average patient service revenue per treatment and dialysis treatments, as described above. Operating income and adjusted operating income for the three six months ended March 31, 2024 June 30, 2024 were also positively impacted by decreases in center closure costs, contributions to charitable organizations, contract wages, other direct operating expenses associated with our dialysis centers contributions to charitable organizations and contract wages, pharmaceutical unit costs. Operating income and adjusted operating income were negatively impacted by increases in compensation expenses, insurance costs, medical supplies expense, advocacy costs including the refund described above, additional depreciation related to corporate IT projects, as well as increased IT-related costs, professional fees and medical supplies health benefit 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 March 31, 2024 June 30, 2024, these consisted principally of our U.S. 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 generated revenues of approximately \$342 million in the first quarter of 2024, representing approximately 11% of our consolidated revenues.

As of March 31, 2024 June 30, 2024, DaVita IKC provided integrated care and disease management services to approximately 68,600 71,300 patients in risk-based integrated care arrangements and to an additional 14,200 15,200 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 Part I, Item 1A Risk Factors of our 2023 10-K 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 March 31, 2024 June 30, 2024, our international dialysis operations provided dialysis and administrative services through a total of 427 452 outpatient dialysis centers located in 12 13 countries outside of the United States.

Ancillary services results of operations

Three months ended		Three months ended		Q1 2024 vs. Q4 2023		Three months ended		Q2 21	
March 31, 2024	December 31, 2023	Amount	Percent						
June 30, 2024	March 31, 2024	Amount	Percent						
(dollars in millions)									

Revenues:

U.S. IKC																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			</
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U.S. other ancillary	U.S. other ancillary	6	7	7	(1)	(1)	(14.3)		(14.3)	%	U.S. other ancillary	7	6		6	1
International	International	219	194	194	25	25	12.9		12.9	%	International	242	219		219	23
Total ancillary services revenues	Total ancillary services revenues	\$342	\$	\$361	\$	\$(19)	(5.3)		(5.3)	%	Total ancillary services revenues	\$	362	\$	\$342	\$
Operating (loss) income:																
Operating (loss) income:																
Operating (loss) income:																
U.S. IKC																
U.S. IKC																
U.S. IKC		\$(26)	\$	\$ 27	\$	\$(53)	(196.3)		(196.3)	%	\$	(34)		\$	\$(26)	\$
U.S. other ancillary	U.S. other ancillary	(2)	(19)	(19)	17	17	89.5		89.5	%	U.S. other ancillary	(2)	(2)		(2)	—
International ⁽¹⁾	International ⁽¹⁾	16	1	1	15	15	1,500.0		1,500.0	%	International ⁽¹⁾	17	16		16	1
Total ancillary services operating (loss) income		\$(12)		\$ 10		\$(22)		(220.0)	%							
Total ancillary services operating loss		\$(19)		\$(12)		\$ (7)		(58.3)	%							
Adjusted operating (loss) income ⁽²⁾ :																
Adjusted operating (loss) income ⁽²⁾ :																
Adjusted operating (loss) income ⁽²⁾ :																
U.S. IKC																
U.S. IKC																
U.S. IKC		\$(26)		\$(28)		\$ 2		7.1	%							
U.S. other ancillary		(2)		—		(2)		—	%							
International ⁽¹⁾		16		1		15		1,500.0	%							
Total ancillary services adjusted operating income (loss)		\$(12)		\$(27)		\$ 15		55.6	%							

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

- (1) The reported operating income and adjusted operating income for the three months ended **March 31, 2024**, **June 30, 2024** and **December 31, 2023**. March 31, 2024 includes foreign currency gains (losses) embedded in equity method income recognized from our APAC JV of approximately **\$1.5 million**, **\$0.4 million** and **\$(2.5) million**, **\$1.5 million**, respectively.
- (2) For a reconciliation of adjusted operating (loss) income by reportable segment, see "Reconciliations of Non-GAAP measures" section below.

	Three months ended		YTD Q1 2024 vs. YTD Q1 2023	
	March 31, 2024	March 31, 2023	Amount	Percent
	Six months ended		YTD Q2 2024 vs. YTD Q2 2023	
	June 30, 2024	June 30, 2023	Amount	Percent

(dollars in millions)

Revenues:

U.S. IKC
U.S. IKC

U.S. IKC		\$116	\$	\$ 98	\$	\$18	18.4	18.4	%	\$ 230	\$	\$ 193	\$	\$37	19.2	19.2	%
U.S. other ancillary	U.S. other ancillary	6	7	7	(1)	(1)	(14.3)	(14.3)	%	U.S. other ancillary	13	14	14	(1)	(1)	(7.1)	
International	International	219	179	179	40	40	22.3	22.3	%	International	461	369	369	92	92	24.9	
Total ancillary services revenues	Total ancillary services revenues	\$342	\$	\$284	\$	\$58	20.4	20.4	%	Total ancillary services revenues	\$ 704	\$	\$575	\$	\$129	22.4	22.4

Operating (loss) income:

Operating (loss) income:

Operating (loss) income:

U.S. IKC

U.S. IKC

U.S. IKC		\$ (26)	\$	\$ (37)	\$	\$11	29.7	29.7	%	\$ (60)	\$	\$ (77)	\$	\$17	22.1	22.1	%
U.S. other ancillary	U.S. other ancillary	(2)	(3)	(3)	1	1	33.3	33.3	%	U.S. other ancillary	(3)	(5)	(5)	2	2	40.0	
International ⁽¹⁾	International ⁽¹⁾	16	15	15	1	1	6.7	6.7	%	International ⁽¹⁾	33	35	35	(2)	(2)	(5.7)	
Total ancillary services operating loss		\$ (12)		\$ (25)		\$13		52.0	%								
Total ancillary services operating (loss) income		\$ (30)		\$ (46)		\$16		34.8	%								

Adjusted operating (loss) income⁽²⁾:

Adjusted operating (loss) income⁽²⁾:

Adjusted operating (loss) income⁽²⁾:

Adjusted operating (loss) income⁽²⁾:

U.S. IKC

U.S. IKC

U.S. IKC		\$ (26)	\$	\$ (37)	\$	\$11	29.7	29.7	%	\$ (60)	\$	\$ (76)	\$	\$16	21.1	21.1	%
U.S. other ancillary	U.S. other ancillary	(2)	(3)	(3)	1	1	33.3	33.3	%	U.S. other ancillary	(3)	(5)	(5)	2	2	40.0	
International ⁽¹⁾	International ⁽¹⁾	16	15	15	1	1	6.7	6.7	%	International ⁽¹⁾	33	35	35	(2)	(2)	(5.7)	
Total ancillary services adjusted operating loss		\$ (12)		\$ (24)		\$12		50.0	%								
Total ancillary services adjusted operating (loss) income		\$ (30)		\$ (46)		\$16		34.8	%								

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

- (1) The reported operating income and adjusted operating income for the **three six** months ended **March 31, 2024** June 30, 2024 and **March 31, 2023** June 30, 2023 includes foreign currency gains (losses) embedded in equity method income recognized from our Asia Pacific joint venture (APAC JV) of approximately **\$1.5 million** **\$1.9 million** and **\$(0.7) million**, **\$0.5 million**, respectively.
- (2) For a reconciliation of adjusted operating (loss) income by reportable segment, see "Reconciliations the "Reconciliations of Non-GAAP measures" measures" section below.

Revenues

IKC revenues for the **first second** quarter of 2024 decreased compared to the **fourth first** quarter of **2023** 2024 due to a **net** decrease in **shared savings from our value-based care (VBC) contracts, partially offset by increased revenues from our special needs plans. plans, partially offset by a net increase in shared savings.** U.S. other ancillary revenues for the **first second** quarter of 2024 remained relatively flat compared to the **fourth first** quarter of **2023**, 2024. International revenues for the **first second** quarter of 2024 increased compared to the **fourth first** quarter of **2023** 2024 due to acquired and non-acquired treatment growth, average reimbursement rate increases in certain countries, and additional reserves in the fourth quarter of 2023 for amounts deemed uncollectible. **growth.**

IKC revenues for the **three six** months ended **March 31, 2024** June 30, 2024 increased compared to the **three six** months ended **March 31, 2023** June 30, 2023 due to a net increase in shared savings. U.S. other ancillary services revenues for the **three six** months ended **March 31, 2024** June 30, 2024 remained relatively flat compared to the **three six** months ended **March 31, 2023** June 30, 2023. Our international revenues for the **three six** months ended **March 31, 2024** June 30, 2024 increased from the **three six** months ended **March 31, 2023** June 30, 2023 due to acquired and non-acquired treatment growth and average reimbursement rate increases in certain countries.

Charges impacting operating income

IKC adjustment. During the fourth quarter of 2023, IKC revenues were affected by the lifting of certain revenue recognition constraints for some of our VBC contracts with health plans, allowing us to recognize approximately \$55 million in incremental shared savings revenues compared to what we would have recognized under prior year constraints.

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 **three six months ended March 31, 2023 June 30, 2023**.

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 as part of its annual goodwill impairment assessment. 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) income and adjusted operating (loss) income

Our IKC operating results were impacted by the IKC adjustment, as described above. IKC operating results and adjusted operating loss for the **first second** quarter of 2024 compared to the **fourth first** quarter of 2023 were also **2024 was** impacted by **decreased revenues and increased revenues** from **medical expenses related to** our special needs plans, partially offset by **increased medical expenses for our special needs plans**. Our **a net increase in shared savings**. U.S. other ancillary services operating loss **was impacted by a** goodwill impairment charge and related gain, as described above. U.S. other ancillary services operating loss and adjusted operating loss for the **first second** quarter of 2024 **were** otherwise **was** relatively flat compared to the **fourth first** quarter of **2023, 2024**. International operating income and adjusted operating income for the **first second** quarter of 2024 increased from the **fourth first** quarter of **2023 2024** primarily due to increased revenues, as described above, and increases in equity income resulting from fluctuations in foreign currency at our APAC JV, partially offset by acquisition-related costs.

IKC operating loss and adjusted operating loss for the **three six months ended March 31, 2024 June 30, 2024** compared to the **three six months ended March 31, 2023 June 30, 2023** decreased, primarily due to increases in revenue, as described above, partially offset by continued investments in our integrated care support functions, functions and **increased expenses at IKC**. Other U.S. ancillary services operating loss and adjusted operating loss for the **three six months ended March 31, 2024 June 30, 2024** remained relatively flat compared to the **three six months ended March 31, 2023 June 30, 2023**. International operating income and adjusted operating income for the **three six months ended March 31, 2024** remained relatively flat **June 30, 2024 decreased** compared to the **three six months ended March 31, 2023 June 30, 2023** primarily driven by **increased acquisition-related costs**, partially offset by increases in revenue, as described above, and increases in equity income resulting from fluctuations in foreign currency at our APAC JV, offset by acquisition-related costs, as well as increases in professional fees and compensation expenses. **above**.

Corporate administrative support

Corporate administrative support

Three months ended	Three months ended	Three months ended	Q1 2024 vs. Q4 2023		Three months ended	Q2 2024 vs. Q1 2024
			March 31, 2024	December 31, 2023		
	March 31, 2024	December 31, 2023	Amount	Percent		
	June 30, 2024	March 31, 2024	Amount	Percent		
(dollars in millions)						

Three months ended		YTD Q1 2024 vs. YTD Q1 2023	
March 31, 2024	March 31, 2023	Amount	Percent
(dollars in millions)			
Corporate administrative support	\$ (30)	\$ (25)	\$ (5) (20.0)%

Accruals for legal matters. During the quarter ended December 31, 2023, we recorded a charge of \$29 million for a legal matter within corporate administrative support.

Six months ended		YTD Q2 2024 vs. YTD Q2 2023	
June 30, 2024	June 30, 2023	Amount	Percent
(dollars in millions)			
Corporate administrative support	\$ (56)	\$ (58)	\$ 2 3.4 %

Corporate administrative support expenses for the quarter ended **March 31, 2024 June 30, 2024** compared to the quarter ended **December 31, 2023 March 31, 2024** decreased primarily due to an accrual for decreased professional fees and a legal matter recorded seasonal decrease in the fourth quarter of 2023, as described above, as well as **decreased long-term incentive compensation, payroll taxes**. Corporate administrative support expenses for the **three six months ended March 31, 2024 June 30, 2024** compared to the **three six months ended March 31, 2023 increased June 30, 2023 decreased** primarily due to **increased decreased long-term incentive compensation, expenses and professional fees**, partially offset by **decreased long-term incentive compensation, increased compensation expenses**.

Corporate-level charges

Three months ended				Three months ended				Q1 2024 vs. Q4 2023				Three months ended		Q2 2024 vs. Q1 2024			
				March 31, 2024		December 31, 2023											
								Amount		Percent							
				June 30, 2024		March 31, 2024											
								Amount		Percent							
(dollars in millions)																	
Debt expense	Debt expense	\$ 99	\$ 96	\$ 3	3.1	3.1	%	Debt expense	\$ 98	\$ 99	\$ (1)	(1.0)	(1.0)	%			
Other (loss) income, net																	
Other (loss) income, net																	
Debt extinguishment and modification costs		\$ 10	\$ —	\$ 10	100.0	%											
Other (loss) income, net		\$(13)	\$ (5)	\$ (8)	(160.0)	(160.0)	%	Other (loss) income, net	\$ (27)	\$ (13)	\$ (14)	(107.7)	(107.7)	%			
Effective income tax rate	Effective income tax rate	17.7 %	20.2 %			(2.5)	%	Effective income tax rate	19.3 %	17.7 %				1.6 %			
Effective income tax rate attributable to DaVita Inc. ⁽¹⁾	Effective income tax rate attributable to DaVita Inc. ⁽¹⁾	21.5 %	29.0 %			(7.5)	% ⁽¹⁾	Effective income tax rate attributable to DaVita Inc.	24.2 %	21.5 %				2.7 %			
Net income attributable to noncontrolling interests	Net income attributable to noncontrolling interests	\$ 66	\$ 80	\$ (14)	(17.5)	(17.5)	%	Net income attributable to noncontrolling interests	\$ 77	\$ 66	\$ 11	16.7	16.7	%			

(1) For a reconciliation of our effective income tax rate attributable to DaVita Inc., see "Reconciliations of Non-GAAP measures" section below.

		Three months ended		YTD Q1 2024 vs. YTD Q1 2023					
		March 31, 2024	March 31, 2023						
				Amount		Percent			
		Six months ended		YTD Q2 2024 vs. YTD Q2 2023					
		June 30, 2024	June 30, 2023						
				Amount		Percent			
(dollars in millions)									
Debt expense	Debt expense	\$ 99	\$ 101	\$ (2)	(2.0)	Debt expense	\$ 197	\$ 204	\$ (7) (3.4) (3.4)%
Other (loss) income, net									
Other (loss) income, net									
Debt extinguishment and modification costs		\$ 10	\$ 8	\$ 2	25.0				
Other (loss) income, net		\$(13)	\$ 4	\$(17)	(425.0)	Other (loss) income, net	\$ (40)	\$ 5	\$ (45) (900.0) (900.0)%
Effective income tax rate	Effective income tax rate	17.7 %	20.5 %		(2.8)	Effective income tax rate	18.5 %	18.2 %	0.3 %

Effective income tax rate attributable to DaVita Inc. ⁽¹⁾	Effective income tax rate attributable to DaVita Inc. ⁽¹⁾	21.5 %	27.5 %	(6.0) %	Effective income tax rate attributable to DaVita Inc. ⁽¹⁾	22.9 %	23.9 %	(1.0) %			
Net income attributable to noncontrolling interests	Net income attributable to noncontrolling interests	\$ 66	\$ 55	\$ 11	20.0	20.0 %	\$ 143	\$ 123	\$ 20	16.3	16.3 %

(1) For a reconciliation of our effective income tax rate attributable to DaVita Inc., see "Reconciliations the "Reconciliations of Non-GAAP measures" measures" section below.

Debt expense

Debt expense for the **first second** quarter of 2024 compared to the **fourth first** quarter of 2023 increased primarily due to increases in our weighted average outstanding credit facility balance 2024 and our weighted average effective interest rate. Debt expense for the **three six** months ended **March 31, 2024** June 30, 2024 compared to the **three six** months ended **March 31, 2023** June 30, 2023 decreased primarily due to a decrease in our weighted average outstanding credit facility balance, effective interest rate, driven by the Change HealthCare interest-free temporary funding assistance.

Our overall weighted average effective interest rate for the three months ended **March 31, 2024** June 30, 2024 was **4.51%** 4.27% compared to **4.45%** 4.51% for the three months ended **December 31, 2023** March 31, 2024. See Note 7 to the condensed consolidated financial statements for further information on the components of our debt.

Debt prepayment, extinguishment and modification costs

The three and six months ended June 30, 2024 included debt prepayment, extinguishment and modifications costs of \$10 million comprised partially of fees incurred in connection with the extension of the maturity date of a portion of our Term Loan B-1 from August 2026 to May 2031 (the Term Loan B-1 Extension) and partially of deferred financing costs and original issue discount written off for the portion of debt considered extinguished and reborrowed as a result of the Term Loan B-1 Extension. See Note 7 to the condensed consolidated financial statements for further information on the Term Loan B-1 Extension and the components of our debt.

Other (loss) income, net

Other loss for the **first second** quarter of 2024 increased compared to the **fourth first** quarter of 2023 2024 primarily due to decreases in interest income and an increase in equity investment losses at Mozarc Medical Holdings Holding LLC (Mozarc). Other loss for the **three six** months ended **March 31, 2024** June 30, 2024 compared to other income for the **three six** months ended **March 31, 2023** June 30, 2023 was primarily driven by increased equity investment losses in Mozarc, including the \$14.0 million gain recognized in the second quarter of 2023 on the non-cash assets contributed to Mozarc, partially offset by a decrease in net losses on other investments.

Effective income tax rate

The effective income tax rate and the effective income tax rate attributable to DaVita Inc. decreased increased for the **first second** quarter of 2024 compared to the **fourth first** quarter of 2023 2024 primarily due to an increase in benefits recognized in the first quarter of 2024 from stock-based compensation, a nontaxable non-cash gain on changes in ownership and unfavorable adjustment recognized in the fourth quarter for nondeductible costs related to a legal matter. The increase was partially offset by benefits recognized in the fourth quarter in connection with the release of reserves that expired under the statute of limitations, compensation.

The effective income tax rate for the six months ended June 30, 2024 increased compared to the six months ended June 30, 2023 primarily due to a reduction in benefits recognized for the portion of our earnings attributable to non-controlling interests, partially offset by an increase in benefits recognized in 2024 for forecasted tax credits and the a nontaxable noncash gain on change in ownership.

The effective income tax rate attributable to DaVita Inc. for the **three six** months ended **March 31, 2024** June 30, 2024 decreased compared to the **three six** months ended **March 31, 2023** June 30, 2023 primarily due to an increase in benefits recognized in the first quarter of 2024 from stock-based compensation for forecasted tax credits and a nontaxable non-cash noncash gain on changes change in ownership interest.

ownership.

Net income attributable to noncontrolling interests

The decrease in net income attributable to noncontrolling interests for the first quarter of 2024 from the fourth quarter of 2023 was due to reduced earnings at certain U.S. dialysis partnerships. The increase in net income attributable to noncontrolling interests for the **three second** quarter of 2024 from the first quarter of 2024 and for the six months ended **March 31, 2024** June 30, 2024 from the **three six** months ended **March 31, 2023** June 30, 2023 was due to increased profitability at certain U.S. dialysis partnerships.

U.S. dialysis accounts receivable

Our U.S. dialysis accounts receivable balances at **March 31, 2024** June 30, 2024 and December 31, 2023 were **\$2.180 billion** \$1.812 billion and \$1.632 billion, respectively, representing approximately **73** 59 and 54 days of revenue outstanding (DSO), respectively. The increase in DSO is primarily due to payment collection delays related to the CHC Outage, described above. Our DSO calculation is based on the current quarter's average revenues per day. There were no significant changes from the **fourth first** quarter of 2023 2024 to the **first second** quarter of 2024 in the carrying amount of accounts receivable outstanding over one year old.

Liquidity and capital resources

The following table summarizes our major sources and uses of cash, cash equivalents and restricted cash:

Three months ended									
March 31,					YTD Q1 2024 vs. YTD Q1 2023				
Six months ended June									
30,					YTD Q2 2024 vs. YTD Q2 2023				
2024		2024		2023		Amount		Percent	
(dollars in millions and shares in thousands)									

Net cash provided by operating activities:

Net income									
Net income									
Net income									
		\$ 306	\$	\$ 171	\$	\$ 135	78.9	78.9	% \$ 606
Non-cash items in net income	Non-cash items in net income	199	209	209	(10)	(10)	(4.8)	(4.8)	% Non-cash items in net income 422 417
Other working capital changes	Other working capital changes	(634)	89	89	(723)	(723)	(812.4)	(812.4)	% Other working capital changes (353) 88
Other	Other	(6)	(6)	(6)	—	—	—	—	% Other (10) (9)
\$									
		\$ (135)	\$	\$ 463	\$	\$ (598)	(129.2)	(129.2)	% \$ 664

Net cash used in investing activities:

Net cash used in investing activities:

Net cash used in investing activities:

Maintenance capital expenditures(1)									
Maintenance capital expenditures(1)									
Maintenance capital expenditures(1)									
		\$ (85)	\$	\$ (109)	\$	\$ 24	22.0	22.0	% \$ (171)
Development capital expenditures(2)	Development capital expenditures(2)	(36)	(39)	(39)	3	3	7.7	7.7	% Development capital expenditures(2) (74) (78)
Acquisition expenditures	Acquisition expenditures	(105)	—	—	(105)	(105)	(100.0)	(100.0)	% Acquisition expenditures (158) (3)
Proceeds from sale of self-developed properties	Proceeds from sale of self-developed properties	3	—	—	3	3	100.0	100.0	% Proceeds from sale of self-developed properties 9 2
Other									
Other									
Other									
		8	31	31	(23)	(23)	(74.2)	(74.2)	% 18 (191) (191)
\$									
		\$ (215)	\$	\$ (117)	\$	\$ (98)	(83.8)	(83.8)	% \$ (377)

Net cash used in financing activities:

Net cash used in financing activities:

Net cash used in financing activities:

Debt issuances (payments), net

Stock repurchases

The following table summarizes our common stock repurchases during the three and six months ended **March 31, 2024** **June 30, 2024**:

Three months ended March 31, 2024		Three months ended March 31, 2024		Three months ended March 31, 2024	
Shares repurchased		Shares repurchased		Shares repurchased	
Shares repurchased		Shares repurchased		Shares repurchased	
Three months ended June 30, 2024		Six months ended June 30, 2024		Six months ended June 30, 2024	
Shares repurchased	Amount paid (in millions)	Average paid per share	Shares repurchased	Amount paid (in millions)	Average paid per share
Open market repurchases:	2,655,000	\$376	4,774,415	\$616	\$127.98
Open market repurchases:					
Open market repurchases:					

The Company did not repurchase any shares during the three and six months ended **March 31, 2023** **June 30, 2023**.

Available liquidity

As of **March 31, 2024** **June 30, 2024**, we had **\$735 million** **\$1,240 million** available and **\$765 million** **\$260 million** drawn on our \$1.5 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 **March 31, 2024** **June 30, 2024**. We separately had approximately \$154 million in letters of credit outstanding under a separate bilateral secured letter of credit facility.

See Note 7 to the condensed consolidated financial statements for components of our long-term debt and their interest rates.

We believe that our cash flow from operations and other sources of liquidity, including from amounts available under our 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 Part I, Item 1A Risk Factors of our 2023 10-K.

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.

In connection with a comment letter from the Securities and Exchange Commission Staff, beginning in the second quarter of 2024, we have updated the presentation of our non-GAAP measures to no longer exclude center closure costs for all periods presented. To facilitate comparisons, the non-GAAP measures presented for prior periods also have been conformed to the presentation of the non-GAAP measures for the current period.

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 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 represents net cash provided by operating activities less distributions to noncontrolling interests, and all capital expenditures (including development capital expenditures, and maintenance capital expenditures), 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 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.

Three months ended June 30, 2024

	Ancillary services					Corporate	
	U.S. dialysis	U.S. IKC	U.S. Other	International	Total	administration	Consolidated
	(dollars in millions)						
Operating income (loss)	\$ 550	\$ (34)	\$ (2)	\$ 17	\$ (19)	\$ (25)	\$ 506
Adjusted operating income (loss) ⁽³⁾	\$ 550	\$ (34)	\$ (2)	\$ 17	\$ (19)	\$ (25)	\$ 506

Three months ended March 31, 2024							
	Ancillary services					Corporate	
	U.S. dialysis	U.S. IKC	U.S. Other	International	Total	administration	Consolidated
	(dollars in millions)						
Operating income (loss)	\$ 526	\$ (26)	\$ (2)	\$ 16	\$ (12)	\$ (30)	\$ 484
Gain on changes in ownership interest ⁽¹⁾	(35)						(35)
Adjusted operating income (loss) ⁽³⁾	\$ 491	\$ (26)	\$ (2)	\$ 16	\$ (12)	\$ (30)	\$ 449

Six months ended June 30, 2024							
	Ancillary services					Corporate	
	U.S. dialysis	U.S. IKC	U.S. Other	International	Total	administration	Consolidated
	(dollars in millions)						
Operating income (loss)	\$ 1,076	\$ (60)	\$ (3)	\$ 33	\$ (30)	\$ (56)	\$ 990
Gain on changes in ownership interest ⁽¹⁾	(35)						(35)
Adjusted operating income (loss) ⁽³⁾	\$ 1,041	\$ (60)	\$ (3)	\$ 33	\$ (30)	\$ (56)	\$ 955

Six months ended June 30, 2023							
	Ancillary services					Corporate	
	U.S. dialysis	U.S. IKC	U.S. Other	International	Total	administration	Consolidated
	(dollars in millions)						
Operating income (loss)	\$ 822	\$ (77)	\$ (5)	\$ 35	\$ (46)	\$ (58)	\$ 717
Severance and other costs ⁽²⁾	22	—			—	1	23
Adjusted operating income (loss) ⁽³⁾	\$ 844	\$ (76)	\$ (5)	\$ 35	\$ (46)	\$ (57)	\$ 740

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

- (1) Represents a non-cash gain recognized on the acquisition of a controlling financial interest in a previously nonconsolidated dialysis partnership. See additional discussion above under the heading "Gain on changes in ownership interests" within "U.S. dialysis results of operations". This gain to mark the investment to fair value prior to consolidation does not represent a normal and recurring cost of operating our business or generating revenues and may obscure analysis of underlying trends and financial performance.
- (2) Includes severance and other termination costs related to a prior strategic restructuring initiative and associated transition of certain general and administrative support functions to a third party. See additional discussion above under the heading "Severance costs" within "U.S. dialysis results of operations" and "Severance and other costs" within "Ancillary services results of operations".
- (3) In connection with the conclusion of a comment letter from the Securities and Exchange Commission Staff in July 2024, beginning in the second quarter 2024, we have updated the presentation of our non-GAAP measures to no longer exclude center closure costs for all periods presented. To facilitate comparisons, the non-GAAP measures presented for prior periods also have been conformed to the presentation of the non-GAAP measures for the current period.

Three months ended March 31, 2024							
	Ancillary services					Corporate	
	U.S. dialysis	U.S. IKC	U.S. Other	International	Total	administration	Consolidated
	(dollars in millions)						
Operating income (loss)	\$ 526	\$ (26)	\$ (2)	\$ 16	\$ (12)	\$ (30)	\$ 484
Center closure charges	15						15
Gain on changes in ownership interest	(35)						(35)
Adjusted operating income (loss)	\$ 505	\$ (26)	\$ (2)	\$ 16	\$ (12)	\$ (30)	\$ 463

	Three months ended		Six months ended	
	June 30,	March 31,	June 30,	June 30,
	2024	2024	2024	2023
	(dollars in millions)		(dollars in millions)	
Income before income taxes	\$ 371	\$ 372	\$ 743	\$ 510
Less: Noncontrolling owners' income primarily attributable to non-tax paying entities	(78)	(66)	(144)	(123)
Income before income taxes attributable to DaVita Inc.	\$ 294	\$ 305	\$ 599	\$ 386
Income tax expense	\$ 72	\$ 66	\$ 137	\$ 93
Less: Income tax attributable to noncontrolling interests	—	—	(1)	(1)
Income tax expense attributable to DaVita Inc.	\$ 71	\$ 66	\$ 137	\$ 92
Effective income tax rate on income attributable to DaVita Inc.	24.2 %	21.5 %	22.9 %	23.9 %

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

	Three months ended December 31, 2023						
	Ancillary services					Corporate	Consolidated
	U.S. dialysis	U.S. IKC	U.S. Other	International	Total	administration	
	(dollars in millions)						
Operating income (loss)	\$ 444	\$ 27	\$ (19)	\$ 1	\$ 10	\$ (63)	\$ 390
Center closure charges	32						32
Severance and other costs	—						—
Legal matter						29	29
IKC adjustment		(55)			(55)		(55)
Earn-out revaluation			(8)		(8)		(8)
Goodwill impairment			26		26		26
Adjusted operating income (loss)	\$ 476	\$ (28)	\$ —	\$ 1	\$ (27)	\$ (34)	\$ 415

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

	Three months ended March 31, 2023						
	Ancillary services					Corporate	Consolidated
	U.S. dialysis	U.S. IKC	U.S. Other	International	Total	administration	
	(dollars in millions)						
Operating income (loss)	\$ 361	\$ (37)	\$ (3)	\$ 15	\$ (25)	\$ (25)	\$ 312
Center closure charges	22						22
Severance and other costs	17	—			—	1	18
Adjusted operating income (loss)	\$ 400	\$ (37)	\$ (3)	\$ 15	\$ (24)	\$ (24)	\$ 352

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

	Three months ended		
	March 31,	December 31,	March 31,
	2024	2023	2023
	(dollars in millions)		
Income before income taxes	\$ 372	\$ 289	\$ 215
Less: Noncontrolling owners' income primarily attributable to non-tax paying entities	(66)	(77)	(55)
Income before income taxes attributable to DaVita Inc.	\$ 305	\$ 212	\$ 159
Income tax expense	\$ 66	\$ 58	\$ 44
Less: Income tax attributable to noncontrolling interests	—	3	—
Income tax expense attributable to DaVita Inc.	\$ 66	\$ 61	\$ 44
Effective income tax rate on income attributable to DaVita Inc.	21.5 %	29.0 %	27.5 %

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

	Three months ended	
	March 31, 2024	March 31, 2023
	Six months ended	
	June 30, 2024	June 30, 2023
(dollars in millions)		

Net cash provided by operating activities

Adjustments to reconcile net cash provided by operating activities to free cash flow:

Distributions to noncontrolling interests

Distributions to noncontrolling interests

Distributions to noncontrolling interests

Contributions from noncontrolling interests

Maintenance capital expenditures

Development capital expenditures

Proceeds from sale of self-developed properties

Free cash flow

Certain columns or rows may not sum 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 that we manage which are wholly-owned by third parties. For additional information see Note 8 to the condensed consolidated financial statements.

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 on these obligations and how we measure and report them, see Note 13 to the condensed consolidated financial statements included in this report and Notes 16 and 23 to the consolidated financial statements included in our 2023 10-K.

For information on the maturities and other terms of our long-term debt, see Note 7 to the condensed consolidated financial statements.

As of **March 31, 2024** **June 30, 2024**, we have outstanding letters of credit in the aggregate amount of approximately \$154 million under a bilateral secured letter of credit facility separate from our senior secured credit facilities.

As of **March 31, 2024** **June 30, 2024**, 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, as described further in Note 16 to the Company's consolidated financial statements included in our 2023 10-K.

On March 5, 2024, we entered into **an agreement four separate purchase agreements** with Fresenius Medical Care to acquire their dialysis service operations in Chile, Ecuador, **Columbia Colombia** and Brazil. **This agreement involves four separate acquisitions, with Chile completed in March 2024 and Ecuador Columbia closed during the first six months of 2024. Colombia and Brazil are expected to close at various times throughout 2024. These three remaining acquisitions are during the second half of 2024 and remain subject to customary closing conditions and regulatory approvals approval as of March 31, 2024 June 30, 2024. In total, we will make Expected cash payments of for these remaining transactions are approximately \$237 million \$180 million, subject to certain customary adjustments prior to the closing. adjustments.**

New Accounting Standards

See discussion of new accounting standards in Note 15 to the condensed consolidated financial statements.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

Interest rate and foreign currency sensitivity

There has been no material change in the nature of the Company's interest rate risks or foreign currency exchange risks from those described in Part II Item 7A of our Annual Report on Form 10-K for the year ended December 31, 2023.

The table below provides information about our financial instruments that are sensitive to changes in interest rates as of **March 31, 2024** **June 30, 2024**. For further information on the components of the Company's long-term debt and their interest rates, see Note 7 to the condensed consolidated interim financial statements included in this Quarterly Report on Form 10-Q at Part I Item 1.

Expected maturity date	Average interest rate	Fair value ⁽¹⁾	Expected maturity date	Average interest rate	Fair value ⁽¹⁾
(dollars in millions)			(dollars in millions)		

Long-term debt:	Long-term debt:	Long-term debt:
Fixed rate		
Variable rate		

(1) Represents the fair value of the Company's long-term debt excluding financing leases. See Note 7 to the condensed consolidated financial statements for further details.

The scheduled principal payments for all debt that bears a variable rate by its terms, including all of Term Loan B-1, and Extended Term Loan B-1, Term Loan A-1 and the revolving line of credit, have been included on the variable rate line of the schedule of expected maturities above. Additionally, the principal amounts of Term Loan B-1 above and Term Loan A-1 have been included in the calculation of the average variable interest rate presented. Additionally, the Change Healthcare temporary funding assistance, which is interest-free, has been included in the fixed rate line of the schedule of expected maturities and the calculation of the average fixed interest rate presented above.

However, principal amounts of \$2,597 million \$950 million for Term Loan B-1, \$1,640 million for Extended Term Loan B-1 and \$903 million \$910 million of Term Loan A-1 (the capped debt) are were effectively hedged by our 2019 interest rate cap agreements through June 30, 2024, with additional caps from our 2023 and 2024 interest rate cap agreements extending for further periods. As of March 31, 2024 June 30, 2024, applicable SOFR rates were above the 2.00% threshold of our cap agreements making the interest rates on this capped debt economically "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 March 31, 2024 June 30, 2024, total fixed and economically fixed debt was \$8,066 million \$8,454 million, with an average interest rate of 4.30% 4.13%, while total variable rate debt not subject to caps was \$1,113 million \$594 million with an average rate of 7.49% 7.51%.

See Note 7 for further details on the Company's interest rate cap agreements.

Item 4. Controls and Procedures

Management has established and maintains disclosure controls and procedures designed to ensure that information required to be disclosed in the reports that it files or submits pursuant to the Securities Exchange Act of 1934 (Exchange Act) as amended is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms, and that such information is accumulated and communicated to the Company's management, including its Chief Executive Officer (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 the Company's CEO and CFO, of the effectiveness of the design and operation of our disclosure controls and procedures in accordance with the Exchange Act requirements as of March 31, 2024 June 30, 2024. 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 fiscal quarter covered by this report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II.
OTHER INFORMATION

Item 1. Legal Proceedings

The information required by this Part II, Item 1 is incorporated herein by reference to the information set forth under the caption "Commitments" "Commitments and contingencies" "contingencies" in Note 8 to the condensed consolidated financial statements included in this report.

Item 1A. Risk Factors

There have been no material changes to the risk factors previously disclosed in Part I, Item 1A of our Annual Report on Form 10-K (2023 10-K) for the year ended December 31, 2023 filed with Securities and Exchange Commission. You should carefully consider the risks included in our 2023 10-K, together with all the other information in this Quarterly Report on Form 10-Q, including the forward-looking statements in Part I, Item 2 of this Quarterly Report on Form 10-Q under the heading "Management's Discussion and Analysis of Financial Condition and Results of Operations."

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Share repurchases

The following table summarizes our repurchases of our common stock during the first second quarter of 2024.

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 1-31, 2024	1,107	\$ 106.73	1,107	\$ 1,193,759
February 1-29, 2024	952	118.91	952	\$ 1,080,479
March 1-31, 2024	60	126.23	60	\$ 1,072,904

	2,119	\$	112.76	2,119
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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)				
April 1-30, 2024	—	\$ —	—	\$ 1,072,904
May 1-31, 2024	1,375	138.48	1,375	\$ 882,449
June 1-30, 2024	1,280	141.92	1,280	\$ 700,748
	2,655	\$ 140.14	2,655	

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

As of **May 2, 2024** **August 2, 2024**, we had approximately **\$1.073 billion** **\$543 million**, 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 our current senior secured credit facilities.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. 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 **March 31, 2024** **June 30, 2024**.

Item 6. Exhibits

Exhibit Number	
10.1	Form Fourth Amendment, dated as of Performance-Based Restricted Stock Unit Agreement (DaVita Inc. 2020 Incentive Award Plan).*ü
10.2	Form of Restricted Stock Unit Agreement (DaVita Inc. 2020 Incentive Award Plan).*ü
10.3	Form of Stock Appreciation Rights Agreement (DaVita Inc. 2020 Incentive Award Plan).*ü
10.4	Share Repurchase May 9, 2024, to that certain Credit Agreement, dated as of April 30, 2024 August 12, 2019, by and between among DaVita Inc., certain subsidiary guarantors party thereto, the lenders party thereto, and Berkshire Hathaway Inc. Wells Fargo Bank, National Association, as administrative agent, collateral agent and swingline lender. (1)
31.1	Certification of the Chief Executive Officer, dated May 2, 2024 August 6, 2024, 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 May 2, 2024 August 6, 2024, 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 May 2, 2024 August 6, 2024, 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 May 2, 2024 August 6, 2024, 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.
(1)	Filed on May 1, 2024 May 13, 2024 as an exhibit to the Company's Current Report on Form 8-K.

SIGNATURE

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

DAVITA INC.

BY: _____ /s/ CHRISTOPHER M. BERRY

Christopher M. Berry
Chief Accounting Officer*

Date: May 2, 2024 August 6, 2024

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

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Exhibit 10.1

DaVita Inc.

Performance-Based Restricted Stock Unit Agreement under the DaVita Inc. 2020 Incentive Award Plan

This **Performance-Based Restricted Stock Unit 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»
Address:	«Address_1» «City», «State» «Zip»
Grant Date:	«Grant Date»
Performance Conditions:	As indicated on <u>Exhibit B</u>
Performance Period:	As indicated on <u>Exhibit B</u>
Vesting Conditions:	As indicated on <u>Exhibit B</u>
Vesting Date:	«Vesting_Date»
Target Number of Units:	«PSU_Award»
Plan Name:	2020 Incentive Award Plan
Plan ID#:	2020

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

Exhibit C – [Performance Conditions Intentionally Omitted]

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*

*If permitted by the Company, this Agreement may be accepted electronically by the Grantee pursuant to the Company's third-party stock plan administrator's procedures.

DaVita Inc.
Performance-Based Restricted Stock Unit Agreement
Exhibit A – General Terms and Conditions

For valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. Grant of Performance Stock Units. The Company hereby grants to Grantee this award (the "Award") of the target number of performance-based restricted stock units indicated on the front page ("Performance Stock Units") under the Plan, 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 shares of common stock of the Company ("Common Stock"), subject to Grantee's fulfillment of the performance, vesting and other conditions set forth in this Agreement.

2. Performance and Vesting Conditions. The number of Performance Stock Units that may be earned by and for which shares of Common Stock ("Shares") become issuable to Grantee (the "Earned Units") shall be based upon the achievement of the Performance Criteria as reviewed and approved by the Administrator and reflected in Exhibit B (the "Performance Goals") over the Performance Period or periods reflected in Exhibit B (the "Performance Period") and the remaining terms of this Agreement (the "Vesting Conditions"). The determination by the Administrator with respect to the achievement of the Performance Goals shall be made as soon as administratively practicable following the end of the applicable Performance Period after all necessary Company information is available.

3. Conversion of Performance Stock Units and Stock Issuance. To the extent that the Administrator determines that some or all of the Performance Goals and the Vesting Conditions have been achieved, then as of the applicable Vesting Date or as soon as administratively practicable thereafter (but in any event no later than 60 days following the applicable Vesting Date or the vesting event, subject to Section 12 below and Exhibit B), the Company shall issue the number of Shares issuable to Grantee (the "Shares"), for the Earned Units determined pursuant to the Administrator's determination of the level of achievement of the Performance Goals, subject to Section 6 below. Notwithstanding the foregoing, in the event Grantee's employment is transferred to a non-U.S. Affiliate, then immediately prior to such transfer this Award shall be cancelled and the Grantee shall have no further rights with respect to the Performance Stock Units or any Shares with respect to such Performance Stock Units.

4. Termination of Employment. Except as 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, Performance Stock Units will cease vesting 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 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 unvested Performance Stock Units.

5. Rights to Shares. Grantee shall not have any rights to the Shares subject to the Award, including without limitation, voting rights and rights to dividends, unless and until the Shares shall have been issued by the Company and held of record by or for the benefit of Grantee. The Performance Stock Units shall include a right to Dividend Equivalents equal to the value of any dividends paid on the Common Stock for which the dividend record date occurs between the Grant Date and the date the Performance Stock

¹ For the avoidance of doubt, with respect to Awards granted to individuals who are "officers" under Section 16 of the Exchange Act, the Administrator shall be the Committee (except in the case of the Chief Executive Officer, for whom the independent members of the Board shall make the applicable determination).

Units are settled or forfeited. Subject to vesting, each Dividend Equivalent entitles Grantee to receive the equivalent cash value of any such dividends paid on the number of Shares underlying the Performance Stock Units that are outstanding during such period. Dividend Equivalents will be accrued (without interest)

and will be subject to the same conditions as the Performance Stock Units to which they are attributable, including, without limitation, the vesting conditions and the provisions governing the time and form of settlement of the Performance Stock Units.

6. Taxes

(a) **Generally.** 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 vesting of the Award or the subsequent sale of Shares issuable pursuant to 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.

(b) **Payment of Withholding Taxes.** As a condition precedent to the delivery to the Grantee of any Shares upon vesting of the Award, the Grantee shall satisfy the Required Tax Payments by the Company withholding from the Shares otherwise to be delivered to the Grantee pursuant to the Award a whole number of Shares having a Fair Market Value, determined as of the date the obligation to withhold or pay taxes first arises in connection with the Award (the "Tax Date"), equal to the Required Tax Payments, with the number of Shares withheld rounded up to the nearest whole Share to satisfy the Required Tax Payments; provided that the number of Shares to be withheld shall be based on the minimum statutory withholding rate or, at the election of Grantee in accordance with such procedures as may be established by the Administrator from time to time, such other withholding rates for federal, state, local and foreign income tax and payroll/employment tax purposes that are applicable to such taxable income and that have been determined by the Administrator to avoid adverse accounting consequences. For the avoidance of doubt, in no instance shall the withholding rate for any Grantee exceed the applicable maximum withholding rate. Notwithstanding the foregoing, the Company (or, in the case of a Grantee subject to Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the Committee) may, in its sole discretion, establish alternative methods for the Grantee to satisfy the Required Tax Payments, which may include, without limitation, a cash payment, proceeds from the sale of Shares otherwise issuable to Grantee, or delivery (either actual delivery or by attestation procedures established by the Company) to the Company of previously owned whole Shares, in each case, having an aggregate value, determined as of the Tax Date, equal to the amount necessary to satisfy the Required Tax Payments.

7. **Assignment.** Grantee's interest in this Award may not be assigned or alienated, whether voluntarily or involuntarily.

8. **Clawback Provision.** Notwithstanding any other provision in this Agreement to the contrary, Grantee and this Award shall be subject to the Company's Dodd-Frank Policy on Recoupment of Incentive Compensation, Amended and Restated Incentive Compensation Clawback Policy, and any other clawback policy adopted by the Company, each as may be amended from time to time (each, a "Clawback Policy"), in each case, to the extent applicable to the Grantee and this Award. The provisions of this Section 8 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. **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.

10. **Change of Control of the Company.** In the event of a Change of Control (as defined in Exhibit B below), the number of Earned Units that are assigned to each Performance Goal issuable shall be determined as specified in the Relative Total Shareholder Return Performance Condition, as set forth in Exhibit B, in the event the Performance Period has not concluded as of the date of such Change of Control. For the avoidance of doubt, in the event the Performance Period has concluded on or prior to the date of the Change of Control, then the Earned Units shall vest and be determined based on the achievement of the applicable Performance Goal during the completed Performance Period.

11. **[Non-Competition]/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 confidential business, goodwill, personnel, and customer and patient information of the Company, or any of its subsidiaries or affiliates, including trade secret information, that Grantee receives solely as a result of Grantee's employment with the Company, or any of its subsidiaries or affiliates, and accordingly agrees that while Grantee is an Employee, and for the one-year period following termination of such relationship for any reason (whether voluntary or involuntary) (the "Restricted Period"), Grantee shall not, directly or indirectly, 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, or

any of its subsidiaries or affiliates, for any other individual, partnership, limited liability company, corporation, independent practice association, management services organization, or any other entity (collectively, "Person") anywhere in the Restricted Territory 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 during the last five years of Grantee's employment with the Company, or any of its subsidiaries or affiliates. 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, directly or indirectly, 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 the last five years of Grantee's employment with or engagement by the Company, or any of its subsidiaries or affiliates, in the Restricted Territory 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, or any of its subsidiaries or affiliates, (the "Additional Protected Areas of Business"). As a result, Grantee agrees, that during the Restricted Period, he/she/they shall not, directly or indirectly, own, manage, control, operate, invest in, acquire an interest in, or otherwise act for, act on behalf, or provide the

² Applicability/inclusion in award agreement based on teammate jurisdiction and status.

same or similar services to, any Person (other than the Company and its subsidiaries and affiliates) that engages in the Additional Protected Areas of Business.

Notwithstanding the foregoing, nothing in this Section 11(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.

For purposes of this Section 11(a), "Restricted Territory" means the territory or territories or other geographic areas in which the Company and its subsidiaries and affiliates does business and as to which Grantee provided services or had a material presence or influence, and/or about which Grantee learned confidential information and/or trade secrets. Grantee acknowledges and agrees that, given Grantee's role at the Company, or any of its subsidiaries or affiliates, the geographical limitations and duration of this covenant not to compete are reasonable and appropriate, it being understood that the business of the Company and any of its subsidiaries and affiliates 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 11(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 11(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 11(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 by either party for any or no reason (whether voluntary or involuntary), Grantee shall not (i) solicit any of the Company's, or any of its subsidiaries' or affiliates', employees who are then employed or who have left employment within the past six (6) months and with whom Grantee worked on more than a de minimis basis or whom Grantee directly or indirectly supervised during Grantee's employment or engagement with the Company, or any of its subsidiaries or affiliates, to work for any Person (other than the Company or any of its subsidiaries or affiliates); (ii) hire any of the Company's, or any of its subsidiaries' or affiliates', employees who are then employed or who have left employment within the past six (6) months and with whom Grantee worked on more than a de minimis basis or whom Grantee directly or indirectly supervised during Grantee's employment or engagement with the Company, or any of its subsidiaries or affiliates, to work (as an employee or an independent contractor) for any Person (other than the Company or any of its subsidiaries or affiliates); or (iii) take any action that may reasonably result in any of the Company's, or any of its subsidiaries' or affiliates', employees who are then employed or who have left employment within the past six (6) months and with whom Grantee worked on more than a de minimis basis or whom Grantee directly or indirectly supervised during Grantee's employment or engagement with the Company, or any of its subsidiaries or affiliates, going to work (as an employee or an independent contractor) for any Person (other than the Company or any of its subsidiaries or affiliates).

(c) **Non-Disclosure.** In exchange for Grantee's agreement not to disclose or use Information (as defined below) except as permitted in this Agreement and Grantee's agreement to comply with the restrictive covenants in this Section 11, the Company (or its subsidiaries or affiliates) will provide

Grantee access to Information. 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 or other confidential information or data relating to or provided by the Company, or any of its subsidiaries or affiliates, or any of their respective customers including (without limitation) any information relating to 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 generally known to the industry or the public other than as a result of Grantee's breach of any obligation to the Company, or any of its subsidiaries or affiliates; (ii) disclosure that is required by any applicable law, rule or regulation; or (iii) as otherwise provided in Section 11(d). If Grantee receives such a court order or subpoena 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 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) **Protected Rights.** Nothing contained in this Agreement prohibits or limits Grantee's ability to file a charge or complaint with any federal, state or local governmental agency or commission, including but not limited to the U.S. Securities and Exchange Commission. This Agreement also does not prohibit or limit Grantee's ability to communicate with any federal, state or local governmental agency or commission (including but not limited to the U.S. Securities and Exchange Commission), or to otherwise participate in any investigation or proceeding that may be conducted by such an agency or commission (including but not limited to the U.S. Securities and Exchange Commission), including providing documents or other information. Moreover, nothing in this agreement prevents Grantee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Grantee has reason to believe is unlawful.

(e) **Remedies.** Grantee agrees that any breach of Section [11(a)] 11(b), or 11(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. If a court finds Section 11 of this Agreement or any of its restrictions are ambiguous, unenforceable, or invalid, the Company and Grantee agree that the court will read Section 11 of the Agreement as a whole and interpret such restriction(s) to be enforceable and valid to the maximum extent allowed by law. If the court declines to enforce Section 11 of this Agreement in the manner provided in this Section 11(e), the Company and Grantee agree that Section 11 of this Agreement will be automatically modified to provide the Company with the maximum protection of its business interests allowed by law, and Grantee agrees to be bound by Section 11 of this Agreement as modified.

(f) **Termination of Agreement.** This Agreement and the Award shall terminate effective on the date on which Grantee engages in any activity in breach of any or all of Sections [11(a)], 11(b), or 11(c). This Agreement and the Award shall also terminate 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 or any Shares received pursuant to the Award. The provisions of this Section 11(f) 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. Notwithstanding the foregoing and any other language in this Agreement, for the avoidance of doubt, this Section 11(f) does not supersede or preclude the application or enforceability of Section 8 or any Clawback Policy.

(g) **Advice of Counsel; Review Period.** Grantee acknowledges and agrees that Grantee has carefully read and fully understands all of the provisions of this Section 11. The Company hereby advises Grantee to consult with an attorney of the Grantee's choosing and at the Grantee's cost before signing this Agreement and Award. Grantee acknowledges that Grantee has had at least fourteen (14) days (or such longer period as may be required under applicable law) to review this Agreement and the Award before agreeing to its terms.

(h) **Governing Law.** Notwithstanding anything in the Plan or this Agreement to the contrary, this Section 11 shall be construed and regulated under and by the laws of the state where Grantee resides. The parties agree that any and all actions or proceedings to enforce Section 11 shall be brought in the state or federal court where Grantee resides.

12. Section 409A of the Code. This Agreement and the Award are intended to be exempt from or meet the requirements of Section 409A of the Code, as applicable, and shall be interpreted and construed consistent with that intent and each settlement 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 issuance of Shares or 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 issuance or 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 issuance of Shares or payment shall be made during the period beginning on the Separation Date and ending on the date that is six months following the Separation Date or, if earlier, on the date of Grantee's death, if the earlier making of such issuance of Shares or payment would result in tax penalties being imposed on Grantee under Section 409A of the Code. The amount of any issuance of Shares or payment that would otherwise be made during this period shall instead be made on the first business day following the date that is six months following the Separation Date or, if earlier, the date of 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 settled 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.

13. 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

(individually, each a "Policy" and, 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 independent directors of the Board (with respect to a Grantee who is the Chief Executive Officer of the Company), the Committee (with respect to a Grantee that is an "officer" under Section 16 of the Exchange Act other than the Chief Executive Officer) 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 Company may require Grantee to 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 13 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 13, 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.

14. Compliance with Law. No Shares shall be issued and delivered pursuant to this Award unless and until all applicable registration requirements of the Securities Act of 1933, as amended, all applicable listing requirements of any national securities exchange on which the Common Stock is then listed, and all other requirements of law or of any regulatory bodies having jurisdiction over such issuance and delivery, shall have been complied with. In particular, the Committee may require certain investment (or other) representations and undertakings in connection with the issuance of securities in connection with the Plan and this Award in order to comply with applicable 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.

15. Arbitration. Except as otherwise set forth in Section 11, any dispute, controversy, or claim concerning this Award shall be resolved by final and binding arbitration administered by the American Arbitration Association under its Employment Arbitration Rules and Mediation Procedures then in effect (including with regards to discovery). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall have the authority to award any remedy or relief that a court of competent jurisdiction could order or grant, including the issuance of an injunction, and may award the prevailing party legal fees and expenses and arbitration fees and expenses that are incurred by the prevailing party if the substantive law at issue, or other applicable law, permits. Either party may, without inconsistency with and without waiving this arbitration provision, apply to any court having jurisdiction over such dispute or controversy and seek interim provisional, injunctive or other equitable relief until the arbitration award is rendered or the controversy is otherwise resolved. The award of the arbitrator, which shall be in writing summarizing the basis for the decision, shall be final and binding upon the parties and subject only to limited review as permitted by law. Except as provided for in Section 11(d) or as necessary in court proceedings to enforce this arbitration provision or an award rendered hereunder, or to obtain interim relief, neither a party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of the Company and Grantee. The Company and Grantee acknowledge that this Agreement evidences a transaction involving interstate commerce.

Notwithstanding any choice of law provision included in this Agreement, the United States Federal Arbitration Act shall govern the interpretation and enforcement of this arbitration provision.

16. 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.

17. Electronic Delivery and Execution. Grantee will not be able to initiate any stock transactions related to this Award until Grantee has accepted the terms of this Agreement. 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 online or electronic system established and maintained by the Company or another third party designated by the Company.

DaVita Inc.

Performance-Based Restricted Stock Unit Agreement

Exhibit B – Performance and Vesting Conditions

Shares issuable under this Agreement will be determined based on the level of performance achieved on specified Performance Goals. 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,

vesting in the right to receive the number of shares so determined shall be contingent on Grantee's continued employment by the Company on the Vesting Date (which, for the avoidance of doubt, shall be the date on which the Award is earned).

For purposes of this Exhibit:

- "Cause" shall mean: (a) a material breach by Grantee of his/her/their duties and responsibilities which do not differ in any material respect from the duties and responsibilities of Grantee during the ninety (90) days immediately prior to a Change of Control (for clarity, as defined below) (other than as a result of incapacity due to physical or mental illness) which is demonstrably willful and deliberate on Grantee's part, which is committed in bad faith or without reasonable belief that such breach is in the best interests of the Company and which is not remedied in a reasonable period of time after receipt of written notice from the Company specifying such breach; (b) willful misconduct or gross negligence which results in material harm to the Company; (c) the conviction of Grantee of, or a plea of *nolo contendere* by Grantee to, a felony or other crime involving fraud or dishonesty; or (d) willful violation of Company policies which results in material harm to the Company.

- "Change of Control" shall mean:

- (a) any transaction or series of transactions in which any Person becomes the direct or indirect Beneficial Owner, by way of a stock issuance, tender offer, merger, consolidation, other business combination or otherwise, of greater than 35% of the total voting power (on a fully diluted basis as if all convertible securities had been converted and all warrants and options had been exercised) entitled to vote in the election of directors of the Company ("Company Voting Securities") (including any transaction in which the Company becomes a wholly-owned or majority-owned subsidiary of another corporation); provided, however, that the following acquisitions shall not be deemed to be a Change of Control: (i) acquisitions by the Company or any Subsidiary; (ii) acquisitions by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary; (iii) acquisitions by any underwriter temporarily holding securities pursuant to an offering of such securities; or (iv) any acquisition pursuant to a transaction described in subparagraph (b) of this definition; provided further, that a Change of Control shall not be deemed to occur solely because Berkshire Hathaway Inc., together with its Affiliates ("Berkshire") acquires Beneficial Ownership of more than 35% of the then-outstanding Company Voting Securities as a result of the acquisition of additional securities by the Company that reduces the number of Company Voting Securities outstanding (except if after such acquisition by the Company, Berkshire becomes the Beneficial Owner of additional Company Voting Securities that increase the percentage of outstanding Company Voting Securities beneficially owned by Berkshire, in which case a Change of Control of the Company shall then occur);

-
- (a) any merger or consolidation or reorganization of the Company other than a merger, consolidation or reorganization (i) immediately following which those individuals who, immediately prior to the consummation of such merger, consolidation or reorganization, constituted the Board, constitute a majority of the board of directors of the Company or the surviving or resulting entity or any parent thereof, (ii) which results in the Company Voting Securities outstanding immediately prior to such merger, consolidation or reorganization continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary, greater than 50% of the combined voting power of the securities of the Company (or such surviving entity or any parent thereof) outstanding immediately after such merger or consolidation, and (iii) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates) representing 50% or more of the then outstanding Company Voting Securities;

- (b) any transaction or series of transactions in which all or substantially all of the Company's assets are sold;

- (c) a complete liquidation or dissolution of the Company; or

- (d) during any twenty-four (24) month period, individuals who, as of the beginning of such period, constitute the Board (the "Incumbent Directors") cease for any reason to constitute at least a majority of the Board; provided that any Person becoming a director subsequent to the beginning of such period whose election or nomination for election was approved by a vote of at least a majority of the Incumbent Directors then on the Board (either by a specific vote or by approval of the proxy statement of the Company in which such Person is named as a nominee for director, without written objection to such nomination) shall be an Incumbent Director; provided, however, that no individual initially elected or nominated as a director of the Company as a result of an actual or threatened election contest with respect to directors or as a result of any other actual or threatened solicitation of proxies by or on behalf of any Person other than the Board shall be deemed to be an Incumbent Director.

Solely for purposes of this definition, the following terms shall have the meaning specified: (A) "Affiliate" shall have the meaning set forth in Rule 12b-2 under Section 12 of the Exchange Act; (B) "Beneficial Owner" shall have the meaning set forth in Rule 13d-3 under the Exchange Act, except that a Person shall not be deemed to be the Beneficial Owner of any securities which are reflected on a Schedule 13G; and (C) "Person" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (w) the Company or any of its Affiliates; (x) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Subsidiaries; (y) an underwriter temporarily holding securities pursuant to an offering of such securities; or (z) a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

Change of Control Vesting

In the event of a Change of Control (as defined above), this Award shall automatically vest in its entirety upon the earlier of the following two events: (i) immediately prior to the effective date of a Change of Control if the successor in such Change of Control (the "Acquiror") fails to effectively assume, convert or replace this Award, or (ii) if the Award is effectively assumed in a Change of Control, as of the date of termination of Grantee's employment if such termination occurs within twenty-four (24) months following such Change of Control by the Company (or the Acquiror) (a) other than for "Cause" (defined above) or (b) if applicable, by Grantee in accordance with the termination for "Good Reason" provisions of Grantee's employment agreement, if any; provided, however, that if the Award constitutes nonqualified deferred compensation within the meaning of Section 409A of the Code, then in the case of clause (i), if the Award is not effectively assumed, converted or replaced and the Change of Control was not a "change in control event" within the meaning of Section 409A of the Code or to the extent distribution would not be permissible under Section 409A of the Code without adverse tax consequences, then the vested Award shall be settled upon the normal Vesting Date or, if earlier and to the extent permitted by Section 409A of the Code, Grantee's termination of employment, provided that the Grantee would not satisfy the age and service requirements for Rule of 65 Vesting during the term of the Award, and in the case of clause (ii), if the Change of Control was not a "change in control event" within the meaning of Section 409A of the Code and the Grantee would satisfy the age and service requirements for Rule of 65 Vesting during the term of this Award, then the vested Award shall be settled, to the extent required by Section 409A of the Code, upon the Vesting Date, in accordance with the Rule of 65 provisions. In the event of such accelerated vesting due to a Change of Control, the number of Shares issuable for the portion of Condition Target PSUs assigned to the Performance Conditions described in Section A. with respect to any Performance Period that had not concluded on or prior to the date of such Change of Control shall be determined as specified in the Relative Total Shareholder Return Performance Condition described in Section B. below.

To be effectively assumed in the Change of Control, the award received in exchange for the Award in connection with a Change of Control: (i) must be of the same type as the Award; (ii) must have a value intended to preserve the value of the Award; (iii) must relate to publicly traded equity securities of the Company (or the Acquiror or another entity that is affiliated with the Company or the Acquiror); and (iv) must have other terms and conditions that are not less favorable to the Grantee than the terms and conditions of the Award (including the provisions that would apply in the event of a subsequent Change of Control but excluding the Performance Conditions). Without limiting the generality of the foregoing, the replaced Award may take the form of a continuation of the Award if the requirements of the preceding sentence are satisfied. The determination of whether the conditions for effectively assuming the Award have been satisfied shall be made by the Board, as constituted immediately before the Change of Control, in its sole discretion.

Rule of 65 Vesting

In the event that (i) the Grantee has remained continuously employed with the Company for at least one year from the Grant Date, (ii) the Grantee has satisfied the Rule of 65 (as defined below) at the time of his/her/their termination of employment and such termination of employment is not for Cause, and (iii) the Grantee is an "officer" under Section 16 of the Exchange Act at the time of such termination of employment, then the Award shall vest and shall be settled on its normal Vesting Date; provided, however, that if following the Grantee's termination of employment under this paragraph, there is a Change of Control (as defined above) and the Award is not effectively assumed, converted or replaced and the Change of Control is a "change in control event" within the meaning of

Section 409A of the Code, then the vested Award shall be settled upon such Change of Control to the extent permitted without adverse tax consequences by Section 409A of the Code, with the number of Shares issuable as determined above under Change of Control Vesting. If the Grantee satisfies the requirements of the preceding sentence but the Grantee's termination of employment occurs prior to the first anniversary of the Grant Date, then the number of Condition Target PSUs eligible for vesting shall be prorated based on the number of full months from the Grant Date to the Grantee's termination of employment divided by 12.

"Rule of 65" shall mean that the sum of the Grantee's age and years of service equals or exceeds 65, with a minimum age of 55 and a minimum of five years of continuous service.

Death or Disability

In the event of the Grantee's death or Disability while employed by the Company, any outstanding portion of the Condition Target PSUs shall vest at target level and be settled within 60 days following such death or Disability (or, if later and to the extent permitted under Section 409A of the Code, within 60 days following the conclusion of the Performance Period applicable to the underlying Performance Goals); provided, however, that if the Grantee's death or Disability occurs following the conclusion of the Performance Period, the Award shall vest based on the achievement of the applicable Performance Goal during such completed Performance Period.

"Disability" shall mean 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.

[Performance Conditions Intentionally Omitted]

Exhibit 10.2

DaVita Inc.

Restricted Stock Unit Agreement under the DaVita Inc. 2020 Incentive Award Plan

This **Restricted Stock Unit 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»

Address: «Address_1»
«City», «State» «Zip»

Grant Date: «Grant Date»

Number of Units: «RSU Award»

Vesting Schedule: «RSU_Vesting_1»
«RSU_Vesting_2»

Plan Name: 2020 Incentive Award Plan

Plan ID#: 2020

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 – Events Causing Full Vesting of Awards

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*

*If permitted by the Company, this Agreement may be accepted electronically by the Grantee pursuant to the Company's third-party stock plan administrator's procedures.

DaVita Inc.
Restricted Stock Unit Agreement Exhibit A – General Terms and Conditions

For valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

- 1. Grant of Restricted Stock Units.** The Company hereby grants to Grantee this award (the "Award") of the number of restricted stock units indicated on the front page ("Restricted Stock Units") under the Plan, 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 shares of common stock of the Company ("Common Stock"), subject to Grantee's fulfillment of the vesting and other conditions set forth in this Agreement.
- 2. Vesting Conditions.** The Restricted Stock Units shall vest in accordance with the Vesting Schedule specified on the front page.
- 3. Conversion of Restricted Stock Units and Stock Issuance.** One share of Common Stock (each, a "Share") will become issuable to Grantee for each Restricted Stock Unit that vests pursuant to this Agreement, subject to any reduction in the number of Shares pursuant to Section 6 below, with such Shares to be distributed to the Grantee within 60 days following the applicable vesting date or vesting event, subject to Section 12 below and Exhibit B. The number of Shares issuable to Grantee, after any reduction pursuant to Section 6, shall be rounded down to the nearest whole number of Shares. Notwithstanding the foregoing, in the event Grantee's employment is transferred to a non-U.S. Affiliate, then immediately prior to such transfer this Award shall be cancelled and the Grantee shall have no further rights with respect to the Restricted Stock Units or any Shares with respect to such Restricted Stock Units.
- 4. Termination of Employment.** Except as 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, Restricted Stock Units will cease vesting 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 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 unvested Restricted Stock Units.
- 5. Rights to Shares.** Grantee shall not have any rights to the Shares subject to the Award, including without limitation, voting rights and rights to dividends, unless and until the Shares shall have been issued by the Company and held of record by or for the benefit of Grantee. The Restricted Stock Units shall include a right to Dividend Equivalents equal to the value of any dividends paid on the Common Stock for which the dividend record date occurs between the Grant Date and the date the Restricted Stock Units are settled or forfeited. Subject to vesting, each Dividend Equivalent entitles Grantee to receive the equivalent cash value of any such dividends paid on the number of Shares underlying the Restricted Stock Units that are outstanding during such period. Dividend Equivalents will be accrued (without interest) and will be subject to the same conditions as the Restricted Stock Units to which they are attributable, including, without limitation, the vesting conditions and the provisions governing the time and form of settlement of the Restricted Stock Units.
- 6. Taxes**

(a) **Generally.** 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 vesting of the Award or the subsequent sale of Shares issuable pursuant to 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.

(b) **Payment of Withholding Taxes.** As a condition precedent to the delivery to the Grantee of any Shares upon vesting of the Award, the Grantee shall satisfy the Required Tax Payments by the Company withholding from the Shares otherwise to be delivered to the Grantee pursuant to the Award a whole number of Shares having a Fair Market Value, determined as of the date the obligation to withhold or pay taxes first arises in connection with the Award (the "Tax Date"), equal to the Required Tax Payments, with the number of Shares withheld rounded up to the nearest whole Share to satisfy the Required Tax Payments; provided that the number of Shares to be withheld shall be based on the minimum statutory withholding rate or, at the election of Grantee in accordance with such procedures as may be established by the Administrator from time to time, such other withholding rates for federal, state, local and foreign income tax and payroll/employment tax purposes that are applicable to such taxable income and that have been determined by the Administrator to avoid adverse accounting consequences. For the avoidance of doubt, in no instance shall the withholding rate for any Grantee exceed the applicable maximum withholding rate. Notwithstanding the foregoing, the Company (or, in the case of a Grantee subject to Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the Committee) may, in its sole discretion, establish alternative methods for the Grantee to satisfy the Required Tax Payments, which may include, without limitation, a cash payment, proceeds from the sale of Shares otherwise issuable to Grantee, or delivery (either actual delivery or by attestation procedures established by the Company) to the Company of previously owned whole Shares, in each case, having an aggregate value, determined as of the Tax Date, equal to the amount necessary to satisfy the Required Tax Payments.

7. **Assignment.** Grantee's interest in this Award may not be assigned or alienated, whether voluntarily or involuntarily.

8. **Clawback Provision.** Notwithstanding any other provision in this Agreement to the contrary, Grantee and this Award shall be subject to the Company's Dodd-Frank Policy on Recoupment of Incentive Compensation, Amended and Restated Incentive Compensation Clawback Policy, and any other clawback policy adopted by the Company, each as may be amended from time to time (each, a "Clawback Policy"), in each case, to the extent applicable to the Grantee and this Award. The provisions of this Section 8 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. **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.

10. **Change of Control of the Company.** In the event of a Change of Control (as defined in Exhibit B below), the entire Award may vest immediately in accordance with the terms of the Plan. The specific provisions regarding circumstances in which full vesting would occur upon or following a Change of Control under this Agreement are set forth in Exhibit B.

11. **[Non-Competition]/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 confidential business, goodwill, personnel, and customer and patient information of the Company, or any of its subsidiaries or affiliates, including trade secret information, that Grantee receives solely as a result of Grantee's employment with the Company, or any of its subsidiaries or affiliates, and accordingly agrees that while Grantee is an Employee, and for the one-year period following termination of such relationship for any reason (whether voluntary or involuntary) (the "Restricted Period"), Grantee shall not, directly or indirectly, 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, or any of its subsidiaries or affiliates, for any other individual, partnership, limited liability company, corporation, independent practice association, management

services organization, or any other entity (collectively, "Person") anywhere in the Restricted Territory 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 during the last five years of Grantee's employment with the Company, or any of its subsidiaries or affiliates. 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, directly or indirectly, 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 the last five years of Grantee's employment with or engagement by the Company, or any of its subsidiaries or affiliates, in the Restricted Territory 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, or any of its subsidiaries or affiliates, (the "Additional Protected Areas of Business"). As a result, Grantee agrees, that during the Restricted Period, he/she/they shall not, directly or indirectly, 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 (other than the Company and its subsidiaries and affiliates) that engages in the Additional Protected Areas of Business.

Notwithstanding the foregoing, nothing in this Section 11(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.

For purposes of this Section 11(a), "Restricted Territory" means the territory or territories or other geographic areas in which the Company and its subsidiaries and affiliates does business and as to which Grantee provided services or had a material presence or influence, and/or about which Grantee learned confidential information and/or trade secrets. Grantee acknowledges and agrees that, given Grantee's role at the Company, or any of its subsidiaries or affiliates, the geographical limitations and duration of this covenant not to compete are reasonable and appropriate, it being understood that the business of the

¹ Applicability/inclusion in award agreement based on teammate jurisdiction and status.

Company and any of its subsidiaries and affiliates 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 11(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 11(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 11(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 by either party for any or no reason (whether voluntary or involuntary), Grantee shall not (i) solicit any of the Company's, or any of its subsidiaries' or affiliates', employees who are then employed or who have left employment within the past six (6) months and with whom Grantee worked on more than a de minimis basis or whom Grantee directly or indirectly supervised during Grantee's employment or engagement with the Company, or any of its subsidiaries or affiliates, to work for any Person (other than the Company or any of its subsidiaries or affiliates); (ii) hire any of the Company's, or any of its subsidiaries' or affiliates', employees who are then employed or who have left employment within the past six (6) months and with whom Grantee worked on more than a de minimis basis or whom Grantee directly or indirectly supervised during Grantee's employment or engagement with the Company, or any of its subsidiaries or affiliates, to work (as an employee or an independent contractor) for any Person (other than the Company or any of its subsidiaries or affiliates); or (iii) take any action that may reasonably result in any of the Company's, or any of its subsidiaries' or affiliates', employees who are then employed or who have left employment within the past six (6) months and with whom Grantee worked on more than a de minimis basis or whom Grantee directly or indirectly supervised during Grantee's employment or engagement with the Company, or any of its subsidiaries or affiliates, going to work (as an employee or an independent contractor) for any Person (other than the Company or any of its subsidiaries or affiliates).

(c) **Non-Disclosure.** In exchange for Grantee's agreement not to disclose or use Information (as defined below) except as permitted in this Agreement and Grantee's agreement to comply with the restrictive covenants in this Section 11, the Company (or its subsidiaries or affiliates) will provide Grantee access to Information. 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 or other confidential information or data relating to or provided by the Company, or any of its subsidiaries or affiliates, or any of their respective customers including (without limitation) any information relating to 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 generally known to the industry or the public other than as a result of Grantee's breach of any obligation to the Company, or any of its subsidiaries or affiliates; (ii) disclosure that is required by any applicable law, rule or regulation; or (iii) as otherwise provided in Section 11(d). If Grantee receives such a court order or subpoena 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 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) **Protected Rights.** Nothing contained in this Agreement prohibits or limits Grantee's ability to file a charge or complaint with any federal, state or local governmental agency or commission, including but not limited to the U.S. Securities and Exchange Commission. This Agreement also does not prohibit or limit Grantee's ability to communicate with any federal, state or local governmental agency or commission (including but not limited to the U.S. Securities and Exchange Commission), or to otherwise participate in any investigation or proceeding that may be conducted by such an agency or commission (including but not limited to the U.S. Securities and Exchange Commission), including providing documents or other information. Moreover, nothing in this agreement prevents Grantee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Grantee has reason to believe is unlawful.

(e) **Remedies.** Grantee agrees that any breach of Section [11(a)] 11(b), or 11(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. If a court finds Section 11 of this Agreement or any of its restrictions are ambiguous, unenforceable, or invalid, the Company and Grantee agree that the court will read Section 11 of the Agreement as a whole and interpret such restriction(s) to be enforceable and valid to the maximum extent allowed by law. If the court declines to enforce Section 11 of this Agreement in the manner provided in this Section 11(e), the Company and Grantee agree that Section 11 of this Agreement will be automatically modified to provide the Company with the maximum protection of its business interests allowed by law, and Grantee agrees to be bound by Section 11 of this Agreement as modified.

(f) **Termination of Agreement.** This Agreement and the Award shall terminate effective on the date on which Grantee engages in any activity in breach of any or all of Sections [11(a)], 11(b), or 11(c). This Agreement and the Award shall also terminate 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 or any Shares received pursuant to the Award. The provisions of this Section 11(f) 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. Notwithstanding the foregoing and any other language in this Agreement, for the avoidance of doubt, this Section 11(f) does not supersede or preclude the application or enforceability of Section 8 or any Clawback Policy.

(g) **Advice of Counsel; Review Period.** Grantee acknowledges and agrees that Grantee has carefully read and fully understands all of the provisions of this Section 11. The Company hereby advises Grantee to consult with an attorney of the Grantee's choosing and at the Grantee's cost before signing this Agreement and Award. Grantee acknowledges that Grantee has had at least fourteen (14) days (or such

longer period as may be required under applicable law) to review this Agreement and the Award before agreeing to its terms.

(h) Governing Law. Notwithstanding anything in the Plan or this Agreement to the contrary, this Section 11 shall be construed and regulated under and by the laws of the state where Grantee resides. The parties agree that any and all actions or proceedings to enforce Section 11 shall be brought in the state or federal court where Grantee resides.

12. Section 409A of the Code. This Agreement and the Award are intended to be exempt from or meet the requirements of Section 409A of the Code, as applicable, and shall be interpreted and construed consistent with that intent and each settlement 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 issuance of Shares or 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 issuance or 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 issuance of Shares or payment shall be made during the period beginning on the Separation Date and ending on the date that is six months following the Separation Date or, if earlier, on the date of Grantee's death, if the earlier making of such issuance of Shares or payment would result in tax penalties being imposed on Grantee under Section 409A of the Code. The amount of any issuance of Shares or payment that would otherwise be made during this period shall instead be made on the first business day following the date that is six months following the Separation Date or, if earlier, the date of 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 settled 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.

13. 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 (individually, each a "Policy" and, 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 independent directors of the Board (with respect to a Grantee who is the Chief Executive Officer of the Company), the Committee (with respect to a Grantee that is an "officer" under Section 16 of the Exchange Act other than the Chief Executive Officer) 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 Company may require Grantee to 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 13 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 13, 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.

14. Compliance with Law. No Shares shall be issued and delivered pursuant to this Award unless and until all applicable registration requirements of the Securities Act of 1933, as amended, all applicable

listing requirements of any national securities exchange on which the Common Stock is then listed, and all other requirements of law or of any regulatory bodies having jurisdiction over such issuance and delivery, shall have been complied with. In particular, the Committee may require certain investment (or other) representations and undertakings in connection with the issuance of securities in connection with the Plan and this Award in order to comply with applicable 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.

15. Arbitration. Except as otherwise set forth in Section 11, any dispute, controversy, or claim concerning this Award shall be resolved by final and binding arbitration administered by the American Arbitration Association under its Employment Arbitration Rules and Mediation Procedures then in effect (including with regards to discovery). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall have the authority to award any remedy or relief that a court of competent jurisdiction could order or grant, including the issuance of an injunction, and may award the prevailing party legal fees and expenses and arbitration fees and expenses that are incurred by the prevailing party if the substantive law at issue, or other applicable law, permits. Either party may, without inconsistency with and without waiving this arbitration provision, apply to any court having jurisdiction over such dispute or controversy and seek interim provisional, injunctive or other equitable relief until the arbitration award is rendered or the controversy is otherwise resolved. The award of the arbitrator, which shall be in writing summarizing the basis for the decision, shall be final and binding upon the parties and subject only to limited review as permitted by law. Except as provided for in Section 11(d) or as necessary in court proceedings to enforce this arbitration provision or an award rendered hereunder, or to obtain interim relief, neither a party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of the Company and Grantee. The Company and Grantee acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding any choice of law provision included in this Agreement, the United States Federal Arbitration Act shall govern the interpretation and enforcement of this arbitration provision.

16. 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.

17. Electronic Delivery and Execution. Grantee will not be able to initiate any stock transactions related to this Award until Grantee has accepted the terms of this Agreement. 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 online or electronic system established and maintained by the Company or another third party designated by the Company.

DaVita Inc.

Restricted Stock Unit Agreement Exhibit B – Events Causing Full Vesting Awards

Change of Control Vesting

In the event of a Change of Control (as defined below), this Award shall automatically vest in its entirety upon the earlier of the following two events: (i) immediately prior to the effective date of a Change of Control if the successor in such Change of Control (the "Acquiror") fails to effectively assume, convert or replace this Award, or (ii) if the Award is effectively assumed in a Change of Control, as of the date of termination of Grantee's employment if such termination occurs within twenty-four (24) months following such Change of Control by the Company (or the Acquiror) (a) other than for "Cause" (defined below) or (b) if applicable, by Grantee in accordance with the termination for "Good Reason" provisions of Grantee's employment agreement, if any; provided, however, that if the Award constitutes nonqualified deferred compensation within the meaning of Section 409A of the Code, then in the case of clause (i), if the Award is not effectively assumed, converted or replaced and the Change of Control was not a "change in control event" within the meaning of Section 409A of the Code or

to the extent distribution would not be permissible under Section 409A of the Code without adverse tax consequences, then the vested Award shall be settled in accordance with the Award's normal Vesting Schedule or, if earlier and to the extent permitted by Section 409A of the Code, Grantee's termination of employment, provided that the Grantee would not satisfy the age and service requirements for Rule of 65 Vesting during the duration of the Vesting Schedule, and in the case of clause (ii), if the Change of Control was not a "change in control event" within the meaning of Section 409A of the Code and the Grantee would satisfy the age and service requirements for Rule of 65 Vesting during the duration of the Vesting Schedule, then the vested Award shall be settled in accordance with the normal Vesting Schedule, in accordance with the Rule of 65 provisions.

To be effectively assumed in the Change of Control, the award received in exchange for the Award in connection with a Change of Control: (i) must be of the same type as the Award; (ii) must have a value intended to preserve the value of the Award; (iii) must relate to publicly traded equity securities of the Company (or the Acquiror or another entity that is affiliated with the Company or the Acquiror); and (iv) must have other terms and conditions that are not less favorable to the Grantee than the terms and conditions of the Award (including the provisions that would apply in the event of a subsequent Change of Control). Without limiting the generality of the foregoing, the replaced Award may take the form of a continuation of the Award if the requirements of the preceding sentence are satisfied. The determination of whether the conditions for effectively assuming the Award have been satisfied shall be made by the Board, as constituted immediately before the Change of Control, in its sole discretion.

For purposes of this Exhibit:

- "Cause" shall mean: (a) a material breach by Grantee of his/her/their duties and responsibilities which do not differ in any material respect from the duties and responsibilities of Grantee during the ninety (90) days immediately prior to a Change of Control (for clarity, as defined herein below) (other than as a result of incapacity due to physical or mental illness) which is demonstrably willful and deliberate on Grantee's part, which is committed in bad faith or without reasonable belief that such breach is in the best interests of the Company and which is not remedied in a reasonable period of time after receipt of written notice from the Company specifying such breach; (b) willful misconduct or gross negligence which results in material harm

to the Company; (c) the conviction of Grantee of, or a plea of *nolo contendere* by Grantee to, a felony or other crime involving fraud or dishonesty; or (d) willful violation of Company policies which results in material harm to the Company.

- "Change of Control" shall mean:

- (a) any transaction or series of transactions in which any Person becomes the direct or indirect Beneficial Owner, by way of a stock issuance, tender offer, merger, consolidation, other business combination or otherwise, of greater than 35% of the total voting power (on a fully diluted basis as if all convertible securities had been converted and all warrants and options had been exercised) entitled to vote in the election of directors of the Company ("Company Voting Securities") (including any transaction in which the Company becomes a wholly-owned or majority-owned subsidiary of another corporation); provided, however, that the following acquisitions shall not be deemed to be a Change of Control: (i) acquisitions by the Company or any Subsidiary; (ii) acquisitions by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary; (iii) acquisitions by any underwriter temporarily holding securities pursuant to an offering of such securities; or (iv) any acquisition pursuant to a transaction described in subparagraph (b) of this definition; provided further, that a Change of Control shall not be deemed to occur solely because Berkshire Hathaway Inc., together with its Affiliates ("Berkshire") acquires Beneficial Ownership of more than 35% of the then-outstanding Company Voting Securities as a result of the acquisition of additional securities by the Company that reduces the number of Company Voting Securities outstanding (except if after such acquisition by the Company, Berkshire becomes the Beneficial Owner of additional Company Voting Securities that increase the percentage of outstanding Company Voting Securities beneficially owned by Berkshire, in which case a Change of Control of the Company shall then occur);
- (b) any merger or consolidation or reorganization of the Company other than a merger, consolidation or reorganization (i) immediately following which those individuals who, immediately prior to the consummation of such merger, consolidation or reorganization, constituted the Board, constitute a majority of the board of directors of the Company or the surviving or resulting entity or any parent thereof, (ii) which results in the Company Voting Securities outstanding immediately prior to such merger, consolidation or reorganization continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary, greater than 50% of the combined voting power of the securities of the Company (or such surviving entity or any parent thereof) outstanding immediately after such merger or consolidation, and (iii) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities

beneficially owned by such Person any securities acquired directly from the Company or its Affiliates) representing 50% or more of the then outstanding Company Voting Securities;

- (c) any transaction or series of transactions in which all or substantially all of the Company's assets are sold;
- (d) a complete liquidation or dissolution of the Company; or
- (e) during any twenty-four (24) month period, individuals who, as of the beginning of such period, constitute the Board (the "Incumbent Directors") cease for any reason to constitute at least a majority of the Board; provided that any Person becoming a director subsequent to the beginning of such period whose election or nomination for election was approved by a vote of at least a majority of the Incumbent Directors then on the Board (either by a specific vote or by approval of the proxy statement of the Company in which such Person is named as a nominee for director, without written objection to such nomination) shall be an

Incumbent Director; provided, however, that no individual initially elected or nominated as a director of the Company as a result of an actual or threatened election contest with respect to directors or as a result of any other actual or threatened solicitation of proxies by or on behalf of any Person other than the Board shall be deemed to be an Incumbent Director.

Solely for purposes of this definition, the following terms shall have the meaning specified: (A) "Affiliate" shall have the meaning set forth in Rule 12b-2 under Section 12 of the Exchange Act; (B) "Beneficial Owner" shall have the meaning set forth in Rule 13d-3 under the Exchange Act, except that a Person shall not be deemed to be the Beneficial Owner of any securities which are reflected on a Schedule 13G; and (C) "Person" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (w) the Company or any of its Affiliates; (x) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Subsidiaries; (y) an underwriter temporarily holding securities pursuant to an offering of such securities; or (z) a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

Rule of 65 Vesting

In the event that (i) the Grantee has remained continuously employed with the Company for at least one year from the Grant Date, (ii) the Grantee has satisfied the Rule of 65 (as defined below) at the time of his/her/their termination of employment and such termination of employment is not for Cause, and (iii) the Grantee is an "officer" under Section 16 of the Exchange Act at the time of such termination of employment, then the Award shall vest and shall be settled in accordance with the normal Vesting Schedule set forth on the cover page of the Agreement; provided, however, that if following the Grantee's termination of employment under this paragraph, there is a Change of Control (as defined above) and the Award is not effectively assumed, converted or replaced and the Change of Control is a "change in control event" within the meaning of Section 409A of the Code, then the vested Award shall be settled upon such Change of Control to the extent permitted without adverse tax consequences by Section 409A of the Code. If the Grantee satisfies the requirements of the preceding sentence but the Grantee's termination of employment occurs prior to the first anniversary of the Grant Date, then the number of Shares eligible for vesting shall be prorated based on the number of full months from the Grant Date to the Grantee's termination of employment divided by 12.

"Rule of 65" shall mean that the sum of the Grantee's age and years of service equals or exceeds 65, with a minimum age of 55 and a minimum of five years of continuous service.

Death or Disability

In the event of the Grantee's death or Disability while employed by the Company, any outstanding portion of the Award shall fully vest and be settled within 60 days following such death or Disability.

"Disability" shall mean 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.

Exhibit 10.3

DaVita Inc.
Stock Appreciation Rights Agreement under the DaVita Inc. 2020 Incentive Award Plan

This **Stock Appreciation Rights 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»
Address: «Address_1»
«City», «State» «Zip»
Grant Date: «Grant Date»
Base Shares: «SSAR_Award»
Base Price per Share: \$«Base_Price»
Vesting Schedule: «SSAR_Vesting_1»
«SSAR_Vesting_2»

Expiration Date: «Expiration_Date»
Plan Name: 2020 Incentive Award Plan
Plan ID#: 2020

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 – Events Causing Full Vesting of Awards

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*

*If permitted by the Company, this Agreement may be accepted electronically by the Grantee pursuant to the Company's third-party stock plan administrator's procedures.

DaVita Inc.
Stock Appreciation Rights Agreement Exhibit A – General Terms and Conditions

For valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. Grant of Stock Appreciation Rights Award

The Company hereby grants to Grantee an award of stock appreciation rights ("Award") covering the number of Base Shares of Common Stock indicated on the front page, pursuant to which the Grantee shall be eligible to receive a number of shares ("Gain Shares") of Common Stock with an aggregate value equal to (1) the number of Base Shares indicated on the front page, times (2) the difference between the Fair Market Value of one share of Common Stock on the last trading day prior to exercise of the Stock Appreciation Rights and the Base Price specified on the front page, subject to Grantee's fulfillment of the vesting and other conditions set forth in this Agreement.

2. Term of Stock Appreciation Rights Award

- (a) This Award shall be effective for the period ("Term") from the Grant Date shown above through the Expiration Date specified on the front page.
- (b) In the case of the termination of Grantee's employment with the Company or any of its subsidiaries or Affiliates for any reason, whether voluntary or involuntary ("Severance"), the date upon which the Award shall terminate shall be determined based on the following:
 - (i) If Grantee dies while employed by the Company or during the three (3) month period immediately subsequent to his/her/their Severance, the Award shall terminate one (1) year from the date of the Severance.
 - (ii) If Grantee was disabled (as described in Exhibit B attached hereto) at the time of his/her/their Severance, the Award shall terminate one (1) year following the Severance.
 - (iii) If the Grantee satisfies the requirements for Rule of 65 vesting (as described in Exhibit B attached hereto) at the time of his/her/their Severance and such Severance is not for Cause (as defined in Exhibit B attached hereto), the Award shall terminate on the Expiration Date.
 - (iv) In all other cases, the Award shall terminate three (3) months following the Severance.
 - (v) Notwithstanding the foregoing, the Award shall terminate no later than the Expiration Date, regardless of whether or not Grantee remains in the employ of the Company.
- (c) If Grantee is transferred between the Company and an Affiliate thereof, or vice versa, or between Affiliates, Severance shall not be deemed to have occurred, unless the Grantee is transferred to a non-U.S. Affiliate, in which case, notwithstanding anything in this Agreement, the transfer shall be deemed a Severance and the Award shall terminate immediately at such Severance (and, for the avoidance of doubt, immediately prior to the effective time of the transfer to the non-U.S. Affiliate).

3. Exercisability

- (a) The Base Shares subject to this Award shall become exercisable ("vest") on the dates indicated under the Vesting Schedule indicated on the front page such that this Award shall be fully exercisable on the last date listed on the table on the front page; provided, however, that such vesting shall cease at the time of Grantee's Severance; provided, further, that, if the Grantee is an "officer" under Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), at the time of death or Severance, then (i) the Award shall continue to vest on the dates indicated in the Vesting Schedule if the Grantee satisfies the requirements of Rule of 65 vesting (as set forth on Exhibit B) at the time of his/her/their Severance and his/her/their Severance is other than for Cause or (ii) the entire Award shall vest immediately upon the Grantee's Severance due to death or disability (as described in Exhibit B attached hereto). The specific provisions regarding circumstances in which vesting would occur upon death, disability or Rule of 65 are set forth in Exhibit B.
- (b) These installments shall be cumulative, so that this Award may be exercised as to any or all of the Base Shares covered by an installment at any time or times after the installment becomes vested and until this Award terminates.
- (c) Notwithstanding the foregoing, in the event of a Change of Control (as defined in Exhibit B below), the entire Award may vest immediately in accordance with the terms of the Plan. The specific provisions regarding circumstances in which full vesting would occur upon or following a Change of Control under this Agreement are set forth in Exhibit B.
- (d) Except as otherwise provided for herein, Grantee's Severance shall not accelerate the number of Base Shares with respect to which an Award may be exercised.

4. Method of Exercising

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

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

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

and

(c) Provision for the payment of any taxes (including withholding taxes), which may be required by the Company, as described in Section 5.

5. Taxes

a. 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, vesting or exercise of the Award or the subsequent sale of the Gain Shares issuable pursuant to 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.

b. As a condition precedent to the delivery to the Grantee of any Gain Shares upon exercise of the Award, the Grantee shall satisfy the Required Tax Payments by the Company withholding from the

Gain Shares otherwise to be delivered to the Grantee pursuant to the Award a whole number of Shares having a Fair Market Value, determined as of the date the obligation to withhold or pay taxes first arises in connection with the Award (the "Tax Date"), equal to the Required Tax Payments, with the number of Shares withheld rounded up to the nearest whole Share to satisfy the Required Tax Payments; provided that the number of Shares to be withheld shall be based on the minimum statutory withholding rate or, at the election of Grantee in accordance with such procedures as may be established by the Administrator from time to time, such other withholding rates for federal, state, local and foreign income tax and payroll/employment tax purposes that are applicable to such taxable income and that have been determined by the Administrator to avoid adverse accounting consequences. For the avoidance of doubt, in no instance shall the withholding rate for any Grantee exceed the applicable maximum withholding rate. Notwithstanding the foregoing, the Company (or, in the case of a Grantee subject to Section 16 of the Exchange Act, the Committee) may, in its sole discretion, establish alternative methods for the Grantee to satisfy the Required Tax Payments, which may include, without limitation, a cash payment, proceeds from the sale of the Gain Shares otherwise issuable to Grantee, or delivery (either actual delivery or by attestation procedures established by the Company) to the Company of previously owned whole Shares, in each case, having an aggregate value, determined as of the Tax Date, equal to the amount necessary to satisfy the Required Tax Payments.

6. Settlement of Award

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

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

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

7. Clawback Provision

Notwithstanding any other provision in this Agreement to the contrary, Grantee and this Award shall be subject to the Company's Dodd-Frank Policy on Recoupment of Incentive Compensation, Amended and Restated Incentive Compensation Clawback Policy, and any other clawback policy adopted by the Company, each as may be amended from time to time (each, a "Clawback Policy"), in each case, to the extent applicable to the Grantee and this Award. The provisions of this Section 7 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.

8. Assignments

(a) Subject to Section 8(b) below, this Award shall be exercisable only by Grantee during Grantee's lifetime. In the event of Grantee's death while still employed by the Company or during the three (3) month period immediately subsequent to his/her/their Severance, this Award may be exercised by any of Grantee's executor, heirs or administrator to whom this Award may have been assigned or transferred.

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

9. No Rights as a Stockholder

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

10. 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.

11. Restrictions on Transfer of Shares

Grantee acknowledges that any Gain Shares issued upon exercise of this Award may be subject to such transfer restrictions that prohibit any transfer, pledge, sale or disposition of the Gain Shares as the Company may deem necessary to comply with all applicable state and federal securities laws and regulations.

12. 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.

13. [Non-Competition]/[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 confidential business, goodwill, personnel, and customer and patient information of the Company, or any of its subsidiaries or affiliates, including trade secret information, that Grantee receives solely as a result of Grantee's employment with the Company, or any of its subsidiaries or affiliates, and accordingly agrees that while Grantee is an Employee, and for the one-year period following termination of such relationship for any reason (whether voluntary or involuntary) (the "Restricted Period"), Grantee shall not, directly or indirectly, 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, or any of its subsidiaries or affiliates, for any other individual, partnership, limited liability company, corporation, independent practice association, management services organization, or any other entity (collectively, "Person") anywhere in the Restricted Territory 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 during the last five years of Grantee's employment with the Company, or any of its subsidiaries or affiliates. 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

¹ Applicability/inclusion in award agreement based on teammate jurisdiction and status..

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, directly or indirectly, 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 the last five years of Grantee's employment with or engagement by the Company, or any of its subsidiaries or affiliates, in the Restricted Territory 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, or any of its subsidiaries or affiliates, (the "Additional Protected Areas of Business"). As a result, Grantee agrees, that during the Restricted Period, he/she/they shall not, directly or indirectly, 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 (other than the Company and its subsidiaries and affiliates) that engages in the Additional Protected Areas of Business.

Notwithstanding the foregoing, nothing in this Section 13(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.

For purposes of this Section 13(a), "Restricted Territory" means the territory or territories or other geographic areas in which the Company and its subsidiaries and affiliates does business and as to which Grantee provided services or had a material presence or influence, and/or about which Grantee learned confidential information and/or trade secrets. Grantee acknowledges and agrees that, given Grantee's role at the Company, or any of its subsidiaries or affiliates, the geographical limitations and duration of this covenant not to compete are reasonable and appropriate, it being understood that the business of the Company and any of its subsidiaries and affiliates 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 31(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 13(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 13(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 by either party for any or no reason (whether voluntary or involuntary), Grantee shall not (i) solicit any of the Company's, or any of its subsidiaries' or affiliates', employees who are then employed or who have left employment within the past six (6) months and with whom Grantee worked on more than a de minimis basis or whom Grantee directly or indirectly supervised during Grantee's employment or engagement with the Company, or any of its subsidiaries or affiliates, to work for any Person (other than the Company or any of its subsidiaries or affiliates); (ii) hire any of the Company's, or any of its subsidiaries' or affiliates', employees who are then employed or who have left employment within the past six (6) months and with whom Grantee worked on more than a de minimis basis or whom Grantee directly or indirectly supervised during Grantee's employment or

engagement with the Company, or any of its subsidiaries or affiliates, to work (as an employee or an independent contractor) for any Person (other than the Company or any of its subsidiaries or affiliates); or (iii) take any action that may reasonably result in any of the Company's, or any of its subsidiaries' or affiliates', employees who are then employed or who have left employment within the past six (6) months and with whom Grantee worked on more than a de minimis basis or whom Grantee directly or indirectly supervised during Grantee's employment or engagement with the Company, or any of its subsidiaries or affiliates, going to work (as an employee or an independent contractor) for any Person (other than the Company or any of its subsidiaries or affiliates).

(c) **Non-Disclosure.** In exchange for Grantee's agreement not to disclose or use Information (as defined below) except as permitted in this Agreement and Grantee's agreement to comply with the restrictive covenants in this Section 13, the Company (or its subsidiaries or affiliates) will provide Grantee access to Information. 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 or other confidential information or data relating to or provided by the Company, or any of its subsidiaries or affiliates, or any of their respective customers including (without limitation) any information relating to 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 generally known to the industry or the public other than as a result of Grantee's breach of any obligation to the Company, or any of its subsidiaries or affiliates; (ii) disclosure that is required by any applicable law, rule or regulation; or (iii) as otherwise provided in Section 13(d). If Grantee receives such a court order or subpoena 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 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) **Protected Rights.** Nothing contained in this Agreement prohibits or limits Grantee's ability to file a charge or complaint with any federal, state or local governmental agency or commission, including but not limited to the U.S. Securities and Exchange Commission. This Agreement also does not prohibit or limit Grantee's ability to communicate with any federal, state or local governmental agency or commission (including but not limited to the U.S. Securities and Exchange Commission), or to otherwise participate in any investigation or proceeding that may be conducted by such an agency or commission (including but not limited to the U.S. Securities and Exchange Commission), including providing documents or other information. Moreover, nothing in this agreement prevents Grantee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Grantee has reason to believe is unlawful.

(e) **Remedies.** Grantee agrees that any breach of Section [13(a)] 13(b), or 13(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. If a court finds Section 13 of this Agreement or any of its restrictions are ambiguous, unenforceable, or invalid, the Company and Grantee agree that the court will read Section 13 of the Agreement as a whole and interpret such restriction(s) to be enforceable and valid to the maximum extent

allowed by law. If the court declines to enforce Section 13 of this Agreement in the manner provided in this Section 13(e), the Company and Grantee agree that Section 13 of this Agreement will be automatically modified to provide the Company with the maximum protection of its business interests allowed by law, and Grantee agrees to be bound by Section 13 of this Agreement as modified.

(f) **Termination of Agreement.** This Agreement and the Award shall terminate effective on the date on which Grantee engages in any activity in breach of any or all of Sections [13(a)], 13(b), or 13(c). This Agreement and the Award shall also terminate 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 or any Shares received pursuant to the Award. The provisions of this Section 13(f) 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. Notwithstanding the foregoing and any other language in this Agreement, for the avoidance of doubt, this Section 13(f) does not supersede or preclude the application or enforceability of Section 7 or any Clawback Policy.

(g) **Advice of Counsel; Review Period.** Grantee acknowledges and agrees that Grantee has carefully read and fully understands all of the provisions of this Section 13. The Company hereby advises Grantee to consult with an attorney of the Grantee's choosing and at the Grantee's cost before signing this Agreement and Award. Grantee acknowledges that Grantee has had at least fourteen (14) days (or such longer period as may be required under applicable law) to review this Agreement and the Award before agreeing to its terms.

(h) **Governing Law.** Notwithstanding anything in the Plan or this Agreement to the contrary, this Section 13 shall be construed and regulated under and by the laws of the state where Grantee resides. The parties agree that any and all actions or proceedings to enforce Section 13 shall be brought in the state or federal court where Grantee resides.

14. 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 (individually, each a "Policy," and, 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 independent directors of the Board (with respect to a Grantee who is the Chief Executive Officer of the Company), the Committee (with respect to a Grantee that is an "officer" under Section 16 of the Exchange Act other than the Chief Executive Officer) 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 Company may require Grantee to 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 14 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 14, 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.

15. Compliance with Law

No Shares shall be issued and delivered for a Gain Share unless and until all applicable registration requirements of the Securities Act of 1933, as amended, all applicable listing requirements of any national securities exchange on which the Common Stock is then listed, and all other requirements of law or of any regulatory bodies having jurisdiction over such issuance and delivery, shall have been complied with. In particular, the Committee may require certain investment (or other) representations and undertakings in connection with the issuance of securities in connection with the Plan and this Award in order to comply with applicable 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.

16. Arbitration.

Except as otherwise set forth in Section 13, any dispute, controversy, or claim concerning this Award shall be resolved by final and binding arbitration administered by the American Arbitration Association under its Employment Arbitration Rules and Mediation Procedures then in effect (including with regards to discovery). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall have the authority to award any remedy or relief that a court of competent jurisdiction could order or grant, including the issuance of an injunction, and may award the prevailing party legal fees and expenses and arbitration fees and expenses that are incurred by the prevailing party if the substantive law at issue, or other applicable law, permits. Either party may, without inconsistency with and without waiving this arbitration provision, apply to any court having jurisdiction over such dispute or controversy and seek interim provisional, injunctive or other equitable relief until the arbitration award is rendered or the controversy is otherwise resolved. The award of the arbitrator, which shall be in writing summarizing the basis for the decision, shall be final and binding upon the parties and subject only to limited review as permitted by law. Except as provided for in Section 13(d) or as necessary in court proceedings to enforce this arbitration provision or an award rendered hereunder, or to obtain interim relief, neither a party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of the Company and Grantee. The Company and Grantee acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding any choice of law provision included in this Agreement, the United States Federal Arbitration Act shall govern the interpretation and enforcement of this arbitration provision.

17. Electronic Delivery and Execution. Grantee will not be able to initiate any stock transactions related to this Award until Grantee has accepted the terms of this Agreement. 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 online or electronic system established and maintained by the Company or another third party designated by the Company.

DaVita Inc.
Stock Appreciation Rights Agreement
Exhibit B – Events Causing Full Vesting Awards

For purposes of this Exhibit:

- **"Cause"** shall mean: (a) a material breach by Grantee of his/her/their duties and responsibilities which do not differ in any material respect from the duties and responsibilities of Grantee during the ninety (90) days immediately prior to a Change of Control (for clarity, as defined below) (other than as a result of incapacity due to physical or mental illness) which is demonstrably willful and deliberate on Grantee's part, which is committed in bad faith or

without reasonable belief that such breach is in the best interests of the Company and which is not remedied in a reasonable period of time after receipt of written notice from the Company specifying such breach; (b) willful misconduct or gross negligence which results in material harm to the Company; (c) the conviction of Grantee of, or a plea of *nolo contendere* by Grantee to, a felony or other crime involving fraud or dishonesty; or (d) willful violation of Company policies which results in material harm to the Company.

▪ "Change of Control" shall mean:

- (a) any transaction or series of transactions in which any Person becomes the direct or indirect Beneficial Owner, by way of a stock issuance, tender offer, merger, consolidation, other business combination or otherwise, of greater than 35% of the total voting power (on a fully diluted basis as if all convertible securities had been converted and all warrants and options had been exercised) entitled to vote in the election of directors of the Company ("Company Voting Securities") (including any transaction in which the Company becomes a wholly-owned or majority-owned subsidiary of another corporation); provided, however, that the following acquisitions shall not be deemed to be a Change of Control: (i) acquisitions by the Company or any Subsidiary; (ii) acquisitions by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary; (iii) acquisitions by any underwriter temporarily holding securities pursuant to an offering of such securities; or (iv) any acquisition pursuant to a transaction described in subparagraph (b) of this definition; provided further, that a Change of Control shall not be deemed to occur solely because Berkshire Hathaway Inc., together with its Affiliates ("Berkshire") acquires Beneficial Ownership of more than 35% of the then-outstanding Company Voting Securities as a result of the acquisition of additional securities by the Company that reduces the number of Company Voting Securities outstanding (except if after such acquisition by the Company, Berkshire becomes the Beneficial Owner of additional Company Voting Securities that increase the percentage of outstanding Company Voting Securities beneficially owned by Berkshire, in which case a Change of Control of the Company shall then occur);
- (a) any merger or consolidation or reorganization of the Company other than a merger, consolidation or reorganization (i) immediately following which those individuals who, immediately prior to the consummation of such merger, consolidation or reorganization, constituted the Board, constitute a majority of the board of directors of

the Company or the surviving or resulting entity or any parent thereof, (ii) which results in the Company Voting Securities outstanding immediately prior to such merger, consolidation or reorganization continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary, greater than 50% of the combined voting power of the securities of the Company (or such surviving entity or any parent thereof) outstanding immediately after such merger or consolidation, and (iii) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates) representing 50% or more of the then outstanding Company Voting Securities;

- (b) any transaction or series of transactions in which all or substantially all of the Company's assets are sold;
- (c) a complete liquidation or dissolution of the Company; or
- (d) during any twenty-four (24) month period, individuals who, as of the beginning of such period, constitute the Board (the "Incumbent Directors") cease for any reason to constitute at least a majority of the Board; provided that any Person becoming a director subsequent to the beginning of such period whose election or nomination for election was approved by a vote of at least a majority of the Incumbent Directors then on the Board (either by a specific vote or by approval of the proxy statement of the Company in which such Person is named as a nominee for director, without written objection to such nomination) shall be an Incumbent Director; provided, however, that no individual initially elected or nominated as a director of the Company as a result of an actual or threatened election contest with respect to directors or as a result of any other actual or threatened solicitation of proxies by or on behalf of any Person other than the Board shall be deemed to be an Incumbent Director.

Solely for purposes of this definition, the following terms shall have the meaning specified: (A) "Affiliate" shall have the meaning set forth in Rule 12b-2 under Section 12 of the Exchange Act; (B) "Beneficial Owner" shall have the meaning set forth in Rule 13d-3 under the Exchange Act, except that a Person shall not be deemed to be the Beneficial Owner of any securities which are reflected on a Schedule 13G; and (C) "Person" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (w) the Company or any of its Affiliates; (x) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Subsidiaries; (y) an underwriter temporarily holding securities pursuant to an offering of such securities; or (z) a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

Change of Control Vesting

In the event of a Change of Control (as defined above), this Award shall automatically vest in its entirety upon the earlier of the following two events: (i) immediately prior to the effective date of a Change of Control if the successor in such Change of Control (the "Acquiror") fails to effectively

assume, convert or replace this Award, or (ii) if the Award is effectively assumed in a Change of Control, as of the date of termination of Grantee's employment if such termination occurs within twenty-four (24) months following such Change of Control by the Company (or the Acquiror) (a) other than for "Cause" (defined above) or (b) if applicable, by Grantee in accordance with the termination for "Good Reason" provisions of Grantee's employment agreement, if any.

To be effectively assumed in the Change of Control, the award received in exchange for the Award in connection with a Change of Control: (i) must be of the same type as the Award; (ii) must have a value intended to preserve the value of the Award; (iii) must relate to publicly traded equity securities of the Company (or the Acquiror or another entity that is affiliated with the Company or the Acquiror); and (iv) must have other terms and conditions that are not less favorable to the Grantee than the terms and conditions of the Award (including the provisions that would apply in the event of a subsequent Change of Control). Without limiting the generality of the foregoing, the replaced Award may take the form of a continuation of the Award if the requirements of the preceding sentence are satisfied. The determination of whether the conditions for effectively assuming the Award have been satisfied shall be made by the Board, as constituted immediately before the Change of Control, in its sole discretion.

Rule of 65 Vesting

In the event that (i) the Grantee has remained continuously employed with the Company for at least one year from the Grant Date, (ii) the Grantee has satisfied the Rule of 65 (as defined below) at the time of his/her/their termination of employment and such termination of employment is not for Cause, and (iii) the Grantee is an "officer" under Section 16 of the Exchange Act at the time of such termination of employment, then the Award shall vest and become exercisable in accordance with its normal vesting schedule set forth on the cover page of the Agreement; provided, however, that if following the Grantee's termination of employment under this paragraph, there is a Change of Control (as defined above) and the Award is not effectively assumed, converted or replaced, then the Award shall vest and become exercisable upon such Change of Control. If the Grantee satisfies the requirements of the preceding sentence but the Grantee's termination of employment occurs prior to the first anniversary of the Grant Date, then the portion of the Award eligible for vesting shall be prorated based on the number of full months from the Grant Date to the Grantee's termination of employment divided by 12.

"Rule of 65" shall mean that the sum of the Grantee's age and years of service equals or exceeds 65, with a minimum age of 55 and a minimum of five years of continuous service.

Death or Disability

In the event of the Grantee's death or Disability while employed by the Company, any outstanding portion of the Award shall become exercisable upon such death or Disability.

"Disability" shall mean 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.

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EXHIBIT 31.1

SECTION 302 CERTIFICATION

I, Javier J. Rodriguez, certify that:

1. I have reviewed this quarterly report on Form 10-Q of DaVita Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
- (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
- (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ JAVIER J. RODRIGUEZ

Javier J. Rodriguez
Chief Executive Officer

Date: May 2, 2024 August 6, 2024

EXHIBIT 31.2

SECTION 302 CERTIFICATION

I, Joel Ackerman, certify that:

1. I have reviewed this quarterly report on Form 10-Q of DaVita Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
- (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in

which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Joel Ackerman

Joel Ackerman

Chief Financial Officer and Treasurer

Date: May 2, 2024 August 6, 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 Quarterly Report of DaVita Inc. (the "Company") on Form 10-Q for the quarter ended March 31, 2024 June 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Periodic Report"), I, Javier J. Rodriguez, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Periodic Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Periodic Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ JAVIER J. RODRIGUEZ

Javier J. Rodriguez

Chief Executive Officer

May 2, August 6, 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 Quarterly Report of DaVita Inc. (the "Company") on Form 10-Q for the quarter ended **March 31, 2024** **June 30, 2024** as filed with the Securities and Exchange Commission on the date hereof (the "Periodic Report"), I, Joel Ackerman, Chief Financial Officer and Treasurer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Periodic Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Periodic Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Joel Ackerman

Joel Ackerman

Chief Financial Officer and Treasurer

May 2, August 6, 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.

DISCLAIMER

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