

**ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD  
APPLICATION FOR PERMIT**

**SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION**

**This Section must be completed for all projects.**

**Facility/Project Identification**

Facility Name: Olney Dialysis Center			
Street Address: 117 North Boone Street			
City and Zip Code: Olney, Illinois 62450			
County: Richland	Health Service Area: 5	Health Planning Area:	

**Applicant(s)** [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name: DaVita Inc.
Street Address: 2000 16 <sup>th</sup> Street
City and Zip Code: Denver, Colorado 80201
Name of Registered Agent: Corporation Service Company
Registered Agent Street Address: 251 Little Falls Drive
Registered Agent City and Zip Code: Wilmington, Delaware 19808
Name of Chief Executive Officer: Javier J. Rodriguez
CEO Street Address: 2000 16 <sup>th</sup> Street
CEO City and Zip Code: Denver, Colorado 80201
CEO Telephone Number: 303-405-2100

**Type of Ownership of Applicants**

<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership
<input checked="" type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other

- o Corporations and limited liability companies must provide an **Illinois certificate of good standing**.
- o Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner.

**APPEND DOCUMENTATION AS ATTACHMENT 1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.**

**Primary Contact** [Person to receive ALL correspondence or inquiries]

Name: Kara Friedman/Anne Cooper
Title: Attorney
Company Name: Polsinelli PC
Address: 150 North Riverside Plaza, Suite 3000
Telephone Number: 312-873-3639/312-873-3606
E-mail Address: <a href="mailto:kfriedman@polsinelli.com">kfriedman@polsinelli.com</a> / <a href="mailto:acooper@polsinelli.com">acooper@polsinelli.com</a>
Fax Number:

**Additional Contact** [Person who is also authorized to discuss the application for permit]

Name: Mary J. Anderson
Title: Divisional Vice President
Company Name: DaVita Inc.
Address: 309 East Chamberlin Street, Dixon, Illinois 61021
Telephone Number: 815-594-1131
E-mail Address: <a href="mailto:mary.j.anderson@davita.com">mary.j.anderson@davita.com</a>
Fax Number:

**Facility/Project Identification**

Facility Name: Olney Dialysis Center		
Street Address: 117 North Boone Street		
City and Zip Code: Olney, Illinois 62450		
County: Richland	Health Service Area: 5	Health Planning Area:

**Applicant(s)** [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name: Renal Life Link, Inc.
Street Address: 2000 16 <sup>th</sup> Street
City and Zip Code: Denver, Colorado 80201
Name of Registered Agent: Illinois Corporation Services Company
Registered Agent Street Address: 801 Adlai Stevenson Drive
Registered Agent City and Zip Code: Springfield, Illinois 62703
Name of Chief Executive Officer: Javier J. Rodriguez
CEO Street Address: 2000 16 <sup>th</sup> Street
CEO City and Zip Code: Denver, Colorado 80201
CEO Telephone Number: 303-405-2100

**Type of Ownership of Applicants**

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<input checked="" type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental	
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Fax Number:

**Additional Contact** [Person who is also authorized to discuss the application for permit]

Name: Mary J. Anderson
Title: Divisional Vice President
Company Name: DaVita Inc.
Address: 309 East Chamberlin Street, Dixon, Illinois 61021
Telephone Number: 815-594-1131
E-mail Address: mary.j.anderson@davita.com
Fax Number:

**Post Permit Contact**

[Person to receive all correspondence after permit issuance-THIS PERSON MUST BE EMPLOYED BY THE LICENSED HEALTH CARE FACILITY AS DEFINED AT 20 ILCS 3960]

Name: Kara Friedman/Anne Cooper
Title: Attorney
Company Name: Polsinelli PC
Address: 150 North Riverside Plaza, Suite 3000
Telephone Number: 312-873-3639/312-873-3606
E-mail Address: kfriedman@polsinelli.com/acooper@polsinelli.com
Fax Number:

**Site Ownership**

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Redhead Rentals, LLC
Address of Site Owner: 24837 West Pine Cone Lane, Plainfield, Illinois 60586
Street Address or Legal Description of the Site: 117 North Boone Street, Olney, Illinois 62450
<b>Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statements, tax assessor’s documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease, or a lease.</b>
<b>APPEND DOCUMENTATION AS ATTACHMENT 2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>

**Operating Identity/Licensee**

[Provide this information for each applicable facility and insert after this page.]

Exact Legal Name: Renal Life Link, Inc. d/b/a Olney Dialysis Center
Address: 2000 16 <sup>th</sup> Street, Denver, Colorado 80201
<input type="checkbox"/> Non-profit Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> For-profit Corporation <input type="checkbox"/> Governmental <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other
<ul style="list-style-type: none"> <li>o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.</li> <li>o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.</li> <li>o <b>Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.</b></li> </ul>
<b>APPEND DOCUMENTATION AS ATTACHMENT 3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>

**Organizational Relationships**

Provide (for each applicant) an organizational chart containing the name and relationship of any person or entity who is related (as defined in Part 1130.140). If the related person or entity is participating in the development or funding of the project, describe the interest and the amount and type of any financial contribution.

<b>APPEND DOCUMENTATION AS ATTACHMENT 4, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>
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**Flood Plain Requirements**

[Refer to application instructions.]

Provide documentation that the project complies with the requirements of Illinois Executive Order #2006-5 pertaining to construction activities in special flood hazard areas. As part of the flood plain requirements, please provide a map of the proposed project location showing any identified floodplain areas. Floodplain maps can be printed at [www.FEMA.gov](http://www.FEMA.gov) or [www.illinoisfloodmaps.org](http://www.illinoisfloodmaps.org). **This map must be in a readable format.** In addition, please provide a statement attesting that the project complies with the requirements of Illinois Executive Order #2006-5 (<http://www.hfsrb.illinois.gov>). **NOTE:** A SPECIAL FLOOD HAZARD AREA AND 500-YEAR FLOODPLAIN DETERMINATION FORM has been added at the conclusion of this Application for Permit that must be completed to deem a project complete.

APPEND DOCUMENTATION AS ATTACHMENT 5, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**Historic Resources Preservation Act Requirements**

[Refer to application instructions.]

Provide documentation regarding compliance with the requirements of the Historic Resources Preservation Act.

APPEND DOCUMENTATION AS ATTACHMENT 6, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**DESCRIPTION OF PROJECT**

**1. Project Classification**

[Check those applicable - refer to Part 1110.20 and Part 1120.20(b)]

Part 1110 Classification :

- Substantive
- Non-substantive

**2. Narrative Description**

In the space below, provide a brief narrative description of the project. Explain **WHAT** is to be done in **State Board defined terms, NOT WHY** it is being done. If the project site does NOT have a street address, include a legal description of the site. Include the rationale regarding the project's classification as substantive or non-substantive.

DaVita Inc. and Renal Life Link, Inc. (collectively, the “Applicants” or “DaVita”) seek authority from the Illinois Health Facilities and Services Review Board (the “State Board”) to discontinue its 8 station in-center hemodialysis center located at 117 North Boone Street, Olney, Illinois (“Olney Dialysis Center”).

DaVita anticipates Olney Dialysis Center will be discontinued as soon as practicable after State Board approval and no later than December 31, 2022. Project completion will occur soon after.

The project constitutes a substantive project because it proposes the discontinuation of a health care facility.

**Project Costs and Sources of Funds**

Complete the following table listing all costs (refer to Part 1120.110) associated with the project. When a project or any component of a project is to be accomplished by lease, donation, gift, or other means, the fair market or dollar value (refer to Part 1130.140) of the component must be included in the estimated project cost. If the project contains non-reviewable components that are not related to the provision of health care, complete the second column of the table below. Note, the use and sources of funds must be equal.

<b>Project Costs and Sources of Funds</b>			
<b>USE OF FUNDS</b>	<b>CLINICAL</b>	<b>NONCLINICAL</b>	<b>TOTAL</b>
Preplanning Costs			
Site Survey and Soil Investigation			
Site Preparation			
Off Site Work			
New Construction Contracts			
Modernization Contracts			
Contingencies			
Architectural/Engineering Fees			
Consulting and Other Fees			
Movable or Other Equipment (not in construction contracts)			
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)			
Fair Market Value of Leased Space or Equipment			
Other Costs to Be Capitalized			
Acquisition of Building or Other Property (excluding land)			
<b>TOTAL USES OF FUNDS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>SOURCE OF FUNDS</b>	<b>CLINICAL</b>	<b>NONCLINICAL</b>	<b>TOTAL</b>
Cash and Securities			
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Leases (fair market value)			
Governmental Appropriations			
Grants			
Other Funds and Sources			
<b>TOTAL SOURCES OF FUNDS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>			

**Related Project Costs**

Provide the following information, as applicable, with respect to any land related to the project that will be or has been acquired during the last two calendar years:

<p>Land acquisition is related to project      <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>Purchase Price:    \$ _____</p> <p>Fair Market Value: \$ _____</p>
<p>The project involves the establishment of a new facility or a new category of service  <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>If yes, provide the dollar amount of all <b>non-capitalized</b> operating start-up costs (including operating deficits) through the first full fiscal year when the project achieves or exceeds the target utilization specified in Part 1100.</p> <p>Estimated start-up costs and operating deficit cost is \$ _____.</p>

**Project Status and Completion Schedules**

<b>For facilities in which prior permits have been issued please provide the permit numbers.</b>
<p>Indicate the stage of the project’s architectural drawings:</p> <p style="text-align: center;"> <input checked="" type="checkbox"/> None or not applicable                      <input type="checkbox"/> Preliminary  <input type="checkbox"/> Schematics    <input type="checkbox"/> Final Working </p>
<p>Anticipated project completion date (refer to Part 1130.140): <u>December 31, 2022</u></p>
<p>Indicate the following with respect to project expenditures or to financial commitments (refer to Part 1130.140): <b>NOT APPLICABLE</b></p> <p><input type="checkbox"/> Purchase orders, leases or contracts pertaining to the project have been executed.</p> <p><input type="checkbox"/> Financial commitment is contingent upon permit issuance. Provide a copy of the contingent “certification of financial commitment” document, highlighting any language related to CON Contingencies</p> <p><input type="checkbox"/> Financial Commitment will occur after permit issuance.</p>
<p><b>APPEND DOCUMENTATION AS ATTACHMENT 8, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b></p>

**State Agency Submittals** [Section 1130.620(c)]

<p>Are the following submittals up to date as applicable?</p> <p><input type="checkbox"/> Cancer Registry <b>NOT APPLICABLE</b></p> <p><input type="checkbox"/> APORS <b>NOT APPLICABLE</b></p> <p><input checked="" type="checkbox"/> All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted</p> <p><input checked="" type="checkbox"/> All reports regarding outstanding permits</p> <p><b>Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.</b></p>
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**Cost Space Requirements – NOT APPLICABLE**

Provide in the following format, the **Departmental Gross Square Feet (DGSF)** or the **Building Gross Square Feet (BGSF)** and cost. The type of gross square footage either **DGSF** or **BGSF** must be identified. The sum of the department costs **MUST** equal the total estimated project costs. Indicate if any space is being reallocated for a different purpose. Include outside wall measurements plus the departments or area’s portion of the surrounding circulation space. **Explain the use of any vacated space.**

**Not Reviewable Space [i.e., non-clinical]:** means an area for the benefit of the patients, visitors, staff, or employees of a health care facility and not directly related to the diagnosis, treatment, or rehabilitation of persons receiving services from the health care facility. "Non-clinical service areas" include, but are not limited to, chapels; gift shops; newsstands; computer systems; tunnels, walkways, and elevators; telephone systems; projects to comply with life safety codes; educational facilities; student housing; patient, employee, staff, and visitor dining areas; administration and volunteer offices; modernization of structural components (such as roof replacement and masonry work); boiler repair or replacement; vehicle maintenance and storage facilities; parking facilities; mechanical systems for heating, ventilation, and air conditioning; loading docks; and repair or replacement of carpeting, tile, wall coverings, window coverings or treatments, or furniture. Solely for the purpose of this definition, "non-clinical service area" does not include health and fitness centers. [20 ILCS 3960/3]

Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
<b>REVIEWABLE</b>							
Medical Surgical							
Intensive Care							
Diagnostic Radiology							
MRI							
Total Clinical							
<b>NON-REVIEWABLE</b>							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
<b>TOTAL</b>							

**APPEND DOCUMENTATION AS ATTACHMENT 9, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.**



**Facility Bed Capacity and Utilization – NOT APPLICABLE**

Complete the following chart, as applicable. Complete a separate chart for each facility that is a part of the project and insert the chart after this page. Provide the existing bed capacity and utilization data for the latest **Calendar Year for which data is available**. **Include observation days in the patient day totals for each bed service**. Any bed capacity discrepancy from the Inventory will result in the application being deemed **incomplete**.

<b>FACILITY NAME:</b>		<b>CITY:</b>			
<b>REPORTING PERIOD DATES:</b>		<b>From:</b>	<b>to:</b>		
<b>Category of Service</b>	<b>Authorized Beds</b>	<b>Admissions</b>	<b>Patient Days</b>	<b>Bed Changes</b>	<b>Proposed Beds</b>
Medical/Surgical					
Obstetrics					
Pediatrics					
Intensive Care					
Comprehensive Physical Rehabilitation					
Acute/Chronic Mental Illness					
Neonatal Intensive Care					
General Long-Term Care					
Specialized Long-Term Care					
Long Term Acute Care					
Other ((identify)					
<b>TOTALS:</b>					

**CERTIFICATION**

The Application must be signed by the authorized representatives of the applicant entity. Authorized representatives are:

- o in the case of a corporation, any two of its officers or members of its Board of Directors;
- o in the case of a limited liability company, any two of its managers or members (or the sole manager or member when two or more managers or members do not exist);
- o in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- o in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- o in the case of a sole proprietor, the individual that is the proprietor.

This Application is filed on the behalf of **\*DaVita Inc.** in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this Application on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the fee required for this application is sent herewith or will be paid upon request.

Signature

Stephanie N. Berberich

Printed Name

Assistant Secretary

Printed Title

Signature

Samuel T. Wey

Printed Name

Delegated Official

Printed Title

Notarization:

Subscribed and sworn to before me this 13th day of September 2022.

Signature of Notary

Seal

Kathy Ann Connor

\*Insert the EXACT legal name of the applicant

STATE OF COLORADO

NOTARY ID# 20064018112

MY COMMISSION EXPIRES 04/28/2025

Notarization:

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_

Signature of Notary

Seal

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Stephanie N. Berberich

Printed Name

Assistant Secretary

Printed Title

Notarization:

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_

Signature of Notary

Seal

\*Insert the EXACT legal name of the applicant

Signature

Samuel T. Wey

Printed Name

Delegated Official

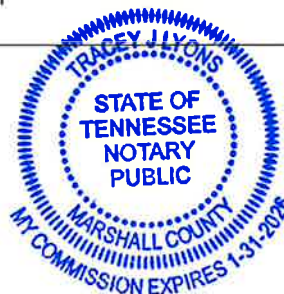
Printed Title

Notarization:

Subscribed and sworn to before me  
this 12<sup>th</sup> day of September

Signature of Notary

Seal



**CERTIFICATION**

The Application must be signed by the authorized representatives of the applicant entity. Authorized representatives are:

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**This Application is filed on the behalf of Renal Life Link, Inc. d/b/a Olney Dialysis \* in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this Application on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the fee required for this application is sent herewith or will be paid upon request.**

Signature

Stephanie N. Berberich

Printed Name

Secretary

Printed Title

Notarization:

Subscribed and sworn to before me this 3<sup>rd</sup> day of September 2022

Signature of Notary

Seal

\*Insert the EXACT legal name of the applicant

EXACT legal name of the applicant  
 Rainy Area Center  
 NOTARY PUBLIC  
 STATE OF COLORADO  
 NOTARY ID# 20064018112  
 MY COMMISSION EXPIRES 04/28/2025

Signature

Samuel T. Wey

Printed Name

Delegated Official

Printed Title

Notarization:

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_

Signature of Notary

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Signature

Stephanie N. Berberich

Printed Name

Secretary

Printed Title

Notarization:

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_

Signature of Notary

Seal

\*Insert the EXACT legal name of the applicant

Signature

Samuel T. Wey

Printed Name

Delegated Official

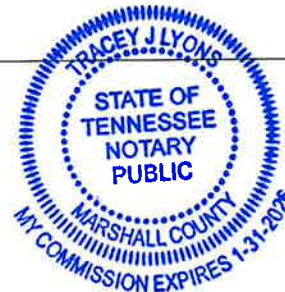
Printed Title

Notarization:

Subscribed and sworn to before me this 12<sup>th</sup> day of September

Signature of Notary

Seal



**SECTION II. DISCONTINUATION**

This Section is applicable to the discontinuation of a health care facility or the discontinuation of more than one category of service in a 6-month period. If the project is solely for a discontinuation of a health care facility the **Background of the Applicant(s) and Purpose of Project MUST** be addressed. **A copy of the Notices listed in Item 7 below MUST be submitted with this Application for Discontinuation <https://www.ilga.gov/legislation/ilcs/documents/002039600K8.7.htm>**

**Criterion 1110.290 – Discontinuation**

READ THE REVIEW CRITERION and provide the following information:

<p><b>GENERAL INFORMATION REQUIREMENTS</b></p> <ol style="list-style-type: none"> <li>1. Identify the categories of service and the number of beds, if any that are to be discontinued.</li> <li>2. Identify all the other clinical services that are to be discontinued.</li> <li>3. Provide the anticipated date of discontinuation for each identified service or for the entire facility.</li> <li>4. Provide the anticipated use of the physical plant and equipment after the discontinuation occurs.</li> <li>5. Provide the anticipated disposition and location of all medical records pertaining to the services being discontinued and the length of time the records will be maintained.</li> <li>6. Provide copies of the notices that were provided to the local media that would routinely be notified about facility events.</li> <li><b>7. For applications involving the discontinuation of an entire facility, provide copies of the notices that were sent to the municipality in which the facility is located, the State Representative and State Senator of the district in which the health care facility is located, the Director of Public Health, and the Director of Healthcare and Family Services. These notices shall have been made at least 30 days prior to filing of the application.</b></li> <li>8. For applications involving the discontinuation of an entire facility, certification by an authorized representative that all questionnaires and data required by HFSRB or DPH (e.g., annual questionnaires, capital expenditures surveys, etc.) will be provided through the date of discontinuation, and that the required information will be submitted no later than 90 days following the date of discontinuation.</li> </ol>
<p><b>REASONS FOR DISCONTINUATION</b></p> <p>The applicant shall state the reasons for the discontinuation and provide data that verifies the need for the proposed action. See criterion 1110.290(b) for examples.</p>
<p><b>IMPACT ON ACCESS</b></p> <ol style="list-style-type: none"> <li>1. Document whether the discontinuation of each service or of the entire facility will have an adverse effect upon access to care for residents of the facility’s market area.</li> <li>2. Document that a written request for an impact statement was received by all existing or approved health care facilities (that provide the same services as those being discontinued) located within the <b>geographic service area</b>.</li> </ol>
<p><b>APPEND DOCUMENTATION AS <u>ATTACHMENT 10</u>, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b></p>

**SECTION III. BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS**

This Section is applicable to all projects except those that are solely for discontinuation with no project costs.

**1110.110(a) – Background of the Applicant**

READ THE REVIEW CRITERION and provide the following required information:

**BACKGROUND OF APPLICANT**

1. A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if applicable.
2. A listing of all health care facilities currently owned and/or operated in Illinois, by any corporate officers or directors, LLC members, partners, or owners of at least 5% of the proposed health care facility.
3. For the following questions, please provide information for each applicant, including corporate officers or directors, LLC members, partners, and owners of at least 5% of the proposed facility. A health care facility is considered owned or operated by every person or entity that owns, directly or indirectly, an ownership interest.
  - a. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant, directly or indirectly, during the three years prior to the filing of the application.
  - b. A certified listing of each applicant, identifying those individuals that have been cited, arrested, taken into custody, charged with, indicted, convicted, or tried for, or pled guilty to the commission of any felony or misdemeanor or violation of the law, except for minor parking violations; or the subject of any juvenile delinquency or youthful offender proceeding. Unless expunged, provide details about the conviction, and submit any police or court records regarding any matters disclosed.
  - c. A certified and detailed listing of each applicant or person charged with fraudulent conduct or any act involving moral turpitude.
  - d. A certified listing of each applicant with one or more unsatisfied judgements against him or her.
  - e. A certified and detailed listing of each applicant who is in default in the performance or discharge of any duty or obligation imposed by a judgment, decree, order or directive of any court or governmental agency.
4. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. **Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.**
5. If, during a given calendar year, an applicant submits more than one application for permit, the documentation provided with the prior applications may be utilized to fulfill the information requirements of this criterion. In such instances, the applicant shall attest that the information was previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant can submit amendments to previously submitted information, as needed, to update and/or clarify data.

**APPEND DOCUMENTATION AS ATTACHMENT 11, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-4) MUST BE IDENTIFIED IN ATTACHMENT 11.**

**Criterion 1110.110(b) & (d)**

**PURPOSE OF PROJECT**

1. Document that the project will provide health services that improve the health care or well-being of the market area population to be served.
2. Define the planning area or market area, or other relevant area, per the applicant's definition.
3. Identify the existing problems or issues that need to be addressed as applicable and appropriate for the project.
4. Cite the sources of the documentation.
5. Detail how the project will address or improve the previously referenced issues, as well as the population's health status and well-being.
6. Provide goals with quantified and measurable objectives, with specific timeframes that relate to achieving the stated goals **as appropriate**.

For projects involving modernization, describe the conditions being upgraded, if any. For facility projects, include statements of the age and condition of the project site, as well as regulatory citations, if any. For equipment being replaced, include repair and maintenance records.

**NOTE: Information regarding the "Purpose of the Project" will be included in the State Board Staff Report.**

**APPEND DOCUMENTATION AS ATTACHMENT 12, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-6) MUST BE IDENTIFIED IN ATTACHMENT 12.**



**SECTION X. SAFETY NET IMPACT STATEMENT**

**SAFETY NET IMPACT STATEMENT that describes all the following must be submitted for ALL SUBSTANTIVE PROJECTS AND PROJECTS TO DISCONTINUE HEALTH CARE FACILITIES [20 ILCS 3960/5.4]:**

1. The project's material impact, if any, on essential safety net services in the community, ***including the impact on racial and health care disparities in the community***, to the extent that it is feasible for an applicant to have such knowledge.
2. The project's impact on the ability of another provider or health care system to cross-subsidize safety net services, if reasonably known to the applicant.
3. How the discontinuation of a facility or service might impact the remaining safety net providers in each community, if reasonably known by the applicant.

**Safety Net Impact Statements shall also include all the following:**

1. For the 3 fiscal years prior to the application, a certification describing the amount of charity care provided by the applicant. The amount calculated by hospital applicants shall be in accordance with the reporting requirements for charity care reporting in the Illinois Community Benefits Act. Non-hospital applicants shall report charity care, at cost, in accordance with an appropriate methodology specified by the Board.
2. For the 3 fiscal years prior to the application, a certification of the amount of care provided to Medicaid patients. Hospital and non-hospital applicants shall provide Medicaid information in a manner consistent with the information reported each year to the Illinois Department of Public Health regarding "Inpatients and Outpatients Served by Payor Source" and "Inpatient and Outpatient Net Revenue by Payor Source" as required by the Board under Section 13 of this Act and published in the Annual Hospital Profile.
3. Any information the applicant believes is directly relevant to safety net services, including information regarding teaching, research, and any other service.

**A table in the following format must be provided as part of Attachment 37.**

Safety Net Information per PA 96-0031			
CHARITY CARE			
Charity (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
<b>Total</b>			
Charity (cost in dollars)	Year	Year	Year
Inpatient			
Outpatient			
<b>Total</b>			
MEDICAID			
Medicaid (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
<b>Total</b>			
Medicaid (revenue)	Year	Year	Year
Inpatient			

	Outpatient				
	<b>Total</b>				

APPEND DOCUMENTATION AS ATTACHMENT 38, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**SECTION X. CHARITY CARE INFORMATION**

**Charity Care information MUST be furnished for ALL projects [1120.20(c)].**

1. All applicants and co-applicants shall indicate the amount of charity care for the latest three **audited** fiscal years, the cost of charity care and the ratio of that charity care cost to net patient revenue.
2. If the applicant owns or operates one or more facilities, the reporting shall be for each individual facility located in Illinois. If charity care costs are reported on a consolidated basis, the applicant shall provide documentation as to the cost of charity care; the ratio of that charity care to the net patient revenue for the consolidated financial statement; the allocation of charity care costs; and the ratio of charity care cost to net patient revenue for the facility under review.
3. If the applicant is not an existing facility, it shall submit the facility's projected patient mix by payer source, anticipated charity care expense and projected ratio of charity care to net patient revenue by the end of its second year of operation.

**"Charity care" means care provided by a health care facility for which the provider does not expect to receive payment from the patient or a third-party payer (20 ILCS 3960/3). Charity Care must be provided at cost.**

**A table in the following format must be provided for all facilities as part of Attachment 39.**

CHARITY CARE			
	Year	Year	Year
<b>Net Patient Revenue</b>			
Amount of Charity Care (charges)			
Cost of Charity Care			

**APPEND DOCUMENTATION AS ATTACHMENT 39, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.**

**Section I, Identification, General Information, and Certification**  
**Applicants**

Certificates of Good Standing for DaVita Inc. and Renal Life Link, Inc. (collectively, the “Applicants” or “DaVita”) are attached at Attachment – 1.

Renal Life Link, Inc. is the operator of Olney Dialysis Center. Olney Dialysis Center is a trade name of Renal Life Link, Inc. and is not separately organized.

As the person with final control over the operator, DaVita Inc. is named as an applicant for this CON application. DaVita Inc. does not do business in the State of Illinois. A Certificate of Good Standing for DaVita Inc. from the state of its incorporation, Delaware, is attached.

# Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "DAVITA INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE NINTH DAY OF SEPTEMBER, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "DAVITA INC." WAS INCORPORATED ON THE FOURTH DAY OF APRIL, A.D. 1994.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

2391269 8300

SR# 20223483981

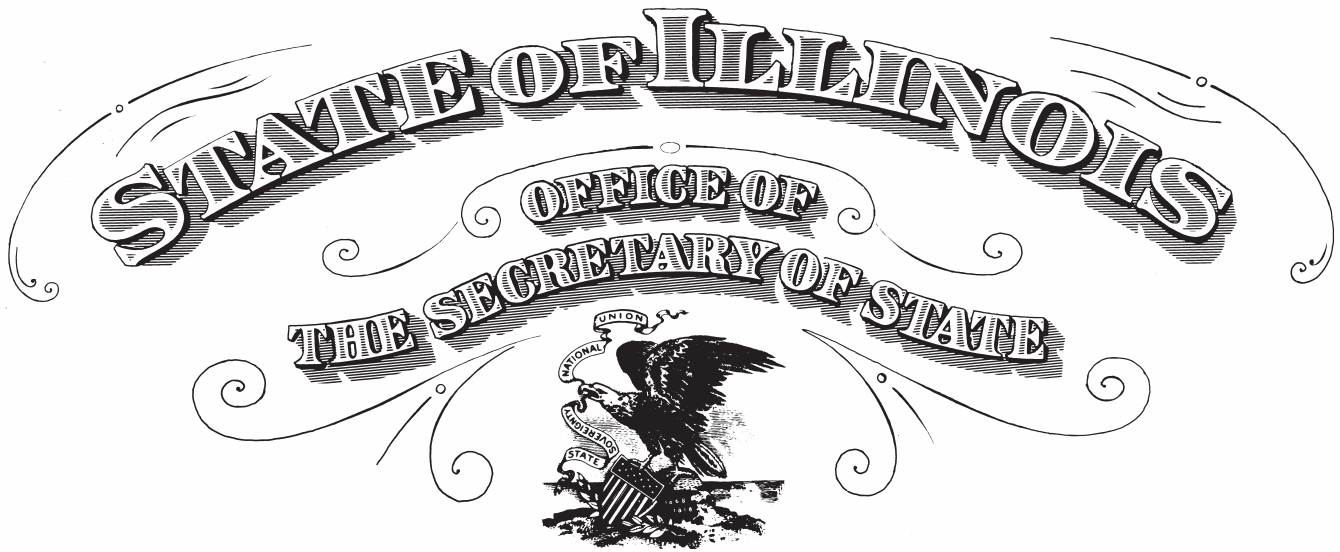
You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 204354660

Date: 09-09-22

File Number

6412-928-7

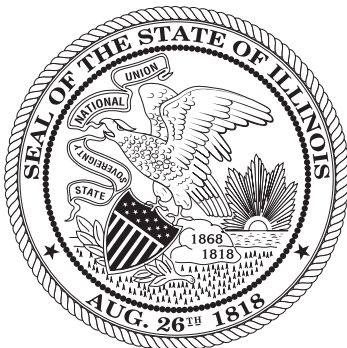


**To all to whom these Presents Shall Come, Greeting:**

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

RENAL LIFE LINK, INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MARCH 17, 2005, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 9TH day of SEPTEMBER A.D. 2022 .***



*Jesse White*

SECRETARY OF STATE

Authentication #: 2225202340 verifiable until 09/09/2023

Authenticate at: <https://www.ilsos.gov>

**Section I, Identification, General Information, and Certification**  
**Site Ownership**

The lease between Redhead Rentals, LLC and Renal Life Link, Inc. to lease the property located at 117 North Boone Street, Olney, Illinois 62450 is attached at Attachment – 2.

**LEASE AGREEMENT**

**BY AND BETWEEN**

**EXECUTIVE RENTALS ("LESSOR")**

**AND**

**RENAL LIFE LINK, INC. ("LESSEE")**

Dated: 1/29, 2011

A handwritten signature in black ink, appearing to be initials or a stylized name, located at the bottom right of the page.



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**SUMMARY OF LEASE INFORMATION**

Possession Date: See Section 1  
Commencement Date: See Section 1  
Termination Date: See Section 1  
Lessor: Executive Rentals, an Illinois partnership  
Address of Lessor: 4668 E. Big Creek Lane  
Olney, Illinois 62450  
  
Lessee: Renal Life Link, Inc., a Delaware corporation  
Address of Lessee: c/o DaVita Inc.  
601 Hawaii Street  
El Segundo, CA 90245  
Attn: General Counsel  
  
Premises Address: 117 N. Bonne Street, Olney, Illinois 62450  
Premises Rentable Area: approximately 4,800 square feet  
Building Rentable Area: approximately 4,800 square feet  
Monthly Base Rent: \$5,500.00  
Lessee's Proportionate Share: 100%

**THIS LEASE AGREEMENT** (the "Lease"), made and entered into this ~~29<sup>th</sup>~~ day of ~~JANUARY~~ 2011, by and between **EXECUTIVE RENTALS**, an Illinois partnership (hereinafter called "Lessor"), and **RENAL LIFE LINK, INC.**, a Delaware corporation (hereinafter called the "Lessee").

WITNESSETH:

**WHEREAS**, the Lessor desires to demise, lease and rent unto Lessee, and the Lessee desires to rent and lease from Lessor space located at 117 N. Boone Street, Olney, Illinois 62450, as more particularly described on Exhibit A (the "Building"), together with all improvements thereon and appurtenant rights thereto including, without limitation, parking areas, easements, declarations and rights of way; and

**WHEREAS**, the Building contains approximately Four Thousand Eight Hundred (4,800) rentable square feet (the "Building Rentable Area") and the leased premises (the "Premises") shall consist of the entire Building Rentable Area (the "Premises Rentable Area") as more fully depicted on the floor plan attached hereto as Exhibit B.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, promises and agreements herein contained, Lessor does hereby demise, lease and rent unto the Lessee and Lessee does hereby rent and lease from Lessor the Premises, under and pursuant to the following terms and conditions:

1. Term. This Lease shall be effective on February 1, 2011 (the "Effective Date"). Lessor shall deliver possession of the Premises to Lessee upon the Effective Date.

The term of the Lease shall be for thirty-six (36) months ("Term") and shall commence upon the Effective Date (the "Commencement Date"). The expiration date of the Term of the Lease shall be on January 31, 2014 (as the same may be extended the "Termination Date"), unless renewed as hereinafter provided. Each twelve (12) month period beginning on the Commencement Date or any anniversary thereof shall hereinafter be called a "Lease Year."

2. Rent. Beginning on the Commencement Date, Lessee agrees to pay as an initial annual base rent ("Rent") of Sixty Six Thousand and No/100 Dollars (\$66,000.00). Beginning on the Commencement Date, Lessee shall pay Rent in the amount of Five Thousand Five Hundred (\$5,500.00) per month in advance on the first day of each calendar month during the Term, such monthly installment to be prorated for any partial calendar month in which the Commencement Date or Termination Date shall occur. Such amount of Rent includes any taxes, common area maintenance charges for the Building and insurance premiums for the Building. All amounts (unless otherwise provided herein) other than the Rent hereof owed by Lessee to Lessor hereunder shall be deemed additional rent. Prior to the Commencement Date, Lessor shall complete and deliver to Lessee a Form W-9 - Request for Taxpayer Identification and Certification in the form attached hereto as Exhibit C.

Actual square footage for the Premises will be determined with all measurements computed in accordance with BOMA method of floor measurement. Lessee may elect to have

the space measured prior to the Commencement Date. If the square footage is found to be greater or less than the square footage shown in this Lease, Rent and other provisions of this Lease which are based on rentable area shall be adjusted accordingly.

Except as otherwise provided in this Lease, it is the intention of the parties that Lessor shall receive the rents, additional rents, and all sums payable by Lessee under this Lease free of all taxes, expenses, charges, damages and deductions of any nature whatsoever (except as otherwise provided hereinafter) and Lessee covenants and agrees to pay all sums (including rent taxes) which except for this Lease would have been chargeable against the Premises and payable by Lessor. Lessee shall, however, be under no obligation to pay principal or interest on any mortgage on the fee of the Premises, penalties or interest for late or partial payment nor any income, franchise, margin, inheritance, estate, transfer, excise, gift or capital gain taxes, that are or may be payable by Lessor or that may be imposed against Lessor or against the rents payable hereunder, or succession tax by reason of any present, future or retroactive law which may be enacted during the Term of this Lease.

3. Intentionally deleted.

4. Intentionally deleted.

5. Condition of Premises. Lessor shall deliver the Premises in its "AS IS, WHERE IS" condition. Notwithstanding the foregoing, Lessor, at Lessor's sole cost and expense, shall be responsible for the repair of any and all latent and/or patent structural defects in the Premises and Building throughout the Term and any renewal periods.

6. Use of Premises. Lessee may exclusively occupy and use the Premises during the Term for purposes of the operation of an outpatient renal dialysis clinic, renal dialysis home training, aphaeresis services and similar blood separation and cell collection procedures, general medical offices, clinical laboratory, including all incidental, related, and necessary elements and functions of other recognized dialysis disciplines which may be necessary or desirable to render a complete program of treatment to patients of Lessee (the "Permitted Use"), or for any other lawful purpose(s). Lessee may operate during such days and hours as Lessee may determine, without the imposition of minimum or maximum hours of operation by Lessor and Lessee shall have full-time access to the Premises, and may operate, up to twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

Lessor shall not sell, rent or permit any property owned, leased or controlled by Lessor or any affiliate of Lessor within a radius of five (5) miles from the Premises to be occupied or used by a business that derives more than ten percent (10%) of its revenues from renal dialysis, renal dialysis home training, any aphaeresis service(s) or similar blood separation or cell collection procedures, except services involving the collection of blood or blood components from volunteer donors. Lessor shall not display or permit to be displayed upon any such property within said radius any advertisement for any such business other than Lessee's advertisement(s) for Lessee's business(es). Lessor further covenants that in any lease, deed or other agreement hereafter executed by Lessor affecting any property owned, leased or controlled by Lessor within such radius, Lessor will insert a restrictive clause preventing such property from being used for

any purposes herein prohibited. This paragraph shall survive for two (2) years following the termination or expiration of this Lease.

Should Lessor lease space within the Building to any tenant that materially impairs Lessee's ability to use the Premises for the Permitted Use, including but not limited to any business that involves loud noises, strong food or chemical odors, or is otherwise a nuisance, and the disruption continues for in excess of thirty (30) days after notice to Lessor from Lessee, Lessee shall have the right to terminate this Lease upon sixty (60) days' written notice specifying the effective date of Lessee's termination, and Lessor shall reimburse Lessee's unamortized leasehold improvement costs.

In the event at any time after the Commencement Date of this Lease the use of the Premises as a dialysis facility becomes illegal by reason of acts not within Lessee's control, notwithstanding any other permitted uses, Lessee may terminate this Lease and thereafter neither party shall have any obligations hereunder after the date of termination.

Lessor hereby acknowledges that in order to provide a continuum of care to Lessee's patients, Lessee may delay the effective date of Lessee's termination of this Lease under any provision of the Lease giving Lessee the right to terminate until such time as Lessee has established an alternative location for the treatment of Lessee's patients and any such delay shall not operate as a waiver of Lessee's termination rights.

7. Assignment/Subletting. Lessee shall not assign this Lease, or sublet the Premises, or any part thereof, without Lessor's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed. Prior to any sublease or assignment, Lessee shall first notify Lessor in writing of its election to sublease all or a portion of the Premises or to assign this Lease or any interest thereunder. At any time within thirty (30) days after service of said notice, Lessor shall notify Lessee that it consents or refuses to consent to the sublease or assignment. A failure by Lessor to respond within such thirty (30) day period shall be deemed to be a consent.

Lessor shall not have the right to recapture any sublease or assignment space. Any denial of such sublease or assignment by Lessor as hereinabove provided must be predicated upon a commercially reasonable basis for such denial. Lessee shall retain any net profits paid in connection with a sublease or assignment in excess of Lessee's Rent obligations hereunder, which profits shall be calculated after deducting all reasonable costs incurred by Lessee in connection with the space subject to the transfer.

Notwithstanding the foregoing, no consent of Lessor is required for Lessee to assign or otherwise transfer (by operation of law or otherwise) this Lease or any of its rights hereunder to: (a) any person, corporation, partnership or other entity which acquires all or substantially all of the business or assets of Lessee or stock in Lessee; (b) any person, corporation, partnership or other entity which controls, is controlled by or is under common control with Lessee; (c) any affiliate (within the meaning of such term as set forth in Rule 501 of Regulation D under the Federal Securities Act of 1933) of Lessee; or (d) any physician, person, corporation, partnership

or other entity subleasing a portion of the Premises for purposes consistent with Lessee's Permitted Use.

No such assignment or other transfer, in whole or in part, of any Lessee's rights or obligations under this Lease shall be or operate as a release of Lessee hereunder and Lessee shall remain responsible for performing Lessee's obligations hereunder should Lessee's assignee or transferee fail to perform any such obligations, unless specifically provided otherwise by Lessor in writing.

8. Utilities, Janitorial Services and Security. Lessee shall pay the net cost (after applying any discounts or incentives) all utilities and other services necessary in the operation of the Premises, including but not be limited to, gas, fuel oil, electrical, telephone and other utility charges. The Premises shall be separately metered for all utilities, including gas, water and electricity. Lessee shall also pay the net cost (after applying any discounts or incentives) of any janitorial services and security necessary in the operation of the Premises.

9. Alterations/Signage. Lessee shall not make any alterations, or additions or leasehold improvements to the Premises following the Commencement Date ("Alterations") without Lessor's prior written consent in each and every instance, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, Lessee shall have the right to make non-structural Alterations to the Premises which do not exceed in cost Fifty Thousand Dollars (\$50,000.00) in the aggregate during each Lease Year without Lessor's consent. All Alterations which may be made by Lessee shall be the property of Lessee and Lessee shall be entitled to remove from the leased Premises during the Term all Alterations, tenant improvements and any and all furniture, removable trade fixtures, equipment and personal property ("Fixtures") installed or located on or in the leased Premises provided that Lessee repair any and all damages done by the removal of the foregoing. All Alterations and tenant improvements which Lessee does not elect to remove at the expiration of the Term shall be surrendered with the Premises at the termination of this Lease.

To the maximum extent permitted by applicable Laws, Lessor hereby waives any rights which Lessor may have, as to any of Lessee's furniture, fixtures, equipment, personal property, tenant improvements and Alterations, in the nature of a Lessor's lien, security interest or otherwise and further waives the right to enforce any such lien or security interest.

Lessee shall have the right to affix Lessee's standard signage, in accordance with the rules and regulations of the Building, including a sign on the exterior of the Building and a monument sign. All such signs shall comply with all applicable zoning Laws and Lessor's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. Lessor, at Lessor's expense, shall timely provide space for Lessee's designated name(s) on any directory boards located in the Building or complex.

10. Environmental. Lessee shall not cause or permit any hazardous or toxic substances, materials or waste, including, without limitation, medical waste and asbestos ("Hazardous Substances") to be used, generated, stored or disposed of in, on or under, or transported to or from the Premises unless such Hazardous Substances are reasonably necessary

for Lessee's business conducted in the Premises; provided, however, Lessee shall at all times and in all material respects comply with all local, state, and federal laws, ordinances, rules, regulations and orders, whether now in existence or hereafter adopted relating to Hazardous Substances or otherwise pertaining to the environment (the "Environmental Laws") and further provided that Lessee shall periodically cause to be removed from the Premises such Hazardous Substances placed thereon by Lessee or Lessee's agents, servants, employees, guests, invitees and/or independent contractors in accordance with good business practices, such removal to be performed by persons or entities duly qualified to handle and dispose of Hazardous Substances. Without limiting the generality of the foregoing, Lessor acknowledges that the following Hazardous Substances, among others, are required for Lessee's business operations: bleach, cidex, hibiclona, metrocide, hydrogen peroxide, and formaldehyde. Upon the expiration or earlier termination of this Lease, Lessee shall cause all Hazardous Substances placed on the Premises by Lessee to be removed, at Lessee's cost and expense, from the Premises and disposed of in strict accordance with the Environmental Laws.

Lessee shall indemnify, defend (by counsel reasonably acceptable to Lessor), protect, and hold Lessor harmless, from and against any and all claims, liabilities, penalties, fines, judgment, forfeitures, losses, costs (including clean-up costs) or expenses (including attorney's fees, consultant's fees and expert's fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (a) the presence after the Commencement Date in, on, under, or about the Premises of any Hazardous Substances caused by Lessee or its agents, servants, employees, guests, invitees and/or independent contractors; (b) any discharge or release by Lessee or its agents, servants, employees, guests, invitees and/or independent contractors after the Commencement Date in or from the Premises of any Hazardous Substances; (c) Lessee's use, storage, transportation, generation, disposal, release or discharge after the Commencement Date of Hazardous Substances, to, in, on, under, about or from the Premises; or (d) Lessee's failure after the Commencement Date to comply with any Environmental Law.

Lessor shall indemnify, defend (by counsel reasonably accepted to Lessee), protect, and hold Lessee harmless, from and against any and all claims, liabilities, penalties, fines, judgment, forfeitures, losses, costs (including clean-up costs) or expenses (including attorney's fees, consultant's fees and expert's fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (a) the presence prior to the Commencement Date in, on, under, or about the Premises or Building of any Hazardous Substances; (b) any discharge or release prior to the Commencement Date in or from the Premises or Building of any noxious or Hazardous Substances; (c) the use, storage, transportation, generation, disposal, release or discharge of Hazardous Substances by Lessor to, in, on, under, about or from the Premises or Building; (d) Lessor's failure to comply with any Environmental Law; or (e) any Hazardous Substances to the extent not due to any act or omission of Lessee or its agents, servants, employees, guests, invitees and/or independent contractors. Lessor agrees to remediate at Lessor's expense immediately upon receipt of notice from Lessee any condition described in (a) through (e) of the previous sentence.

Lessor represents and warrants to Lessee that (i) to the best of Lessor's knowledge, there are no Hazardous Substances on the Premises, including without limitation asbestos or mold, and



(ii) Lessor has received no notice from any governmental or private entity relating to Hazardous Substances on the Premises.

Lessor hereby covenants and agrees that if Lessee discovers mold at the Premises attributable to the period prior to the Possession Date or which has been caused by anything other than by Lessee's acts or omissions, Lessor shall, upon written notice from Lessee, promptly remediate the mold. If Lessor shall not commence such remediation within ten (10) days following written notice from Lessee and Lessee determines in Lessee's sole discretion that such remediation is necessary for the safety of Lessee's patients and employees, Lessee may, at its option, cause such remediation work to be performed at Lessor's cost and expense. Upon the completion of the remediation work, Lessee shall furnish Lessor with a written statement of the cost of the remediation work and Lessor shall reimburse Lessee for such cost of such remediation work within ten (10) days of Lessor's receipt of Lessee's statement. Should Lessor fail to reimburse Lessee within said ten (10) day period, then Lessee may, at its option, offset such amount against Rent. Notwithstanding the foregoing, in the event that the remediation work cannot be substantially completed or is not completed within sixty (60) days and Lessee is unable to utilize the Premises in Lessee's reasonable discretion, Lessee may elect to terminate the Lease upon thirty (30) days written notice to Lessor.

Lessee shall promptly deliver to Lessor copies of all notices made by Lessee to, or received by Lessee from, any state, county, municipal or other agency having authority to enforce any environmental law ("Enforcement Agency") or from the United States Occupational Safety and Health Administration concerning environmental matters or Hazardous Substances at the Premises. Lessor shall promptly deliver to Lessee copies of all notices received by Lessor from any Enforcement Agency or from the United States Occupational Safety and Health Administration concerning environmental matters or Hazardous Substances at the Premises.

11. Damage to Premises by Fire or Casualty. In the event the Premises shall be damaged by fire or other casualty during the Term of this Lease, whereby the same shall be rendered untenantable, then:

(a) if the damage to the Premises is so substantial that either: (i) the repair, restoration or rehabilitation of such damage cannot reasonably be expected to be substantially completed within one hundred eighty (180) days from the date of such damage or (ii) so much of the Premises is destroyed or rendered untenantable by such fire or other casualty as to make use of the Premises as a dialysis facility operating at least seventy-five percent (75%) of the dialysis stations operating prior to the fire or casualty impracticable, then Lessee may elect to terminate this Lease by giving written notice to Lessor within thirty (30) days of the date of such fire or casualty,

(b) if the damage to the Premises is so substantial that (i) the estimated repair costs exceed One Hundred Thousand (\$100,000.00) and such damage has occurred within the last one hundred eighty (180) days of the then current term and Lessee does not exercise its next available renewal option, if any or (ii) the Building is damaged to the extent of fifty percent (50%) or more of the monetary value thereof, then Lessor may elect to terminate this Lease by giving written notice to Lessee within thirty (30) days of the date of such fire or casualty; or

(c) if not so terminated, Lessor shall proceed with all due diligence to repair, restore or rehabilitate the Premises, to substantially their former condition immediately prior to such damage or destruction, at Lessor's expense, in which latter event this Lease shall not terminate.

If the Premises are rendered untenable by fire or other casualty, there shall be an abatement of Rent due Lessor by Lessee for the period of time during which the Premises are untenable. If the restoration is not substantially completed within two hundred ten (210) days of such damage, Lessee shall have the option to terminate this Lease by written notice to Lessor. In the event of any termination of this Lease, Rent shall be paid only to the date of such fire or casualty.

In the event that the Premises are partially but not substantially damaged by fire or other casualty, then Lessor shall immediately proceed with all due diligence to repair and restore the Premises and the Rent shall abate in proportion to the untenability of the Premises during the period of restoration.

Notwithstanding the foregoing provisions of this Section 11, in the event that insurance proceeds applicable to Alterations or tenant improvements constructed by Lessee at its expense are made available to Lessee, Lessee shall be responsible for restoring such Alterations; provided, however, that the Rent abatement provided for shall continue during such period of restoration so long as Lessee is diligently pursuing the completion of such restoration. In the event that Lessor does not restore the Premises, Lessee may retain all insurance proceeds applicable to Alterations and tenant improvements constructed by Lessee at its expense.

## 12. Eminent Domain.

(a) Taking. If by any lawful authority through condemnation or under the power of eminent domain: (i) the whole of the Premises shall be permanently taken; (ii) less than the entire Premises shall be permanently taken, but the remainder of the Premises, are not, in Lessee's sole judgment, fit for Lessee to carry on its business therein; (iii) Lessee determines, in its sole judgment, that after such taking adequate parking space will not be available near the Premises; (iv) there is any substantial impairment of ingress or egress from or to or visibility of the Premises; or (v) all or any portion of the common areas shall be taken resulting in a material interference with the operations of or access to Lessee's business, then in any such event, Lessee may terminate this Lease, effective as of the date of such taking, and the Rent and other sums paid or payable hereunder shall be prorated as of the date of such termination.

(b) Rent Adjustment. Unless this Lease is terminated as above provided, commencing with the date possession is acquired by the condemning authority the Rent and other sums payable hereunder shall be reduced by the then applicable per square foot Rent as by the number of square feet taken and Lessor shall restore the Premises, at Lessor's cost and expense to a complete architectural unit, and Operating Expenses will be recalculated based on the applicable square footage. During such restoration the Rent shall be abated to the extent the Premises are rendered untenable.

(c) Awards. All compensation awarded or paid in any such eminent domain proceeding shall belong to and be the property of Lessor without any participation by Lessee, except that nothing contained herein shall preclude Lessee from prosecuting any claim directly against the condemning authority in such eminent domain proceeding for its relocation costs, its unamortized leasehold improvements and trade fixtures, loss of business and the like.

13. Right of Entry by Lessor. Lessor, or any of its agents, shall have the right to enter said Premises during all reasonable hours and upon at least twenty-four (24) hours prior notice (except in cases of emergency), to perform its obligations under this Lease, examine the same or to exhibit said Premises. Lessor shall have the right to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within sixty (60) days before the expiration of this Lease. Any work done by Lessor to Premises shall be performed during hours that Lessee is not open for business (except in emergencies) unless Lessee, in the exercise of its reasonable discretion otherwise agrees. Any restoration work or alteration work at the Premises which is necessitated by or results from Lessor's entry, including, without limitation, any work necessary to conceal any element whose presence is permitted hereunder, shall be performed by Lessor at its expense or, at Lessee's election, by Lessee on Lessor's behalf and at Lessor's sole cost and expense. Lessor shall be liable for all loss, damage, or injury to persons or property and shall indemnify and hold Lessee harmless from all claims, losses, costs, expenses and liability, including reasonable attorney's fees resulting from Lessor's entry except to the extent caused by the negligent or intentional act of Lessee or its contractors, agents, employees or licensees. If Lessor's entry into the Premises pursuant to this Lease interferes with the conduct by Lessee of its business to such an extent that Lessee, in the exercise of its reasonable business judgment, must close the Premises or is unable to use seventy-five percent (75%) of the Premises for business for two (2) or more business days, then Rent and Operating Expenses shall totally abate for each day or portion thereof that such interference continues.

Lessor acknowledges that Lessee is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations ("HIPAA"), and that HIPAA requires Lessee to ensure the safety and confidentiality of patient medical records. Lessor further acknowledges that, in order for Lessee to comply with HIPAA, Lessee must restrict access to the portions of the Premises where patient medical records are kept or stored. Lessor hereby agrees that, notwithstanding the rights granted to Lessor pursuant to this Section 13 and under this Lease, except when accompanied by an authorized representative of Lessee, neither Lessor nor its employees, agents, representatives or contractors shall be permitted to enter those areas of the Premises designated by Lessee as locations where patient medical records are kept and/or stored or where such entry is prohibited by applicable state or federal health care privacy laws. Lessor further agrees to comply with the provisions of HIPAA and all applicable medical privacy laws in connection with Lessor's entry into the Premises.

14. Indemnity. Lessee agrees to indemnify Lessor and save Lessor harmless from any and all liability, claims and loss for personal injury or property damage, or both, sustained or claimed to have been sustained by any person or persons, or property in, upon or about the leased Premises or Building caused or brought about by the act or neglect of Lessee, its agents, servants or employees. Lessor agrees to indemnify Lessee and save Lessee harmless from any and all liability, claims and loss for personal injury or property damage, or both, sustained or

claimed to have been sustained by any person or persons, or property in, upon or about the leased Premises or Building caused or brought about by the act or neglect of Lessor, its agents, servants or employees. The indemnities set forth in this Section 14 shall survive the expiration of the term of this Lease.

15. Default and Remedies.

(a) Lessee Default and Lessor Remedies. In the event that (i) Lessee defaults in the payment of Rent hereunder and such Rent remains due and unpaid for ten (10) days following written notice of such default from Lessor to Lessee; (ii) or should Lessee default in the performance of any other provisions of this Lease and such default is not cured within thirty (30) days following written notice from Lessor specifying such default (unless such default is not reasonably capable of being cured within such thirty (30) day period and Lessee is diligently prosecuting such cure to completion); or (iii) if a petition in bankruptcy shall be filed by or against Lessee (provided Lessee shall have ninety (90) calendar days to stay any involuntary proceeding); or (iv) should Lessee make an assignment for the benefit of its creditors, or should a receiver be appointed for the said Lessee and such receiver is not dismissed within sixty (60) days of his appointment, then, in any of these events, Lessor, at its option, (1) proceed for past due installments of Rent due, reserving its right to proceed later for the remaining installments; or (2) declare the rights of Lessee under this Lease terminated, and thereafter recover possession of the Premises through legal process.

Upon and after termination of this Lease, Lessor shall make a commercially reasonable effort to mitigate its damages and relet the Premises or any part thereof to any person, firm or corporation other than Lessee for such rent, for such time and upon such terms as Lessor in Lessor's reasonable discretion shall determine. If the consideration collected by Lessor upon any such reletting is not sufficient to pay monthly the full amount of the Rent and additional rent reserved in this Lease and all other monies to be paid by Lessee, Lessee shall pay to Lessor the amount of each monthly deficiency upon demand. Whether or not this Lease is terminated by Lessor or by any provision of law or court decree, Lessee shall have no obligation to pay any Rent until the date it would otherwise have become due in the absence of any event of default. Lessor agrees that it shall have no right to accelerate (i.e. declare the same immediately due and payable) any Rent which would have become due in the future; provided, however, that upon termination of this Lease by Lessor, Lessee shall pay Lessor for the unamortized out-of-pocket costs of leasing commissions and tenant improvements.

(b) Lessor Default and Lessee Remedies. Subject to the terms and provisions hereinbelow, and in addition to any other remedy expressly available to Lessee pursuant to this Lease or at law or in equity, should Lessor fail to perform any term or covenant under this Lease or any other existing agreement between Lessor and Lessee, its parent company, subsidiaries or affiliates (each and any such failure being herein sometimes referred to as a "Lessor Default") and if any such Lessor Default shall not be cured and shall accordingly be continuing thirty (30) days following written notice by Lessee to Lessor of such Lessor Default (unless such default is not reasonably capable of being cured within such thirty (30) day period and Lessor is diligently prosecuting such cure to completion), then Lessee shall have the option (at Lessee's sole discretion) of (i) terminating this Lease, (ii) abating or withholding Rent, or (iii) remedying such

Lessor Default and, in connection therewith, incurring expenses for the account of Lessor, and any and all such sums expended or obligations incurred by Lessee in connection therewith shall be paid by Lessor to Lessee upon demand, and if Lessor fails to immediately reimburse and pay same to Lessee, Lessee may, in addition to any other right or remedy that Lessee may have under this Lease, deduct such amount (together with interest thereon at the maximum rate permitted by applicable law from the date of any such expenditure by Lessee until the date of repayment thereof by Lessor to Lessee) from subsequent installments of Rent and other charges (if any) that from time to time thereafter may become due and payable by Lessee to Lessor hereunder. Notwithstanding the foregoing, in all events Lessee shall have the right to remedy any Lessor Default without prior notice in the event of an emergency (so long as Lessee gives notice within a reasonable period of time thereafter) and invoice Lessor and abate Rent (if necessary) in the manner set forth in the preceding sentences of this Section 15.

If this Lease is terminated for any reason under this Section 15 before the first (1<sup>st</sup>) anniversary of the Commencement Date, and applicable Law, including without limitation applicable healthcare Law, restricts the parties from entering into any similar agreement with each other for the Premises before the first (1<sup>st</sup>) anniversary of the Commencement Date, both parties agree to comply with such applicable Law.

16. Insurance.

(a) Lessor's Insurance. During the Term of this Lease, Lessor shall procure and maintain in full force and effect with respect to the Building (i) a policy or policies of property insurance (including, to the extent required, sprinkler leakage, vandalism and malicious mischief coverage, and any other endorsements required by the holder of any fee or leasehold mortgage and earthquake, terrorism and flood insurance to the extent Lessor reasonably deems prudent and/or to the extent required by any mortgagee) for full replacement value; and (ii) a policy of commercial liability insurance in a minimum amount of \$1,000,000.00 per claim and \$3,000,000.00 in the aggregate for both bodily injury and property damage insuring Lessor's activities with respect to the Premises and the Building for loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in, upon or about the Premises or the Building.

(b) Lessee's Insurance. Lessee covenants and agrees to keep Lessee Improvements (as defined in Section 36 hereof) and Lessee's contents in the Premises insured for full replacement value against loss by fire and casualty, under an all risk policy with extended coverage endorsements. In addition thereto, Lessee shall obtain and keep in force with respect to the Premises comprehensive general liability insurance in a minimum amount of \$1,000,000.00 per claim and \$3,000,000.00 in the aggregate for both bodily injury and property damage. In no event shall Lessee's insurance provide coverage or indemnity to Lessor for any claim, loss, suit, action or other legal proceeding in which Lessor, its agents or designees bear responsibility for the claim, loss, suit, action or other legal proceeding. Rather, it is the intent of this section to provide general liability coverage to Lessor when it is made a party to a claim, loss, suit, action or other legal proceeding for which it bears no responsibility. In the event that both Lessor and Lessee bear responsibility for the claim, loss, suit, action or other legal proceeding, then each party will look to their own insurance for coverage. Lessee may carry any insurance required by

this Lease under a blanket policy or under a policy containing a self insured retention. Each policy shall provide that the insurer shall give to Lessor twenty (20) days written notice prior to any cancellation of the policy.

17. Subrogation. Each of the parties hereto hereby releases the other and the other's partners, agents and employees, to the extent of each party's property insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, its partners, agents or employees; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance shall contain a clause to the effect that this release shall not affect said policy or the right of the insured to recover thereunder. If any policy does not permit such a waiver, and if the party to benefit therefrom requests that such a waiver be obtained, the other party agrees to obtain an endorsement to its insurance policies permitting such waiver of subrogation if it is commercially available and if such policies do not provide therefor. If an additional premium is charged for such waiver, the party benefiting therefrom, if it desires to have the waiver, agrees to pay to the other the amount of such additional premium promptly upon being billed therefor.

18. Repairs and Maintenance.

(a) Lessor's Maintenance Responsibilities. Lessor shall timely maintain in good condition and repair the common areas of the Building and surrounding areas at its sole cost. Lessor, at its sole cost and expense, shall also maintain and keep in good order and repair and make any necessary replacements to the roof, roof membrane, roof covering, concrete slab, footings, foundation, structural components, exterior walls, parking areas, sidewalks, driveways, loading areas, exterior doors and windows, flooring (except for floor covering), exterior plumbing, heating, ventilation, cooling and electrical systems of the Building.

(b) Lessee's Maintenance Responsibilities. Except for Lessor's obligations set forth above and except for any damage caused by the acts of negligence by Lessor or its agents within the Premises, Lessee shall keep the interior, non-structural portions of the Premises, all HVAC systems installed by Lessee, and the non-structural elements of all doors and entrances of the Premises in the same condition, order and repair as they are at the commencement of said Term and shall deliver same to Lessor at the termination of this Lease in good order and condition, provided that normal wear and tear and damage by fire or other casualty are excepted.

19. Brokers. Lessor and Lessee each represent to the other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, except for USI Real Estate Brokerage Services Inc., representing Lessee ("Lessee's Broker"). Lessor shall pay Lessee's Broker a brokerage commission pursuant to a separate agreement. In the event Lessor does not timely pay Lessee's Broker such brokerage commission, Lessee may offset the amount of such brokerage commission against Rent due Lessor.

20. Emergency. If Lessor is unable or unwilling to take action which it is obligated to take hereunder where an emergency has occurred with respect to the Premises, then Lessee may take such action as is reasonably necessary to protect the Premises and persons or property in the

Premises and Lessor shall, within fifteen (15) days after written notice thereof from Lessee reimburse Lessee for its reasonable out-of-pocket expenses incurred in curing such emergency; provided, however, should Lessor fail to reimburse Lessee within said fifteen (15) day period, then Lessee may, at its option, offset such amount against subsequent rent due under this Lease.

21. Title and Parking. Lessor hereby represents that Lessor is the owner in fee simple of the Premises, including the Building and all improvements thereon and has the right and authority to enter into this Lease. Lessor hereby represents to Lessee that no covenants, restrictions, liens, or other encumbrances affecting the real property upon which the Building is constructed shall interfere or adversely affect Lessee's Permitted Use of the Premises. Lessor further represents that Lessor and those signatories executing this Lease on behalf of Lessor have full power and authority to execute this Lease.

Lessor agrees that Lessor will not make any material modifications to the Building or Premises (including, without limitation, the parking areas, driveways and walks) without Lessee's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. Lessee shall be entitled to the use of the parking area in accordance with a parking ratio of not less than may be required by local code (including handicapped parking spaces) in close proximity to the Premises for Lessee's exclusive use.

22. Compliance with Laws. Both parties hereby agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations ("Laws") throughout the Term of the Lease. Lessor represents and warrants to Lessee that as of the Commencement Date the Premises, the Building, and the parking areas are in compliance with all Laws, including, without limitation, applicable zoning laws, ordinances, rules and regulations and with applicable instruments affecting title to the Premises. Lessor further represents that it has received no notices or communications from any public authority having jurisdiction alleging violation of any Laws relating to the Premises or the Building or improvements thereon and has received no notices alleging violation of any title instrument. Without limiting the generality of the foregoing, Lessor represents that (i) the use of the Premises and the Building and improvements thereon for purposes of operation of a dialysis clinic and related medical and business offices is permitted by and will not violate applicable Laws, including without limitation zoning laws, and does not constitute a "non-conforming use" thereunder and (ii) the Premises, the Building, and the parking areas comply with all applicable Laws relating to handicapped accessibility, including, without limitation, the Americans with Disabilities Act.

If at any time or from time to time any Alterations, including, without limitation, structural Alterations, are required in order for the Premises or Building to comply with any generally applicable Laws from time to time applicable to the Premises, Lessor shall immediately make such Alterations at its sole cost and expense. If at any time or from time to time any Alterations, including, without limitation, structural Alterations, are required in order for the Premises to comply with any Laws specifically applicable to the Premises due to Lessee's use as a dialysis facility and not due to any act by Lessor or another lessee, Lessee shall immediately make such Alterations at its sole cost and expense.

A handwritten signature or set of initials in dark ink, appearing to be a stylized 'B' or similar character.

Lessor represents and warrants to Lessee that Lessor is not a “referring physician” or a “referral source” as to Lessee for services paid for by Medicare or a state health care program, as the terms are defined under any federal or state health care anti-referral or anti-kickback, regulation, interpretation or opinion (“Referral Source”). Lessor covenants, during the term of this Lease, it will not knowingly (i) take any action that would cause it to become a Referral Source as to Lessee, or (ii) sell, exchange or transfer the Premises to any individual or entity who is a Referral Source as to Lessee.

23. Right of First Option on Adjacent Premises. If rentable space (if any) adjacent to the Premises becomes available during the initial Term or any renewal period of this Lease, Lessor shall first notify Lessee in writing of Lessee’s option to accept or decline the right to enter into a lease with Lessor on such adjacent rentable space in the Building. At any time within thirty (30) days after service of said notice, Lessee shall notify Lessor that it will exercise or not exercise its option to lease the adjacent space. A failure by Lessee to respond within such thirty (30) day period shall be deemed to be a rejection of the option to lease the adjacent space.

24. Lessee to Subordinate. Lessee shall, upon request of the holder of a mortgage or deed of trust in the nature of a mortgage, which holder is a commercial or institutional lender (“Mortgagee”) subordinate any interest which it has by virtue of this Lease, and any extensions and renewals thereof to any mortgages or deeds of trust placed upon the Premises by Lessor, if and only if such Mortgagee shall execute, deliver and record in the appropriate registry of deeds a recognition and non-disturbance agreement in form and content substantially similar to Exhibit D attached hereto and incorporated herein by reference. Such agreements shall provide by their terms that notwithstanding any foreclosure of such mortgage or deeds of trust Lessee may continue to occupy the Premises during the Term of this Lease or any extensions or renewals thereof under the same terms, conditions and provisions of this Lease unless Lessee shall be in default beyond any applicable grace periods provided for herein. Lessor shall at or prior to the Commencement Date, secure from Lessor’s present mortgagee of the Premises a non-disturbance agreement in a form reasonably acceptable to Lessee. Lessor shall also secure from any future mortgagee or lienholders of Lessor non-disturbance agreements during the initial Term or any renewal periods, if exercised.

25. Quiet Enjoyment. Lessee, upon paying the Rent, additional rent and other sums due under this Lease, and subject to all of the terms and covenants of this Lease, on Lessee’s part to be kept, observed, and performed, shall quietly have and enjoy the Premises during the Term of this Lease. Lessor agrees that Lessee shall have continuous, peaceful, uninterrupted and exclusive possession and quiet enjoyment of the Premises during the Term of this Lease.

26. Memorandum of Lease. Lessor agrees to enter into and record a memorandum or notice of this Lease reasonably satisfactory to Lessee. Lessee shall be responsible for the preparation thereof and the cost of recording the same.

27. Notices. All notices, demands and requests which may be or are required to be given by either party to the other shall be in writing and shall be either (i) sent by registered or certified mail, return receipt requested, postage prepaid or (ii) delivered, by hand, or (iii) sent by





overnight courier such as Federal Express. All notices to Lessor should be addressed to Lessor at 4668 E. Big Creek Lane, Olney, Illinois 62450; Telephone: (618) 395-1280; Facsimile: (618) 392-8050 or at such other place as Lessor may from time to time designate in written notice to Lessee. All notices to Lessee shall be addressed to Lessee c/o DaVita Inc., 601 Hawaii Street, El Segundo, California 90245, Attention: General Counsel, Telephone: (310) 536-2400, Facsimile: (310) 536-2679, with copy to: c/o DaVita Inc., 5200 Virginia Way, Brentwood, Tennessee 37027; Attention: Group General Counsel, or to any such other place as Lessee may from time to time designate in written notice to Lessor. In addition, all correspondence to Lessee related to Taxes, Insurance, Rent or Operating Expenses shall be sent to 1423 Pacific Avenue, Tacoma, WA 98402; attention: Rent Department. All notices, demands and requests which shall be served upon Lessor and Lessee in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder.

28. Estoppel Certificate. Each of Lessor and Lessee agrees at any time and from time to time upon not less than fifteen (15) business days' prior written request by the other to execute, acknowledge and deliver to the other an estoppel certificate in the form attached hereto as Exhibit D certifying that (a) this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), (b) the dates to which the Rent and other charges have been paid in advance, if any, and (c) all of the defaults of Lessor or Lessee hereunder, if any, (and if there are no defaults a statement to that effect) and any other information reasonably requested, it being intended that any such estoppel certificate delivered pursuant to this Section 28 may be relied upon by any prospective purchaser of the Premises or any mortgagee or assignee of any mortgage upon the fee or leasehold of the Premises or by any prospective assignee of this Lease or sublessee of the whole or any portion of the Premises and/or by other party interested in the Premises or any part thereof.

29. Holding Over. In the event Lessee remains in possession of the Premises after the expiration of the term of this Lease, or any extensions hereof without the written consent of Lessor, this Lease shall continue on a month to month basis, terminable by either party upon thirty (30) days prior notice and Lessee shall be obligated to pay Rent at the then current rate (including all adjustments) and all other sums then payable hereunder prorated on a daily basis for each day that Lessor is kept out of possession of the Premises. Notwithstanding the foregoing, in the event that applicable Law, including without limitation applicable healthcare Law, limits the period of any such holdover, both parties agree to comply with such applicable Law; provided such holdover period shall not exceed six (6) months.

30. Binding Effect. All covenants, agreements, stipulations, provisions, conditions and obligations herein expressed and set forth shall extend to, bind and inure to the benefit of, as the case may require, the successors and assigns of Lessor and Lessee respectively, as fully as if such words were written wherever reference to Lessor or Lessee occurs in this Lease

31. Complete Agreement. Any stipulations, representations, promises or agreements, oral or written, made prior to or contemporaneously with this agreement shall have no legal or equitable consequences and the only agreement made and binding upon the parties with respect



to the leasing of the Premises is contained herein, and it is the complete and total integration of the intent and understanding of Lessor and Lessee with respect to the leasing of the Premises.

32. Severability. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

33. Applicable Law. The laws of the State where the Premises is located shall govern the validity, performance and enforcement of this Lease, without regard to such State's conflict-of-law principles.

34. Force Majeure. Whenever a day is appointed herein on which, or a period of time is appointed within which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is interfered with, the doing or completion of such act, matter or thing because of strikes, lock-outs, embargoes, unavailability of labor or materials, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, change in technology which interferes with Lessee's Permitted Use, acts of God, or other causes beyond such party's reasonable control.

35. Amendment. This Lease and the exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

36. Intentionally deleted.

37. Intentionally deleted.

38. Lessor's Sale of the Building. Lessor may, at any time, without the prior consent of Lessee, contract to and/or perform any of the following transactions with respect to an interest in Lessor, the Lease, the Premises, the realty underlying the Premises, and/or any portion of or interest in the realty or improvements owned or hereafter acquired by Lessor: sale, purchase, exchange, transfer, assignment, lease, conveyance (collectively referred to herein as "Sale"); and/or encumbrance, pledge, mortgage, deed of trust, hypothecation or sale and leaseback transaction (collectively referred to herein as "Mortgage"). From and after a Sale, Lessor shall be released from all liability to Lessee and Lessee's successors and assigns arising from this Lease because of any act, occurrence or omission of Lessor occurring after such Sale, and Lessee shall look solely to Lessor's successor in connection with the same; provided however, that Lessor shall not be released from liability to Lessee and Lessee's successors and assigns from this Lease because of any act, occurrence or omission of Lessor occurring prior to such Sale,



unless such liability is expressly assumed by Lessor's successor-in-interest in the Building and Premises. Within thirty (30) days following the effective date of a Sale, Lessor shall notify Lessee whether Lessor's successor-in-interest and assignee to this Lease would or would not be a Referral Source as described in Section 22 above.

39. Lessee's Satellite and Cable Rights. Lessee shall have the right to place a satellite dish on the roof and run appropriate electrical cabling from the Premises to such satellite dish and/or install cable service to the Premises at no additional fee. Lessor shall reasonably cooperate with Lessee's satellite or cable provider to ensure there is no delay in acquiring such services.

40. Regulatory Compliance. In the event Lessor, or Lessor's successors or assigns become a Referral Source as described in Section 22 above, this Section 40 shall apply but shall have no effect until such time:

40.1 Referral Source. Lessor and Lessee hereby acknowledge and agree that it is not a purpose of this Lease or any of the transactions contemplated herein to exert influence in any manner over the reason or judgment of any party with respect to the referral of patients or business of any nature whatsoever. It is the intent of the parties hereto that any referrals that may be made directly or indirectly by Lessor to Lessee's business, shall be based solely upon the medical judgment and discretion of a patient's physician while acting in the best interests of the patient. Lessor and Lessee hereby agree that the Rent and any increases in the Rent reflect fair market value and do not take into account the volume or value of referrals or business that may otherwise be generated between the parties for which payment may be made in whole or in part under Medicare, Medicaid or other Federal health care programs.

40.2 Termination Due to Legislative or Administrative Changes. In the event that there shall be a change in applicable health care law or the interpretation thereof, including, without limitation, Medicare or Medicaid, statutes, regulations, or general instructions, (or the application thereof), the adoption of new legislation or regulations applicable to this Lease, the implementation of a change in payment methodology in any material third party payor reimbursement system, or the initiation of an enforcement action with respect to any applicable health care law, any of which affects the continuing legality of this Lease, then either party may, by notice, propose an amendment to conform this Lease to applicable laws. If notice of such proposed change is given and the parties hereto are unable to agree within ninety (90) days upon an amendment, then either party may terminate this Lease by ten (10) days' advance written notice to the other party, unless a sooner termination is required under applicable law or circumstances.

40.3 Exclusions. During the term of this Lease, Lessor shall notify Lessee of any exclusion of Lessor or its affiliates from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs ("Exclusion") within two (2) business days of learning of any such Exclusion or any basis therefore. Lessee shall have the right to immediately terminate this Lease and any and all other agreements between Lessor and its affiliates on the one hand and Lessee and its affiliates on the other hand, upon learning of any

Exclusion or any reasonable basis therefore against the other, its affiliates and/or any employee, contractor or agent engaged by any of them to provide items or services.

40.4 Medicare Access to Books and Records. In the event, and only in the event, that Section 952 of P.L. 96-499 (42 U.S.C. Section 1395x(v)(1)(I)) is applicable to this Lease, Lessee and Lessor agree as follows: (i) until the expiration of four years after the termination of this Lease, Lessor shall make available, upon written request by the Secretary of the federal Department of Health and Human Services or upon request by the Comptroller General of the United States, or any of their duly authorized representatives, this Lease, and books, documents and records of Lessor that are necessary to certify the nature and extent of the costs incurred pursuant to this Lease; (ii) if Lessor carries out any of the duties of this Lease or other contract between the parties through a subcontract, with a value or cost of \$10,000 or more over a twelve-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of the federal Department of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of the costs incurred pursuant to such subcontract; and (iii) Lessor shall notify Lessee immediately of the nature and scope of any request for access to books and records described above and shall provide copies of any books, records or documents to Lessee prior to the provision of same to any governmental agent to give Lessee an opportunity to lawfully oppose such production of documents if Lessee believes such opposition is warranted. In addition, Lessor shall indemnify and hold Lessee harmless from any liability arising out of any refusal by Lessor to grant access to books and records as required above. Nothing herein shall be deemed to be a waiver of any applicable privilege (such as attorney client privilege) by Lessee.

40.5. Medical Director or Other Agreements. In the event of the termination of any existing medical director or other agreement between Lessee, or any of its parent company, affiliates, or subsidiaries and Lessor, its affiliates or any person, corporation, partnership or other entity which owns or controls, directly or indirectly any of the business or assets of Lessor, including an immediate family member, Lessee shall have the right to terminate this Lease upon written notice to Lessor.

40.6. Representations and Warranties of Lessee. Lessee represents and warrants to Lessor as follows:

(a) Non-Exclusion. Neither Lessee nor any of its affiliates are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs; and

(b) Business Terms. To Lessee's knowledge: (a) the Premises do not exceed that which is reasonable and necessary for the legitimate business of Lessee; (b) Lessee's Proportionate Share does not exceed Lessee's pro-rata share of expenses for the Premises and common areas based upon the total Building Rentable Area; and (c) the rental charges: (i) are set

in advance, (ii) are consistent with fair market value, (iii) do not take into account the volume or value of any referrals or other business generated between the parties, nor do they include any additional charges attributable to the proximity or convenience of Lessor as a potential referral source; and (iv) would be commercially reasonable even if no referrals were made between Lessee and Lessor or their respective affiliates.

40.7. Representations and Warranties of Lessor. Lessor represents and warrants to Lessee as follows:

(a) Non-Exclusion. Neither Lessor nor any of its affiliates (i) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs; or (ii) have arranged or contracted (by employment or otherwise) with any employee, contractor or agent that Lessor or its affiliates know or should know are excluded from participation in any federal health care program;

(b) Advisory Opinion. Lessor shall not, directly or indirectly, request or cause an Advisory Opinion to be requested regarding or relating to the legality of this Lease or the transactions contemplated hereunder or substantially similar circumstances from any governmental body, including without limitation the U.S. Department of Health and Human Services Office of Inspector General or the Centers for Medicare and Medicaid Services without the prior written concurrence of Lessee, whether pursuant to this Section or otherwise. All submissions of any nature in connection with an Advisory Opinion request shall be approved in writing by Lessee prior to submission; and

(c) Business Terms. To Lessor's knowledge: (a) the Premises do not exceed that which is reasonable and necessary for the legitimate business of Lessee; (b) Lessee's Proportionate Share does not exceed Lessee's pro-rata share of expenses for the Premises and common areas based upon the total Building Rentable Area; and (c) the rental charges: (i) are set in advance, (ii) are consistent with fair market value, (iii) do not take into account the volume or value of any referrals or other business generated between the parties, nor do they include any additional charges attributable to the proximity or convenience of Lessee as a potential referral source, and (iv) would be commercially reasonable even if no referrals were made between Lessee and Lessor or their respective affiliates.

41. Cooperation with Lessee's Cost Reporting Responsibilities. Lessor's full cooperation with applicable authorities in connection with cost reporting is essential for Lessee's continued operation of its business. Therefore, Lessor agrees to provide to Lessee, within thirty (30) days of Lessee's request, any and all information that is reasonably necessary for Lessee to fulfill its cost reporting requirements to such applicable authorities.

42. Protected Health Information.

(a) Lessor acknowledges and agrees that from time to time during the Term, Lessor, its representatives or assigns may be exposed to, or have access to, Protected Health Information ("PHI"), as defined by HIPAA, 45 CFR Parts 160 and 164. Lessor agrees that it will not use or

disclose PHI for any purpose unless required by a court of competent jurisdiction or by any governmental authority in accordance with the requirements of HIPAA and all other applicable medical privacy laws.

(b) Lessor shall preserve any "Confidential Information" of or pertaining to Lessee and shall not, without first obtaining Lessee's prior written consent, disclose to any person or organization, or use for its own benefit, any Confidential Information of or pertaining to Lessee during and after the Lease Term, unless such Confidential Information is required to be disclosed by a court of competent jurisdiction or by any governmental authority. As used herein, the term "Confidential Information" shall mean any business, financial, personal or technical information relating to the business or other activities of Lessee that Lessor obtains in connection with this Lease.

43. Lessor's Consent. Unless otherwise expressly stated herein, whenever Lessor's consent is required under this Lease, such consent shall not be unreasonably withheld or delayed, and Lessor's reasonable satisfaction shall be sufficient for any matters under this Lease.

44. Approval by DaVita Inc. as to Form. The parties acknowledge and agree that this Lease shall take effect and be legally binding upon the parties only upon full execution hereof by the parties and upon approval by DaVita Inc. as to the form hereof.

45. Counterparts. This Lease may be executed in any number of counterparts via facsimile or electronic transmission or otherwise, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

46. Lessee's Early Termination Option. Lessee, in Lessee's sole discretion, shall have the right to terminate this Lease ("Termination Right") at any time eighteen (18) months after the Commencement Date, provided Lessee exercises such right in strict accordance with the following terms and conditions: (i) Lessee notifies Lessor in writing of Lessee's election to exercise its Termination Right ("Termination Notice"); (ii) at the time of such Termination Notice, Lessee is not then in default hereunder beyond any applicable cure period; and (iii) Lessee's Termination Notice is accompanied by payment to Lessor of the Termination Fee (as defined herein). The "Termination Fee" shall be equal to nine months of Lessee's monthly base rental obligations in the amount of Forty-Nine Thousand Five Hundred and No/100 Dollars (\$49,500.00).

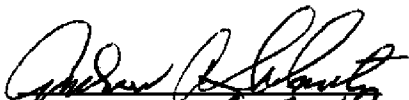
[Signature page follows]



IN TESTIMONY WHEREOF, Lessor and Lessee have caused this Lease to be executed as a sealed instrument, effective as of the day and year first above written.

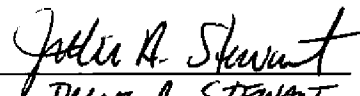
**LESSOR:**

**EXECUTIVE RENTALS**

By:   
Name: ANDREW A. SCHUETZ  
Title: MANAGING PARTNER  
Date: 1/29/2011

**LESSEE:**

**RENAL LIFE LINK, INC.**

By:   
Name: JULIE A. STEWART  
Title: Group Regal Operator Director  
Date: 1/26/11

*FOR LESSEE'S INTERNAL PURPOSES ONLY:  
APPROVAL BY DAVITA INC. AS TO FORM ONLY*

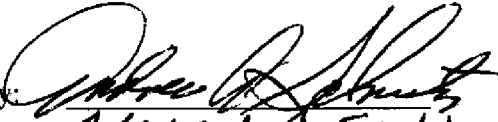
By: \_\_\_\_\_  
Name: Ben Huddleston, Esq.  
Title: Group General Counsel



IN TESTIMONY WHEREOF, Lessor and Lessee have caused this Lease to be executed as a sealed instrument, effective as of the day and year first above written.

LESSOR:

**EXECUTIVE RENTALS**


By:   
Name: ANDREW A SCHUETZ  
Title: MANAGING PARTNER  
Date: 11/29/11

LESSEE:

**RENAL LIFE LINK, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*FOR LESSEE'S INTERNAL PURPOSES ONLY:  
APPROVAL BY DAVITA INC. AS TO FORM ONLY*

By:   
Name: Ben Huddleston, Esq.  
Title: Group General Counsel

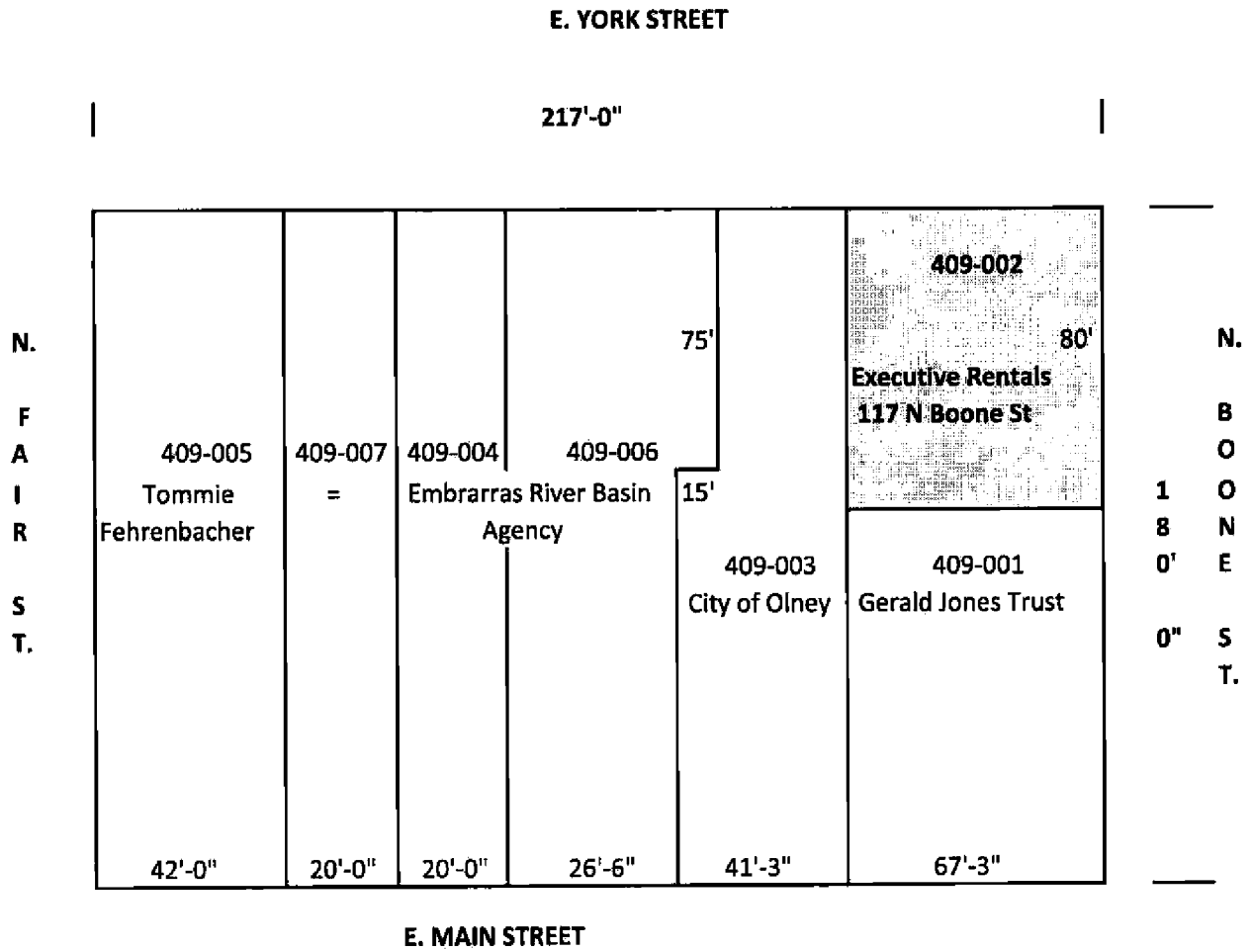


**EXHIBIT A**

**LEGAL DESCRIPTION/BUILDING SITE PLAN**

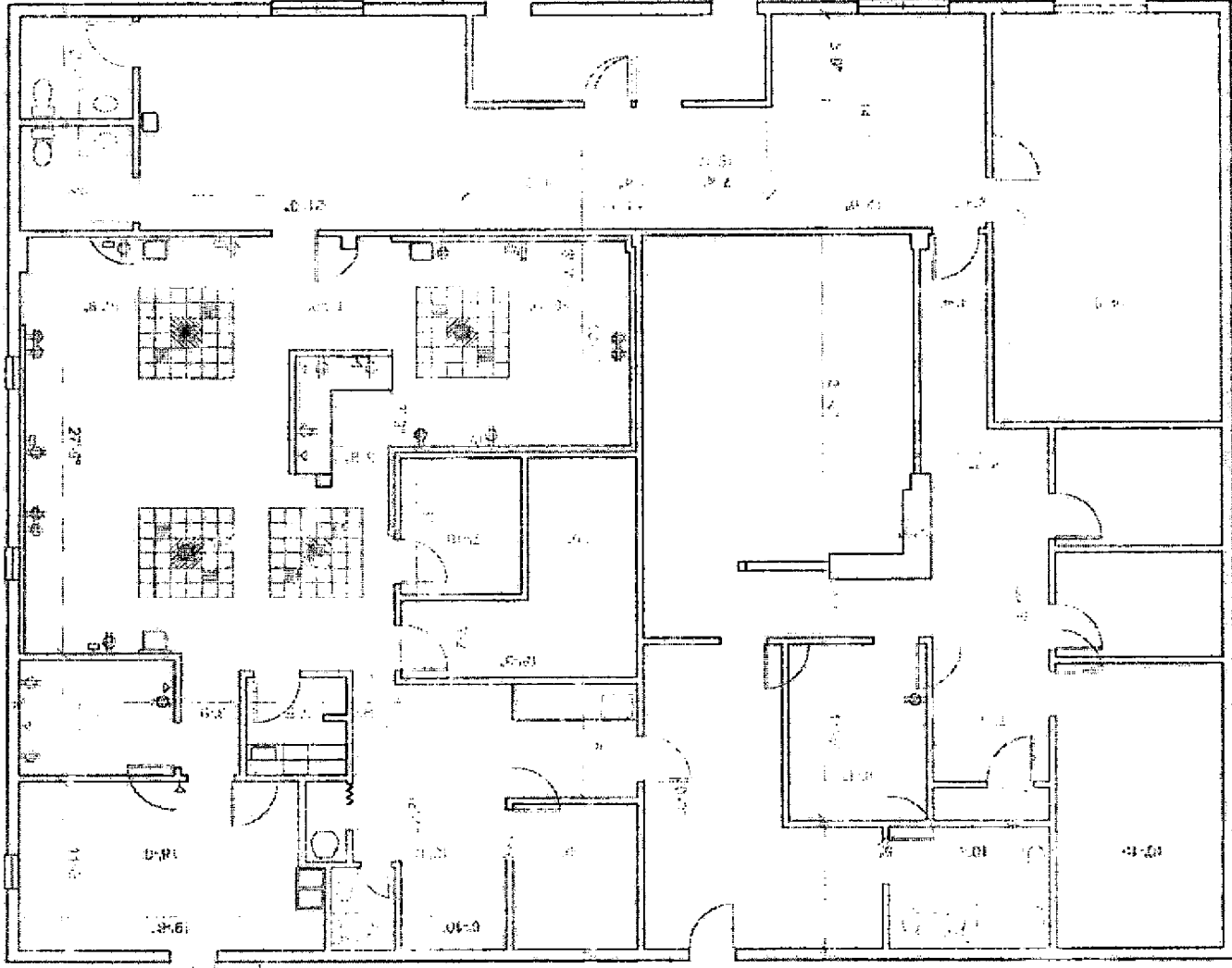
**(attached)**

**BUILDING SITE PLAN-LEGAL DESCRIPTION**



Legal Description of Tract #409-002: The North 80' of the East 67'-0" of Lot #8 of T. W. Lilley's addition to the City of Olney, Illinois

**EXHIBIT B**  
**PREMISES FLOOR PLAN**  
**(attached)**



**EXHIBIT C**

**FORM W-9**

**(attached)**

Request for Taxpayer  
Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

EXECUTIVE RENTALS

Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  Exempt payee  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

4668 E BIG CREEK LN

City, state, and ZIP code

OLNEY, IL 62450

Requester's name and address (optional)

List account number(s) here (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number

OR

Employer identification number

37-1315454

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person

Date 1-6-2011

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**EXHIBIT D****FORM OF SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

**THIS SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT** (this "Agreement") is entered into as of \_\_\_\_\_, 200\_\_ (the "Effective Date"), between \_\_\_\_\_ (the "Mortgagee"), and \_\_\_\_\_ (the "Lessee").

**WHEREAS**, by Lease dated \_\_\_\_\_, \_\_\_\_ (hereinafter called the "Lease"), \_\_\_\_\_ (hereinafter called "Lessor") has leased to Lessee and Lessee has rented from Lessor the approximately \_\_\_\_\_ rentable square feet of leased premises ("Lessee's Premises") located within the \_\_\_\_\_ (such real property, including all buildings, improvements, structures and fixtures located thereon, "Lessor's Premises").

**WHEREAS**, Mortgagee has made a loan to Lessor in the original principal amount of \$ \_\_\_\_\_ (the "Loan"); and

**WHEREAS**, To secure the Loan, Lessor has encumbered Lessor's Premises by entering into that certain Deed of Trust and Security Agreement dated \_\_\_\_\_, in favor of Mortgagee (as amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time, the "Mortgage") recorded on \_\_\_\_\_, under Clerk's File No. \_\_\_\_\_, in the Official Public Records of Real Property of the County of \_\_\_\_\_, State of \_\_\_\_\_ (the "Land Records").

**WHEREAS**, Lessee desires that Mortgagee recognize Lessee's rights under the Lease in the event of foreclosure of Mortgagee's lien, and Lessee is willing to agree to attorn to the purchaser at such foreclosure if Mortgagee will recognize Lessee's right of possession under the Lease.

**NOW, THEREFORE**, for and in consideration of their respective covenants herein made and the receipt of other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Definitions.**

The following terms shall have the following meanings for purposes of this Agreement.

1.1 *Foreclosure Event.* A "Foreclosure Event" means: (a) foreclosure under the Mortgage; (b) any other exercise by Mortgagee of rights and remedies (whether under the Mortgage or under applicable law, including bankruptcy law) as holder of the Loan and/or the Mortgage, as a result of which Successor Lessor becomes owner of Lessor's Premises; or (c) delivery by Lessor to Mortgagee (or its designee or nominee) of a deed or other conveyance of Lessor's interest in Lessor's Premises in lieu of any of the foregoing.

1.2 *Former Lessor.* A "*Former Lessor*" means Lessor and any other party that was landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

1.3 *Offset Right.* An "*Offset Right*" means any right or alleged right of Lessee to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Lessor pursuant to this Agreement), claim, counterclaim, reduction, deduction, or abatement against Lessee's payment of Rent or performance of Lessee's other obligations under the Lease, arising (whether under the Lease or other applicable law) from Lessor's breach or default under the Lease.

1.4. *Rent.* The "*Rent*" means any fixed rent, base rent or additional rent under the Lease.

1.5 *Successor Lessor.* A "*Successor Lessor*" means any party that becomes owner of Lessor's Premises as the result of a Foreclosure Event.

1.6 *Termination Right.* A "*Termination Right*" means any right of Lessee to cancel or terminate the Lease or to claim a partial or total eviction arising (whether under the Lease or under applicable law) from Lessor's breach or default under the Lease.

## 2. **Subordination.**

The Lease shall be, and shall at all times remain, subject and subordinate to the Mortgage, the lien imposed by the Mortgage, and all advances made under the Mortgage.

## 3. **Nondisturbance, Recognition and Attornment.**

3.1 *No Exercise of Mortgage Remedies Against Lessee.* So long as the Lease has not been terminated on account of Lessee's default that has continued beyond applicable cure periods (an "Event of Default"), Mortgagee shall not name or join Lessee as a defendant in any exercise of Mortgagee's rights and remedies arising upon a default under the Mortgage unless applicable law requires Lessee to be made a party thereto as a condition to proceeding against Lessor or prosecuting such rights and remedies. In the latter case, Mortgagee may join Lessee as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Lessee's rights under the Lease or this Agreement in such action. If Mortgagee joins Lessee in such action, Lessor, by executing the Consent hereinafter set forth, agrees to indemnify, defend and hold Lessee harmless from and against any loss, cost or expense incurred or suffered by Lessee, including without limitation, legal fees, in being a party to or arising from such action.

3.2 *Nondisturbance and Attornment.* If the Lease has not been terminated on account of an Event of Default by Lessee, then, when Successor Lessor takes title to Lessor's Premises: (a) Successor Lessor shall not terminate or disturb Lessee's possession or quiet enjoyment of Lessee's Premises under the Lease, except in accordance with the terms of the Lease and this Agreement; (b) Successor Lessor shall be bound to Lessee under all the terms and conditions of



the Lease (except as provided in this Agreement); (c) Lessee shall recognize and attorn to Successor Lessor as Lessee's direct landlord under the Lease as affected by this Agreement; and (d) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Lessor and Lessee.

3.3 *Further Documentation.* The provisions of Section 3 shall be effective and self-operative without any need for Successor Lessor or Lessee to execute any further documents. Lessee and Successor Lessor shall, however, confirm the provisions of Section 3 writing upon request by either of them.

3.4 *Consent to Lease.* Mortgagee hereby consents to the Lease and all of the terms and conditions thereof.

#### 4. **Protection of Successor Lessor.**

Notwithstanding anything to the contrary in the Lease or the Mortgage, Successor Lessor shall not be liable for or bound by any of the following matters:

4.1 *Claims Against Former Lessor.* Any Offset Right that Lessee may have against any Former Lessor relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by Former Lessor that occurred before the date of attornment. (The foregoing shall not limit Lessee's right to exercise against Successor Lessor any Offset Right otherwise available to Lessee because of events occurring after the date of attornment, if any).

4.2 *Prepayments.* Any payment of Rent that Lessee may have made to Former Lessor more than thirty days before the date such Rent was first due and payable under the Lease with respect to any period after the date of attornment other than, and only to the extent that, the Lease expressly required such a prepayment

4.3 *Payment; Security Deposit.* Any obligation: (a) to pay Lessee any sum(s) that any Former Lessor owed to Lessee or (b) with respect to any security deposited with Former Lessor, unless such security was actually delivered to Mortgagee.

4.4 *Termination, Surrender, Etc.* Any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Lessor and Lessee, unless effected unilaterally by Lessee pursuant to the express terms of the Lease or which results because of a default by Lessor under the Lease.

#### 5. **Miscellaneous.**

5.1 *Notices.* All notices or other communications required or permitted under this Agreement shall be in writing and given by certified mail (return receipt requested) or by nationally recognized overnight courier service that regularly maintains records of items delivered. Notices shall be effective the next business day after being sent by overnight courier service, and three business days after being sent by certified mail (return receipt requested).

Unless and until notice of a change of address is given under this Agreement, notices or other communications shall be given to Mortgagee and Lessee, respectively, at the following address:

Mortgagee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Lessee:

\_\_\_\_\_  
c/o DaVita Inc.  
601 Hawaii Street  
El Segundo, California 90245  
Attn: General Counsel

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

5.2 *Successors and Assigns.* This Agreement shall bind and benefit the parties their successors and assigns, any Successor Lessor, and its successors and assigns.

5.3 *Entire Agreement.* This Agreement constitutes the entire agreement between Mortgagee and Lessee regarding the subordination of the Lease to the Mortgage and the rights and obligations of Lessee and Mortgagee as to the subject matter of this Agreement.

5.4 *Interaction with Lease and with Mortgage.* If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Lessor, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for subordination of the Lease to, or for delivery of nondisturbance agreements by the holder of the Mortgage. Mortgagee confirms that Mortgagee has consented to Lessor's entering into the Lease.

5.5 *Mortgagee's Rights and Obligations.* Except as expressly provided for in this Agreement, Mortgagee shall have no obligation to Lessee with respect to the Lease.

5.6 *Interpretation; Governing Law.* The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State where the Premises is located, including its principles of conflict of laws.

5.7 *Amendments.* This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

5.8 *Execution.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

5.9 *Representations.* The parties represent that they each have full authority to enter into this Agreement. Mortgagee agrees to keep a copy of this Agreement in its permanent mortgage records with respect to the Loan.

**[Signatures on the next page]**

IN WITNESS WHEREOF, this Agreement has been duly executed by Mortgagee and Lessee as of the date(s) set forth below.

MORTGAGEE:

LESSEE:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

LESSOR'S CONSENT

Lessor consents and agrees to the foregoing Agreement (including without limitation, the provisions of Section 3.1), which was entered into at Lessor's request. The foregoing Agreement shall not alter, waive or diminish any of Lessor's obligations under the Mortgage or the Lease. The above Agreement discharges any obligations of Mortgagee under the Mortgage and related loan documents to enter into a nondisturbance agreement with Lessee and the obligations of Lessee to enter into a subordination agreement with Mortgagee.

LESSOR:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT E****FORM OF ESTOPPEL CERTIFICATE**

THIS ESTOPPEL CERTIFICATE is made as of the \_\_\_\_ day of \_\_\_\_\_, 200\_\_ by \_\_\_\_\_ ("Lessee") in connection with that certain Lease Agreement dated \_\_\_\_\_ by and between Lessee and \_\_\_\_\_, as Lessor (the "Lease") for the premises located at \_\_\_\_\_ (the "Premises").

Lessee hereby certifies to \_\_\_\_\_ as follows:

1. A true and correct copy of the Lease together with all amendments is attached hereto as Exhibit "A". There are no other oral or written agreements or understandings between Lessor and Lessee relating to the Premises.
2. The information set forth below is true and correct as of the date hereof:
  - (a) Approximate square footage of the Premises: \_\_\_\_\_ rentable square feet
  - (b) Monthly installment of Rent as of the date hereof: \$ \_\_\_\_\_
  - (c) Commencement Date: \_\_\_\_\_
  - (d) Termination date: \_\_\_\_\_
  - (e) Security deposit: \_\_\_\_\_
  - (f) Prepaid rent in the amount of: \_\_\_\_\_
  - (g) Renewal Options: \_\_\_\_\_
3. Lessee has accepted possession of the Premises and is in occupancy thereof under the Lease. As of the date hereof, the Lease is in full force and effect.
4. To the best of Lessee's actual knowledge and belief, without inquiry or investigation, there exists no default, no facts or circumstances exist that, with the passage of time or giving of notice, will or could constitute a default, event of default, or breach on the part of either Lessee or Lessor.
5. No rent has been or will be paid more than thirty (30) days in advance.
6. Lessee has no right of first refusal, option, or other right to purchase the Building or any part thereof, including, without limitation, the Premises.

[Signature page follows]

IN WITNESS WHEREOF, Lessee has executed this Estoppel Certificate as of the date first above written.

LESSEE:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*FOR LESSEE'S INTERNAL PURPOSES ONLY:  
APPROVAL AS TO FORM ONLY*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Group General Counsel  
Date: \_\_\_\_\_

**EXHIBIT A TO ESTOPPEL CERTIFICATE**

COPY OF LEASE

(attached)

## FIRST AMENDMENT TO LEASE AGREEMENT

This FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment") is made and entered into as of November 22, 2013 (the "Effective Date"), by and between **EXECUTIVE RENTALS**, an Illinois partnership ("Lessor") and **RENAL LIFE LINK, INC.** a Connecticut corporation ("Lessee").

### RECITALS:

**WHEREAS**, Lessor and Lessee entered into that certain Lease Agreement dated January 29, 2011 (the "Lease") concerning approximately 4,800 rentable square feet of space located at 117 North Boone Street, Olney, IL 62450 (the "Premises"); and

**WHEREAS**, the parties desire to amend the Lease in order to extend the Term of the Lease;

**WHEREAS**, the parties desire to amend the Lease in order to outline the work to be performed by Lessor; and

**WHEREAS**, the parties desire to amend the Lease in accordance with the terms herein below stated.

**NOW THEREFORE**, for and in consideration of the mutual covenants contained herein and other good and valuable consideration exchanged by each of the parties to this First Amendment, the receipt and sufficiency of which are hereby acknowledged, the Lease is hereby amended and the parties agree to as follows:

1. **Extension Term.** The Term of the Lease is hereby extended for 60 additional months, commencing on February 1, 2014 and expiring on January 31, 2019.
2. **Rent.** Rent during the Extension Term shall be:

<u>Years</u>	<u>PSF</u>	<u>Annually</u>	<u>Monthly</u>
February 1, 2014 – January 31, 2019	\$14.02	\$67,296.00	\$5,608.00

3. **Renewals.** Lessee shall have the right and option to renew this Lease for 2 additional periods of 5 years each, next immediately ensuing after the expiration of the initial Term and any subsequent renewal period by notifying Lessor in writing not more than 24 months and not less than 6 months before the expiration of the immediately preceding initial Term or subsequent renewal Term of Lessee's intention to exercise its option to renew. Notwithstanding prior delivery of such notice, the notice shall be effective, notwithstanding anything to the contrary in such notice, not earlier than six months before the expiration of the immediately preceding initial Term or subsequent renewal



Term. In the event Lessee fails to provide a renewal notice during such period, Lessor shall notify Lessee in writing within 90 days prior to expiration of the then existing Term or renewal period of Lessee's option to extend this Lease. Lessee shall then have an additional 30 day period after receipt of Lessor's notice to exercise its right of renewal. In the event that Lessee so elects to extend this Lease, then, for such extended period of the Term, all of the terms, covenants and conditions of this Lease shall continue to be, and shall be, in full force and effect during such extended period of the Term, except that Rent shall be paid at rate which will be negotiated at the time of renewal.

4. **Lessor's Work.** Lessor shall complete all of Lessor's Work, as described in Exhibit A attached hereto, on or by April 30, 2014 ("Completion Date"). Should Landlord fail to complete Lessor's Work on or before the Completion Date, Tenant may elect to proceed to complete Lessor's Work and receive two days of Rent abatement for each day of delay in substantial completion of Lessor's Work beyond the Completion Date. Any expenses incurred in connection with Lessee's completion of Lessor's Work shall be reimbursed to Lessee within 15 days following Lessor's receipt of an invoice therefore. All Lessor's Work shall be done in a good and workmanlike manner and in compliance with all applicable Laws, ordinances, building and safety codes, regulations and orders of the federal, state, county or other governmental authorities having jurisdiction thereof. Without in any way limiting any obligation of Lessor under this Lease, Lessor shall indemnify, defend and hold harmless Lessee from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of Lessor's Work, which indemnity shall survive termination or expiration of this Lease.
5. **Holding Over.** Section 29 of the Lease shall be deleted in its entirety and replaced with the following:

In the event Lessee remains in possession of the Premises after the expiration of the Term, or any extensions hereof without the written consent of Lessor, this Lease shall continue on a month-to-month basis, terminable by either party upon 30 days' prior written notice and Lessee shall be obligated to pay Base Rent at 110% of the then current rate (including all adjustments) and all other sums then payable hereunder prorated on a daily basis for each day that Lessor is kept out of possession of the Premises. Notwithstanding the foregoing, in the event that applicable Law, including without limitation applicable health care Law, limits the period of any such holdover, both parties shall comply with such applicable Law

6. **Miscellaneous.**
- 6.1 **Counterparts.** This First Amendment may be executed in any number of counterparts via facsimile or electronic transmission or otherwise, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

- 6.2 Entire Agreement. This First Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.
- 6.3 Authority. The parties signing below on behalf of the parties hereto represent and warrant that they have the authority and power to bind their respective party.
- 6.4 Terms. Capitalized terms not otherwise defined herein shall have the same meanings as are set forth in the Lease.
- 6.5 Consents. Lessor hereby represents and warrants to Lessee that all consents required, if any, from lenders, mortgagees, and ground owners, and any other holders of liens or encumbrances on, against, or affecting the Premises and/or the real property on which the Premises are located, have been obtained for execution and performance of this First Amendment. Lessor agrees to indemnify, defend and hold Lessee harmless from and against any liability, claim, loss, cost, damage or expense arising from or based upon Lessor's failure to obtain all such required consents.
- 6.6 Conflicts. Except to the extent expressly stated, modified or amended herein, all terms and conditions of the Lease are ratified and confirmed and shall remain in effect as originally written. The parties agree that in the event of any conflict between the terms of the Lease, as heretofore amended, and this First Amendment, the provisions of this First Amendment shall control.
- 6.7 Parties Bound. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have on the dates set forth below executed this First Amendment to be effective as of the Effective Date.

**LESSOR:**

**LESSEE:**

**EXECUTIVE RENTALS,**  
an Illinois partnership

**RENAL LIFE LINK, INC.**  
a Connecticut corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DocuSigned by:  
*Paul Elliott*  
By: \_\_\_\_\_  
Name: Paul Elliott  
Title: DVP  
Date: November 12, 2013

FOR LESSEE'S INTERNAL PURPOSES ONLY:

APPROVAL AS TO FORM ONLY:

DocuSigned by:  
**Mike Geiger**  
By: \_\_\_\_\_  
Name: Mike Geiger  
Title: Assistant General Counsel  
Date: November 12, 2013

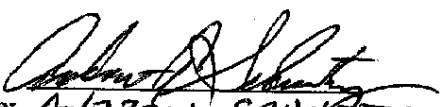
**IN WITNESS WHEREOF**, the parties hereto, through their duly authorized representatives, have on the dates set forth below executed this First Amendment to be effective as of the Effective Date.

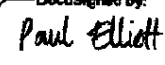
**LESSOR:**

**LESSEE:**

**EXECUTIVE RENTALS,**  
an Illinois partnership


**RENAL LIFE LINK, INC.**  
a Connecticut corporation

By:   
Name: ANDREW SCHVARTZ  
Title: MNG. PARTNER  
Date: 11/22/13

DocuSigned by:  
  
By: Paul Elliott  
Name: Paul Elliott  
Title: DVP  
Date: November 12, 2013

FOR LESSEE'S INTERNAL PURPOSES ONLY:

**APPROVAL AS TO FORM ONLY:**

DocuSigned by:  
  
By: Mike Geiger  
Name: Mike Geiger  
Title: Assistant General Counsel  
Date: November 12, 2013

**EXHIBIT A**

**Lessor's Work**

1. Removal of all the existing concrete slab from the South rear door to the curb including an existing retaining wall located between the South rear door and the North rear door (the 2'-9" narrow access area)
2. Pour new retaining wall starting just South of the South rear door and Extending same North to just South of the North rear door; 5' West of the rear building wall. This wall to be poured to a height of 3" above present grade lying West of the wall (thus allowing positive drainage away from the building) with such elevation following said grade North to a point opposite the North rear door.
3. Pour a new 5' wide walkway between the West building wall and the retaining wall beginning just South of the South rear door, North to the City curb. This walkway would provide positive drainage away from the building of 3¼" at the South end to 11¼" at the curb line. Included in the concrete work would be removal of the crushed stone and replacing same with a new sidewalk slab.
4. Install a new 4'-0" wide steel out swinging door to replace the existing South rear door. Both rear doors have existing overhead canopies thus the water problem at the rear of the building should be resolved.

**EXECUTIVE RENTALS**

4568 E Big Creek Lane  
Olney, Illinois 62450

JOB DAVITA - PLAN REAR EXTR.

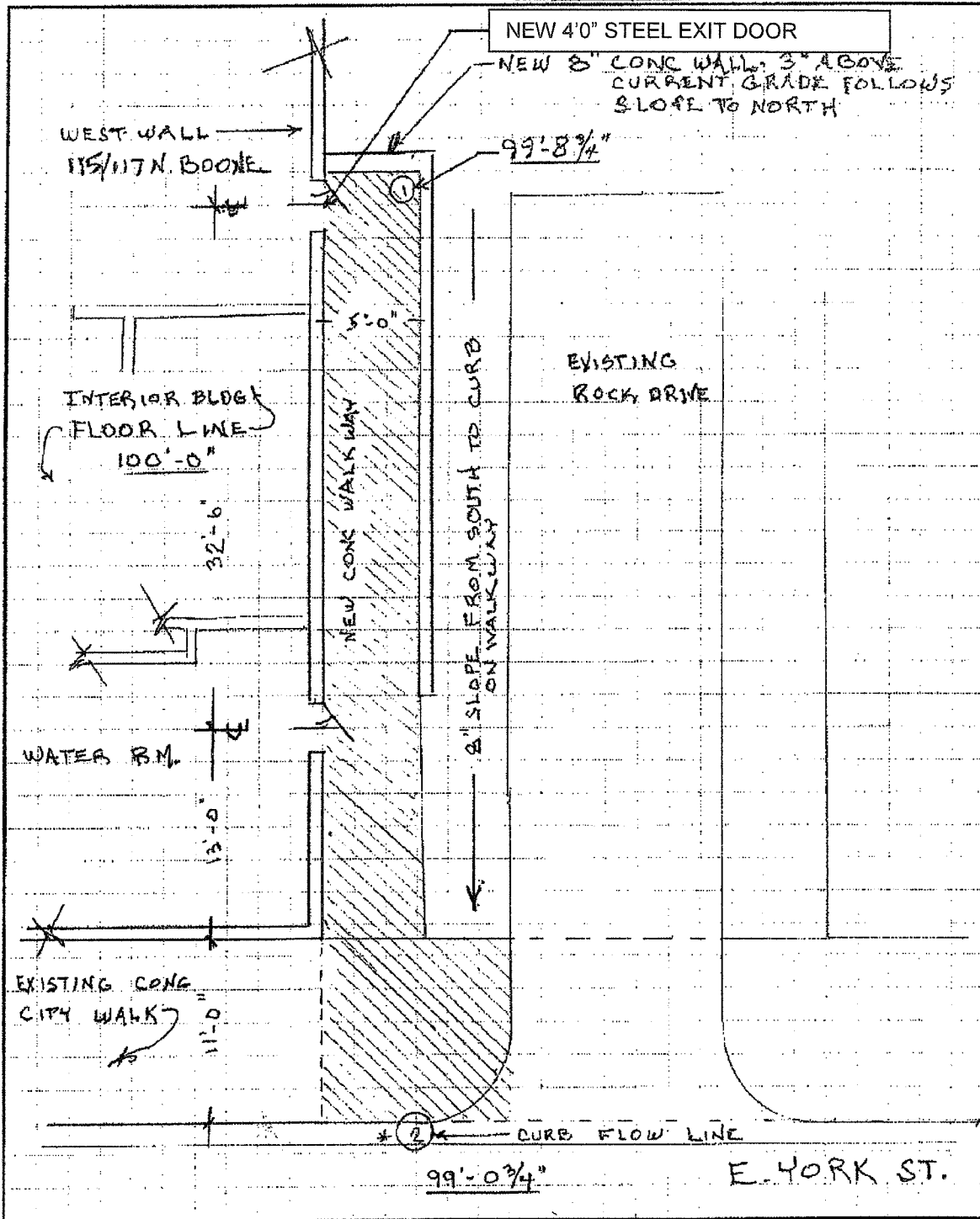
SHEET NO. 1 OF 2

CALCULATED BY AAS DATE 10/5/13

CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_

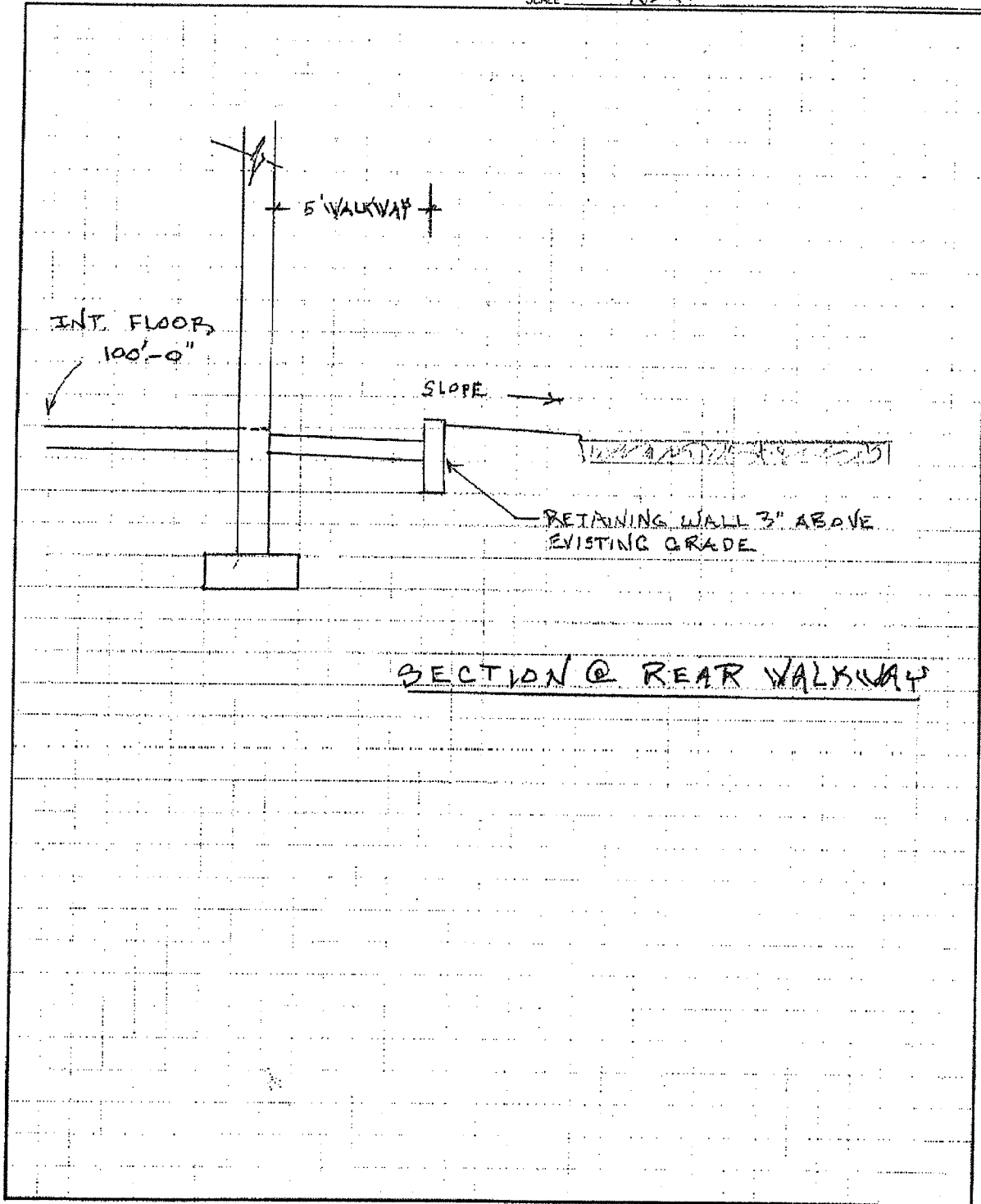
SCALE 1/2" = 1'-0"

DS  
PE



**EXECUTIVE RENTALS**  
4668 E Big Creek Lane  
Olney, Illinois 62450  
618-395-1280

JOB DAVITA - PLAN REAR ENTR.  
SHEET NO. 2 OF 2  
CALCULATED BY AAS DATE 10/5/13  
CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_  
SCALE NONE



## SECOND AMENDMENT TO LEASE AGREEMENT

This SECOND AMENDMENT TO LEASE AGREEMENT (this “Second Amendment”) is made and entered into as of August 12, 2017 (the “Effective Date”), by and between **REDHEAD RENTALS, LLC**, an Illinois limited liability company, successor-in-interest to Executive Rentals Partnership (“Lessor”) and **RENAL LIFE LINK, INC.**, a Delaware corporation (“Lessee”).

### RECITALS:

**WHEREAS**, Lessor and Lessee entered into that certain Lease Agreement dated January 29, 2011 (the “Original Lease”), as amended by that certain First Amendment to Lease Agreement dated November 22, 2013 and that certain Assignment of Lease Agreement dated March 31, 2017 (collectively, the “Lease”) concerning approximately 4,800 rentable square feet of space located at 117 North Boone Street, Olney, Illinois (the “Premises”); and

**WHEREAS**, the current term of the Lease is set to expire on January 31, 2019 and the parties wish to extend the Lease for a period of 120 months such that it will expire on January 31, 2029; and to otherwise amend the Lease in accordance with the terms below.

### AMENDMENT:

**NOW THEREFORE**, upon the Effective Date, for and in consideration of the mutual covenants contained herein and other good and valuable consideration exchanged by each of the parties to this Second Amendment, the receipt and sufficiency of which are hereby acknowledged, the Lease is hereby amended and the parties agree as follows:

1. **Extended Term.** Notwithstanding anything to the contrary in the Lease, the Term will be extended for an additional 120 months commencing on February 1, 2019 and expiring on January 31, 2029 (the “Extended Term”).
2. **Rent.** Notwithstanding anything to the contrary in the Lease, beginning on February 1, 2019, Lessee will pay Rent for the Extended Term as set forth below:

<u>Period</u>	<u>Rent per s/f/yr*</u>	<u>Monthly Rent</u>	<u>Yearly Rent</u>
February 1, 2019 – January 31, 2029	\$14.02	\$5,608.00	\$67,296.00

\*Rent per square foot is rounded to the nearest cent for the purposes of this rent chart but not for the purpose of calculation of Monthly Rent or Yearly Rent.

3. **Renewals.** Lessee shall have the right and option to renew the Lease for three additional periods of five years each, next immediately ensuing after the expiration of the Extended Term and any subsequent renewal period by notifying Lessor in writing not less than 180 days before the expiration of the immediately preceding Extended Term or subsequent renewal Term of Lessee’s intention to exercise its option to renew. In the event that



Lessee so elects to extend the Lease, then, for such extended period of the Term, all of the terms, covenants and conditions of the Lease shall continue to be, and shall be, in full force and effect during such extended period of the Term, except that Rent shall be paid based on the following schedules:

*Renewal Period 1:*

<u>Period</u>	<u>Rent per s/f/yr*</u>	<u>Monthly Rent</u>	<u>Yearly Rent</u>
February 1, 2029 - January 31, 2030	\$14.30	\$5,720.16	\$68,641.92
February 1, 2030 - January 31, 2031	\$14.59	\$5,834.56	\$70,014.76
February 1, 2031 - January 31, 2032	\$14.88	\$5,951.25	\$71,415.05
February 1, 2032 - January 31, 2033	\$15.18	\$6,070.28	\$72,843.35
February 1, 2033 - January 31, 2034	\$15.48	\$6,191.69	\$74,300.22

*Renewal Period 2:*

<u>Period</u>	<u>Rent per s/f/yr*</u>	<u>Monthly Rent</u>	<u>Yearly Rent</u>
February 1, 2034 - January 31, 2035	\$15.79	\$6,315.52	\$75,786.23
February 1, 2035 - January 31, 2036	\$16.10	\$6,441.83	\$77,301.95
February 1, 2036 - January 31, 2037	\$16.43	\$6,570.67	\$78,847.99
February 1, 2037 - January 31, 2038	\$16.76	\$6,702.08	\$80,424.95
February 1, 2038 - January 31, 2039	\$17.09	\$6,836.12	\$82,033.45

*Renewal Period 3:*

<u>Period</u>	<u>Rent per s/f/yr*</u>	<u>Monthly Rent</u>	<u>Yearly Rent</u>
February 1, 2039 - January 31, 2040	\$17.43	\$6,972.84	\$83,674.12
February 1, 2040 - January 31, 2041	\$17.78	\$7,112.30	\$85,347.60
February 1, 2041 - January 31, 2042	\$18.14	\$7,254.55	\$87,054.55
February 1, 2042 - January 31, 2043	\$18.50	\$7,399.64	\$88,795.64
February 1, 2043 - January 31, 2044	\$18.87	\$7,547.63	\$90,571.56

\*Rent per square foot is rounded to the nearest cent for the purposes of this rent chart but not for the purpose of calculation of Monthly Rent or Yearly Rent.

4. **Lessor's Work.** Lessor, at Lessor's sole cost and expense, shall complete the work on Exhibit A attached hereto ("Lessor's Work). All of Lessor's Work shall be completed within 90 days of the Effective Date of this First Amendment. All Lessor's Work shall be done in a good and workmanlike manner and in compliance with all applicable Laws, ordinances, building and safety codes, regulations and orders of the federal, state, county or other governmental authorities having jurisdiction thereof. Lessor will coordinate with Lessee and will use its best efforts to complete Lessor's Work without causing disruption to Lessee's operation of a dialysis facility. Without in any way limiting any obligation of Lessor under this Lease and except to the extent resulting from Lessee's acts,

omissions, negligence and/or willful misconduct, Lessor shall indemnify, defend and hold harmless Lessee from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from performance of Lessor's Work, which indemnity shall survive termination or expiration of this Lease. Should Lessor fail to complete the Lessor's Work within 90 days of the Effective Date for any reason within Lessor's reasonable control, then Lessee may elect, by at least 15 days prior written notice to Lessor, to proceed to complete the Lessor's Work. Any actual and reasonable expenses incurred in connection with Lessee's completion of the Lessor's Work in accordance with this paragraph shall be reimbursed to Lessee within 15 days following Lessor's receipt of an invoice therefor together with receipts substantiating such expenses.

5. **Lessor's Maintenance Responsibilities.** The following is added to the end of Section 18(a) of the Lease.

"If Lessor shall not commence any repairs Lessor is required to make under the Lease within 15 days following written notice from Lessee that such repairs are necessary, then Lessee may, at its option, cause such Lessor's repairs to be made and shall furnish Lessor with a statement of the cost of such repairs upon substantial completion thereof. Lessor shall reimburse Lessee for the cost of such repairs within 10 days of the date of the statement from Lessee setting forth the amount due, provided, however, should Lessor fail to reimburse Lessee within said 10-day period, then Lessee may, at its option, offset such amount against subsequent payments of Rent or additional rent due under this Lease."

6. **Regulatory Compliance.** The last paragraph of Section 22 and the entirety of Section 40 of the Original Lease, are deleted and replaced with the following:

40. **Regulatory Compliance.** Lessor represents and warrants to Lessee that Lessor is not a "referring physician" or a "referral source" as to Lessee for services paid for by Medicare or a state health care program, as the terms are defined under any federal or state health care anti-referral or anti-kickback, regulation, interpretation or opinion ("Referral Source"). Lessor covenants, during the Term, it will not knowingly (1) take any action that would cause it to become a Referral Source as to Lessee, or (2) sell, exchange or transfer the Premises to any individual or entity who is a Referral Source as to Lessee without complying with all other provisions of this Lease.

Each party represents and warrants that: (i) it is not currently excluded from participation in any federal health care program, as defined under 42 U.S.C. Section 1320a-7b; (ii) it is not currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal procurement and non-procurement programs; or (iii) it has not been convicted of a criminal offense that falls within the scope of 42 U.S.C. Section 1320a-

7(a), but has not yet been excluded, debarred, suspended or otherwise declared ineligible (each, an “Exclusion”), and agrees to notify the other party within two (2) business days of learning of any such Exclusion or any basis therefore. In the event of learning of such Exclusion, either party shall have the right to immediately terminate this Lease without further liability. Lessor agrees that Lessee may screen Lessor against applicable Exclusion databases on an annual basis.

***In the event Lessor, or Lessor’s successors or assigns, become a Referral Source as described in this Section 40 above, the following portion of Section 40 shall apply but shall have no effect until such time:***

**40.1 Compliance.** Lessor and Lessee agree that it is not the purpose of this Lease to exert any influence over the reason or judgment of any party with respect to the referral of patients or other business between Lessor and Lessee, but that it is the parties’ expectation that any referrals which may be made between the parties shall be and are based solely upon the medical judgment and discretion of the patient’s physician. The parties further agree and acknowledge that (a) Rent is (i) set forth in advance; (ii) consistent with fair market value in an arms-length transaction; (iii) does not take into account the volume or value of any referrals or other business generated between the parties; and (iv) would be reasonable even if no referrals were made between the parties, and (b) Lessee’s Proportionate Share does not exceed Lessee’s pro-rata share for expenses and the Premises Rentable Area does not exceed the reasonable square footage needed for the legitimate business plans of Lessee.

**40.2 Compliance with Law.** The parties enter into this Lease with the intent of conducting their relationship in full compliance with applicable federal, state and local laws, including, without limitation, the Anti-Kickback Statute and agree and certify that neither party shall violate the Anti-Kickback Statute in performing under this Lease. Notwithstanding any unanticipated effect of any provisions of this Lease, neither party will intentionally conduct itself under the terms of this Lease in a manner that would violate any such law. Lessor agrees not to request an advisory opinion related to the legality of the Lease without the concurrence and approval of Lessee. Lessee shall have the right to terminate the Lease if a change in applicable health care laws or reimbursement systems affects the legality of the Lease. Lessor shall notify Lessee of, and cooperate with, any request from a duly authorized government representative (e.g., Secretary of HHS, Comptroller General) for access to books, documents and/or records related to the Lease, and to indemnify Lessee from any liability arising out of the party’s refusal to grant such access.

**40.3 Covered Person.** In the event Lessor or any of its members, partners, shareholders or trustees is now, or any time in the future becomes, a Covered Person (as defined below), Lessor acknowledged and agrees that each individual Covered Person shall also be subject to the following provisions. Upon notification by Lessee, each Covered Person shall: (i) participate in all compliance training (including on-line general compliance training on an annual basis) that Lessee provides to the Covered Person; (ii) complete all such training within the time frames required by Lessee; (iii) comply with policies and procedures designed to ensure compliance with relevant Federal health care program requirements applicable to Lessee and compliance programs applicable to Lessee, including its Code of Conduct; (iv) certify in writing or electronic form that the Covered Person read, understood and shall abide by the Code of Conduct and return such certification to Lessee within 30 days after being notified. The Covered Person shall report immediately to Lessee any suspected or known violations of Lessee's policies and procedures or of any violation of applicable federal healthcare program laws and regulations. Lessee shall provide to each Covered Person a copy of the applicable Code of Conduct and relevant policies and procedures designed to ensure compliance with relevant Federal health care program requirements. A "Covered Person" shall be defined as: (i) any individual or entity who provides patient care items or services or who perform billing or coding functions on behalf of DaVita Dialysis, or (ii) any DaVita Dialysis domestic dialysis joint venture partner or medical director for any domestic DaVita Dialysis clinic."

7. **Brokers.** Lessor and Lessee each represent to the other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Second Amendment, except for Cushman & Wakefield, Inc., representing Lessee (the "Lessee's Broker"). Lessor shall pay Lessee's Broker a brokerage commission pursuant to a separate agreement. In the event Lessor does not timely pay Lessee's Broker such brokerage commission, Lessee may offset the amount of such brokerage commission against Rent and additional rent due Lessor.
8. **Notices.** All notices or other communications required or permitted under the Lease will be given to the respective party at the following addresses:

Lessee: Renal Life Link, Inc.  
c/o DaVita Inc.  
Attention: Real Estate Legal  
2000 16<sup>th</sup> Street  
Denver, CO 80202

With a copy to: [relegal@davita.com](mailto:relegal@davita.com)

Subject: Facility #1731, Olney, IL

Lessor: Redhead Rentals, LLC  
1595 Weld Road, Suite 4  
Elgin, IL 60123  
Attn: Michelle Smith  
Email: soc97ml@aol.com  
Phone: 815.260.3586

Notwithstanding anything contained in the Lease to the contrary, any written notice by either Lessor or Lessee to the other party may be transmitted by electronic transmission, and that the electronic copies of such party's signature shall have the same effect as if it were an original signature, provided that Lessor or Lessee shall execute and deliver to the other party an original copy of the notice via one of the methods provided in this Section.

9. **Miscellaneous.**

- 9.1 Counterparts. This Second Amendment may be executed in any number of counterparts via facsimile or electronic transmission or otherwise, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.
- 9.2 Entire Agreement. This Second Amendment and the Lease set forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.
- 9.3 Authority. The parties signing below on behalf of the parties to this Second Amendment represent and warrant that they have the authority and power to bind their respective party.
- 9.4 Terms. Capitalized terms not otherwise defined herein shall have the same meanings as are set forth in the Lease.
- 9.5 Consents. Lessor hereby represents and warrants to Lessee that all consents required, if any, from lenders, mortgagees, and ground owners, and any other holders of liens or encumbrances on, against, or affecting the Premises and/or the real property on which the Premises are located, have been obtained for execution and performance of this Second Amendment. Lessor agrees to indemnify, defend and hold Lessee harmless from and against any liability, claim, loss, cost, damage or expense arising from or based upon Lessor's failure to obtain all such required consents.
- 9.6 Conflicts. Except to the extent expressly stated, modified or amended herein, all terms and conditions of the Lease are ratified and confirmed and shall remain in effect as originally written. The parties agree that in the event of any conflict

between the terms of the Lease, as heretofore amended, and this Second Amendment, the provisions of this Second Amendment shall control.

9.7 Parties Bound. This Second Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties hereto, through their duly authorized representatives, have on the dates set forth below executed this Second Amendment to be effective as of the Effective Date.

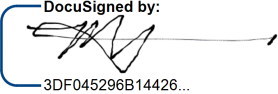
**LESSOR:**

**REDHEAD RENTALS, LLC,**  
an Illinois limited liability company

By: Michelle Smith  
Name: Michelle Smith  
Title: Owner  
Date: 8/3/2017


**LESSEE:**

**RENAL LIFE LINK, INC.,**  
a Delaware corporation

By:   
Name: Margaret Andersen  
Title: SVP, APEX and Lifeline  
Date: August 12, 2017

**FOR LESSEE'S INTERNAL PURPOSES ONLY:**

**APPROVAL AS TO FORM ONLY:**

By:   
Name: Mark Kaplan  
Title: Assistant General Counsel

**EXHIBIT A**  
**LESSOR'S WORK**

- (a) Replace the back awnings
- (b) Inspect and repair exterior lights
- (c) Replace three treatment floor windows
- (d) Paint all rear exterior steel doors and frames
- (e) Replace the damaged concrete around perimeter of building
- (f) Inspect and repair the automatic doors
- (g) Inspect and repair the roof to be free of all leaks.



**Certificate Of Completion**

Envelope Id: F55D6C4763D94AE2A0155E287899F410	Status: Completed
Subject: Please DocuSign this document: Second Amendment - Olney, IL (01731)	
Source Envelope:	
Document Pages: 9	Signatures: 2
Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 5	
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Leslie Fry
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	2000 16th Street
	Denver, CO 80202
	leslie.fry@davita.com
	IP Address: 104.129.192.79

**Record Tracking**

Status: Original	Holder: Leslie Fry	Location: DocuSign
8/10/2017 2:21:36 PM	leslie.fry@davita.com	

**Signer Events**

Mark Kaplan  
 Mark.L.Kaplan@davita.com  
 DaVita  
 Security Level: Email, Account Authentication (None)

**Signature**

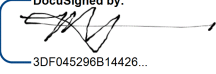
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**Timestamp**

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 Signed: 8/10/2017 3:48:47 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Margaret Andersen  
 Margaret.Anderson@davita.com  
 SVP, APEX and Lifline  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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**Electronic Record and Signature Disclosure:**  
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**In Person Signer Events**      **Signature**      **Timestamp**

**Editor Delivery Events**      **Status**      **Timestamp**

**Agent Delivery Events**      **Status**      **Timestamp**

**Intermediary Delivery Events**      **Status**      **Timestamp**

**Certified Delivery Events**      **Status**      **Timestamp**

**Carbon Copy Events**      **Status**      **Timestamp**

Visall Quarton  
 visall.Quarton@cushwake.com  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 8/12/2017 9:03:11 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**Notary Events**      **Signature**      **Timestamp**

**Envelope Summary Events**      **Status**      **Timestamps**

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	8/12/2017 9:03:11 AM
Certified Delivered	Security Checked	8/12/2017 9:03:11 AM
Signing Complete	Security Checked	8/12/2017 9:03:11 AM
Completed	Security Checked	8/12/2017 9:03:11 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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**ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, DaVita (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

**Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

**Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

**Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

**All notices and disclosures will be sent to you electronically**

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

**How to contact DaVita:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: emily.briggs@davita.com

**To advise DaVita of your new e-mail address**

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

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from DaVita**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to emily.briggs@davita.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with DaVita**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to emily.briggs@davita.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

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

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

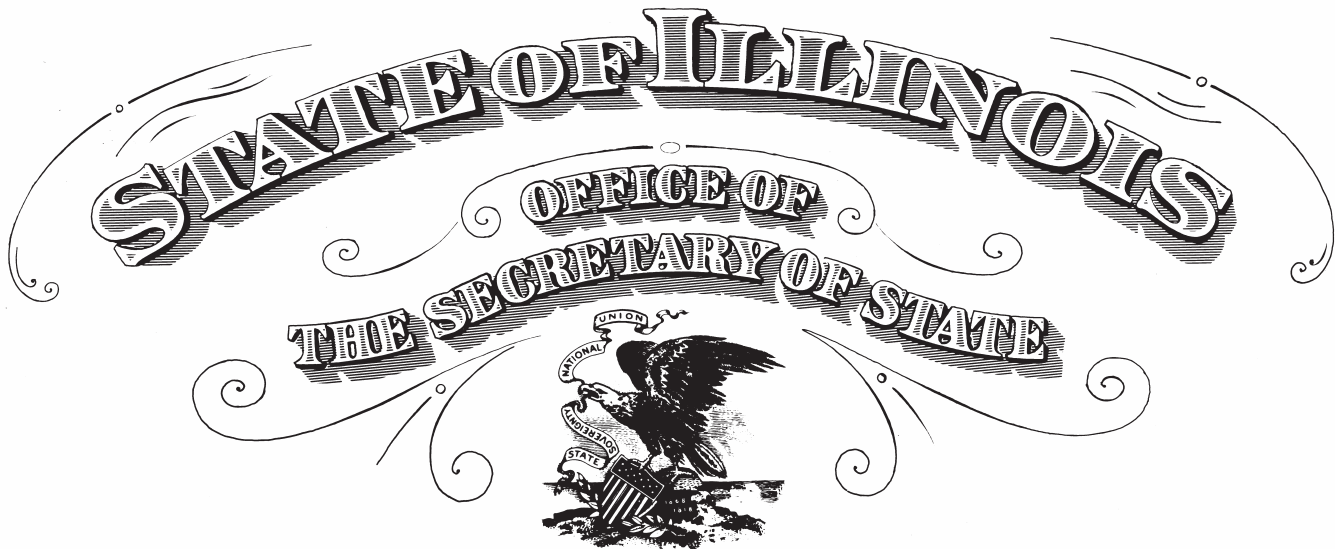
- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify DaVita as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by DaVita during the course of my relationship with you.

**Section I, Identification, General Information, and Certification**  
**Operating Entity/Licensee**

The Illinois Certificate of Good Standing for Renal Life Link, Inc. is attached at Attachment – 3.

File Number

6412-928-7

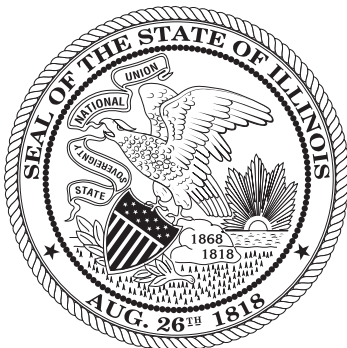


**To all to whom these Presents Shall Come, Greeting:**

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

RENAL LIFE LINK, INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MARCH 17, 2005, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 9TH day of SEPTEMBER A.D. 2022 .***



*Jesse White*

SECRETARY OF STATE

Authentication #: 2225202340 verifiable until 09/09/2023

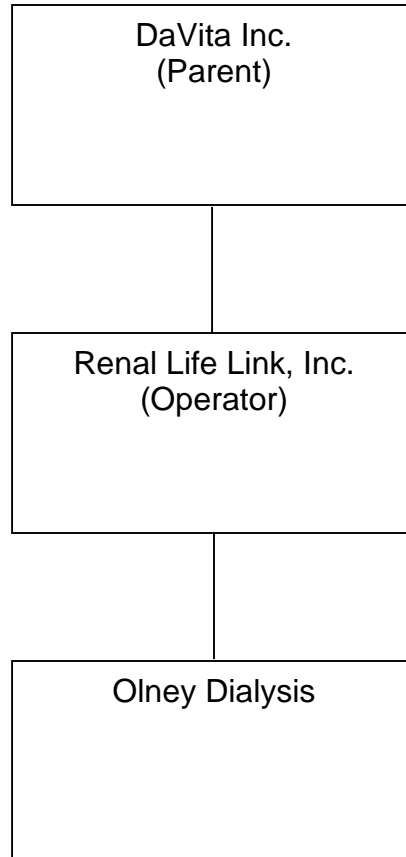
Authenticate at: <https://www.ilsos.gov>

**Section I, Identification, General Information, and Certification**  
**Organizational Relationships**

The organizational chart for DaVita Inc., Renal Life Link, Inc. and Olney Dialysis Center is attached at Attachment – 4.



**Olney Dialysis Organization Chart**



**Section I, Identification, General Information, and Certification**  
**Flood Plain Requirements**

This project does not involve construction or modernization of a health care facility. Accordingly, this criterion is not applicable.

**Section I, Identification, General Information, and Certification**  
**Historic Resources Preservation Act Requirements**

This project does not involve construction or modernization of a health care facility. Accordingly, this criterion is not applicable.

**Section I, Identification, General Information, and Certification**  
**Project Costs and Sources of Funds**

This project involves no costs. Accordingly, this criterion is not applicable.

**Section I, Identification, General Information, and Certification**  
**Current Projects**

<b>DaVita Current Projects</b>			
<b>Project Number</b>	<b>Name</b>	<b>Project Type</b>	<b>Completion Date</b>
17-062	Auburn Park Dialysis	Establishment	03/01/2023

**Section II, Discontinuation**  
**Criterion 1110.290(a), General**

1. DaVita will discontinue its 8 -station in-center hemodialysis center located at 117 North Boone Street, Olney, Illinois.
2. No other clinical services will be discontinued as a result of this project.
3. Anticipated Discontinuation Date: December 31, 2022 though DaVita reserves the right to extend such date based on coordination of services with other clinics.
4. The Applicants lease space from a third-party landlord. As a result, DaVita will have no control over the use of the space after discontinuation of Olney Dialysis Center.
5. The medical records of Olney Dialysis Center will be transferred to another nearby DaVita dialysis center location.
6. A copy of the notice of the discontinuation of Olney Dialysis Center published on November 10, 2022 is attached at Attachment – 10A1.
7. DaVita provided notice of its intent to file a certificate of need application to discontinue Olney Dialysis Center to the following state and local officials: (a) Honorable Mark Lambird, Mayor, City of Olney; (b) Illinois State Senator Darren Bailey; (c) Illinois State Representative Adam Niemerg; (d) Director Sameer Vohra, M.D., J.D, M.A., Illinois Department of Public Health; (e) Director Theresa Eagleson, Illinois Department of Healthcare and Family Services; and (f) John Kniery, Administrator, Illinois Health Facilities and Services Review Board. Copies of the notices are attached at Attachment – 10A2.
8. Attached at Attachment – 10A3 is the certification by Stephanie Berberich, Assistant Secretary of DaVita that all questionnaires and data required by HFSRB or IDPH (e.g., annual questionnaires, capital expenditure surveys, etc.) will be provided through the date of discontinuation and that the required information will be submitted no later than 90 days following the date of discontinuation.

**PUBLIC NOTICE**

**Certificate of the Publisher**

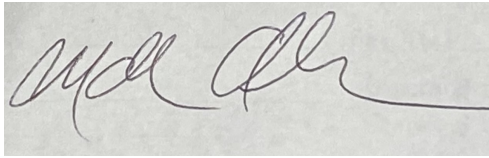
Mark Allen Media LLC certifies that it is the publisher of the Olney Gazette. The Olney Gazette is a secular newspaper, has been continuously published weekly for more than fifty-two (52) weeks prior to the first publication of the attached notice, is published in the City of Olney, County of Richland, Township of Olney, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published one time in the Olney Gazette. Publication of the notice was made in the newspaper, dated and published on November 10, 2022. The notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1.

In witness, Mark Allen Media LLC has signed this certificate by Mark Allen, its publisher, at Olney, Illinois, on November 10, 2022.

Mark Allen Media LLC

By:



Mark Allen  
Publisher

Closure of Olney Dialysis  
DaVita Inc. and Renal Life  
Link, Inc. (collectively, "Da-  
Vita") intend to discontinue  
Olney Dialysis after approval  
to do so is issued by the Illi-  
nois Health Facilities and  
Services Review Board  
("HFSRB"). DaVita will file  
the required Certificate of  
Need application with the  
HFSRB on or about No-  
vember 12, 2022. The ex-  
pected closure date will be  
December 31, 2022. A copy  
of the application will be  
available on the HFSRB web-  
site (<https://www2.illinois.gov/sites/hfsrb/Pages/default.aspx>) after the appli-  
cation has been deemed  
complete by the HFSRB.



150 N. Riverside Plaza, Suite 3000, Chicago, IL 60606 • (312) 819-1900

October 13, 2022

Anne M. Cooper  
312.873.3606  
312.276.4317 Fax  
acooper@polsinelli.com

Via Certified Mail

The Honorable Mark Lambird  
Mayor  
City of Olney  
300 South Whittle Avenue  
Olney, Illinois 62450

**Re: DaVita Olney Dialysis Center**

Dear Mayor Lambird:

This office represents DaVita Inc. and Renal Life Link, Inc. d/b/a Olney Dialysis Center (collectively, “DaVita”). Pursuant to 20 Ill. Comp. Stat. 3960/8.7(a), I am writing on behalf of DaVita to notify you that DaVita intends to file a certificate of need application with the Illinois Health Facilities and Services Review Board (the “State Board”) to discontinue, in its entirety, its 8-station dialysis center known as DaVita Olney Dialysis Center (the “Dialysis Center”) located at 117 North Boone Street, Olney, Illinois 62450 (the “Project”).

The Project will result in the discontinuation of all of the Dialysis Center’s authorized stations. Over the past three years utilization the Dialysis Center has fallen approximately 35 percent due in part to the COVID-19 pandemic and more patients electing home modalities. Additionally, nationwide clinical staffing shortages have created challenges for DaVita to adequately staff its clinics. As a result of the declining utilization and staffing issues, DaVita decided to discontinue the Dialysis Center. DaVita anticipates the Dialysis Center will close as soon as practicable after State Board approval but no later than December 31, 2022.

DaVita operates 8 dialysis centers in the health service area. These dialysis centers operate below the State Board’s target occupancy of 85% and have sufficient capacity to accommodate the Dialysis Center’s patients. All patients will be transferred to another DaVita dialysis center prior to discontinuation of the Dialysis Center. Therefore, the discontinuation of the Dialysis Center will not affect access to hemodialysis services in the health service area.

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Mark Lambird  
October 13, 2022  
Page 2

If you have any questions about DaVita's plans to discontinue DaVita Olney Dialysis Center, please feel free to contact Mary Anderson at 815-594-1131.

Sincerely,

A handwritten signature in black ink that reads "Anne M. Cooper".

Anne M. Cooper

cc: Mary J. Anderson, DaVita Inc.



150 N. Riverside Plaza, Suite 3000, Chicago, IL 60606 • (312) 819-1900

October 13, 2022

Anne M. Cooper  
312.873.3606  
312.276.4317 Fax  
acooper@polsinelli.com

Via Certified Mail

The Honorable Darren Bailey  
Illinois State Senator, 55<sup>th</sup> District  
152 South Church Street  
P.O. Box 1  
Louisville, Illinois 62858

**Re: DaVita Olney Dialysis Center**

Dear Senator Bailey:

This office represents DaVita Inc. and Renal Life Link, Inc. d/b/a Olney Dialysis Center (collectively, “DaVita”). Pursuant to 20 Ill. Comp. Stat. 3960/8.7(a), I am writing on behalf of DaVita to notify you that DaVita intends to file a certificate of need application with the Illinois Health Facilities and Services Review Board (the “State Board”) to discontinue, in its entirety, its 8-station dialysis center known as DaVita Olney Dialysis Center (the “Dialysis Center”) located at 117 North Boone Street, Olney, Illinois 62450 (the “Project”).

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DaVita operates 8 dialysis centers in the health service area. These dialysis centers operate below the State Board’s target occupancy of 85% and have sufficient capacity to accommodate the Dialysis Center’s patients. All patients will be transferred to another DaVita dialysis center prior to discontinuation of the Dialysis Center. Therefore, the discontinuation of the Dialysis Center will not affect access to hemodialysis services in the health service area.

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Darren Bailey  
October 13, 2022  
Page 2

If you have any questions about DaVita's plans to discontinue DaVita Olney Dialysis Center, please feel free to contact Mary Anderson at 815-594-1131.

Sincerely,

A handwritten signature in black ink that reads "Anne M. Cooper".

Anne M. Cooper

cc: Mary J. Anderson, DaVita Inc.



150 N. Riverside Plaza, Suite 3000, Chicago, IL 60606 • (312) 819-1900

October 13, 2022

Anne M. Cooper  
312.873.3606  
312.276.4317 Fax  
acooper@polsinelli.com

Via Certified Mail

The Honorable Adam Niemerg  
Illinois State Representation, 109<sup>th</sup> District  
107 East Main Street  
P.O. Box 7  
Teutopolis, Illinois 62467

**Re: DaVita Olney Dialysis Center**

Dear Representative Niemerg:

This office represents DaVita Inc. and Renal Life Link, Inc. d/b/a Olney Dialysis Center (collectively, “DaVita”). Pursuant to 20 Ill. Comp. Stat. 3960/8.7(a), I am writing on behalf of DaVita to notify you that DaVita intends to file a certificate of need application with the Illinois Health Facilities and Services Review Board (the “State Board”) to discontinue, in its entirety, its 8-station dialysis center known as DaVita Olney Dialysis Center (the “Dialysis Center”) located at 117 North Boone Street, Olney, Illinois 62450 (the “Project”).

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DaVita operates 8 dialysis centers in the health service area. These dialysis centers operate below the State Board’s target occupancy of 85% and have sufficient capacity to accommodate the Dialysis Center’s patients. All patients will be transferred to another DaVita dialysis center prior to discontinuation of the Dialysis Center. Therefore, the discontinuation of the Dialysis Center will not affect access to hemodialysis services in the health service area.

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Adam Niemerg  
October 13, 2022  
Page 2

If you have any questions about DaVita's plans to discontinue DaVita Olney Dialysis Center, please feel free to contact Mary Anderson at 815-594-1131.

Sincerely,

A handwritten signature in black ink that reads "Anne M. Cooper".

Anne M. Cooper

cc: Mary J. Anderson, DaVita Inc.



150 N. Riverside Plaza, Suite 3000, Chicago, IL 60606 • (312) 819-1900

October 13, 2022

Anne M. Cooper  
312.873.3606  
312.276.4317 Fax  
acooper@polsinelli.com

Via Certified Mail

Director Sameer Vohra, M.D., J.D, M.A.  
Illinois Department of Public Health  
122 South Michigan Avenue, 7<sup>th</sup> Floor  
Chicago, Illinois 60603

**Re: DaVita Olney Dialysis Center**

Dear Dr. Vohra:

This office represents DaVita Inc. and Renal Life Link, Inc. d/b/a Olney Dialysis Center (collectively, “DaVita”). Pursuant to 20 Ill. Comp. Stat. 3960/8.7(a), I am writing on behalf of DaVita to notify you that DaVita intends to file a certificate of need application with the Illinois Health Facilities and Services Review Board (the “State Board”) to discontinue, in its entirety, its 8-station dialysis center known as DaVita Olney Dialysis Center (the “Dialysis Center”) located at 117 North Boone Street, Olney, Illinois 62450 (the “Project”).

The Project will result in the discontinuation of all of the Dialysis Center’s authorized stations. Over the past three years utilization the Dialysis Center has fallen approximately 35 percent due in part to the COVID-19 pandemic and more patients electing home modalities. Additionally, nationwide clinical staffing shortages have created challenges for DaVita to adequately staff its clinics. As a result of the declining utilization and staffing issues, DaVita decided to discontinue the Dialysis Center. DaVita anticipates the Dialysis Center will close as soon as practicable after State Board approval but no later than December 31, 2022.

DaVita operates 8 dialysis centers in the health service area. These dialysis centers operate below the State Board’s target occupancy of 85% and have sufficient capacity to accommodate the Dialysis Center’s patients. All patients will be transferred to another DaVita dialysis center prior to discontinuation of the Dialysis Center. Therefore, the discontinuation of the Dialysis Center will not affect access to hemodialysis services in the health service area.

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Dr. Sameer Vohra  
October 13, 2022  
Page 2

If you have any questions about DaVita's plans to discontinue DaVita Olney Dialysis Center, please feel free to contact Mary Anderson at 815-594-1131.

Sincerely,

A handwritten signature in black ink that reads "Anne M. Cooper".

Anne M. Cooper

cc: Mary J. Anderson, DaVita Inc.



150 N. Riverside Plaza, Suite 3000, Chicago, IL 60606 • (312) 819-1900

October 13, 2022

Anne M. Cooper  
312.873.3606  
312.276.4317 Fax  
acooper@polsinelli.com

Via Certified Mail

Director Theresa Eagleson  
Illinois Department of Healthcare and Family  
Services  
401 South Clinton Street  
Chicago, Illinois 60607

**Re: DaVita Olney Dialysis Center**

Dear Director Eagleson:

This office represents DaVita Inc. and Renal Life Link, Inc. d/b/a Olney Dialysis Center (collectively, “DaVita”). Pursuant to 20 Ill. Comp. Stat. 3960/8.7(a), I am writing on behalf of DaVita to notify you that DaVita intends to file a certificate of need application with the Illinois Health Facilities and Services Review Board (the “State Board”) to discontinue, in its entirety, its 8-station dialysis center known as DaVita Olney Dialysis Center (the “Dialysis Center”) located at 117 North Boone Street, Olney, Illinois 62450 (the “Project”).

The Project will result in the discontinuation of all of the Dialysis Center’s authorized stations. Over the past three years utilization the Dialysis Center has fallen approximately 35 percent due in part to the COVID-19 pandemic and more patients electing home modalities. Additionally, nationwide clinical staffing shortages have created challenges for DaVita to adequately staff its clinics. As a result of the declining utilization and staffing issues, DaVita decided to discontinue the Dialysis Center. DaVita anticipates the Dialysis Center will close as soon as practicable after State Board approval but no later than December 31, 2022.

DaVita operates 8 dialysis centers in the health service area. These dialysis centers operate below the State Board’s target occupancy of 85% and have sufficient capacity to accommodate the Dialysis Center’s patients. All patients will be transferred to another DaVita dialysis center prior to discontinuation of the Dialysis Center. Therefore, the discontinuation of the Dialysis Center will not affect access to hemodialysis services in the health service area.

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Theresa Eagleson  
October 13, 2022  
Page 2

If you have any questions about DaVita's plans to discontinue DaVita Olney Dialysis Center, please feel free to contact Mary Anderson at 815-594-1131.

Sincerely,

A handwritten signature in black ink that reads "Anne M. Cooper".

Anne M. Cooper

cc: Mary J. Anderson, DaVita Inc.



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October 13, 2022

Anne M. Cooper  
312.873.3606  
312.276.4317 Fax  
acooper@polsinelli.com

Via Certified Mail

John Kniery  
Administrator  
Illinois Health Facilities and Services Review  
Board  
525 West Jefferson Street, 2<sup>nd</sup> Floor  
Springfield, Illinois 62761

**Re: DaVita Olney Dialysis Center**

Dear Mr. Kniery:

This office represents DaVita Inc. and Renal Life Link, Inc. d/b/a Olney Dialysis Center (collectively, “DaVita”). Pursuant to 20 Ill. Comp. Stat. 3960/8.7(a), I am writing on behalf of DaVita to notify you that DaVita intends to file a certificate of need application with the Illinois Health Facilities and Services Review Board (the “State Board”) to discontinue, in its entirety, its 8-station dialysis center known as DaVita Olney Dialysis Center (the “Dialysis Center”) located at 117 North Boone Street, Olney, Illinois 62450 (the “Project”).

The Project will result in the discontinuation of all of the Dialysis Center’s authorized stations. Over the past three years utilization the Dialysis Center has fallen approximately 35 percent due in part to the COVID-19 pandemic and more patients electing home modalities. Additionally, nationwide clinical staffing shortages have created challenges for DaVita to adequately staff its clinics. As a result of the declining utilization and staffing issues, DaVita decided to discontinue the Dialysis Center. DaVita anticipates the Dialysis Center will close as soon as practicable after State Board approval but no later than December 31, 2022.

DaVita operates three dialysis centers in the area that have sufficient capacity to accommodate the Dialysis Center’s patients. All patients will be given the option to transfer to DaVita’s other dialysis centers in the area prior to discontinuation of the Dialysis Center. Therefore, the discontinuation of the Dialysis Center will not affect access to hemodialysis services in the health service area.

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John Kniery  
October 13, 2022  
Page 2

If you have any questions about DaVita's plans to discontinue DaVita Olney Dialysis Center, please feel free to contact Mary Anderson at 815-594-1131.

Sincerely,

A handwritten signature in black ink that reads "Anne M. Cooper".

Anne M. Cooper

cc: Mary J. Anderson, DaVita Inc.

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**Sent to:**  
 The Honorable Mark Lambird  
 Mayor  
 City of Olney  
 300 South Whittle Avenue  
 Olney, Illinois 62450

**Reference Information**

PS Form 3800, Facsimile, July 2015



Return Receipt (Form 3811) Barcode

**9590 9266 9904 2204 2298 58**

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A. Signature  Agent  
 Addressee  
*City Hall*

B. Received by (Printed Name) *City Hall* C. Date of Delivery *10-17-22*

D. Is delivery address different from item 1?  Yes  
 No  
 If YES, enter delivery address below:

1. Article Addressed to:  
 The Honorable Mark Lambird  
 Mayor  
 City of Olney  
 300 South Whittle Avenue  
 Olney, Illinois 62450

**Reference Information**

2. Certified Mail (Form 3800) Article Number  
**9414 7266 9904 2204 2298 55**

PS Form 3811, Facsimile, July 2015 Domestic Return Receipt

**U.S. Postal Service®**  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

USPS® ARTICLE NUMBER  
 9414 7266 9904 2204 2296 19

Certified Mail Fee	\$	\$0.00
Return Receipt (Hardcopy)	\$	\$0.00
Return Receipt (Electronic)	\$	\$6.00
Certified Mail Restricted Delivery	\$	
Postage	\$	
Total Postage and Fees	\$	

**Postmark Here**  
 OCT 13 2022  
 STATIONER FINANCE CHICAGO, IL  
 30381-1000

**Sent to:**  
 The Honorable Darren Bailey  
 Illinois State Senator, 55th District  
 152 South Church Street  
 P.O. Box 1  
 Louisville, Illinois 62858

PS Form 3800, Facsimile, July 2015

Return Receipt (Form 3811) Barcode

9590 9266 9904 2204 2296 12

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
*Lee Ann Sanford*  Addressee

B. Received by (Printed Name) *Lee Ann Sanford* C. Date of Delivery *10-17-22*

D. Is delivery address different from item 1?  Yes  
 No  
 If YES, enter delivery address below:

1. Article Addressed to:  
 The Honorable Darren Bailey  
 Illinois State Senator, 55<sup>th</sup> District  
 152 South Church Street  
 P.O. Box 1  
 Louisville, Illinois 62858

2. Certified Mail (Form 3800) Article Number  
 9414 7266 9904 2204 2296 19

Reference Information

PS Form 3811, Facsimile, July 2015 Domestic Return Receipt

**U.S. Postal Service®**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

USPS® ARTICLE NUMBER  
**9414 7266 9904 2204 2311 31**


Certified Mail Fee	\$	\$0.00
Return Receipt (Hardcopy)	\$	\$0.00
Return Receipt (Electronic)	\$	\$0.00
Certified Mail Restricted Delivery	\$	\$6.00
Postage	\$	
<b>Total Postage and Fees</b>	<b>\$</b>	

**Postmark Here**  
 OCT 13 2022  
 STATION 5 FINANCE CHICAGO, IL  
 30881 USPS

**Sent to:**  
 The Honorable Adam Niemerg  
 Illinois State Representation, 109th District  
 107 East Main Street  
 P.O. Box 7  
 Teutopolis, Illinois 62467

PS Form 3800, Facsimile, July 2015

Return Receipt (Form 3811) Barcode



**9590 9266 9904 2204 2311 34**

**1. Article Addressed to:**  
 The Honorable Adam Niemerg  
 Illinois State Representation, 109<sup>th</sup> District  
 107 East Main Street  
 P.O. Box 7  
 Teutopolis, Illinois 62467

**2. Certified Mail (Form 3800) Article Number**  
**9414 7266 9904 2204 2311 31**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 X *Adella Bean*  Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

pe:  
 ail

Reference Information

Domestic Return Receipt

PS Form 3811, Facsimile, July 2015

U.S. Postal Service®  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

USPS® ARTICLE NUMBER

9414 7266 9904 2204 2298 48

Certified Mail Fee	\$	\$0.00
Return Receipt (Hardcopy)	\$	\$0.00
Return Receipt (Electronic)	\$	\$0.00
Certified Mail Restricted Delivery	\$	\$6.00
Postage	\$	
<b>Total Postage and Fees</b>	<b>\$</b>	




**Sent to:**


Director Sameer Vohra, M.D., J.D, M.A.  
 Illinois Department of Public Health  
 122 South Michigan Avenue, 7<sup>th</sup> Floor  
 Chicago, Illinois 60603

Reference Information


PS Form 3800, Facsimile, July 2015

Return Receipt (Form 3811) Barcode	<b>COMPLETE THIS SECTION ON DELIVERY</b>	
 9590 9266 9904 2204 2298 41	A. Signature <input type="checkbox"/> Agent	
	X <input checked="" type="checkbox"/> Addressee	
1. Article Addressed to:  Director Sameer Vohra, M.D., J.D, M.A. Illinois Department of Public Health 122 South Michigan Avenue, 7 <sup>th</sup> Floor Chicago, Illinois 60603	B. Received by (Printed Name)	C. Date of Delivery
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes	
	If YES, enter delivery address below: <input type="checkbox"/> No	
2. Certified Mail (Form 3800) Article Number	<u>Reference Information</u>	
9414 7266 9904 2204 2298 48		
PS Form 3811, Facsimile, July 2015	Domestic Return Receipt	

U.S. Postal Service® CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
USPS® ARTICLE NUMBER	
9414 7266 9904 2204 2298 00	
Certified Mail Fee	\$ \$0.00
Return Receipt (Hardcopy)	\$ \$0.00
Return Receipt (Electronic)	\$ \$0.00
Certified Mail Restricted Delivery	\$ \$6.00
Postage	\$
Total Postage and Fees	\$
<p><b>Sent to:</b></p> <p>Director Theresa Eagleson            Illinois Department of Healthcare and            Family Services            401 South Clinton Street            Chicago, Illinois 60607</p>	
<p>Reference Information</p>	



PS Form 3800, Facsimile, July 2015

Return Receipt (Form 3811) Barcode	COMPLETE THIS SECTION ON DELIVERY
 9590 9266 9904 2204 2298 03	A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
1. Article Addressed to:  Director Theresa Eagleson Illinois Department of Healthcare and Family Services 401 South Clinton Street Chicago, Illinois 60607	B. Received by (Printed Name) _____ C. Date of Delivery _____
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
2. Certified Mail (Form 3800) Article Number 9414 7266 9904 2204 2298 00	Reference Information

PS Form 3811, Facsimile, July 2015 Domestic Return Receipt




U.S. Postal Service® CERTIFIED MAIL® RECEIPT Domestic Mail Only		
USPS® ARTICLE NUMBER		
9414 7266 9904 2204 2298 31		
Certified Mail Fee	\$	\$0.00
Return Receipt (Hardcopy)	\$	\$0.00
Return Receipt (Electronic)	\$	\$0.00
Certified Mail Restricted Delivery	\$	\$6.00
Postage	\$	
<b>Total Postage and Fees</b>	<b>\$</b>	



**Sent to:**

John Kniery  
 Administrator  
 Illinois Health Facilities and Services  
 Review Board  
 525 West Jefferson Street, 2<sup>nd</sup> Floor  
 Springfield, Illinois 62761

PS Form 3800, Facsimile, July 2015

Return Receipt (Form 3811) Barcode	COMPLETE THIS SECTION ON DELIVERY
 9590 9266 9904 2204 2298 34	A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee B. Received by (Printed Name) <i>R. Martin</i> C. Date of Delivery D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No <i>R. MARTIN</i>
1. Article Addressed to: John Kniery Administrator Illinois Health Facilities and Services Review Board 525 West Jefferson Street, 2 <sup>nd</sup> Floor Springfield, Illinois 62761	Type: Mail: Reference Information
2. Certified Mail (Form 3800) Article Number 9414 7266 9904 2204 2298 31	

PS Form 3811, Facsimile, July 2015 Domestic Return Receipt



Debra Savage  
Chair  
Illinois Health Facilities and Services Review Board  
525 West Jefferson Street, 2nd Floor  
Springfield, Illinois 62761

Dear Chair Savage:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, and pursuant to 77 Ill. Admin Code § 1110.290(a)(6) that DaVita Inc. and Renal Life Link, Inc. (collectively, "DaVita") will complete all questionnaires and data required by the Illinois Health Facilities and Services Review Board or the Illinois Department of Public Health (IDPH) (e.g., annual questionnaires, capital expenditures surveys, etc.) will be provided through the date of discontinuation and that the required information will be submitted no later than 60 days following the date of discontinuation.

Sincerely,

Print Name: Stephanie N. Berberich  
Its: Assistant Secretary, DaVita Inc.  
Secretary, Renal Life Link, Inc.

Subscribed and sworn to me  
This 13<sup>th</sup> day of September, 2022

  
\_\_\_\_\_  
Notary Public

Kathy Ann Connor  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID# 20064018112  
MY COMMISSION EXPIRES 04/28/2025

**Section II, Discontinuation**

**Criterion 1110.290(b), Reason for Discontinuation**

DaVita seeks authority from the State Board to discontinue its 8-station in-center hemodialysis center located at 117 North Boone Street, Olney, Illinois. Over the past three years utilization at Olney Dialysis has fallen approximately 35 percent due in part to the COVID-19 pandemic and more patients electing home modalities. Additionally, nationwide clinical staffing shortages have created challenges for DaVita to adequately staff its clinics. As a result of the declining utilization and staffing issues, DaVita decided to discontinue Olney Dialysis effective December 31, 2022.

As of July 19, 2022, HSA 5 had an excess of 8 dialysis stations. The discontinuation of Olney Dialysis will reduce the stations in HSA 5 to reflect the State Board's calculated need.

**Section II, Discontinuation**  
**Criterion 1110.290(c), Impact on Access**

The discontinuation of Olney Dialysis will not affect access to dialysis services in HSA 5. As of September 30, 2022, there were 15 dialysis centers in HSA 5 with average utilization of 51 percent, and only one dialysis center operated above the State Board's utilization standard. Accordingly, there is sufficient capacity in HSA 5 to accommodate the Olney Dialysis patients.

Existing Olney patients have been offered the opportunity to transition to home dialysis and have been given a list of all existing clinics in close proximity to Olney (Fairfield, Vincennes (IN), Effingham, and Robinson).

**Section II, Discontinuation**  
**Criterion 1110.290(d), Notice to Other Providers**

There are no non-DaVita dialysis providers within the Olney Dialysis 19-mile geographic service area.

**Section III, Background and Purpose of the Project**  
**Criterion 1110.110(a), Background of the Applicant**

1. Neither the Centers for Medicare and Medicaid Services nor the Illinois Department of Public Health (“IDPH”) has taken any adverse action involving civil monetary penalties or restriction or termination of participation in the Medicare or Medicaid programs against any of the applicants, or against any Illinois health care clinics owned or operated by the Applicants, directly or indirectly, within three years preceding the filing of this application
2. A list of all health care facilities owned or operated by DaVita in Illinois is attached at Attachment – 11A. Dialysis centers are currently not subject to state licensure in Illinois.
3. Certification that no adverse action has been taken against either of the Applicants or against any health care clinics owned or operated by the Applicants in Illinois within three years preceding the filing of this application is attached at Attachment – 11B.
4. An authorization permitting the Illinois Health Facilities and Services Review Board (“State Board”) and IDPH access to any documents necessary to verify information submitted, including, but not limited to: official records of IDPH or other State agencies; and the records of nationally recognized accreditation organizations is attached at Attachment – 11B.

DaVita Inc.							
Illinois Facilities							
Regulatory Name	Address 1	Address 2	City	County	State	Zip	Medicare Certification Number
Adams County Dialysis	436 N 10TH ST		QUINCY	ADAMS	IL	62301-4152	14-2711
Alton Dialysis	3511 COLLEGE AVE		ALTON	MADISON	IL	62002-5009	14-2619
Arlington Heights Renal Center	17 WEST GOLF ROAD		ARLINGTON HEIGHTS	COOK	IL	60005-3905	14-2628
Auburn Park Dialysis	7939 SOUTH WESTERN AVENUE		CHICAGO	COOK	IL	60620	
Barrington Creek	28160 W. NORTHWEST HIGHWAY		LAKE BARRINGTON	LAKE	IL	60010	14-2736
Belvidere Dialysis	1755 БЕЛОIT ROAD		BELVIDERE	BOONE	IL	61008	14-2795
Benton Dialysis	1151 ROUTE 14 W		BENTON	FRANKLIN	IL	62812-1500	14-2608
Beverly Dialysis	8109 SOUTH WESTERN AVE		CHICAGO	COOK	IL	60620-5939	14-2638
Big Oaks Dialysis	5623 W TOUHY AVE		NILES	COOK	IL	60714-4019	14-2712
Brickyard Dialysis	2640 NORTH NARRAGANSETT		CHICAGO	COOK	IL	60639	
Brighton Park Dialysis	<b>4729 SOUTH CALIFORNIA AVE</b>		CHICAGO	COOK	IL	60632	
Buffalo Grove Renal Center	1291 W. DUNDEE ROAD		BUFFALO GROVE	COOK	IL	60089-4009	14-2650
Calumet City Dialysis	1200 SIBLEY BOULEVARD		CALUMET CITY	COOK	IL	60409	14-2817
Carpentersville Dialysis	2203 RANDALL ROAD		CARPENTERSVILLE	KANE	IL	60110-3355	14-2598
Cicero Dialysis	6001 Ogden Avenue		Cicero	Cook	IL	60804	
Centralia Dialysis	1231 STATE ROUTE 161		CENTRALIA	MARION	IL	62801-6739	14-2609
Chicago Heights Dialysis	177 W JOE ORR RD	STE B	CHICAGO HEIGHTS	COOK	IL	60411-1733	14-2635
Chicago Ridge Dialysis	10511 SOUTH HARLEM AVE		WORTH	COOK	IL	60482	14-2793
Churchview Dialysis	5970 CHURCHVIEW DR		ROCKFORD	WINNEBAGO	IL	61107-2574	14-2640
Cobblestone Dialysis	934 CENTER ST	STE A	ELGIN	KANE	IL	60120-2125	14-2715
Collinsville Dialysis	101 LANTER COURT	BLDG 2	COLLINSVILLE	MADISON	IL	62234	
Country Hills Dialysis	4215 W 167TH ST		COUNTRY CLUB HILLS	COOK	IL	60478-2017	14-2575
Crystal Springs Dialysis	720 COG CIRCLE		CRYSTAL LAKE	MCHENRY	IL	60014-7301	14-2716
Decatur East Wood Dialysis	794 E WOOD ST		DECATUR	MACON	IL	62523-1155	14-2599
Dixon Kidney Center	1131 N GALENA AVE		DIXON	LEE	IL	61021-1015	14-2651
Driftwood Dialysis	1808 SOUTH WEST AVE		FREEPORT	STEPHENSON	IL	61032-6712	14-2747
Edgemont Dialysis	8 VIEUX CARRE DRIVE		EAST ST. LOUIS	ST. CLAIR	IL	62203	
Edgewater Dialysis	615 HARRISON AVENUE		ROCKFORD	WINNEBAGO	IL	61104	
Edwardsville Dialysis	235 S BUCHANAN ST		EDWARDSVILLE	MADISON	IL	62025-2108	14-2701
Effingham Dialysis	904 MEDICAL PARK DR	STE 1	EFFINGHAM	EFFINGHAM	IL	62401-2193	14-2580

DaVita Inc.							
Illinois Facilities							
Regulatory Name	Address 1	Address 2	City	County	State	Zip	Medicare Certification Number
Emerald Dialysis	710 W 43RD ST		CHICAGO	COOK	IL	60609-3435	14-2529
Evanston Renal Center	1715 CENTRAL STREET		EVANSTON	COOK	IL	60201-1507	14-2511
Ford City Dialysis	8159 S CICERO AVENUE		CHICAGO	COOK	IL	60652	
Forest City Rockford	4103 W STATE ST		ROCKFORD	WINNEBAGO	IL	61101	
Glenview Dialysis	2601 Compass Road	Suite 145	Glenview	Cook	IL	60026	
Grand Crossing Dialysis	7319 S COTTAGE GROVE AVENUE		CHICAGO	COOK	IL	60619-1909	14-2728
Foxpoint Dialysis	1300 SCHAEFER ROAD		GRANITE CITY	MADISON	IL	62040	
Garfield Kidney Center	3250 WEST FRANKLIN BLVD		CHICAGO	COOK	IL	60624-1509	14-2777
Geneva Crossing Dialysis	540 South Schmale Road		Carol Stream	DuPage	IL	60188	
Granite City Dialysis Center	9 AMERICAN VLG		GRANITE CITY	MADISON	IL	62040-3706	14-2537
Harvey Dialysis	16641 S HALSTED ST		HARVEY	COOK	IL	60426-6174	14-2698
Hazel Crest Renal Center	3470 WEST 183rd STREET		HAZEL CREST	COOK	IL	60429-2428	14-2622
Hickory Crrek Dialysis	214 COLLINS STREET		JOLIET	WILL	IL	60432	
Huntley Dialysis	10350 HALIGUS ROAD		HUNTLEIY	MCHENRY	IL	60142	
Illini Renal Dialysis	507 E UNIVERSITY AVE		CHAMPAIGN	CHAMPAIGN	IL	61820-3828	14-2633
Irving Park Dialysis	4323 N PULASKI RD		CHICAGO	COOK	IL	60641	
Jacksonville Dialysis	1515 W WALNUT ST		JACKSONVILLE	MORGAN	IL	62650-1150	14-2581
Jerseyville Dialysis	917 S STATE ST		JERSEYVILLE	JERSEY	IL	62052-2344	14-2636
Kankakee County Dialysis	581 WILLIAM R LATHAM SR DR	STE 104	BOURBONNAIS	KANKAKEE	IL	60914-2439	14-2685
Kenwood Dialysis	4259 S COTTAGE GROVE AVENUE		CHICAGO	COOK	IL	60653	14-2717
Lake County Dialysis Services	565 LAKEVIEW PARKWAY	STE 176	VERNON HILLS	LAKE	IL	60061	14-2552
Lake Villa Dialysis	37809 N IL ROUTE 59		LAKE VILLA	LAKE	IL	60046-7332	14-2666
Lawndale Dialysis	3934 WEST 24TH ST		CHICAGO	COOK	IL	60623	14-2768
Lincoln Dialysis	2100 WEST FIFTH		LINCOLN	LOGAN	IL	62656-9115	14-2582
Lincoln Park Dialysis	2484 N ELSTON AVE		CHICAGO	COOK	IL	60647	14-2528
Litchfield Dialysis	915 ST FRANCES WAY		LITCHFIELD	MONTGOMERY	IL	62056-1775	14-2583
Little Village Dialysis	2335 W CERMAK RD		CHICAGO	COOK	IL	60608-3811	14-2668
Logan Square Dialysis	2838 NORTH KIMBALL AVE		CHICAGO	COOK	IL	60618	14-2534
Loop Renal Center	1101 SOUTH CANAL STREET		CHICAGO	COOK	IL	60607-4901	14-2505
Machesney Park Dialysis	7170 NORTH PERRYVILLE ROAD		MACHESNEY PARK	WINNEBAGO	IL	61115	14-2806
Macon County Dialysis	1090 W MCKINLEY AVE		DECATUR	MACON	IL	62526-3208	14-2584



DaVita Inc.							
Illinois Facilities							
Regulatory Name	Address 1	Address 2	City	County	State	Zip	Medicare Certification Number
Marengo City Dialysis	910 GREENLEE STREET	STE B	MARENGO	MCHENRY	IL	60152-8200	14-2643
Marshall Square Dialysis	2950-3010 West 26th Street		Chicago	COOK	IL	60623	
Maryville Dialysis	2130 VADALABENE DR		MARYVILLE	MADISON	IL	62062-5632	14-2634
Mattoon Dialysis	6051 DEVELOPMENT DRIVE		CHARLESTON	COLES	IL	61938-4652	14-2585
Melrose Village	1985 North Mannheim Road		Melrose Park	Cook	IL	60160	
Metro East Dialysis	5105 W MAIN ST		BELLEVILLE	SAINT CLAIR	IL	62226-4728	14-2527
Montclare Dialysis Center	7009 W BELMONT AVE		CHICAGO	COOK	IL	60634-4533	14-2649
Montgomery County Dialysis	1822 SENATOR MILLER DRIVE		HILLSBORO	MONTGOMERY	IL	62049	14-2813
Mount Vernon Dialysis	1800 JEFFERSON AVE		MOUNT VERNON	JEFFERSON	IL	62864-4300	14-2541
Mt. Greenwood Dialysis	3401 W 111TH ST		CHICAGO	COOK	IL	60655-3329	14-2660
North Dunes Dialysis	3113 North Lewis Avenue		Waukegan	Lake	IL	60087	
Northgrove Dialysis	2491 INDUSTRIAL DRIVE		HIGHLAND	MADISON	IL	62249	
O'Fallon Dialysis	1941 FRANK SCOTT PKWY E	STE B	O'FALLON	ST. CLAIR	IL	62269	14-2818
Oak Meadows Dialysis	5020 West 95th Street		OAK LAWN	Cook	IL	60453	
Olney Dialysis Center	117 N BOONE ST		OLNEY	RICHLAND	IL	62450-2109	14-2674
Olympia Fields Dialysis Center	4557B LINCOLN HWY	STE B	MATTESON	COOK	IL	60443-2318	14-2548
Palos Park Dialysis	13155 S LaGRANGE ROAD		ORLAND PARK	COOK	IL	60462-1162	14-2732
Park Manor Dialysis	95TH STREET & COLFAX AVENUE		CHICAGO	COOK	IL	60617	
Pittsfield Dialysis	640 W WASHINGTON ST		PITTSFIELD	PIKE	IL	62363-1350	14-2708
Red Bud Dialysis	LOT 4 IN 1ST ADDITION OF EAST INDUSTRIAL PARK		RED BUD	RANDOLPH	IL	62278	14-2772
Robinson Dialysis	1215 N ALLEN ST	STE B	ROBINSON	CRAWFORD	IL	62454-1100	14-2714
Rockford Dialysis	3339 N ROCKTON AVE		ROCKFORD	WINNEBAGO	IL	61103-2839	14-2647
Roxbury Dialysis Center	622 ROXBURY RD		ROCKFORD	WINNEBAGO	IL	61107-5089	14-2665
Rushville Dialysis	112 SULLIVAN DRIVE		RUSHVILLE	SCHUYLER	IL	62681-1293	14-2620
Rutgers Park Dialysis	8455 WOODWARD AVENUE		WOODRIDGE	DUPAGE	IL	60517	
Salt Creek Dialysis	196 WEST NORTH AVENUE		VILLA PARK	DUPAGE	IL	60181	
Sauganash Dialysis	4054 WEST PETERSON AVENUE		CHICAGO	COOK	IL	60646	

DaVita Inc.							
Illinois Facilities							
Regulatory Name	Address 1	Address 2	City	County	State	Zip	Medicare Certification Number
Sauget Dialysis	2061 GOOSE LAKE RD		SAUGET	SAINT CLAIR	IL	62206-2822	14-2561
Schaumburg Renal Center	1156 S ROSELLE ROAD		SCHAUMBURG	COOK	IL	60193-4072	14-2654
Shiloh Dialysis	1095 NORTH GREEN MOUNT RD		SHILOH	ST CLAIR	IL	62269	14-2753
Silver Cross Renal Center - Morris	1551 CREEK DRIVE		MORRIS	GRUNDY	IL	60450	14-2740
Silver Cross Renal Center - New Lenox	1890 SILVER CROSS BOULEVARD		NEW LENOX	WILL	IL	60451	14-2741
Silver Cross Renal Center - West	1051 ESSINGTON ROAD		JOLIET	WILL	IL	60435	14-2742
South Holland Renal Center	16136 SOUTH PARK AVENUE		SOUTH HOLLAND	COOK	IL	60473-1511	14-2544
Springfield Central Dialysis	932 N RUTLEDGE ST		SPRINGFIELD	SANGAMON	IL	62702-3721	14-2586
Springfield Montvale Dialysis	2930 MONTVALE DR	STE A	SPRINGFIELD	SANGAMON	IL	62704-5376	14-2590
Springfield South	2930 SOUTH 6th STREET		SPRINGFIELD	SANGAMON	IL	62703	14-2733
Stonecrest Dialysis	1302 E STATE ST		ROCKFORD	WINNEBAGO	IL	61104-2228	14-2615
Stony Creek Dialysis	9115 S CICERO AVE		OAK LAWN	COOK	IL	60453-1895	14-2661
Stony Island Dialysis	8725 S STONY ISLAND AVE		CHICAGO	COOK	IL	60617-2709	14-2718
Sycamore Dialysis	2200 GATEWAY DR		SYCAMORE	DEKALB	IL	60178-3113	14-2639
Taylorville Dialysis	901 W SPRESSER ST		TAYLORVILLE	CHRISTIAN	IL	62568-1831	14-2587
Tazewell County Dialysis	1021 COURT STREET		PEKIN	TAZEVELL	IL	61554	14-2767
Timber Creek Dialysis	1001 S. ANNIE GLIDDEN ROAD		DEKALB	DEKALB	IL	60115	14-2763
Tinley Park Dialysis	16767 SOUTH 80TH AVENUE		TINLEY PARK	COOK	IL	60477	14-2810
TRC Children's Dialysis Center	2611 N HALSTED ST		CHICAGO	COOK	IL	60614-2301	14-2604
Vandalia Dialysis	301 MATTES AVE		VANDALIA	FAYETTE	IL	62471-2061	14-2693
Vermilion County Dialysis	22 WEST NEWELL ROAD		DANVILLE	VERMILION	IL	61834	14-2812
Washington Heights Dialysis	10620 SOUTH HALSTED STREET		CHICAGO	COOK	IL	60628	
Waukegan Renal Center	1616 NORTH GRAND AVENUE	STE C	Waukegan	COOK	IL	60085-3676	14-2577
Wayne County Dialysis	303 NW 11TH ST	STE 1	FAIRFIELD	WAYNE	IL	62837-1203	14-2688
West Lawn Dialysis	7000 S PULASKI RD		CHICAGO	COOK	IL	60629-5842	14-2719
West Side Dialysis	1600 W 13TH STREET		CHICAGO	COOK	IL	60608	14-2783
Whiteside Dialysis	2600 N LOCUST	STE D	STERLING	WHITESIDE	IL	61081-4602	14-2648
Woodlawn Dialysis	5060 S STATE ST		CHICAGO	COOK	IL	60609	14-2310



Debra Savage  
Chair  
Illinois Health Facilities and Services Review Board  
525 West Jefferson Street, 2nd Floor  
Springfield, Illinois 62761

Dear Chair Savage:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 that no adverse action as defined in 77 Ill. Admin. Code § 1130.140 has been taken against any in-center dialysis clinic owned or operated by DaVita Inc. or Renal Life Link, Inc. in the State of Illinois during the three-year period prior to filing this application.

Additionally, pursuant to 77 Ill. Admin. Code § 1110.110(a)(2)(J), I hereby authorize the Health Facilities and Services Review Board (“HFSRB”) and the Illinois Department of Public Health (“IDPH”) access to any documents necessary to verify information submitted as part of this application for permit. I further authorize HFSRB and IDPH to obtain any additional information or documents from other government agencies which HFSRB or IDPH deem pertinent to process this application for permit.

Sincerely,

Print Name: Stephanie N. Berberich  
Its: Assistant Secretary, DaVita Inc.  
Secretary, Renal Life Link, Inc.

Subscribed and sworn to me  
This 13<sup>th</sup> day of September, 2022

  
\_\_\_\_\_  
Notary Public

**Kathy Ann Connor**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID# 20064018112  
MY COMMISSION EXPIRES 04/28/2025

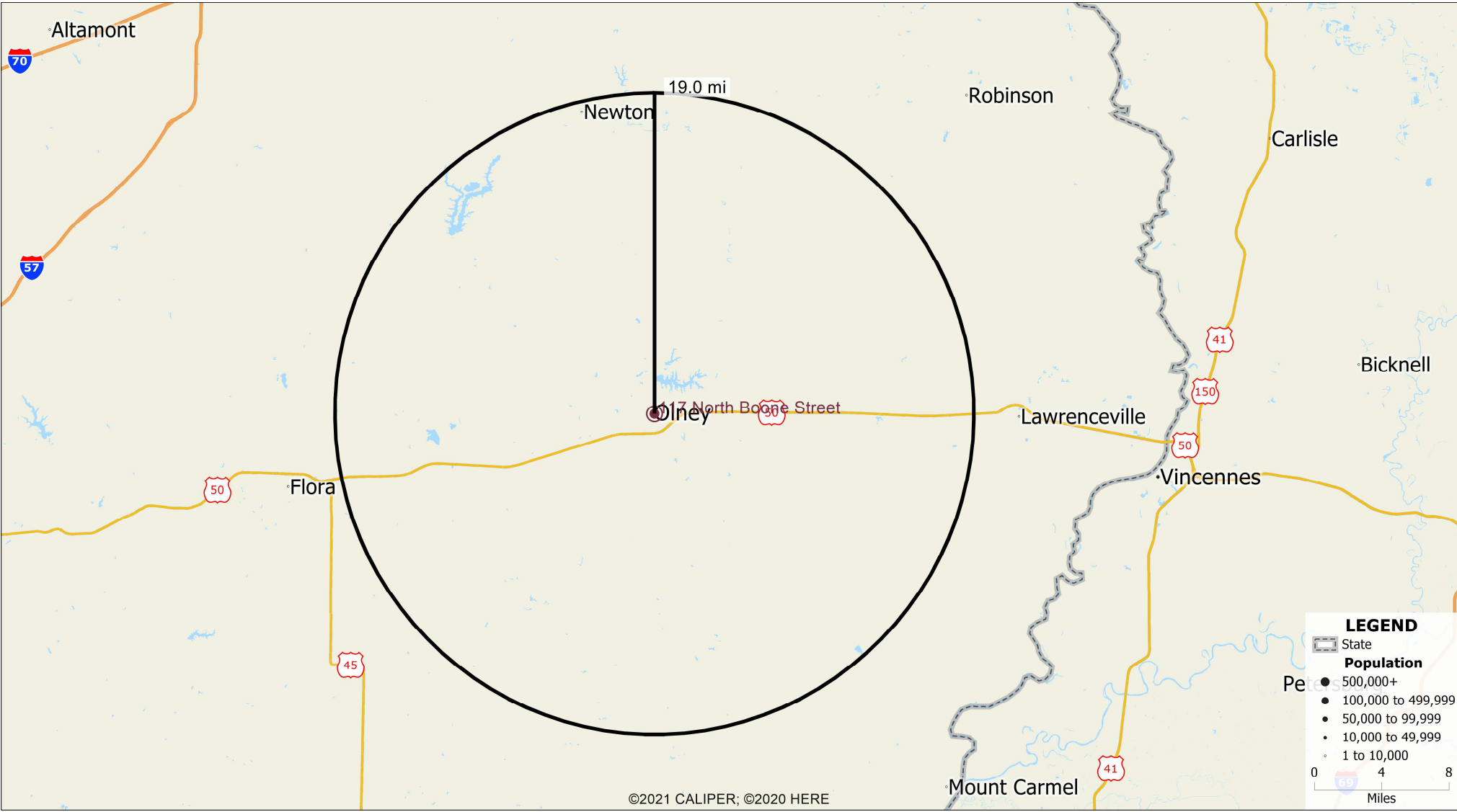
2000 16th Street, Denver, CO 80202 | P (800) 244-0680 | F (310) 536-2675 | DaVita.com

**Section III, Project Purpose and Background – Information Requirements**  
**Criterion 1110.110(b), Project Purpose**

1. DaVita seeks authority from the State Board to discontinue its 8-station in-center hemodialysis center located at 117 North Boone Street, Olney, Illinois. Over the past three years utilization at Olney Dialysis has fallen approximately 35 percent due in part to the COVID-19 pandemic and more patients electing home modalities. Additionally, nationwide clinical staffing shortages have created challenges for DaVita to adequately staff its clinics. As a result of the declining utilization and staffing issues, DaVita decided to discontinue Olney Dialysis effective December 31, 2022.

The discontinuation of Olney Dialysis will reduce the stations in HSA 5 to reflect the State Board's calculated need

2. A map of the geographic service area of Olney Dialysis is attached at Attachment – 12. The geographic service area encompasses a 19-mile radius around the dialysis center. The boundaries of Olney Dialysis' geographic service area are as follows:
  - North approximately 19 miles to Newton
  - Northwest approximately 19 miles to Hoosier
  - West approximately 19 miles to Stanford
  - Southwest approximately 19 miles to Elm River
  - South approximately 19 miles to Albion
  - Southeast approximately 19 miles to Allendale
  - East approximately 19 miles to Lawrence
  - Northeast approximately 19 miles to Martin
3. Over the past three years utilization at Olney Dialysis has fallen approximately 35 percent due in part to the COVID-19 pandemic and more patients electing home modalities. Additionally, nationwide clinical staffing shortages have created challenges for DaVita to adequately staff its clinics. As a result of the declining utilization and staffing issues, DaVita decided to discontinue Olney Dialysis effective December 31, 2022.
4. Given the low utilization at Olney Dialysis coupled with clinical staffing shortages, the discontinuation of Olney Dialysis will allow DaVita to better allocate clinical staffing resources to other DaVita clinics without effecting patient care.
5. DaVita plans to transition existing Olney Dialysis patients either to home modalities or to other in-center hemodialysis clinics and transfer current staff at Olney Dialysis to other centers no later than December 31, 2022.



**LEGEND**

- State
- Population
- 500,000+
- 100,000 to 499,999
- 50,000 to 99,999
- 10,000 to 49,999
- 1 to 10,000

0 4 8  
Miles

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**Section X, Safety Net Impact Statement**

1. This criterion is required for all substantive and discontinuation projects. DaVita Inc. and its affiliates are safety net providers of dialysis services to residents of the State of Illinois. DaVita is a leading provider of dialysis services in the United States and is committed to innovation, improving clinical outcomes, compassionate care, education and Kidney Smarting patients, and community outreach. A copy of DaVita's 2021 Community Care report, which details DaVita's commitment to quality, patient centric focus and community outreach is attached at Attachment – 38. As referenced in the report, DaVita led the industry in quality, with 96% of DaVita facilities scoring 3, 4, or 5 stars in CMS' Five Star Quality Rating System.

DaVita accepts and dialyzes Illinois patients with renal failure needing a regular course of hemodialysis without regard to race, color, national origin, gender, sexual orientation, age, religion, disability or payor source. Because of the life sustaining nature of dialysis, federal government guidelines define renal failure as a condition that qualifies an individual for Medicare benefits eligibility regardless of their age and subject to having met certain minimum eligibility requirements including having earned the necessary number of work credits. Indigent ESRD patients who are not eligible for Medicare and who are not covered by commercial insurance are typically eligible for Medicaid benefits. If there are gaps in coverage under these programs during coordination of benefits periods or prior to having qualified for program benefits, grants are available to these patients from both the American Kidney Foundation and the National Kidney Foundation. If none of these reimbursement mechanisms are available for a period of dialysis, financially needy patients who meet certain objective criteria for financial assistance and otherwise cooperate with DaVita to fulfill documentation requirements may qualify for assistance from DaVita in the form of free care.

A table showing the charity care and Medicaid care provided by the Applicants for the most recent three calendar years is provided below.

2. The discontinuation of Olney Dialysis will not impact the ability of other health care providers or health care systems to cross-subsidize safety net services. All patients of Olney Dialysis will either transition to home dialysis or transfer to other DaVita facilities in HSA 5.
3. The discontinuation of Olney Dialysis will not impact will not impact the remaining safety net providers in the community. DaVita is the sole in-center hemodialysis provider in the community. All patients of Olney Dialysis will either transition to home dialysis or transfer to other DaVita facilities.
4. A table showing the charity care and Medicaid care provided by the Applicants for the most recent three calendar years is provided below.

<b>Safety Net Information per PA 96-0031</b>			
<b>CHARITY CARE</b>			
	2019	2020	2021
<b>Charity (# of patients)</b>	149	106	75
<b>Charity (cost in dollars)</b>	\$3,509,730	\$2,635,936	\$1,247,774
<b>MEDICAID</b>			
	2019	2020	2021
<b>Medicaid (# of patients)</b>	277	258	231
<b>Medicaid (revenue)</b>	\$6,613,469	\$6,093,849	\$5,385,982

THE DAVITA® VISION FOR  
GLOBAL CITIZENSHIP

# Community Care 2021





## Introduction

Our focus on corporate citizenship and environmental, social and governance (ESG) issues has long been a differentiator for DaVita. For more than 16 years, our Trilogy of Care—Caring for Our Patients, Caring for Each Other, and Caring for Our World—has been at the heart of who we are and what we do. As the COVID-19 pandemic continued in 2021, this trilogy was more important than ever.

## Caring for Our Patients

DaVita is a comprehensive kidney care provider focused on transforming care delivery to improve quality of life for patients globally. We are one of the largest providers of kidney care services in the U.S. and have been a leader in clinical quality and innovation for more than 20 years. We work to help increase equitable access to care for patients at every stage and setting along their kidney health journey—from helping slow the progression of kidney disease to supporting transplantation, and from acute hospital care to dialysis at home.

## Caring for Each Other

Our teammates are at the heart of the care for our patients. Therefore, supporting our teammates and delivering what matters most to them is critical. We use a holistic approach to invest in our teammates across six key pillars: financial health; physical and emotional health; job flexibility; growth; connection and belonging; and purpose.

## Caring for Our World

We are committed to doing our part to support our local communities and to minimize our impact on our changing climate. Our science-based targets and 100% renewable energy goal are some of the ways we are bringing that commitment to life. Additionally, we want to give back to the communities where our teammates and patients live and work. Through our strategic giving focus areas, we have supported health equity initiatives through the American Diabetes Association as well as the National Kidney Foundation’s THE BIG ASK: THE BIG GIVE® program to promote living kidney transplantation.

Unless otherwise indicated, data in this report is as of December 31, 2021. View important information about our forward-looking statements [here](#).





## About This Report

As part of our commitment to corporate citizenship, in 2021, we announced a set of goals for 2025, organized around our key focus areas and inspired by our Trilogity of Care. We are continuing to build upon this ambitious foundation, to further our impact and increase our transparency in reporting our progress.

This report will cover our overall approach to ESG, governance, strategy, metrics and targets for how we measure our progress, including the Sustainability Accounting Standards Board (SASB) metrics and the Taskforce on Climate-Related Financial Disclosures (TCFD) framework.

## Report Contents

Our ESG  
Governance  
and Strategy

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2025 Goals

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Metrics and  
TCFD Report

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## Our ESG Governance and Strategy

We strive to be a community first and a company second, which is underscored by our deep rooted commitment to our ESG practices. Our ESG focus areas include how we care for our patients; how we support our teammates to grow and thrive in a workplace where everyone feels like they belong; and how we engage with our local communities and promote environmental stewardship.



## ESG Governance

The governance of ESG starts with the Board, and the responsibility permeates throughout the organization. The Nominating and Governance Committee of DaVita’s Board of Directors (the “Board”) oversees DaVita’s activities, policies and programs related to corporate environmental and social responsibility:

- Our management ESG Steering Committee regularly reports to the Nominating and Governance Committee and gives the full Board an ESG update on no less than an annual basis
- The management ESG Steering Committee provides guidance on strategy and disclosures for our ESG initiatives
- The committee is comprised of leaders from across the business who represent various perspectives and stakeholders, and its objective is to align ESG strategy across the Company

## ESG Strategy

Based on feedback from key stakeholders and the SASB recommended metrics for health care service providers, we have identified our key ESG issues and focus areas:



### Patient Care

- Quality of Care
- Patient Experience
- Patient Education
- Health Equity



### Teammate Engagement

- Diversity & Belonging
- Teammate Development
- The DaVita Way



### Environmental Stewardship

- Carbon Emissions Reduction
- Water & Waste Reduction



### Healthy Communities

- Charitable Giving
- Volunteerism



### Leading with Integrity & Accountability

- Compliance, Ethics & Governance
- Data Privacy
- Supply Chain






## 2025 ESG Goals

In 2021, we announced our goals in each of our five ESG focus areas for 2025, many of which are aspirational. The goals represent our ongoing commitment to meaningfully advancing corporate citizenship initiatives. In the process of setting these goals, we worked with key stakeholders across the company to determine objective metrics, leveraging external reporting frameworks, such as SASB, and science-based goals when possible. While we recognize that it may be difficult to achieve some of these aspirational goals during the timeframe, we believe there is value in striving for these goals. Please see below for a full update on our progress towards our ambitious goals.

### Alignment with Science Based Targets Initiative

We have received verification from the Science Based Targets initiative (SBTi) that our climate targets are in line with the scale of reductions required to keep global warming from rising more than 1.5 degrees Celsius from pre-industrial levels.

### 2021 Highlights

 <p>Patient Care</p>	<ul style="list-style-type: none"> <li>• ~217,000 COVID-19 vaccines and boosters administered to the dialysis community</li> <li>• ~15% of DaVita patients received convenient home dialysis treatments<sup>1</sup></li> <li>• 7,500+ DaVita patients received a kidney transplant</li> <li>• 30,000+ people participated in a Kidney Smart® class, a record-setting year of engagement for our kidney disease education program</li> </ul>
 <p>Teammate Engagement<sup>2</sup></p>	<ul style="list-style-type: none"> <li>• 84% of teammates are engaged based on our 2021 survey</li> <li>• 78% of U.S. teammates are women; 55% are people of color</li> <li>• 84% of teammates feel a sense of belonging within the DaVita community</li> <li>• 12,500+ teammates participated in a DaVita University professional development course</li> </ul>
 <p>Environmental Stewardship</p>	<ul style="list-style-type: none"> <li>• Our 2025 climate targets were approved by the Science Based Targets initiative</li> <li>• 100% of our U.S. operations are now powered by renewable energy via our virtual power purchase agreements</li> <li>• 750+ clinics received energy-efficient upgrades with LED lighting or building management systems</li> </ul>
 <p>Healthy Communities</p>	<ul style="list-style-type: none"> <li>• We launched a year-long pilot with the National Kidney Foundation's THE BIG ASK: THE BIG GIVE® platform to help improve health equity in transplantation</li> <li>• 37,000+ adults participated in Type 2 diabetes education through our support for the American Diabetes Association</li> <li>• \$15 million was deposited to HOPE Credit Union, which provides banking services and loans to underserved communities</li> <li>• More than \$910,000 was raised by Tour DaVita to benefit Bridge of Life, a nonprofit founded by DaVita with international programs supporting the prevention and treatment of chronic diseases</li> </ul>
 <p>Leading with Integrity &amp; Accountability</p>	<ul style="list-style-type: none"> <li>• We are one of 8% of companies in the S&amp;P 500 to have a woman serving as the independent Board Chair, and 100% of our Board committees were led by women or people of color<sup>3</sup></li> <li>• 99.7% of U.S. teammates and directors completed annual compliance training in 2021</li> </ul>

1. As of December 31, 2021 2. Teammate Engagement section data applies to US teammates as of December 31, 2021 3. As of December 31, 2021

## 2021 ESG Initiatives: Patient Care

### Patient Care

In 2021 and throughout the COVID-19 pandemic, DaVita continued its focus on delivering safe, high-quality care in an equitable way to all patients. We support patients across their entire kidney care journey, including: prevention, transition, treatment and transplant.

### Quality of Care

DaVita remained a clinical leader in the government’s two key performance programs, the Centers for Medicare & Medicaid Services’ (CMS) Five-Star Quality Rating System and the Quality Incentive Program (QIP) in 2021. To learn more about the ways DaVita provides quality care, visit **DaVita Better Care** today.

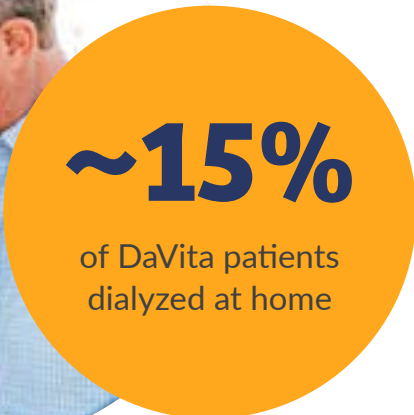
### Patient Experience

In addition to providing high-quality care, it is critical that patients feel cared about. One way to measure patient experience is through the Net Promoter Score (NPS), which measures a patient’s likelihood to recommend DaVita to others. Our most recent NPS of 57 for our dialysis patients demonstrates the care and support our patients feel and how that translates to advocacy. We strive to maintain an NPS above 50, which indicates excellence across industries.<sup>1</sup>

### Integrated Kidney Care

Through DaVita® Integrated Kidney Care (DaVita IKC), patients receive comprehensive care that goes beyond kidney care to cover comorbidities and overall health, from the early stages of chronic kidney disease (CKD) to end stage kidney disease (ESKD). Learn more about **DaVita IKC**.

As of December 31, 2021, DaVita IKC provided integrated care and disease management services to approximately **16,000** patients in risk-based integrated care arrangements and to an additional **7,000** patients in other integrated care arrangements.



### Home Dialysis

Dialyzing at home rather than in a dialysis clinic can be the optimal modality for many patients. In 2021, approximately 15% of our patients dialyzed at home.

DaVita expanded its home dialysis care program to include new technologies to enhance patient and physician experience, which is another important step forward to enable more patients to choose to treat their kidney failure at home and stay at home for as long as clinically possible.<sup>2</sup>

#### Read more about the benefits of home dialysis.

\* According to October 2020 data (for 2019 year) from the Centers for Medicare & Medicaid Services’ Five-Star Quality Rating System.

1. <https://www.qualtrics.com/experience-management/customer/good-net-promoter-score/>  
2. Statistics are as of December 31, 2021, and are for U.S.-based patients only. Modality selections and decisions related to a patient’s care are always made by the attending physician and patient, and provided pursuant to a physician’s order.

## Patient Education

Kidney Smart is a no-cost, comprehensive kidney education program offered online, over the phone, or in-person and open to anyone in the community. The program offers kidney health education and lifestyle recommendations to help at-risk individuals understand aspects of kidney disease and strategies to prevent progression of their kidney disease.

[Learn more.](#)

DaVita educated more than 30,000 new people in 2021 as part of our five-year goal to achieve 100,000 Kidney Smart participants.

## Kidney Transplantation

DaVita and the National Kidney Foundation (NKF) launched an innovative, yearlong pilot aimed at improving health equity in kidney transplantation with a newly-developed program within NKF's THE BIG ASK: THE BIG GIVE® platform.

DaVita's transplant education and support programs include Transplant Smart, a multi-media kidney transplant-specific education program about the transplant process and what to expect. DaVita also acquired MedSleuth, a transplant software company, to help improve the transplant experience.

# 7,500+

DaVita patients received a kidney transplant in 2021

## Health Equity

We strive to support equity at every step of the kidney care journey. CKD disproportionately affects communities of color and the disparity continues as patients advance through ESKD, consistent across the kidney care community. We are proud that our patients largely achieve equitable outcomes across key clinical metrics, including hospitalizations and infections, among others. Our goal is to reduce or eliminate health disparities, including within Home and Transplant.

[Learn more.](#)



Closed the COVID-19 vaccination gap for our Hispanic patients and improved the vaccination gap for our Black patients from 30% to 5% lower than vaccination rates for our White patients from March 2021 to January 2022. Our efforts focused on eliminating access barriers and a dedicated campaign addressing higher hesitancy for underrepresented groups.



Acquired MedSleuth. Its software helps to remove barriers to access, provides strong care coordination and supports patients through the transplant journey.



Launched a local partnership pilot to deliver culturally tailored education at a community level.



## 2021 ESG Initiatives: Teammate Engagement

### Teammate Engagement

To achieve our mission of being the Employer of Choice, we strive to:



Meet our teammates' basic needs to provide for themselves and their families. This means offering competitive compensation and benefits while also supporting teammates' physical and mental well-being and making work "work" for teammates.



Create an environment where teammates can thrive. This means creating opportunities for personal and career growth; it also means having relationships with managers and peers to help teammates feel like they belong.



Live our purpose: to give life.



### Diversity & Belonging ("D&B")

To realize our vision of "a diverse Village where everyone feels like they belong," we take a collaborative, leader-led and teammate-driven approach to building our D&B program. Four pillars comprise our strategy: Diversity, Belonging, Economic Mobility and Health Equity. Below is how we bring these to life.

For more information, visit [www.davitadiversityreport.com](http://www.davitadiversityreport.com).

#### Diversity

We strive to have strong representation of women and people of color in our Village by meeting or exceeding EEO-1 benchmarks for all levels. As of Dec. 31, 2021:

Our overall teammate population in the U.S. is comprised of:	Leaders with profit and loss responsibility are:	Operational managers who lead our dialysis centers are:	Our board of directors is comprised of:
<b>78%</b> women and <b>55%</b> people of color	<b>54%</b> women and <b>25%</b> people of color	<b>78%</b> women and <b>36%</b> people of color	<b>44%</b> women and <b>33%</b> people of color

## Diversity

With respect to Board leadership positions, as of December 31, 2021, we were one of 8% of companies in the S&P 500 to have a woman serving as the independent Board Chair, and 100% of our Board committees were led by women or people of color. To continue to strengthen representation, we:



Strive to have a diverse candidate slate and interview panel whenever possible for leadership (i.e., director or above) roles



Launched a new education series for managers on how to recognize and mitigate bias in hiring and performance review processes



Offer a wide range of development opportunities specific to women and people of color

## Belonging

We aspire to create a sense of belonging for all teammates, patients, physicians and care partners regardless of gender, race/ethnicity or any other factor. Last year we:



Maintained our best ever scores on belonging with 84% of teammates saying they feel like they belong



Launched our second Week of Belonging, engaging 69,000 global teammates in activities and education designed to further enhance a feeling of belonging



Introduced teammate resource groups, starting first with groups for Black, Asian and Pacific Islander and working-parent teammates

## Economic Mobility

We are committed to supporting teammates to increase their earnings potential through career development and educational opportunities. Last year, we:



Launched a new scholarship to support teammates of color to pursue their first undergraduate degree



Continued funding and academic support for teammates to get their nursing degree through our Bridge to Your Dreams program



Won a grant along with external higher education institutions to build out a seamless education-to-employment pathway for Colorado students

## Teammate Development

Many people join our Village as one of our more than 19,000 patient care technicians (PCTs) or 16,000 registered nurses (RNs). To help ensure that teammates have the support needed to succeed in their current roles, and grow their careers, we have invested in an end-to-end career development platform. It offers programs and initiatives that provide financial, academic and social support to our clinical and operations teammates to help achieve their higher education and leadership goals.

Beginning with programs that cover certification fees for PCTs; to coaching and tuition programs that help guide PCTs to becoming RNs; to programs that help develop high potential nurses, clinical coordinators and clinic nurse managers into operational managers; and ultimately to programs that prepare and coach operational managers for potential regional operations roles; our goal is to make resources available to teammates at each step of a possible career path.

## Clinical Ladders

In 2021, we launched our Clinical Ladders program, which sets clear competencies and milestones for teammates to achieve in each of the five clinical levels. This visibility empowers teammates to be in the driver's seat of their career and growth, providing the structure and transparency to grow their careers in our Village. Currently, one-third of our Village has fully adopted Clinical Ladders. We plan to bring Clinical Ladders to every PCT, licensed vocational nurse (LVN), licensed practical nurse (LPN), RN and Clinical Coordinator (CC) in the Village in 2022.

## Career Development

We also provide opportunities for teammates to grow their skills by enrolling in one of our many career development programs. These programs are designed to grow PCTs to RNs, RNs to operational managers, and operational managers to operational directors. For example, since the program launched, we have had more than 900 teammates enrolled in our Bridge to Your Dreams program, which supports high-performing teammates in their dream to pursue an associate's degree in nursing and become a DaVita nurse.

Additionally, in 2021, DaVita invested \$4.4M in tuition reimbursement, impacting approximately 1,800 teammates.

~64%

of Facility Administrators and managers have been promoted internally, as of December 31, 2021



## Personal and Professional Development

Through DaVita University (DVU), we offer personal and professional development programs for a variety of roles and teammate levels. All teammates have access to our proprietary suite of educational resources to explore various topics to further their learning and education. More than 12,500 teammates participated in personal and professional development in 2021, totaling 19,000+ DVU course completions.

### The DaVita Way

The DaVita Way is the foundation of our culture. It means that we care for each other with the same intensity with which we care for our patients. We believe that by caring for each other we can improve health care, grow leaders and make a real difference in the communities we serve.

One of the ways we measure teammates' experience with our culture is through our teammate engagement survey. In 2021, our teammate engagement score was 84%, which is consistent with our 2025 goal.

### Health and Wellness



In 2021, we doubled the number of We Are Well Award recipients. As part of this program, we invite our teammates to share their physical, emotional and financial wellbeing stories.



Teammates have free access to the Headspace application for digital meditation and mindfulness.



Project Reignite provides wellness activities for teammates relating to mindfulness, movement, nutrition and sleep.

### Support for our Teammates and Their Families



Throughout the pandemic, provided a variety of support programs for teammates, including emergency financial support, PTO policy updates and mental well-being resources.



Bright Horizons Care Advantage Family Care programs include backup childcare, access to college coaching, and support for parents of children with special needs.



DaVita Village Network (DVN) provides teammates financial assistance during times of hardship.



Additional Support: milk-delivery service for nursing moms, and a financial gift or additional paid leave for eligible parents upon the birth or adoption of a child.



## 2021 ESG Initiatives: Environmental Stewardship

### Commitment to 100% Renewable Energy

We reached a big milestone in 2021 when the Prospero II solar farm became operational, helping us achieve our 100% renewable energy goal for our U.S. locations. With this virtual power purchase agreement, our agreements to purchase energy from wind and solar farms now create as much clean energy annually as the amount of electricity we use in our U.S. operations.

### Energy Reduction

DaVita continued its progress on reducing emissions by completing 1100+ energy efficiency projects in 2021. These projects included LED lighting retrofits and installing Building Management Systems (BMS) and HVAC and water heater upgrades.

### Energy Efficiency Project Highlights

**2,200+**

centers with LED lighting to date,  
with 630 centers completed in 2021

**2,300+**

centers with BMS to date, with  
143 centers completed in 2021

### Water Reduction

DaVita maintained its focus on water reductions throughout our operations, including through a water optimization and Top Water Users targeted reduction program. DaVita saved more than 85 million gallons of water in 2021.<sup>1</sup>

1. Calculated based on gallons per treatment savings from clinics with water efficiency projects implemented

## Task Force on Climate-Related Financial Disclosures (TCFD)

We have prepared an inaugural TCFD report to disclose our actions around climate governance, strategy, risk management, and metrics and targets in-line with the recommendations of the TCFD.

### TCFD Executive Summary

DaVita recognizes our responsibility to be an active contributor to global climate efforts, including deep decarbonization and investments in the resiliency of our facilities and communities. We have prepared this TCFD report as part of a company-wide initiative to proactively assess, identify and manage climate-related risks and identify and pursue opportunities to improve operational resiliency.

<b>Governance</b>	<p>The Nominating and Governance Committee of DaVita’s Board of Directors (the “Board”) is responsible for oversight of ESG, including climate-related activities. The Board receives reports at least annually on the company’s ESG strategy activities. In addition, the Audit Committee of the Board reviews significant risk areas for DaVita, which may include climate-related risks to the extent material. Within management, the ESG Steering Committee oversees all climate-related activities underway within the Energy and Sustainability Department. DaVita’s Business Continuity (BC), Emergency Management (EM), and Facilities teams are responsible for the management of physical risks.</p>						
<b>Strategy</b>	<p>DaVita believes it is well positioned to manage through the energy transition necessary to meet global climate goals given that it has adopted approved science-based targets for its Scope 1, 2, and 3 Greenhouse Gas (GHG) emissions. Our emissions targets are in line with global commitments that are intended to help the world limit global warming to 1.5 degrees Celsius or less. Through a third party analysis, DaVita has identified important risks for management based on a portfolio risk assessment of our more than 2,800 U.S. and 300 international outpatient dialysis centers (as of 12/31/21) and key supply chain partners:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #003366; color: white;"> <th style="padding: 5px;">Time Horizon</th> <th style="padding: 5px;">Most Important Physical Risks for Active Management</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Short Term (0-2 years)</td> <td style="padding: 5px;">Flooding from extreme rain, coastal floods, and hurricanes; wildfires and air quality issues</td> </tr> <tr> <td style="padding: 5px;">Medium (2-10) and Long Term (10-30 years)</td> <td style="padding: 5px;">Acute: Extreme weather (e.g., wildfires) Chronic: Sea level rise/coastal flooding and heat waves</td> </tr> </tbody> </table>	Time Horizon	Most Important Physical Risks for Active Management	Short Term (0-2 years)	Flooding from extreme rain, coastal floods, and hurricanes; wildfires and air quality issues	Medium (2-10) and Long Term (10-30 years)	Acute: Extreme weather (e.g., wildfires) Chronic: Sea level rise/coastal flooding and heat waves
Time Horizon	Most Important Physical Risks for Active Management						
Short Term (0-2 years)	Flooding from extreme rain, coastal floods, and hurricanes; wildfires and air quality issues						
Medium (2-10) and Long Term (10-30 years)	Acute: Extreme weather (e.g., wildfires) Chronic: Sea level rise/coastal flooding and heat waves						
<b>Management</b>	<p>DaVita has been proactively managing and measuring GHG emissions for several years, and has management strategies and plans in place to help achieve our emissions reduction targets. Similarly, several years ago EM identified climate-related factors as emerging risks for management to monitor. EM works proactively on issues in the context of climate change, including mitigation of the impact of future emergencies such as water shortages, power outages, and high water events that may be increased in severity by climate change.</p> <p>DaVita uses findings of its climate-related risk assessments to help support active management of climate-related risks. For example, flooding from extreme rain, coastal floods, and hurricanes represents a short-term potential risk. Accordingly we plan to explore flood resilient design options for treatment centers, as well as lower cost interventions such as backflow prevention devices, to determine the effectiveness of these and other strategies. Proactive and comprehensive flood risk management can help reduce missed treatments during severe weather events and help to support continued care for our patients.</p>						
<b>Metrics and Targets</b>	<p>DaVita tracks several climate-related metrics and targets, including approved science-based targets. More detail is available in the metrics and targets section of this report.</p>						

See our SASB and TCFD data below for more information on our sustainability initiatives and data.

<sup>1</sup> <https://sciencebasedtargets.org/how-it-works>

## 2021 ESG Initiatives: Healthy Communities

### DaVita Giving Foundation

DaVita launched a new foundation in support of our ESG goals. DaVita Giving Foundation is a national, impact driven foundation focused in the areas of health care, social determinants of health, and kidney disease. The Foundation's giving will reinforce and align with DaVita's Core Values and ESG goals, driving the company's mission of being the Provider, Partner and Employer of Choice.

### DaVita Way of Giving

This charitable giving program directs donations to local nonprofits across the country, selected by our teammates. In 2021, DaVita Way of Giving made the following impact:

# 37,000+

adults were educated on how to thrive with Type 2 diabetes through the American Diabetes Association

# 75

students were supported in their post-secondary education efforts to become mental health professionals by The Quell Foundation

# 550+

children were supported with five years of evidence-based early literacy intervention through Reach Out and Read

### Bridge of Life

Bridge of Life (BOL), an independent 501(c)(3) public charity founded by DaVita Inc., is an international nonprofit organization working to strengthen health care globally through sustainable programs that prevent and treat chronic disease. They strive to empower local staff, community health workers and patients through training and education to make sustainable changes to health care.

Tour DaVita, our annual fundraising event, raised more than \$910,000 in 2021 to support Bridge of Life® initiatives.

In 2021, Bridge of Life:

1. Improved dialysis treatment and care for more than **690** dialysis patients, including **19** children in Guatemala who received AV fistula surgeries resulting in a better quality of life.
2. Trained more than **100** community health workers in five countries to support, treat and educate more than **1,000** people identified with hypertension and/or diabetes.
3. Increased the capacity of more than **300** clinicians and community health workers through comprehensive virtual trainings on kidney care, renal nutrition and COVID-19 prevention.
4. Equipped organizations around the world with clinical supplies, dialysis equipment and personal protective equipment (PPE) to help improve health services and outcomes.

### Minority Lending Initiative

In 2021, DaVita made a **\$15 million** Transformational Deposit (TD) into **HOPE Credit Union (HOPE)**, which provides banking services and loans to underserved communities. The investment will support home and small business ownership opportunities for thousands of residents historically lacking financial service access in the southeastern United States.

Through the TD Program, companies, organizations and individuals make very low-cost deposits in HOPE. HOPE, in turn, uses the deposits to advance small business and home ownership among people and communities of color and places facing economic distress. DaVita will donate the interest earned on the deposit back to HOPE to further support its impact lending.

### Volunteerism

Through our work with the American Diabetes Association (ADA), DaVita dietitians volunteered to review kidney-friendly recipes to share with ADA's online community. Teammates also have supported efforts to bend the curve in the fight to stop diabetes and kidney disease through awareness, prevention and management activities.

### 2021 ESG Initiatives: Leading with Integrity and Accountability

#### Leading with Integrity and Accountability

We are committed to doing the right thing and conducting our business activities in compliance with our policies and applicable laws and regulations. DaVita's compliance program follows our commitment to uphold our Mission and Core Values every day, in everything we do.

One key component of our compliance program is training. All teammates, guest teammates, medical directors, joint venture partners, select vendors and other third parties, as required by contractual obligation, must complete DaVita's compliance training every year. This training is a critical part of the foundation of our compliance program.

Additionally, in 2021 we surveyed our teammates to gather insight on their perceptions of our compliance program, culture and climate at DaVita. The results from this survey are being used to inform our actions moving forward and how we continuously strive toward creating a culture of compliance.

**Learn more about our code of conduct and commitment to compliance.**

**83,000+**  
hours of compliance related trainings completed by teammates in 2021





## External Recognition in 2021

**DJSI:** DaVita was recognized by the Dow Jones Sustainability World Index for its corporate responsibility initiatives and performance in regards to ESG practices. DaVita's score was in the top 5% in the Health Care Providers and Services category.

**CDP:** DaVita discloses its Climate Change and Water Security impact(s) through CDP, formerly known as the Carbon Disclosure Project, a global non-profit that runs the world's leading environmental disclosure platform. DaVita's climate change score of "B" is above average for the health care services industry and for all sectors.

**Black EOE Journal:** The Black EOE Journal (BEOEJ) included DaVita in their list of 2021 Top Diversity Employers. BEOEJ is one of the nation's fastest-growing magazines, promoting the advancement of African Americans in all aspects of business and employment to ensure equal opportunity.



**MLT Black Equity at Work Certification:** Management Leadership for Tomorrow's (MLT) Black Equity at Work Certification provides the roadmap and the recognition necessary to enable and encourage employers across America to pursue Black equity with the same rigor and results orientation as their pursuit of earnings and other key priorities. DaVita achieved "Plan Approved" status in 2021, becoming eligible to receive certification in late 2022.

**HRC Corporate Equality Index:** The Human Rights Campaign Foundation's Corporate Equality Index is the national benchmarking tool on corporate policies, practices and benefits pertinent to lesbian, gay, bisexual, transgender and queer employees. DaVita scored 85/100 points, acknowledging practices and policies to support belonging for LGBTQ teammates.

**Healthiest Workplaces in America:** DaVita was awarded the Healthiest 100 Workplaces in America award for the 2021 nomination period, signaling our commitment to employee health and wellbeing.

Our Performance

Progress Toward our 2025 Goals

Category	2025 Goal	2021 Progress
 <p><b>Patient Care</b></p> <p>Provide industry-leading care so that our patients can live their best lives</p>	Lead the industry in external quality ratings	96% of DaVita facilities were rated a 3-, 4-, or 5-Star clinic <sup>1</sup>
	25% of patients choose to dialyze at home <sup>2</sup>	~15% of patients are dialyzing at home as of December 31, 2021
	Achieve greater health equity for our patients	Meaningfully narrowed the COVID-19 vaccination gap; invested in understanding and reducing other disparities
	Patient Net Promoter score (NPS) of 50 or higher	NPS score of 57 from dialysis patients
	Educate more than 100,000 patients in a Kidney Smart class	30,000+ people attended a Kidney Smart class in 2021
<p>1. According to October 2020 data (for 2019 year), the most currently available data, from the Centers for Medicare &amp; Medicaid Services' Five-Star Quality Rating System 2. Modality selections and decisions related to a patient's care are always made by the attending nephrologist and patient, and provided pursuant to a physician's order.</p>		
 <p><b>Teammate Engagement</b></p> <p>Be recognized as a best-in-class employer of choice</p>	Teammate engagement score of 84% or higher	Our 2021 teammate engagement score was 84%
	Sustain equal pay for equal work	We continue to implement our policies and practices for assessing teammate performance and pay, and benchmarking appropriate compensation
	Meet or exceed EEO-1 benchmarks for all levels	We meet or exceed 64% of EEO-1 benchmarks <sup>1</sup>
<p>1. Data is aggregated and reported out to align with our organizational structure, where we create differentiation between managers and directors. We hold each of those populations to the same EEO-1 benchmark standard.</p>		



Category	2025 Goal	2021 Progress
 <p><b>Teammate Engagement</b></p> <p>Be recognized as a best-in-class employer of choice</p>	Provide learning and development programs to more than 95% of teammates each year	More than 95% of teammates attended a learning and development program through our online suite of courses
	Increase participation to 50% of teammates participating in health and well-being programming <sup>2</sup>	Approximately 20% of teammates participated in a health and well-being program in 2021
	Maintain focus and leadership on belonging	Our 2021 Belonging score was 84%, based on our 2021 teammate survey. Week of Belonging was held in November 2021

2. Goal adjusted from “double” to “increase” due to changes in how vendor data is reported. Our goal of 50% of teammates participating remains the same. Note: Data from Teammate Engagement section above includes U.S. teammates only

 <p><b>Environmental Stewardship</b></p> <p>Reduce our carbon footprint in alignment with Science-Based Targets</p>	100% powered by renewable energy globally <sup>1</sup>	54% powered by renewable energy globally for the full 2021 year. As of June 2021, the U.S. is 100% powered by renewable energy.
	Reduce carbon emissions by 50% <sup>2</sup>	45% reduction of scope 1 and 2 emissions, as of December 31, 2021
	Save 240 million gallons of water	More than 85 million gallons of water saved in 2021 <sup>3</sup>
	Implement recycling at 100% of U.S. facilities <sup>4</sup>	Recycling is implemented at more than 46% of our U.S. facilities <sup>5</sup>
	Vendors representing 70% of supply chain emissions set climate change goals	Vendors representing 2.3% of our scope 3 emissions have set a science-based targets
	Teammates to complete 70,000 Green Actions	5,000+ Green Actions were completed in 2021 <sup>6</sup>

1. Via on-site renewable energy and/or virtual Power Purchase Agreements  
 2. As compared to 2018 baseline  
 3. Calculated based on gallons per treatment savings from clinics with water efficiency projects implemented  
 4. Where local recycling is available and permitted at our premises  
 5. Includes domestic kidney care centers with confirmed recycling services  
 6. A Green Action is complete when any global teammate does something to improve the environment, reduce environmental impact, and/or learn something new or educate others about sustainability. 1 volunteer hour equates to 1 Green Action.



Category	2025 Goal	2021 Progress
 <p><b>Healthy Communities</b></p> <p>Spread ripples of citizen leadership throughout our local communities</p>	125,000 hours of volunteerism	8,900+ volunteer hours were completed in 2021
	Enhance our impact through strategic giving focus areas	DaVita Giving Foundation established to support strategic giving. The Foundation is a national, impact driven foundation focused in the areas of health care, social determinants of health and kidney disease.
 <p><b>Leading with Integrity and Accountability</b></p> <p>Do the right thing by operating from a foundation of compliance and ethics</p>	Ensure that compliance remains an enterprise priority by maintaining a strong culture of compliance <sup>1</sup>	We obtained external input to help ensure that our compliance program continues to evolve consistently with industry best practices, and conducted an enterprise-wide survey of our teammates about our culture of compliance. We continued robust communications, using more than 32 communications channels to reach our teammates regularly.
	Continue to ensure that TMs and directors complete compliance training and review code of conduct annually.	99.7 % of teammates and directors completed annual compliance training in 2021. 99.7% of teammates reviewed the code of conduct at least annually.
	Continue to ensure that new TMs complete compliance training and review code of conduct within 60 days of hire.	98.8% of new teammates completed compliance training within 60 days of hire. 99.0% of new teammates reviewed the code of conduct within 60 days of hire.
	Continue to ensure that all medical directors and joint venture partners receive annual compliance training.	96% of medical directors and joint venture partners completed annual compliance training.

1. New addition to 2025 goal list

The Sustainable Development Goals (SDGs) are a call for action by all countries to promote prosperity while protecting the planet. In 2015, all United Nations Member States adopted 17 goals as part of the 2030 Agenda for Sustainable Development, which sets out a 15-year plan to achieve the SDGs. As a global citizen, DaVita is committed to helping reach these goals. Our 2025 goals align with several of the SDGs, including Goal 3: Good Health and Well-Being, Goal 8: Decent Work and Economic Growth and Goal 13: Climate Action.

## ESG Data Tables—SASB Metrics and TCFD Report

## SASB Health Care Activity Metrics

DaVita (NYSE: DVA) is a comprehensive kidney care provider focused on transforming care to improve the quality of life for patients globally. The company is one of the largest providers of kidney care services in the U.S. and has been a leader in clinical quality and innovation for more than 20 years. DaVita is working to help increase equitable access to care for patients at every stage and setting along their kidney health journey—from slowing progression of kidney disease to streamlining the transplant process, from acute hospital care to dialysis at home. As of December 31, 2021, DaVita served approximately 203,100 patients at 2,815 outpatient dialysis centers in the U.S. The company operated an additional 339 outpatient dialysis centers in ten countries worldwide. DaVita has reduced hospitalizations, improved mortality and worked collaboratively to propel the kidney care community to adopt an equitable, high-quality standard of care for all patients, everywhere. To learn more, visit [DaVita.com/About](https://www.davita.com/about).

## About This Report

In addition to providing wide-ranging disclosure on our website regarding our approach to environmental, social and governance factors, we are providing the following disclosures, which are aligned with the SASB Health Care Delivery industry standard.

Unless otherwise indicated, the data included in this report is presented as of December 31, 2021 and refers to our U.S. operations. We undertake no obligation to update this information. More data can be found at [davitacommunitycare.com](https://www.davitacommunitycare.com).

## Caring for Our Patients

Quality of Care and Patient Satisfaction	2021 Data	SASB Code
Average Hospital Value-Based Purchasing Total Performance Score and domain score, across all facilities	Not applicable – DaVita provides dialysis and lab services, and is not a hospital	HC-DY-250a.1
Number of Serious Reportable Events (SREs) as defined by the National Quality Forum (NQF)	Not applicable – DaVita provides dialysis and lab services, and is not a hospital	HC-DY-250a.2
Hospital-Acquired Condition (HAC) Score per hospital	Not applicable – DaVita provides dialysis and lab services, and is not a hospital	HC-DY-250a.3
Excess readmission ration per hospital	Not applicable – DaVita provides dialysis and lab services, and is not a hospital	HC-DY-250a.4
Magnitude of readmissions payment adjustment as part of the Hospital Readmissions Reduction Program (HRRP)	Not applicable – DaVita provides dialysis and lab services, and is not a hospital	HC-DY-250a.5

DaVita remained a clinical leader in the government’s two key performance programs, the Centers for Medicare & Medicaid Services’ (CMS) Five-Star Quality Rating System and the Quality Incentive Program (QIP) in 2021.

**Five-Star Quality Rating System:** The Five-Star Quality Rating System is a mechanism created by CMS to give consumers access to clinical quality information and to help them make informed and educated decisions about where to receive dialysis care. These ratings are made up of two scores: the Quality of Patient Care Star Rating and the Patient Experience Rating.

**Quality of Patient Care Star Rating:** DaVita remains a clinical leader in quality of patient care.\* To learn more about the CMS’ Five-Star Quality Rating System, refer to these [frequently asked questions](#).

**Patient Experience Rating:** The Patient Experience Rating reflects patient experience scores from the CMS In-Center Hemodialysis Consumer Assessment of Healthcare Providers and Systems survey. The optional survey is given twice a year to eligible dialysis patients (patients who received in-center hemodialysis at the center for at least 3 consecutive months, are at least 18 years old, and are not living in a skilled nursing facility or other long-term facility such as a jail or prison). For a center to receive a Patient Experience Rating, at least 30 patients had to complete the survey over the course of the year. Only about half of the centers across the industry met the eligibility requirements to receive this rating.

96% of DaVita facilities scored 3, 4 or 5 stars in CMS’s Five Star Quality Rating System.\*

**Quality Incentive Program:** QIP is a pay-for-performance rating system also developed by CMS to encourage dialysis centers to meet or exceed certain performance standards. Centers that do not meet these standards are penalized between 0.5 percent and 2 percent on their Medicare reimbursement. DaVita centers outperform the industry in the top clinical performance tier.

We are an industry leader in the Quality Incentive Program (QIP), which promotes high quality services in outpatient dialysis facilities treating patients with ESRD.

To learn more about the ways DaVita provides quality care visit [DaVita Better Care](#) today.

\* According to October 2020 data (for 2019 year), the most recent available data, from the Centers for Medicare & Medicaid Services’ Five-Star Quality Rating System.

Access for Low Income Patients	2021 Data	SASB Code
Discussion of strategy to manage the mix of patient insurance status	See description below	HC-DY-240a.1
Amount of Medicare Disproportionate Share Hospital (DSH) adjustment payments received	Not applicable – DaVita provides dialysis and lab services, and is not a hospital	HC-DY-240a.2

DaVita aims to empower patients to make the insurance choice patients deem to be right for themselves by providing objective and fact-based education on available insurance options. While DaVita teammates do not make insurance recommendations to patients, DaVita social workers and insurance educators do provide patients with information, tools and resources to enable patients to conduct their own research and make well-informed insurance decisions.

**Providing care for uninsured patients:** Each year, thousands of individuals without health insurance receive dialysis care from DaVita. As a DaVita patient, these individuals receive in-depth information from DaVita social workers and insurance educators regarding all potentially available insurance options. Over 75% of these patients are able to subsequently secure health insurance coverage during their course of treatment at DaVita.

**Providing charity/indigent care programs:** Using consistent and well-established patient financial criteria, DaVita provides low-cost or no-cost care to patients who are unable to afford copays, coinsurance, or other insurance cost-sharing elements. Through DaVita’s “Patient Financial Evaluation” program, DaVita establishes affordable and consistent payment plans for patients.

**Helping connect patients with government and non-profit resources:** DaVita social workers and insurance educators help educate and connect patients with local, state, and national programs aimed at providing insurance education and support. These include organizations such as State Health Insurance Assistance Programs, the Social Security Administration, state Medicaid programs, insurance marketplaces, and charitable organizations. By doing so, patients are empowered to perform their own research into insurance plans and support programs that patients determine best meet their individual needs and preferences.

**Educating patients on available insurance options:** Depending on individual patient circumstances, patients may gain or lose eligibility for certain forms of insurance while receiving care at DaVita. For instance, most patients who do not already have Medicare become eligible for Medicare as dialysis patients. At times, patients may lose access to Medicaid or employment-based commercial insurance coverage. DaVita social workers and insurance educators follow consistent processes to ensure patients who gain or lose access to insurance during their course of treatment at DaVita receive timely information on available insurance options and actions to take if patients choose to enroll in new insurance.

Patient Privacy & Electronic Health Records	2021 Data	SASB Code
Percentage of patient records that are Electronic Health Records that meet “meaningful use” requirements	Not applicable for our dialysis services	HC-DY-230a.1
Description of policies and practices to secure customers’ protected health information (PHI) records and other personally identifiable information (PII)	DaVita has an overarching principles-based (see next section below) global enterprise privacy policy that governs DaVita’s collection, use, and sharing of employee, customer, and patient PII and PHI. DaVita also has privacy policies and procedures in place that flow from the enterprise privacy policy. These policies and procedures inform employees and contractors how to access, manage, and secure PII and PHI in compliance with DaVita’s standards and applicable laws. See below for more information	HC-DY-230a.2
1) Number of data breaches, (2) percentage involving (a) personally identifiable information (PII) only and (b) protected health information (PHI), (3) number of customers affected in each category, (a) PII only and (b) PHI	DaVita reports information regarding privacy or cybersecurity incidents to individuals and to state, federal and international data protection regulators as required by applicable laws	HC-DY-230a.3
Total amount of monetary losses as a result of legal proceedings associated with data security and privacy	DaVita reports information regarding privacy or cybersecurity incidents to state, federal, and international data protection regulators as required by applicable laws.	HC-DY-230a.4

## DaVita Privacy Principles

This Enterprise Privacy Policy sets the minimum standards for the handling of Personal Information (as defined therein) under DaVita's custody or control. DaVita has adopted the following privacy principles that guide our policies, procedures and practices:

**Accountability:** We define, document, communicate, and assign responsibility for our privacy and data protection policies and procedures. We provide regular training and education for our employees on relevant state and federal regulations including, but not limited to, HIPAA, GDPR, and CCPA.

**Notice:** We provide notice regarding our privacy practices and we identify the purposes for which Personal Information is collected, used, retained and disclosed.

**Choice and Consent:** We provide individuals with the opportunity to reasonably determine whether and how we use Personal Information, and with whom it can be disclosed. We describe the choices available to the individual, and where appropriate, we obtain implicit or explicit consent with respect to the collection, use and disclosure of Personal Information.

**Collection, Use & Disclosure:** We limit the collection, use and disclosure of Personal Information to that which is relevant for the purpose(s) provided.

**Data Retention and Disposal:** We retain Personal Information in accordance with DaVita's Records Retention Policy and Schedule. Personal Information is thereafter appropriately disposed of in accordance with our secure disposal procedures.

**Access & Correction:** We provide individuals with access to Personal Information about them for review, correction, or deletion, if inaccurate.

**Transfer & Disclosure to Third Parties:** We apply the Privacy Principles wherever Personal Information is transferred to, including across national borders, to third parties who support our business, and to partners with whom we do business.

**Security for Privacy:** We protect Personal Information against loss, misuse, or unauthorized access, use, disclosure, alteration, or destruction by using reasonable and appropriate technical, physical and administrative safeguards.

**Data Integrity:** We strive to ensure that Personal Information is accurate, complete and relevant for the purpose for which it is to be used.

**Monitoring and Enforcement:** We monitor, test, and remediate evidence of non-compliance with our privacy policies and procedures, and we follow documented procedures to address privacy- and security-related incidents, complaints and disputes.

## Additional Privacy & Data Security Information

**Information Security Policies and Systems Audit:** External independent audits are conducted at least once every two years.

**Governance:** One of the primary responsibilities of the **Audit Committee** is to oversee our policies and programs with respect to enterprise risk assessment and enterprise risk management, including the risks related to privacy and data security (including, for the avoidance of doubt, cybersecurity). Other cross-functional internal groups and committees assist and oversee in the governance of privacy and security practices at DaVita, such as DaVita's Enterprise Governance Committee (EGC), which is a cross-departmental forum that includes the Privacy, Information Security, Information Governance, and Enterprise Risk (Audit) functions. The EGC is focused on enterprise policies and governance, that helps manage risk by cascading new policies, among other things.

**Training:** All teammates (employees), including contractors, receive annual training on data security and privacy-related risks and procedures. All teammates are required to take an annual training on HIPAA best practices that tests their knowledge on safeguarding PHI in addition to other important aspects of the HIPAA Privacy and Security Rules. In addition, some teammates are required to participate in further trainings that cover general privacy awareness and principles. Training is mandatory for all new hires, and for teammates thereafter on an annual basis. Training completion is monitored and tracked for each teammate, and appropriate corrective action is taken if not completed.

Management of Controlled Substances	2021 Data	SASB Code
Description of policies and practices to manage the number of prescriptions issued for controlled substances	Not applicable – DaVita does not have controlled substances	HC-DY-260a.1
Percentage of controlled substance prescriptions written for which a prescription drug monitoring program (PDMP) database was queried	Not applicable – DaVita does not have controlled substances	HC-DY-260a.2
Pricing & Billing Transparency	2021 Data	SASB Code
Description of policies or initiatives to ensure that patients are adequately informed about price before undergoing a procedure	Billing and Insurance FAQs	HC-DY-270a.1
Discussion of how pricing information for services is made publicly available	Billing and Insurance FAQs	HC-DY-270a.2
Number of the entity’s 25 most common services for which pricing information is publicly available, percentage of total services performed (by volume) that these represent	Not applicable	HC-DY-270a.3
Fraud & Unnecessary Procedures	2021 Data	SASB Code
Total amount of monetary losses as a result of legal proceedings associated with Medicare and Medicaid Fraud under the False Claims Act	DaVita discloses all material settlements in its periodic and/or current reports, as applicable, which are required to be filed with the U.S. Securities and Exchange Commission under applicable rules and regulations. For the reporting period, DaVita did not incur material monetary losses as a result of legal proceedings associated with Medicare and Medicaid Fraud under the False Claims Act.	HC-DY-510a.1

Caring for Each Other

Employee Health and Safety	2021 Data		SASB Code
(1) Total recordable incident rate (TRIR) and (2) days away, restricted, or transferred (DART) rate	DaVita is not publicly reporting this information at this time		HC-DY-0320a.1
Employee Health and Safety	2020 Data	2021 Data	SASB Code
(1) Voluntary and (2) involuntary turnover rate for: (a) physicians, (b) non-physician health care practitioners, and (c.) all other employees	DaVita is not publicly reporting this information at this time		HC-DY-330a.1
Description of talent recruitment and retention efforts for health care practitioners	See our 10-K Human Capital Management section and our Community Care site “Caring for Each Other” page for more information, and metrics below.	See our 10-K Human Capital Management section and the Teammate Engagement section above and metrics below.	HC-DY-330a.2
Employee engagement scores	86% data coverage: 73% of U.S. teammates	84% data coverage: 71% of U.S. teammates	
Number of teammates who participated in a DaVita University development program	11,916	12,663	
Average training hours per employee	16.7 hours	24.7 hours	
Number of new employee hires	13,800	17,900	
Diversity and Belonging	2021 Data		SASB Code
EEO-1 Report	<a href="#">Link</a>		

Learn more information about our commitment to Diversity and Belonging [here](#).

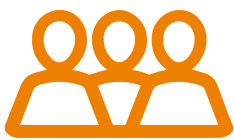
## Teammate Benefits and Wellness Programs

To help our teammates reach their full potential, we offer a total rewards package. More than just pay, our comprehensive compensation package connects teammates to robust health care coverage, resources for retirement planning and savings, opportunities for career development, and well-being resources for every stage of life.

To support our teammates in maintaining strong physical and mental health, we offer a variety of physical and mental health benefits programs, including, among other things:

- **Teammate Assistance Program** that offers counseling sessions annually to all teammates and their household members, along with work/life resources and tools that include telephonic or face-to-face legal consultation and expert financial planning/consultation and referrals on everyday issues such as dependent care, auto repair, pet care and home improvement.
- Free access to **Headspace** application for digital meditation and mindfulness.
- **Vitality Points**, a voluntary wellness incentive program that allows participating teammates and spouses/domestic partners to earn credits toward their medical premium for getting a biometric screening and engaging in healthy actions should they not meet certain health targets.
- **Short & Long term disability** for full time and part time teammates and Life/AD&D coverage at both the basic and supplemental levels.
- Our **DaVita Village Network**, which provides teammate-funded financial support to eligible teammates experiencing a specific tragedy or hardship and helps cover additional costs that local fundraising and insurance do not fully cover.
- Dependent upon position and at the discretion of the supervisor, we may offer flexible work schedules and telecommuting options among others.

To support our teammates and their families, we also offer a variety of other benefits, including:



Family support programs that include family care programs for back-up child and elder care through our partnership with Bright Horizons. Teammates can use one of our contracted network providers and are offered 10 days of back-up care, per family, in a calendar year. The back-up care program includes using Bright Horizons centers or having a caregiver come to a teammate's home. DaVita also offers ongoing care discounts of 10%-20% at selected providers.



Parental leave programs: In addition to FMLA, teammates can receive six weeks paid leave at 60% (up to \$1000 a week) or benefits eligible teammates can choose to receive a \$2,500 cash gift instead of taking leave. The leave can be taken intermittently in one week increments if the manager approves and teammates can choose to supplement PTO up to 100% of pay.



Additional family support programs include: access to educational and financial advising for teammates' children heading to college through College Coach, support for parents to assist them with a range of educational, developmental and social challenges, and Milk Stork, a milk-delivery service for nursing moms who travel for work.



## Caring for Our World

Energy Management	2020 Data	2021 Data	SASB Code
Total Energy Consumed (MWh)	923,293	955,204 Data coverage: 72% of global operations	HC-DY-130a.1
MWh from non-renewable sources	783,091	623,118	
MWh from fuel	309,588	341,700	
MWh from purchased or acquired electricity	612,962	612,761	
Percentage of total energy from renewable sources	15%	35%	
Percentage grid electricity	66%	64%	
Waste Management	2020 Data	2021 Data	SASB Code
Total amount of medical waste	71,395,201 lbs.	68,897,371 lbs.	HC-DY-150a.1
% medical waste incinerated	4%	4%	
% medical waste recycled or treated	0%	0%	
% medical waste landfilled	96%	96%	
Total amount of hazardous pharmaceutical waste	397 lbs.	82 lbs.	HC-DY-150a.2
Total amount of non-hazardous pharmaceutical waste	5,363 lbs.	2,741 lbs.	
% pharmaceutical waste incinerated	100%	100%	
% pharmaceutical waste recycled/treated	0%	0%	
% pharmaceutical waste landfilled	0%	0%	
Total waste output*	110,052 short tons *Data coverage: 60% of U.S. operations	111,637 short tons *Data coverage: 74% of U.S. operations	
Water Management	2020 Data	2021 Data	SASB Code
Total water withdrawals (megaliters)	4,976,152,751 gal 22,622 megaliters	4,745,052,455 gal 17,960 megaliters	

Greenhouse Gas Emissions	2020 Data	2021 Data	SASB Code
Scope 1 emissions (metric tons of CO2 equivalents)	60,753	66,959	HC-DY-130a.1
Scope 2 emissions (metric tons of CO2 equivalents)	Location-based: 229,252 Market-based: 161,076	Location-based: 217, 975 Market-based: 110, 687	
Scope 3 emissions (metric tons of CO2 equivalents)	1,316,324	1,303, 046	
Climate Change Impacts on Human Health & Infrastructure	2020-2021 Data		SASB Code
Description of policies and practices to address: (1) the physical risks due to an increased frequency and intensity of extreme weather events and (2) changes in the morbidity and mortality rates of illnesses and diseases, associated with climate change	See description below and our CDP response for more information.		HC-DY-450a.1
Percentage of health care facilities that comply with the Centers for Medicare and Medicaid Services (CMS) Emergency Preparedness Rules	100%*		HC-DY-450a.2

DaVita Emergency Management assists with emergency preparedness and emergency response for the enterprise. DaVita Emergency Management works with facilities and employees to develop and test emergency plans, and provide support, as needed, during an emergency event. DaVita Emergency Management works to ensure that DaVita’s facilities and employees are prepared to operate in a number of situations and takes an all hazards approach. Maintaining continuity of care for the patients is vital.

Many of DaVita’s services are essential, including dialysis, which is a life-sustaining treatment for patients experiencing ESKD. As such, DaVita works to mitigate risks that may cause a disruption or delay in this treatment. As the climate changes and community tensions and unrest become more prolific, DaVita Emergency Management will continue to work to improve DaVita’s vulnerability and response to hazards.

**DaVita Emergency Management’s primary objectives include:**

- Emergency planning by identifying and mitigating our vulnerability to hazards
- Preparedness through comprehensive policy and procedures, training, and tools
- Providing integrated and coordinated response to emergency and disaster situations maintaining continuity of care for our patients
- Long-term recovery of services by working to restore normalcy and addressing the needs of our teammates, patients and community

\*Based on 2020 data

DaVita Emergency Management authors and manages policies and procedures around hazards that are environmental, technological, and human-made. These include events that may create a disruption in dialysis treatment services, such as severe weather, wildfires, civil unrest, public health emergencies, utility shutdowns, and community infrastructure failure.

DaVita Emergency Management utilizes an integrated response to events and carefully coordinates patient care when significant events occur. In addition to event response, DaVita Emergency Management works to test and train DaVita's care providers. This includes:

- Developing training programs that result in demonstrated knowledge of emergency procedures
- Implementing drills and exercises to test emergency plans. These are facility specific as well as multi-agency, multijurisdictional, and multidisciplinary exercises.

### Description of Selected Policies and Internal Resources:

**Facility Emergency Management Plan (EMP):** This plan outlines the governing mechanisms required to establish and maintain a facility specific emergency management plan designed to manage the consequences of emergencies and disasters, including extreme weather events that may disrupt the facility's ability to provide care.

**Facility Hazard Vulnerability Analysis Tool:** This tool is a needs assessment that identifies any potential hazards that may affect the operation of the facility and surrounding community, including extreme weather events. The tool is reviewed and updated annually by a location's facility administrator.

**Scenario Exercise Templates:** These exercises assess the effectiveness of the facility EMP conducted as a full-scale exercise with local emergency management agency that is community-based. Exercise scenarios include extreme weather events.

**Facility Emergency Preparedness Checklist:** Step-by-step guide to help facilities align practices with the CMS Emergency Preparedness Rules. Includes an overview of available policies and resources for centers.

**Facility Incident Management Tool:** This tool is a compendium of role specific checklists for multiple hazards, including severe weather related events. It includes copies of various health and safety policies and procedures, emergency response flowcharts, and plans to address the treatment of patients in an emergency.

More details on our environmental disclosures can be found in our public [CDP response](#).

## TCFD Report

### About This Report

DaVita has prepared this report to disclose its actions around climate governance, strategy, risk management, and metrics and targets in line with the recommendations of the Task Force on Climate-related Financial Disclosures (TCFD). This inaugural TCFD report includes results of DaVita's geographic risk screening exercise against physical and transition risks to our global outpatient dialysis centers and key suppliers. DaVita has approved science-based targets to ensure that our GHG emissions reductions targets are in line with global commitments to help the world's efforts to limit global warming to 1.5 degrees Celsius or less.

### Governance

Disclose the organization's governance around climate-related risks and opportunities.

#### ***A. Describe the Board's oversight of climate-related risks and opportunities.***

DaVita is committed to elevating the health and quality of life of patients around the world. Many of DaVita's services are essential, including dialysis, which is a life-sustaining treatment for patients experiencing End Stage Kidney Disease (ESKD). As such, DaVita works to mitigate risks that may cause a disruption or delay in this treatment. The Nominating and Governance Committee of the Board reviews and oversees DaVita's activities, policies and programs related to environmental sustainability and governance matters, including climate-related risks and opportunities. In addition, the Audit Committee of the Board reviews significant risk areas for DaVita, which may include climate-related risks to the extent material. The management Environmental, Social and Governance (ESG) Steering Committee regularly reports to the Nominating and Governance Committee and gives the full Board an ESG update at least annually. Management also reports on enterprise risks to the Audit Committee on a quarterly basis, and to the full Board annually. Management periodically updates the Audit Committee on the process for ESG-related public reporting, including reporting controls.

#### ***B. Describe management's role in assessing and managing climate-related risks and opportunities.***

The management ESG Steering Committee provides guidance on strategies and disclosures for our ESG initiatives. The committee is comprised of leaders across the business to represent various perspectives and stakeholders, and aligns strategies across the company.

DaVita's energy and sustainability department oversees DaVita's environmental goals and the strategies and initiatives implemented in conjunction with many other teams, including Facilities, Biomedical, Construction and Design and others. This includes management of climate-related risks and opportunities. We have established two key performance indicators for 2025 that are verified science-based targets, in addition to a goal to be 100% powered by renewable energy, including through the use of virtual power purchase agreements. Progress against these targets, along with full accounting of Scope 1, 2, and 3 emissions, is reported within our ESG report and to the Carbon Disclosure Project (CDP) annually. Members of our energy and sustainability department prepare and provide project updates, goal progress measurement, and other relevant information to be reviewed by the Board. The Executive Sponsor of the ESG Steering Committee presents information gathered by the energy and sustainability department to the Board.

DaVita's Business Continuity (BC), Emergency Management (EM), and Facilities teams are responsible for the management of physical risks across DaVita's outpatient centers.

## Strategy

Disclose the actual and potential impacts of climate-related risks and opportunities on the organization's businesses, strategy, and financial planning.

### ***A. Describe the climate-related risks and opportunities the organization has identified over the short, medium, and long term.***

The DaVita management teams described above have identified several climate-related risks and opportunities for the company, including through the third party analysis and assessment described herein. Climate and weather-related physical stresses on facilities and infrastructure are growing as the world continues to exhibit the growing impact of climate change; if not properly managed, these stresses may impact DaVita's ability to consistently deliver quality patient care. Further, heat-related illnesses may impact DaVita's patients in the long term. Finally, we recognize the risk of social unrest and disruption as a potential impact of climate change that may affect business operations and work to develop emergency management plans for such events.

DaVita believes that the energy transition necessary to achieve global climate goals represents an opportunity for the business. We have set a goal to transition our facilities to 100% renewable energy by 2025 and already completed said transition for facilities located in the United States ("U.S.") in 2021. In 2021 DaVita U.S. reached its goal to be 100% powered by renewable energy. Through a virtual power purchase agreement, our agreements to purchase energy from wind and solar farms now create as much clean energy annually as the amount of electricity we use in our U.S. operations. DaVita aims to accomplish 100% renewable energy procurement at all facilities worldwide by 2025.

For the purposes of this TCFD assessment, DaVita defines the short term as the next 24 months; medium term as 2-10 years from now; and long-term as 10-30 years from now. Business planning horizons beyond 10 years are more challenging to forecast for DaVita given the difficulty of planning for unknown market, health, and regulatory environments. As such, we focused our first assessment of risks and opportunities on targeted geographic screening of assets and supply chain against physical and transition risks, knowing that the existing trajectory of physical climate impacts is largely locked in for the next 20-30 years regardless of global emissions scenarios.

Over the short term, DaVita's most important climate-related risks include, among others:

1. Acute physical risks: flood impacts from extreme rain, coastal flooding, and hurricanes may impact the operations of or access to our centers, the operations of our clinical laboratory or the operations of our central business offices. Wildfires and the resulting air quality issues may also impact our operations. The potential consequence associated with impacts from these risks is expected to grow over time.
2. Regulatory transition risks: almost half of our U.S. locations are located in a state or city with local GHG reduction or renewable energy goals; and over half of international locations are in countries with ambitious national GHG reduction targets. Therefore, our portfolio is highly exposed to existing and future GHG regulations, which we expect will increase costs on businesses without stated and effective GHG management programs.

In the medium and long term, DaVita's most important climate-related risks for active management include, among others:

1. Acute physical risks: as the effects of climate change continue to grow, DaVita's exposure to the acute physical risks described in the short term will expand across its locations. The cumulative impact of repetitive damage may start to influence patient behavior and demographics (through climate-related migration and other factors) and may impact our ability to deliver services effectively. The growing prevalence of extreme weather events will likely place additional strain on electric power grids and physical infrastructure, disrupting the delivery of

power, water, and sanitation to our locations. We expect that weather events such as hurricanes and wildfires will manifest in locations where risk to these hazards was historically low and there may not be sufficient capabilities or infrastructure to withstand the impact of such hazards.

2. Chronic physical risks: While we consider acute physical risks to be the “shocks” of anticipated extreme weather, chronic physical risks represent stressors to the system over time. In particular, extreme heat and sea level rise represent important chronic physical risks to DaVita. According to the National Institutes of Health, extreme heat may accelerate patient comorbidities due to the effects of heat stress, which may be a particular concern for dialysis patients. While DaVita’s locations are largely unexposed to coastal flood hazards today, expected sea level rise will change this picture in the future. Daily tidal flooding in coastal areas will likely reduce the ability for patients to reach DaVita locations, even in DaVita’s physical locations that are less exposed to this risk.

DaVita’s climate-related opportunities align with our long-standing commitment to our Trilogy of Care: caring for our patients, each other and the world, and represent an area of strength for the company. DaVita has identified two areas of climate-related opportunity, among others:

1. Emissions Reduction Activities: Reduce GHG emissions consistent with approved science-based targets; specifically, reducing 50% of operational emissions and ensuring that supply chain partners representing 70% of Scope 3 emissions set climate change goals by 2025. These commitments could help the world limit warming to 1.5 degrees Celsius.

2. Facility Resilience: Through ongoing evaluation of climate-related risks to our facilities, DaVita is positioned to improve continuity of care through better informed emergency and risk management and investments in resiliency. In the past year, DaVita has experienced impacts to our facilities primarily driven by extreme rain events, which overwhelm local stormwater systems and cause flooding within facilities. Using the results of the facility climate risk assessment, EM and DaVita will determine how best to align operational protocols and facility capital improvements in order to help mitigate identified vulnerabilities.

***B. Describe the impact of climate-related risks and opportunities on the organization’s businesses, strategy, and financial planning.***

To date, acute physical risks such as flooding from extreme rain have resulted in facility damage and business interruption costs for DaVita. When extreme rain events or hurricanes damage and flood our facilities, resulting facility downtime may impact the ability for patients to receive treatments. If there is limited ability to accommodate patients at other facilities or through home dialysis programs, the increased frequency of flood events could result in diminished health outcomes for patients and adverse financial impacts for DaVita. Based on current estimates, we do not expect the costs of potential facility damage and missed treatments resulting from flooding from extreme rain events and hurricanes to have a material adverse effect on DaVita’s business, financial condition, results of operation or cash flows over the next five years.

We see opportunities in addressing transition risks and reducing our global emissions footprint. GHG emissions reduction projects reduce the organization’s exposure to fluctuations in the costs and availability of fossil fuels. Further, there are opportunities to enhance our operational resiliency as we help to ensure that supply chain partners are managing their own risk exposure to help prevent future supply chain disruptions. These and other risks associated with delivery of essential medical supplies are considered in our procurement strategy: our procurement team evaluates a vendor’s ability to provide medical supplies in a range of situations with climate-related risks, including pandemics exacerbated by climate change and severe weather events. Our procurement team works closely with EM to help ensure that supplies are available for centers effected by severe weather events including flooding, fires, and severe storms.

We have evaluated climate-related impacts for key suppliers to determine where we may need to build additional redundancy in our supply chain going forward. The COVID-19 pandemic has caused unprecedented challenges to supply chains. While many global supply chain challenges can be linked to the COVID-19 pandemic, others result from acute or chronic physical impacts such as winter storms, extreme rain and flood events, and tornadoes, among other things. We are assessing ways to build redundancy in our supply chain to help prepare for extreme weather events. In addition, we are working towards having suppliers representing 70% of our scope 3 emissions have also set GHG emissions targets. This goal is part of our approved science-based target and represents an opportunity for DaVita and its suppliers to be market leaders and help ensure that our strategy is resilient against future regulations and evolving market expectations.

We believe that other identified potential financial impacts resulting from climate change are of lesser magnitude at this point in time, but include, among others:

- Increasing water costs due to water stress and drought; and
- Increased supplier costs due to carbon taxes such as the EU carbon border tax on incoming supplies.

### Managing Climate Change Risk

Disclose how the organization identifies, assesses, and manages climate-related risks.

#### A. Describe the organization’s processes for identifying and assessing climate-related risks.

DaVita engaged a third party to conduct a risk assessment of over 2,800 U.S. and 300 international outpatient dialysis centers and key supply chain partners. The third party assessed each DaVita asset against existing physical risks, including water stress, riverine/inland flooding, coastal flooding, and other extreme weather events such as heat and cold waves. The third party also analyzed all locations for regulatory transition risks related to GHG reduction commitments (including local net-zero targets) as well as carbon pricing regimes. Finally, DaVita evaluated the relative importance of the risk findings by assessing past consequences from various risks and forecasted the potential financial impacts of physical and transition risks on our enterprise.

A summary of our estimated short term exposure to physical risks is below, as a percentage of patient treatment centers exposed to each risk:

Risk	US sites exposed	Intl sites exposed
Tornadoes	33%	N/A (not in scope)
Heat Waves	18%	
Riverine and Inland Flooding	13%	3%
Coastal Floods and Hurricanes	9%	1%
Cold Waves	7%	N/A (not in scope)
Wildfires	2%	
Drought/Water Stress	1%	10%

While we believe that it is important for our facilities to be aware of their individual physical risk exposure and plan accordingly, we assign relative importance to each risk based on known past facility impacts, which is how we determined the most important potential risks for active management, detailed below.

Time Horizon	US sites exposed
Short Term	Flooding from extreme rain, coastal floods, and hurricanes; wildfires and air quality issues
Medium and Long Term	Acute: Extreme weather (e.g., wildfires) Chronic: Sea level rise/coastal flooding and heat waves

In addition to the geographic risk screening, DaVita conducted a qualitative assessment of three climate scenarios based on the Intergovernmental Panel on Climate Change’s (IPCC) Fifth Assessment Report:

1. (IPCC) Representative Concentration Pathway (RCP) 2.6: in this scenario, countries and organizations deliver on ambitious emissions reduction commitments to keep global warming well below 2 degrees Celsius by 2100. We believe that we are well-positioned for this scenario given our robust, science-based GHG reduction goals that are consistent with this global outcome. However, the physical risks that we face today will continue to increase even under the most ambitious IPCC scenario and we expect that we will need to continue to invest in risk mitigation measures for our outpatient facilities.
2. IPCC RCP 4.5: in this scenario, a transition to a lower-carbon economy is delayed and global warming is limited to between 2 and 3 degrees Celsius by 2100. DaVita’s GHG targets position us as a “first mover” in this scenario. In this scenario, physical risks significantly increase over time for DaVita, with more locations becoming susceptible to the impacts of heat waves, cold waves, and hurricanes. We believe that we will need to increase resiliency investments in this scenario, particularly in flood prevention and the installation of backup power.
3. IPCC RCP 8.5: in this scenario, a “hot house world” is realized as countries and organizations continue the status quo; emission reduction targets are not realized and global warming reaches 4-5 degrees Celsius by 2100. According to the IPCC, this level of warming will have disastrous consequences for sea level rise and severely impact agricultural productivity, water availability, wildfires, and flooding. In this scenario, it is possible that we will need to consider human migration patterns and ultimately divest the riskiest assets that sustain repeated damage. In this high-emissions world, we expect that companies that have reduced their emissions will continue to reap reputational benefits from emissions reduction activities, even if those benefits are not matched by changes in the regulatory landscape. In this scenario, the physical risk consequences play out.

**B. Describe the organization’s processes for managing climate-related risks.**

We believe that it is important to leverage existing programs and new strategies to manage our most important climate-related risks.

**Transition risks:** We believe that our existing emissions reduction strategies and approved science-based targets position us well to manage transition risks across our physical asset portfolio and our supplier base. We expect that our investments in renewable energy, building efficiency, and process improvements will help us achieve our targets, and our robust supplier engagement programs will help our partners establish and achieve their emissions reduction targets.

**Physical risks:** DaVita’s Business Continuity (BC), Emergency Management (EM), and Facilities teams are responsible for the management of physical risks across DaVita’s outpatient centers. These teams’ deep engagement across our facilities has helped DaVita mitigate physical risks at treatment centers and provide continuity of care for years. BC considers climate-related vulnerabilities at each facility and has robust community partnerships in place with local



Emergency Operations Centers (EOCs) to prepare for acute and chronic physical risks. The BC Steering Committee, led by the BC team and comprised of senior leaders, including the GVP of Real Estate, Development and Facilities, reviews risk assessments and incorporates the findings into operational plans as appropriate.

We expect that our existing programs to mitigate climate-related risks will continue to evolve. Informed by our risk assessment, we are evaluating potential areas for engagement between 2022 and 2025. We believe that potential facility damage and disruption from flooding and other extreme weather events is one of DaVita's most important physical risks in the short term. We plan to explore the effectiveness of potential mitigation measures at facilities identified as having higher risk exposure from extreme weather. The primary goal of physical risk mitigation will be to reduce facility downtime and increase the resiliency of our treatment centers.

***C. Describe how processes for identifying, assessing and managing climate-related risks are integrated into the organization's overall risk management.***

A review conducted by the Centers for Disease Control and Prevention (CDC) in 2020 concluded that climate-related events such as loss of electricity and clean water, blocked roads, and mass evacuations could lead to the closure of dialysis centers and missed dialysis sessions. Studies cited by the CDC noted that missed or delayed dialysis sessions have been linked to increased hospitalizations and mortality for dialysis patients. As a result, climate-related risks are part of our broader risk management strategy.

BC is aligned with our Enterprise Risk Services (ERS) team on assessing supply chain risk and business continuity plans for various departments. Additionally, BC provides periodic updates to the Audit Committee of the Board on Business Continuity no less than once annually.

To help mitigate physical climate risks, BC assists with emergency preparedness and emergency response for the enterprise. We work with every facility to develop and test emergency plans and provide support as needed during a real event. We develop an integrated response to potential hazards and carefully coordinate patient care when significant events occur. In addition to event response, DaVita BC works to test and train DaVita's care providers. This includes: developing training programs that result in demonstrated knowledge of emergency procedures and implementing drills and exercises to test emergency plans. Risks related to climate and weather are identified and assessed before developing and stress testing these plans and procedures.

BC works proactively on issues in the context of climate change, working to mitigate the impact of potential future emergencies such as water shortages, power outages, and high water events that may be increased in severity by climate change. We also engage local emergency operations centers (EOC's) and public health agencies across the United States with the goal of creating a more resilient healthcare community and being proactive in identifying disasters risks across the U.S.

Leadership in BC and the ESG Steering Committee also coordinate with DaVita's Enterprise Risk Management (ERM) and management Disclosure Committee to incorporate ESG related issues, including climate change, into DaVita's broader ERM and corporate disclosure processes, respectively.

## Metrics and Targets

Disclose the metrics and targets used to assess and manage relevant climate-related risks and opportunities.

***A. Disclose the metrics used by the organization to assess climate-related risks and opportunities in line with its strategy and risk management process.***

DaVita produces an annual ESG report which details the climate-related metrics in use by the organization. DaVita finds the following metrics to be the most useful in driving meaningful organizational climate-related action:

Indicator	Metrics Tracked	2021 KPIs
GHG Emissions	Absolute Scope 1, 2, and 3 emissions	Detailed in (b) below
Transition Risks	Facilities in jurisdictions with carbon taxes proposed or in place, national or local GHG reduction targets, and jurisdictions with other GHG regulations in place.	<ul style="list-style-type: none"> <li>• 38% of US locations in city or state with net-zero emissions target or 100% clean electricity target</li> <li>• 55% of international locations in countries with existing or expected GHG regulations</li> </ul>
Physical Risks	<ul style="list-style-type: none"> <li>• % of facilities exposed to: water stress, extreme weather, coastal flooding, and inland flooding (for international locations); drought, coastal flooding, inland flooding, hurricanes, tornadoes, cold waves, heat waves, and wildfires (US locations)</li> <li>• Most important risks to operations - which risks DaVita will actively manage.</li> </ul>	Results summarized in “managing climate risk”
Remuneration	Climate-related factors that contribute to the Short Term Incentive pay structure for Named Executive Officers	DaVita’s Named Executive Officers, Group Vice President of Real Estate, Development and Facilities, and Senior Director of Energy and Sustainability are incentivized financially, and through recognition, to meet or exceed certain environmental KPIs and targets. Depending on the executive, this can include the enterprise’s 2025 environmental goals, progress towards our science-based targets, and/or various projects that target resource use and waste output reduction, for example.

Indicator	Metrics Tracked	2021 KPIs
Climate-Related Opportunities	<p>Percentage of renewable electricity across its operations in service of its 100% renewable 2025 goal.</p> <p>Reduce carbon emissions by 50% through initiatives such as:</p> <ul style="list-style-type: none"> <li>• Onsite renewable energy projects</li> <li>• Install electric vehicle charging stations at business offices</li> <li>• Pursue LEED certification for offices where possible</li> </ul>	<p>DaVita’s U.S. locations are now powered by 100% renewable energy, through the use of virtual power purchase agreements, among other things.</p> <p><b>Energy Efficiency Project Highlights in 2021</b></p> <ul style="list-style-type: none"> <li>• 615 clinics with LED upgrades</li> <li>• 128 clinics with Building Management Systems (BMS)</li> <li>• 15 clinics with both upgrades</li> </ul>

**B. Disclose Scope 1, Scope 2 and, if appropriate, Scope 3 greenhouse gas (GHG) emissions and the related risks.**

Greenhouse Gas Emissions (metric tons of CO2 equivalents)	2020 Data	2021 Data	% Change
Scope 1 emissions	60,753	66,959	+10%
Scope 2 emissions	Location-based: 229,252 Market-based: 161,076	Location-based: 217, 975 Market-based: 110, 687	-5% -31%
Scope 3 emissions	1,316,324	1,303, 046	-1%
Scope 1+2: Emissions per treatment	0.009	0.008 mtCO2e/tx (LB) 0.005 mtCO2e/tx (MB)	-11% -44%

Discussion of the opportunities and risks associated with our GHG emissions is included in the Strategy and Management sections of this disclosure.

**C. Describe the targets used by the organization to manage climate-related risks and opportunities and performance against targets.**

DaVita has approved science-based targets to help reduce organizational emissions 50% by 2025 and to help ensure that suppliers representing 70% of scope 3 emissions have also set targets.

2025 Goal	2021 Progress
Save 240 million gallons of water	More than 85 million gallons of water saved in 2021
100% powered by renewable energy globally	U.S. is now 100% powered by renewable energy, including through use of virtual power purchase agreements; 54% renewable globally
Teammates to complete 70,000 green actions*	5,000+ Green Actions were completed in 2021 <small>*A Green Action is complete when any global teammate does something to improve the environment, reduce environmental impact, and/or learn something new or educate others about sustainability. 1 volunteer hour equates to 1 Green Action.</small>
Implement recycling at 100% of U.S. facilities*	Recycling is implemented at more than 46% of our U.S. facilities <small>*where local recycling is available and permitted at our premises</small>

## Our Vision

To build the greatest health care community the world has ever seen

## Our Mission

To be the provider, partner and employer of choice

## Our Core Values

- Service Excellence
- Integrity
- Team
- Continuous Improvement
- Accountability
- Fulfillment
- Fun

## Our Caring Behaviors (WE CARE)

- Welcome
- Empathize
- Connect
- Actively Listen
- Respect
- Encourage

## Our Trilogy of Care

- Caring for Our Patients
- Caring for Each Other
- Caring for Our World

## The DaVita Way

The DaVita Way means that we dedicate our Head, Heart and Hands to pursue the Mission, live the Values, and build a healthy Village. It means we care for each other with the same intensity with which we care for our patients.

## DaVita.com/CommunityCare

- FACEBOOK: DAVITA KIDNEY CARE
- TWITTER: @DAVITA
- INSTAGRAM: @DAVITA
- PINTEREST: /DAVITAPINS
- LINKEDIN: DAVITA INC.

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**Section XI, Charity Care Information**

The table below provides charity care information for all dialysis facilities located in the State of Illinois that are owned or operated by the Applicants.

CHARITY CARE			
	2019	2020	2021
<b>Net Patient Revenue</b>	<b>\$420,024,352</b>	<b>\$409,210,320</b>	<b>\$414,744,253</b>
Amount of Charity Care (charges)	\$3,509,730	\$2,635,936	\$1,247,774
Cost of Charity Care	\$3,509,730	\$2,635,936	\$1,247,774

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