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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): October 4, 2017

MEDNAX, INC.

(Exact name of registrant as specified in its charter)

Florida
(State or other jurisdiction
of incorporation)

001-12111
(Commission File Number)

26-3667538
(IRS Employer Identification No.)

1301 Concord Terrace
Sunrise, Florida
(Address of principal executive offices)

33323
(Zip Code)

(954) 384-0175
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230-405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On October 4, 2017, MEDNAX, Inc., a Florida corporation (the “Company”), through a wholly-owned subsidiary of the Company, entered into an amendment (the “First Amendment to Employment Agreement”) to that certain Employment Agreement, dated August 7, 2011 (the “Employment Agreement”), with Roger J. Medel, M.D., the Chief Executive Officer and a director of the Company. Pursuant to the First Amendment to Employment Agreement, the term of the Employment Agreement was amended to extend the term of Dr. Medel’s employment from a period of seven (7) years to a period of ten (10) years, through August 7, 2021.

The foregoing description of the First Amendment to Employment Agreement is only a summary and is qualified in its entirety by reference to the full text of the First Amendment to Employment Agreement, which is attached to this Current Report on Form 8-K as Exhibit 10.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits.*

Index to Exhibits

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
10.1	<u>First Amendment to Employment Agreement, dated October 4, 2017, by and between Mednax Services, Inc. and Roger J. Medel, M.D.</u>

SIGNATURES

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

MEDNAX, INC.

Date: October 4, 2017

By: /s/ Vivian Lopez-Blanco
Name: Vivian Lopez-Blanco
Title: Chief Financial Officer

**FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (this “Agreement”) is made and entered into by and between **MEDNAX SERVICES, INC.**, a Florida corporation (“Employer”), and **ROGER J. MEDEL, M.D.** (“Employee”), effective as of the 4th day of October, 2017.

RECITALS

WHEREAS, Employer and Employee are the parties to that certain Employment Agreement, effective as of August 7, 2011 (the “**Employment Agreement**”); and

WHEREAS, Employer and Employee have agreed to amend the Employment Agreement as provided herein, and effective as of the date hereof, to extend the term of Employee’s employment with Employer from a period of seven (7) years to a period of ten (10) years.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, the parties agree as follows:

1. All capitalized terms used but not otherwise defined in this Agreement have the meanings provided in the Employment Agreement.
2. Section 1.1 of the Employment Agreement is hereby deleted in its entirety and replaced with the following:

“1.1. Employment and Term. Employer hereby agrees to employ Employee and Employee hereby agrees to serve Employer on the terms and conditions set forth herein for a “Term” that commences on the Effective Date and continues for a period of ten (10) years through August 7, 2021, unless sooner terminated in accordance with the provisions of Section 4. In this Agreement, the term “Employment Period” shall refer to the period of time beginning on the Effective Date and ending on the earlier of the expiration of the Term or such earlier date as the employment of Employee is terminated pursuant to the provisions of Section 4 of this Agreement. Employer and Employee agree that the Prior Employment Agreement shall terminate and be of no further force and effect as of the Effective Date”.

3. Except as specifically amended hereby, the Employment Agreement is and remains unmodified and in full force and effect and is hereby ratified and confirmed.

4. This Agreement shall be governed by and construed in accordance with the terms and conditions of the Employment Agreement, including the governing law and dispute resolution provisions thereof.

5. This Agreement may be executed in counterparts and both of such counterparts shall for all purposes be deemed to be an original, and such counterparts shall constitute one and the same instrument. The Agreement may be executed by facsimile or other electronic signature.

[Remainder of page intentionally left blank; signatures follow on next page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

EMPLOYER:

EMPLOYEE:

MEDNAX SERVICES, INC.

By: /s/ Manuel Kadre

Name: Manuel Kadre

Title: Chairman, Compensation Committee,
of MEDNAX, Inc.

/s/ Roger J. Medel, M.D.

Roger J. Medel, M.D.