

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

Form 10-K/A

Amendment No. 1

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
For the fiscal year ended December 31, 2019

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

For the transition period from \_\_\_\_\_ to \_\_\_\_\_  
Commission file number 001-12111

MEDNAX, INC.

(Exact name of registrant as specified in its charter)

**FLORIDA**  
(State or other jurisdiction of  
incorporation or organization)

**26-3667538**  
(I.R.S. Employer  
Identification No.)

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

**33323**  
(Zip Code)

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

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
Common Stock, par value \$.01 per share	MD	New York Stock Exchange
Securities registered pursuant to Section 12(g) of the Act: None		

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes

No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15 (d) of the Exchange Act. Yes

No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes

No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes

No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

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

Indicate by check mark whether the registrant is a shell company (as defined by Rule 12b-2 of the Exchange Act). Yes

No

The aggregate market value of shares of Common Stock of the registrant held by non-affiliates of the registrant on June 28, 2019, the last business day of the registrant's most recently completed second fiscal quarter, was \$2,051,190,371 based on a \$25.23 closing price per share as reported on the New York Stock Exchange composite transactions list on such date.

The number of shares of Common Stock of the registrant outstanding on April 15, 2020 was 85,412,375.

DOCUMENTS INCORPORATED BY REFERENCE:

None.

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## EXPLANATORY NOTE

On February 20, 2020, MEDNAX, Inc., a Florida corporation (the “Company”), filed its Annual Report on Form 10-K for the fiscal year ended December 31, 2019 (the “Original Form 10-K”). The Company is filing this Amendment No. 1 on Form 10-K/A (the “Form 10-K/A”) in order to include the information required by Items 10 through 14 for Form 10-K. This information was previously omitted from the Original Form 10-K consistent with General Instruction G(3) to Form 10-K. The Company is filing the Form 10-K/A to provide the information required in Part III of Form 10-K for purposes of incorporating that information by reference into other filings with the Securities and Exchange Commission (the “SEC”). This Form 10-K/A amends and restates in its entirety Part III, Items 10 through 14 of the Original Form 10-K, to include information previously omitted from the Original Form 10-K consistent with General Instruction G(3) to Form 10-K. The reference on the cover page of the Original Form 10-K to the incorporation by reference of portions of the Company’s definitive proxy statement into Part III of the Original Form 10-K is hereby deleted. In this Form 10-K/A, the terms “MEDNAX,” the “Company,” “we,” “us” and “our” refer to the parent company, MEDNAX, Inc., a Florida corporation, and the consolidated subsidiaries through which its businesses are actually conducted (collectively, “MDX”), together with MDX’s affiliated business corporations or professional associations, professional corporations, limited liability companies and partnerships (“affiliated professional contractors”). Certain subsidiaries of MDX have contracts with our affiliated professional contractors, which are separate legal entities that provide physician services in certain states and Puerto Rico.

In addition, as required by Rule 12b-15 under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), certifications by the Company’s principal executive officer and principal financial officer are filed as exhibits to this Form 10-K/A under Item 15 of Part IV hereof. Because no financial statements have been included in this Form 10-K/A and this Form 10-K/A does not contain or amend any disclosure with respect to Items 307 and 308 of Regulation S-K, paragraphs 3, 4 and 5 of the certifications have been omitted. We are not including the certifications under Section 906 of the Sarbanes-Oxley Act of 2002 as no financial statements are being filed with this Form 10-K/A.

Except as described above, this Form 10-K/A does not modify or update disclosure in, or exhibits to, the Original Form 10-K. Furthermore, this Form 10-K/A does not change any previously reported financial results, nor does it reflect events occurring after the date of the Original Form 10-K. Information not affected by this Form 10-K/A remains unchanged and reflects the disclosures made at the time the Original Form 10-K was filed. Accordingly, this Form 10-K/A should be read in conjunction with the Original Form 10-K and our other filings with the SEC.

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**PART III**

**ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE  
GOVERNANCE AND RELATED MATTERS**

Our business, property and affairs are managed under the direction of our Board of Directors, except with respect to those matters reserved for our shareholders. Our Board of Directors establishes our overall corporate policies, reviews the performance of our senior management in executing our business strategy and managing our day-to-day operations and acts as an advisor to our senior management. Our Board of Directors' mission is to further the long-term interests of our shareholders. Members of the Board of Directors are kept informed of MEDNAX's business through discussions with MEDNAX's management, primarily at meetings of the Board of Directors and its committees, and through reports and analyses presented to them. Significant communications between our Directors and senior management occur apart from such meetings.

**Questions and Answers About Our Corporate Governance Practices**

***What Committees Have Our Board of Directors Established?***

The standing committees of MEDNAX's Board of Directors are the Executive Committee, the Audit Committee, the Compensation Committee, the Nominating and Corporate Governance Committee and the Medical Science and Technology Committee. Copies of the charters for these committees, as well as our corporate governance principles, are available on our website at [www.mednax.com](http://www.mednax.com). Our website and the information contained therein, other than material expressly referred to in this Form 10-K/A, or connected thereto, are not incorporated into this Form 10-K/A. A copy of our committee charters and corporate governance principles are also available upon request from MEDNAX's Secretary at 1301 Concord Terrace, Sunrise, Florida 33323.

***How Many Times Did Our Board of Directors Meet During 2019?***

During 2019, MEDNAX's Board of Directors held eight meetings. Committees of the Board of Directors held a combined total of 18 meetings and also took various actions by unanimous written consent. Each Director attended at least 75% of the total number of meetings of MEDNAX's Board of Directors and its committees held during 2019 during the period he or she was a member thereof. Although MEDNAX has no formal policy with respect to its Directors' attendance at MEDNAX's Annual Shareholders' Meetings, in 2019 all of our Directors attended the Annual Shareholders' Meeting.

***Are a Majority of Our Directors Independent?***

Our Board of Directors has reviewed information about each of our non-employee Directors and made the determination that all of the non-employee Directors on our Board of Directors are independent. In arriving at this conclusion, our Board of Directors made the affirmative determination that each of Drs. Waldemar A. Carlo, Pascal J. Goldschmidt and Enrique J. Sosa, Ms. Karey D. Barker and Messrs. Cesar L. Alvarez, Michael B. Fernandez, Paul G. Gabos, Manuel Kadre, Carlos A. Migoya and Michael A. Rucker meet the Board of Directors' previously adopted categorical standards for determining independence in accordance with the New York Stock Exchange's corporate governance rules. In making this determination, the Board of Directors considered transactions and relationships between each Director or any member of his or her immediate family and MEDNAX and its subsidiaries and affiliates. These transactions consisted of those transactions reported below under "Certain Relationships and Related Person Transactions — Transactions with Related Persons." Our Board of Directors determined that each of these transactions and relationships was within the New York Stock Exchange standards and our categorical standards and that none of the transactions or relationships affected the independence of the Director involved. Our adopted categorical standards for determining independence in accordance with the New York Stock Exchange's corporate governance rules are contained in our corporate governance principles, a copy of which is available on our website at [www.mednax.com](http://www.mednax.com).

***Who Are the “Chairman of the Board” and “Lead Independent Director”?***

To assist the Board of Directors in fulfilling its obligations, following each annual meeting of shareholders, MEDNAX’s Board of Directors designates a non-management Director as “Chairman of the Board.” In addition, the Board of Directors, by a majority vote of the non-management Directors, may also designate a non-management Director as “Lead Independent Director.”

MEDNAX separates the roles of Chief Executive Officer and Chairman of the Board in recognition of the differences between the two roles. The Chief Executive Officer is responsible for determining the long-term strategic direction for the Company. The principal responsibility of the Chairman of the Board is to serve as chief administrative liaison between independent Directors and MEDNAX management and to monitor implementation of Board of Directors’ directives and actions. The principal responsibility of the Lead Independent Director, if designated, is to work collaboratively with the Chairman of the Board and the Chief Executive Officer with respect to Board of Directors governance and process. The Lead Independent Director has additional responsibilities and authorities set out in our corporate governance principles. We believe this balance of shared leadership between the two positions is a strength for the Company.

At least once a year, the Chairman of the Board or Lead Independent Director also presides over meetings of our independent Directors. Following our 2019 annual meeting of shareholders, our Board of Directors appointed Mr. Alvarez to serve as Chairman of the Board and Mr. Kadre to serve as Lead Independent Director.

The Board believes that its current leadership structure provides the most effective leadership model for our Company, as it promotes balance between the Board’s independent authority to oversee our business and the Chief Executive Officer and his management team, which manage the business on a day-to-day basis.

***What Role Does the Board of Directors Serve in Risk Oversight for the Company?***

Our Board evaluates its leadership structure and role in risk oversight on an ongoing basis. The Board of Directors provides oversight of the Company’s risk exposure by receiving periodic reports from senior management regarding matters relating to financial, operational, regulatory, legal and strategic risks and mitigation strategies for such risks. In addition, as reflected in the Audit Committee Charter, the Board of Directors has delegated to the Audit Committee responsibility to oversee, discuss and evaluate the Company’s policies and guidelines with respect to risk assessment and risk management, including internal control over financial reporting. As appropriate, the Audit Committee provides reports to and receives direction from the full Board of Directors regarding the Company’s risk management policies and guidelines, as well as the Audit Committee’s risk oversight activities. This division of responsibilities is the most effective approach for addressing the risks facing the Company, and the Company’s board leadership structure supports this approach.

***How Can Shareholders Communicate with the Board of Directors?***

Anyone who has a concern about MEDNAX’s conduct, including accounting, internal controls or audit matters, may communicate directly with our Chairman of the Board of Directors, Lead Independent Director, our non-management Directors, the Chairman of the Audit Committee or the Audit Committee. In addition, at the request of the Board, communications that do not directly relate to our Board’s duties and responsibilities as directors will be excluded from distribution. Such excluded items include, among others, “spam;” advertisements, mass mailings, form letters, and email campaigns that involve unduly large numbers of similar communications; solicitations for goods, services, employment or contributions; and surveys. Any excluded communication will be made available to any director upon his or her request. Such communications may be confidential or anonymous, and may be submitted in writing to the Chief Compliance Officer, MEDNAX, Inc., 1301 Concord Terrace, Sunrise, Florida 33323, or reported by phone at 877-835-5764. Any such concerns will be forwarded to the appropriate Directors for their review, and will be simultaneously reviewed and addressed by the Company’s General Counsel or Chief Compliance Officer in the same way that other concerns are addressed by us. MEDNAX’s Code of Conduct, which is discussed below, prohibits any employee from retaliating or taking any adverse action against anyone for raising or helping to resolve an integrity concern.

***Has MEDNAX Adopted a Code of Conduct?***

MEDNAX has adopted a Code of Conduct that applies to all Directors, officers, employees and independent contractors of MEDNAX and its affiliated professionals. MEDNAX intends to disclose any amendments to, or waivers from, any provision of the Code of Conduct that applies to any of MEDNAX's executive officers or Directors by posting such information on its website at [www.mednax.com](http://www.mednax.com).

MEDNAX has also adopted a Code of Professional Conduct — Finance that applies to all employees with access to, and responsibility for, matters of finance and financial management, including MEDNAX's Chief Executive Officer, Chief Financial Officer and Chief Accounting Officer. MEDNAX intends to disclose any amendments to, or waivers from, any provision of the Code of Professional Conduct — Finance that applies to any of MEDNAX's Chief Executive Officer, Chief Financial Officer, Chief Accounting Officer or persons performing similar functions by posting such information on its website at [www.mednax.com](http://www.mednax.com).

Copies of our Code of Conduct and the Code of Professional Conduct — Finance are available on our website at [www.mednax.com](http://www.mednax.com) and upon request from MEDNAX's Secretary at 1301 Concord Terrace, Sunrise, Florida 33323.

***Has MEDNAX Adopted a Clawback Policy?***

MEDNAX has adopted a Clawback Policy that permits the Company to seek to recover certain amounts of incentive compensation, including both cash and equity, paid to any executive officer (as defined in the Securities Exchange Act of 1934, as amended (the "Exchange Act")) on or after January 1, 2014, if payment of such compensation was based on the achievement of financial results that were subsequently the subject of a restatement of its financial statements due to misconduct, and if the executive engaged in improper conduct that materially contributed to the need for restatement, and a lower amount of incentive compensation would have been earned based on the restated financial results.

***Does MEDNAX Require its Executive Officers and Board of Directors to Retain a Certain Amount of MEDNAX Common Stock?***

MEDNAX has adopted a Stock Ownership and Retention Policy which requires that each named executive officer and each non-management Director retain MEDNAX common stock worth a certain multiple of annual base salary, or cash retainer, respectively. Details of the policy and the required ownership levels are described in further detail in the "Executive Compensation" section of this Form 10-K/A.

***Has MEDNAX Adopted an Anti-Hedging and Anti-Pledging Policy?***

MEDNAX has adopted a policy prohibiting its directors, management, financial and other insiders from engaging in transactions in MEDNAX securities or derivatives of MEDNAX securities that might be considered hedging, or from holding MEDNAX securities in margin accounts or pledging MEDNAX securities as collateral for a loan, unless such person clearly demonstrates the financial capacity to repay the loan without resort to the pledged securities.

***Does MEDNAX Have a Director Retirement Age Policy?***

MEDNAX has adopted a Director Retirement Age Policy which provides that a Director must retire and may not stand for re-election during the calendar year in which he or she attains age 80. Additionally, no Director may be nominated to a new term if he or she would attain age 80 by the end of the calendar year in which the election is held.

## **Report of the Audit Committee**

*The following report of the Audit Committee does not constitute soliciting material and should not be deemed filed or incorporated by reference into any of MEDNAX's filings under the Securities Act of 1933, as amended (the "Securities Act"), or the Exchange Act, except to the extent that we specifically incorporate such report by reference.*

We act under a written charter that has been adopted by MEDNAX's Board of Directors. While we have the responsibilities set forth in this charter, it is not our duty to plan or conduct audits or to determine that MEDNAX's financial statements are complete, accurate or in compliance with accounting principles generally accepted in the United States ("GAAP"). This is the responsibility of MEDNAX's management and independent auditors.

Our primary function is to assist the Board of Directors in their evaluation and oversight of the integrity of MEDNAX's financial statements and internal control over financial reporting, the qualifications and independence of MEDNAX's independent auditors and the performance of MEDNAX's audit functions. In addition, while we are also responsible for assisting the Board of Directors in their evaluation and oversight of MEDNAX's compliance with applicable laws and regulations, it is not our duty to assure compliance with such laws and regulations or MEDNAX's Compliance Plan and related policies. We are also responsible for overseeing, discussing and evaluating MEDNAX's guidelines, policies and processes with respect to risk assessment and risk management and the steps management has taken to monitor and control risk exposure, and we advise the Board of Directors with respect to such matters, as appropriate.

We also oversee MEDNAX's auditing, accounting and financial reporting processes generally. Management is responsible for MEDNAX's financial statements and the financial reporting process, including the system of internal controls. We also review the preparation by management of MEDNAX's quarterly and annual financial statements. MEDNAX's independent auditors, who are accountable to us, are responsible for expressing an opinion as to whether the consolidated financial statements present fairly, in all material respects, the financial position, results of operations and cash flows of MEDNAX in conformity with GAAP. MEDNAX's independent auditors are also responsible for auditing and reporting on the effective operation of MEDNAX's internal control over financial reporting. We are responsible for retaining MEDNAX's independent auditors and maintain sole responsibility for their compensation, oversight and termination. We are also responsible for pre-approving all non-audit services to be provided by the independent auditors, and on an annual basis discussing with the independent auditors all significant relationships they have with MEDNAX to determine their independence.

In fulfilling our oversight role, we met and held discussions with MEDNAX's management and independent auditors. Management advised us that MEDNAX's consolidated financial statements were prepared in accordance with GAAP, and we reviewed and discussed with management the consolidated financial statements for the fiscal year ended December 31, 2019. In addition, we reviewed and discussed the Management's Discussion and Analysis of Financial Condition and Results of Operations section of MEDNAX's periodic reports, key accounting and reporting issues and the scope, adequacy and assessments of MEDNAX's internal controls and disclosure controls and procedures with management and MEDNAX's independent auditors. We discussed privately with the independent auditors matters deemed significant by the independent auditors, including those matters required to be discussed pursuant to the applicable requirements of the Public Company Accounting Oversight Board (PCAOB) and the SEC.

The independent auditors also provided us with the written disclosures and the letter required by applicable requirements of the PCAOB, regarding the independent accountant's communications with the Audit Committee concerning independence, and we discussed with the independent auditors matters relating to their independence. We also reviewed a report by the independent auditors describing the firm's internal quality-control procedures and any material issues raised in the most recent internal-quality control review or external peer review or inspection performed by the PCAOB.

Based on our review with management and the independent auditors of MEDNAX's audited consolidated financial statements and internal controls over financial reporting and the independent auditors' report on such financial statements and their evaluation of MEDNAX's internal controls over financial reporting, and based on the discussions and written disclosures described above and our business judgment, we recommended to the Board of Directors that the Company's audited consolidated financial statements for the fiscal year ended December 31, 2019 be included in MEDNAX's Annual Report on Form 10-K for the year ended December 31, 2019, for filing with the SEC.



**Submitted by the Audit Committee of the Board of Directors.**

Paul G. Gabos  
Karey D. Barker  
Manuel Kadre  
Michael A. Rucker

**DIRECTORS AND EXECUTIVE OFFICERS****MEDNAX's Directors and Executive Officers**

MEDNAX's Directors and Executive Officers are as follows:

<u>Name</u>	<u>Age</u>	<u>Position with MEDNAX</u>
Roger J. Medel, M.D. (1)(5)	73	Chief Executive Officer and Director
Cesar L. Alvarez (1)	72	Chairman of the Board of Directors
Manuel Kadre (1)(2)(4)	54	Lead Independent Director
Karey D. Barker (2)(4)	52	Director
Waldemar A. Carlo, M.D. (4)(5)	67	Director
Michael B. Fernandez (3)	67	Director
Paul G. Gabos (1)(2)	55	Director
Pascal J. Goldschmidt, M.D. (5)	66	Director
Carlos A. Migoya (3)	69	Director
Michael A. Rucker (2)(5)	50	Director
Enrique J. Sosa, Ph.D. (3)	80	Director
Stephen D. Farber	50	Executive Vice President and Chief Financial Officer
Dominic J. Andreano	51	Executive Vice President, General Counsel and Secretary
Nikos Nikolopoulos	52	Executive Vice President, Chief Strategy and Growth Officer
John C. Pepia	57	Senior Vice President, Chief Accounting Officer

(1) Member of the Executive Committee.

(2) Member of the Audit Committee.

(3) Member of the Compensation Committee.

(4) Member of the Nominating and Corporate Governance Committee.

(5) Member of the Medical Science and Technology Committee.

*Roger J. Medel, M.D.*, has been a Director of the Company since he co-founded it in 1979. Dr. Medel served as the Company's President until May 2000 and as Chief Executive Officer until December 2002. In March 2003, Dr. Medel reassumed the position of President, serving in that position until May 2004, and Chief Executive Officer, a position in which he continues to serve today. Dr. Medel has served as a member of the Board of Trustees of the Dana Farber Cancer Institute, Inc. since January 2016. Dr. Medel was a member of the Board of Trustees of the University of Miami from January 2004 to February 2012. Dr. Medel participates as a member of several medical and professional organizations and, from June 2006 to April 2009, served on the Board of Directors of MBF Healthcare Acquisition Corp. The Board of Directors has concluded that Dr. Medel's qualifications to serve on the Board include his experience as our Chief Executive Officer and founder of the Company and a physician with training and experience in the Company's historical base service line of neonatology.

*Cesar L. Alvarez* has been a Director since March 1997 and was elected as Chairman of the Board of Directors in May 2004. Mr. Alvarez is a Senior Chairman of the international law firm of Greenberg Traurig. He previously served as the firm's Executive Chairman and as its Chief Executive Officer from 1997 to 2012. During his 15-year tenure as Chief Executive Officer and Executive Chairman, Mr. Alvarez led the firm to become one of the top ten law firms in the United States by leading its growth from 325 lawyers in eight offices to approximately 1,850 attorneys and government professionals in more than 36 locations in the United States, Europe, Asia, and Latin America. Mr. Alvarez also serves on the Board of Directors of Precigen, Inc., The St. Joe Company and Watsco, Inc. and served on the Board of Directors of Fairholme Funds, Inc. from May 2008 until February 2020. Mr. Alvarez served on the Board of Directors of Sears Holdings Corporation from January 2013 until May 2017. The Board of Directors has concluded that Mr. Alvarez's qualifications to serve on the Board include his management experience as the current Senior Chairman and as former Chief Executive Officer and Executive Chairman of one of the nation's largest law firms with professionals providing services in numerous locations across the country and abroad as well as his many years of serving clients as a corporate and securities attorney, his corporate governance experience, both counseling and serving on the Boards of Directors of publicly traded and private companies.

*Manuel Kadre* was elected as a Director in May 2007 and designated as Lead Independent Director in March 2014. Since December 2012, Mr. Kadre has been the Chairman and Chief Executive Officer of Tri-State Luxury Collection, a group of luxury automotive dealerships. From July 2009 until 2013, Mr. Kadre was the Chief Executive Officer of Gold Coast Caribbean Importers, LLC. Mr. Kadre has served on the Board of Directors of Republic Services, Inc. since June 2014 and was appointed as Chairman of the Board of Directors of Republic Services, Inc. in February 2017. Mr. Kadre has also served on the Board of Directors for The Home Depot, Inc. since October 2018. Mr. Kadre also serves on the Board of Trustees of the University of Miami and on the Board of Governors of University of Miami Hospital. The Board of Directors has concluded that Mr. Kadre's qualifications to serve on the Board include his experience in acquiring and managing businesses, including those in regulated industries and in government relations, his financial expertise as well as his experience as a member of the Board of Trustees of the University of Miami.

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*Karey D. Barker* was elected as a Director in May 2015. Ms. Barker founded Cross Creek Advisors, LLC, a venture capital firm, in 2013 and has served as its Managing Director, Chief Executive Officer and President since that time. Ms. Barker previously served as Managing Director, Venture of Wasatch Advisors, Inc., an investment advisory services firm, from 2006 until 2012 and served as a member of its Board of Directors from 1995 until 2012. Ms. Barker also serves as a board observer for several investment companies on behalf of Cross Creek Advisors. The Board of Directors has concluded that Ms. Barker's qualifications to serve on the Board include her financial expertise and experience in managing venture capital and public equity funds.

*Waldemar A. Carlo, M.D.*, was elected as a Director in June 1999. Dr. Carlo has served as Professor of Pediatrics and Director of the Division of Neonatology at the University of Alabama at Birmingham School of Medicine since 1991. Dr. Carlo participates as a member of several medical and professional organizations. He has received numerous research awards and grants and has lectured extensively, both nationally and internationally. Additionally, Dr. Carlo is a recipient of the Apgar Award, the highest recognition given to neonatologists by the American Academy of Pediatrics. The Board of Directors has concluded that Dr. Carlo's qualifications to serve on the Board include his experience as a nationally known Professor of Neonatology leading one of the nation's largest academic neonatal practices as well as his experience performing scientific research and developing and implementing educational programs for physicians.

*Michael B. Fernandez* was elected as a Director in October 1995. Mr. Fernandez has served as Chairman and Chief Executive Officer of MBF Healthcare Partners, L.P., a private equity firm focused on investing in healthcare service companies, since February 2005. He also served as the Chairman of Simply Healthcare Holdings until its acquisition by Anthem, Inc. in February 2015, and Navarro Discount Pharmacies, LLC until its acquisition by CVS Caremark in September 2014. Mr. Fernandez serves as a member of the Board of Trustees of the University of Miami and was on the Board of Directors of various private entities, including Healthcare Atlantic, Inc., a holding company that operates various healthcare entities. The Board of Directors has concluded that Mr. Fernandez's qualifications to serve on the Board include his experience over many years as a founder, investor and executive in a variety of successful healthcare businesses (including managed care companies), his financial and marketing expertise, as well as his experience as a member of the Board of Trustees of the University of Miami.

*Paul G. Gabos* was elected as a Director in November 2002. Mr. Gabos, who is presently retired, served as Chief Financial Officer of Lincare Holdings Inc. ("Lincare"), a provider of oxygen and other respiratory therapy services to patients in the home, from June 1997 until December 2012, after its merger with a subsidiary of Linde AG, and prior thereto served as Vice President — Administration for Lincare. Prior to joining Lincare in 1993, Mr. Gabos worked for Coopers & Lybrand, an accounting firm, prior to its merger with Price Waterhouse, and for Dean Witter Reynolds, Inc., a securities firm. Mr. Gabos currently serves as Chairman of the Board of Directors of Benefytt Technologies, Inc. The Board of Directors has concluded that Mr. Gabos' qualifications to serve on the Board include his management experience as a senior executive and financial expertise as Chief Financial Officer of a publicly traded healthcare services company and prior thereto as an investment banker with a large national firm.

*Pascal J. Goldschmidt, M.D.*, was elected as a Director in March 2006. Dr. Goldschmidt currently serves as Chief Medical Officer of Lennar Corp., a home-building and mortgage company, assisting the company with the management of COVID-19 for its employees. Dr. Goldschmidt is also Director, President and Chief Executive Officer of American Healthcare System Ltd., a UK company that specializes in advising, managing and operating hospitals and health systems around the world. Dr. Goldschmidt previously served as a Director and Chief Executive Officer of European Care Global QHCI, Ltd., which focuses on the provision of hospital services in the emerging markets, and prior thereto as the Director of Strategic International Projects and Dean Emeritus at the University of Miami. Dr. Goldschmidt served as the Senior Vice President for Medical Affairs and Dean of the University of Miami Leonard M. Miller School of Medicine from April 2006 until May 2016. Dr. Goldschmidt also served as the Chief Executive Officer of the University of Miami Health System from November 2007 until January 2016. Previously, Dr. Goldschmidt was a faculty member with the Department of Medicine at Duke University Medical Center where he served as Chairman from 2003 to 2006 and as Chief of the Division of Cardiology from 2000 to 2003. Dr. Goldschmidt served on the Board of Directors of Health Management Associates from June 2011 until August 2013 and previously served as a director for Opko Health, Inc. from 2007 until 2011. The Board of Directors has concluded that Dr. Goldschmidt's qualifications to serve on the Board include his experience as a Chief Executive Officer of a healthcare and hospital system, as Dean of a premier medical school managing physicians and other healthcare professionals, as a physician trained in cardiology, as well as his experience performing scientific research and developing and implementing educational programs for physicians.

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*Carlos A. Migoya* was elected as a Director in May 2019. Since 2011, Mr. Migoya has served as President and Chief Executive Officer of Jackson Health System, the public health system for Miami-Dade County, which includes Jackson Memorial Hospital, Jackson South Medical Center, Jackson North Medical Center, Holtz Children's Hospital, Jackson Rehabilitation Hospital, Jackson Behavioral Health Hospital, urgent care centers, multiple primary care and specialty care centers, two long-term care nursing facilities and a team of corrections health services clinics, and generated over \$1.8 billion in revenue in 2016. Mr. Migoya led the transformation of Jackson Health System from a large budget deficit in the year before his tenure, to budget surpluses in each subsequent year. Prior to joining Jackson Health System, Mr. Migoya served as City Manager for the City of Miami from 2010 to 2011, a position he held in a pro bono capacity, while eliminating a \$115 million budget deficit. Prior to serving as City Manager, Mr. Migoya worked for Wells Fargo & Company and its predecessors, including Wachovia Corporation and First Union Corporation, for more than 25 years, retiring as Regional President, North Carolina and Chief Executive Officer, Atlantic Region. Mr. Migoya served as a member of the board of directors of AutoNation, Inc. from 2006-2015. The Board of Directors has concluded that Mr. Migoya's qualifications to serve on the Board include his experience leading a large hospital system, particularly during a turnaround period for the system, as well as his career in financial services and his experience with large government organizations.

*Michael A. Rucker* was elected as a Director in May 2019. Since 2017, Mr. Rucker has served as Chief Executive Officer, and since 2016 as a member of the Board of Directors, of Ivy Rehab Network, Inc., one of the largest networks of physical therapy clinics in the United States. Prior to joining Ivy Rehab, Mr. Rucker served from 2010 to 2017 as Executive Vice President and Chief Operating Officer of Surgical Care Affiliates, Inc., at the time a publicly traded operator of one of the nation's largest networks of surgical facilities, until its acquisition by UnitedHealth Group. Mr. Rucker has also held executive roles in various healthcare companies, including DaVita, Inc., where he served as Division Vice President from 2005 to 2008 after DaVita acquired Gambro Healthcare, where Mr. Rucker had served in various general management and business development capacities since 1997. The Board of Directors has concluded that Mr. Rucker's qualifications to serve on the Board include his extensive experience as an executive in the healthcare industry, including the management of physician practices and partnerships.

*Enrique J. Sosa, Ph.D.*, was elected as a Director in May 2004. Dr. Sosa, who is presently retired, served as President of BP Amoco Chemicals from January 1999 to April 1999. From 1995 to 1998, he was Executive Vice President of Amoco Corporation, a global chemical and oil company. Prior to joining Amoco, Dr. Sosa served as Senior Vice President of The Dow Chemical Company, President of Dow North America and a member of its Board of Directors. Dr. Sosa was a director of FMC Corporation from June 1999 until April 2012 and a director of Northern Trust Corporation from April 2007 until April 2012. The Board of Directors has concluded that Dr. Sosa's qualifications to serve on the Board include his management and financial expertise as a former executive officer of large international public businesses, his many years of experience with corporate governance, and his service on the Boards of Directors of other publicly traded companies.

*Stephen D. Farber* joined the Company in August 2018 as Executive Vice President and was appointed Chief Financial Officer in November 2018. Prior to joining the Company, Mr. Farber served as Executive Vice President and Chief Financial Officer of Kindred Healthcare, Inc., a post-acute healthcare services company that operates long-term acute-care hospitals and provides rehabilitation services across the United States, from February 2014 until its sale in July 2018. From May 2013 to December 2013, Mr. Farber served as Executive Vice President, Chief Restructuring Officer and Chief Financial Officer of Rural/Metro Corporation, a provider of private fire protection and emergency medical services throughout the United States. Prior to joining Rural/Metro Corporation, Mr. Farber's principal roles included serving from 2011 to 2012 as Executive-in-Residence with Warburg Pincus LLC, a global private equity firm, from 2006 to 2009 as Chairman and Chief Executive Officer of Connance, Inc., a predictive analytics provider to healthcare companies, and from 2002 to 2005 as Chief Financial Officer of Tenet Healthcare Corporation.

*Dominic J. Andreano* joined the Company in September 2001 and has served as our General Counsel and Secretary since May 2012. Mr. Andreano was appointed as an Executive Vice President in February 2020 and previously served as Senior Vice President from May 2012 to February 2020. Prior to his appointment as Senior Vice President, General Counsel and Secretary, Mr. Andreano previously served as Vice President, Deputy General Counsel for the Company from January 2009 until May 2012, as Associate General Counsel for the Company from January 2004 until January 2009, and prior thereto as Director, Business Development. Prior to joining the Company, Mr. Andreano was an associate in the corporate securities department of Holland & Knight, LLP in Miami from June 2000 until September 2001, and an associate in the healthcare corporate department of Greenberg Traurig, P.A. in Miami from September 1997 until June 2000.

*Nikos Nikolopoulos* rejoined the Company in 2019 and currently serves as our Executive Vice President, Chief Strategy and Growth Officer. Previous positions with the Company include Senior Vice President of Corporate Operations in 2019 and Vice President and Chief of M&A Counsel and Business Transformation from 2015 to 2017. Mr. Nikolopoulos is an experienced executive with more than 25 years of general and line management experience, specializing in global operations and business development, corporate development and strategy, portfolio management, financial analysis and valuation,

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business turnaround and transformation, and corporate, telecom and intellectual property law. Prior to joining the Company, Mr. Nikolopoulos served as Senior Vice President of Corporate Development, Strategy and Marketing at Avaya, Inc., a multinational technology company, from 2017 to 2019 and as Chief Restructuring Officer and Vice President of Business Operations from 2013 to 2015. Prior thereto, he served in various executive-level business and corporate development and strategy roles at Office Depot, Inc., an office supply retailing company, from 2007 to 2012 and in various senior-level business development roles at Tyco Electronics Ltd., a company that designs and manufactures connectivity and sensor products, from 2001 to 2007.

*John C. Pepia* joined the Company in February 2002 and served as Vice President, Accounting and Finance until May 2016, at which time Mr. Pepia was appointed Senior Vice President and Chief Accounting Officer. The Board of Directors appointed Mr. Pepia as Principal Accounting Officer in August 2016. Prior to joining the Company, from 1996 to 2002, Mr. Pepia held several Vice President of Accounting & Finance positions at ANC Rental Corporation, a car rental company. He served in various financial positions in several public and private companies from 1985 to 1996.

### **Committees of the Board of Directors**

#### **Audit Committee**

MEDNAX's Audit Committee held seven meetings in 2019. Messrs. Gabos and Kadre and Ms. Barker were members of the committee throughout 2019, with Mr. Rucker replacing Dr. Sosa as a member of the Audit Committee in May 2019. Mr. Gabos acted as chair of the committee throughout 2019. MEDNAX's Board of Directors has determined that each of Messrs. Gabos, Kadre and Rucker and Ms. Barker qualify as "audit committee financial experts" as defined by the rules and regulations of the SEC and that each of Messrs. Gabos, Kadre and Rucker and Ms. Barker meet the independence requirements under such rules and regulations and for a New York Stock Exchange listed company, and that Dr. Sosa also met such requirements.

MEDNAX's Board of Directors has adopted a written charter for the Audit Committee setting out the functions that it is to perform. A copy of the Audit Committee Charter is available on our website at [www.mednax.com](http://www.mednax.com).

Please refer to the Report of the Audit Committee, which is set forth above, for a further description of our Audit Committee's responsibilities and its recommendation with respect to our audited consolidated financial statements for the year ended December 31, 2019.

#### **Compensation Committee**

MEDNAX's Compensation Committee held five meetings in 2019, and took various other actions via unanimous written consent. Mr. Fernandez was a member of the Compensation Committee throughout 2019, with Mr. Migoya and Dr. Sosa replacing Mr. Kadre and Dr. Carlo as members of the Compensation Committee in May 2019. Mr. Kadre acted as chair of the Compensation Committee until May 2019, with Dr. Sosa replacing Mr. Kadre as chair upon his appointment. MEDNAX's Board of Directors has determined that each of Messrs. Fernandez and Migoya and Dr. Sosa meet the independence requirements for a New York Stock Exchange listed company, and Mr. Kadre and Dr. Carlo also met such requirements.

MEDNAX's Board of Directors has adopted a written charter for the Compensation Committee setting out the functions that it is to perform. A copy of the Compensation Committee Charter is available on our website at [www.mednax.com](http://www.mednax.com).

The primary purpose of MEDNAX's Compensation Committee is to assist MEDNAX's Board of Directors in the discharge of the Board of Directors' responsibilities relating to compensation of executive officers. The scope of authority of MEDNAX's Compensation Committee includes the following:

- Evaluating the performance of and setting the compensation for MEDNAX's Chief Executive Officer and other executive officers;
- Supervising and making recommendations to MEDNAX's Board of Directors with respect to incentive compensation plans and equity-based plans for executive officers;
- Overseeing the review of the Company's incentive compensation arrangements to determine whether they encourage excessive risk-taking, including discussing at least annually the relationship between risk management policies and practices and compensation and considering, as appropriate, compensation policies and practices that could mitigate any such risk;

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- Evaluating whether or not to engage, retain, or terminate an outside consulting firm for the review and evaluation of MEDNAX's compensation plans and approving such outside consulting firm's fees and other retention terms; and
- Conducting an annual self-assessment of the Compensation Committee.

Upon a determination of MEDNAX's full Compensation Committee membership, matters may be delegated to a subcommittee for evaluation and recommendation back to the full committee. For a description of the role performed by executive officers and compensation consultants in determining or recommending the amount or form of executive and Director compensation, see "Item 11: Section III — How Pay Decisions are Made."

### **Nominating and Corporate Governance Committee**

MEDNAX's Nominating and Corporate Governance Committee held five meetings in 2019, and took various other actions via unanimous written consent. Dr. Carlo was a member of the Nominating and Corporate Governance Committee throughout 2019, with Ms. Barker and Mr. Kadre replacing Dr. Sosa and Mr. Fernandez as members in May 2019. Dr. Carlo served as chair of the committee until May 2019 when he was replaced by Mr. Kadre. MEDNAX's Board of Directors has determined that each of Drs. Carlo, Ms. Barker and Mr. Kadre meet the independence requirements for a New York Stock Exchange listed company, and Dr. Sosa and Mr. Fernandez also met such requirements.

MEDNAX's Board of Directors has adopted a written charter for the Nominating and Corporate Governance Committee setting out the functions that it is to perform. A copy of the Nominating and Corporate Governance Committee Charter is available on our website at [www.mednax.com](http://www.mednax.com).

The Nominating and Corporate Governance Committee assists the Board of Directors with respect to nominating new Directors and committee members and taking a leadership role in shaping the corporate governance of MEDNAX. To fulfill its responsibilities and duties, the committee, among other things, reviews the qualifications and independence of existing Directors and new candidates; assesses the contributions of current Directors; identifies and recommends individuals qualified to be appointed to committees of the Board of Directors; considers rotation of committee members; reviews the charters of the committees and makes recommendations to the full Board of Directors with respect thereto; develops and recommends to the Board of Directors corporate governance principles, including a code of business conduct; and evaluates and recommends succession plans for MEDNAX's Chief Executive Officer and other senior executives.

Although the Nominating and Corporate Governance Committee does not solicit director nominations, the committee will consider candidates suggested by shareholders in written submissions to MEDNAX's Secretary in accordance with the procedures described below in the section entitled "Information Concerning Shareholder Proposals." In evaluating nominees for Director, the committee does not differentiate between nominees recommended by shareholders and others. In identifying and evaluating candidates to be nominated for Director, the committee reviews the desired experience, mix of skills and other qualities required for appropriate Board composition, taking into account the current Board members and the specific needs of MEDNAX and its Board of Directors. Although the committee does not have a formal policy with regard to the consideration of diversity in identifying Director nominees, the committee's review process is designed so that the Board of Directors includes members with diverse backgrounds, skills and experience, and represents appropriate financial, clinical and other expertise relevant to the business of MEDNAX. At a minimum, Director candidates must meet the following qualifications: high personal and professional ethics, integrity and values and a commitment to the representation of the long-term interests of our shareholders.

### **Information Concerning Shareholder Proposals**

As more specifically provided in our Articles of Incorporation, no business may be brought before an annual meeting unless it is specified in the notice of the meeting or is otherwise properly brought before the meeting by or at the direction of our Board of Directors or by a shareholder entitled to vote who has delivered proper notice to us, together with the information required by our Articles of Incorporation, not less than 120 days nor more than 180 days prior to the first anniversary of the preceding year's notice of annual meeting. A copy of the provision of MEDNAX's Articles of Incorporation relating to shareholder nominations is available upon request from MEDNAX's Secretary at 1301 Concord Terrace, Sunrise, Florida 33323. These requirements are separate from the SEC's requirements that a shareholder must meet in order to have a shareholder proposal included in our Proxy Statement for the 2020 Annual Meeting of Shareholders.

Shareholders who wish to have a proposal considered for inclusion in our proxy materials for the 2020 Annual Shareholders' Meeting pursuant to Rule 14a-8 under the Exchange Act must ensure that such proposal is received by the Company's Secretary at MEDNAX, Inc., 1301 Concord Terrace, Sunrise, Florida 33323, on or prior to May 1, 2020, which the Company has determined to be a reasonable time before it expects to begin to print and send notice of its proxy materials. Any such proposal must also meet the requirements set forth in the rules and regulations of the SEC in order to be eligible for inclusion in the proxy materials for the 2020 Annual Meeting of Shareholders.

### **Risk Considerations in Our Compensation Programs**

The Company has reviewed its compensation structures and policies as they pertain to risk and has determined that its compensation programs do not create or encourage the taking of risks that are reasonably likely to have a material adverse effect on the Company.

### **Compensation Committee Report**

Please see “Item 11 — Executive Compensation” below for the Compensation Committee Report.

## **ITEM 11. EXECUTIVE COMPENSATION**

### **COMPENSATION DISCUSSION AND ANALYSIS**

#### **SECTION I: COMPENSATION COMMITTEE REPORT**

The Compensation Committee determines the compensation for our CEO and other NEOs and oversees the administration of our executive compensation program. The Compensation Committee is composed entirely of independent Directors and is advised as necessary by independent consultants and legal counsel. Our CEO provides advice and recommendations to the Compensation Committee with respect to the compensation of other senior executive officers. Under the rules of the Securities and Exchange Commission, our NEOs for 2019 are:

- Roger J. Medel, M.D., Chief Executive Officer
- Stephen D. Farber, Executive Vice President and Chief Financial Officer
- Joseph M. Calabro, Former President (January – June only)
- David A. Clark, Former Chief Operating Officer
- Dominic J. Andreano, Executive Vice President, General Counsel and Secretary
- John C. Pepia, Senior Vice President, Chief Accounting Officer

In fulfilling our role, we met and held discussions with the Company’s management and reviewed and discussed this CD&A. Based on our review and such discussions, we recommended to the Board of Directors that the CD&A be included in this Form 10-K/ A.

Submitted by the Compensation Committee of the Board of Directors:

Enrique J. Sosa, Ph.D.  
Carlos A. Migoya  
Michael B. Fernandez

*This Compensation Committee Report does not constitute soliciting material and should not be deemed filed or incorporated by reference into any of MEDNAX’s filings under the Securities Act or the Exchange Act, except to the extent that we specifically incorporate such report by reference.*



## SECTION II: EXECUTIVE SUMMARY

### 2019 Business Highlights

Stability and building long-term value are at the core of everything we do. We are a leading provider of physician services with a wide national network of affiliated physicians who specialize in fields such as newborn and maternal care, anesthesia, radiology and pediatric specialty care, among others. Our unique healthcare model has been in place for more than 40 years, allowing us to focus on what is most important in our industry—taking great care of our patients and improving patient outcomes. In 2019, we continued to position ourselves for the future of healthcare by concentrating on our long-term growth strategy. We remained disciplined in our spending, highly-selective in our acquisitions and responsive to the changing healthcare landscape.

During 2019, we continued to face challenges across our organization, including reduced patient volumes, changing payor mix and continued cost pressures of clinical compensation and medical malpractice expense. In response to these challenges, we developed a number of strategic initiatives across our organization, in both our shared services functions and our operational infrastructure, with a goal of generating improvements in our general and administrative expenses and our operational infrastructure. We broadly classified these workstreams in four broad categories including practice operations, revenue cycle management, information technology and human resources and expected these activities to continue through at least 2020. In addition, in October 2019, we completed the divestiture of our management services organization, which operated as MedData, to allow us to focus on our core physician services business.

As part of the operational infrastructure changes, in June 2019, the Company eliminated Mr. Calabro's position as President. At the end of 2019, the Company also eliminated Mr. Clark's position as Chief Operating Officer. Both executives' terminations were by the Company without Cause, as that term was defined in each of Messrs. Calabro's and Clark's employment agreements. More information regarding the terms of Messrs. Calabro's and Clark's separation and the termination benefits paid to each executive can be found in Item 11: Section IV in the Section entitled "Potential Payments Upon Termination or Change in Control".

As a result of the coronavirus (COVID-19) pandemic, beginning in March 2020, we implemented a number of actions to preserve our financial flexibility and partially mitigate the significant anticipated impact of COVID-19 on our company. These steps included a suspension of most activities related to our transformational and restructuring programs, limiting these expenditures to those that provide essential support for our response to the COVID-19 pandemic. In addition, (i) we temporarily reduced executive and key management base salaries, including 50% reductions in salaries for our named executive officers; (ii) our Board of Directors agreed to forego their annual cash retainer and cash meeting payments, until further notice; (iii) we enacted a combination of salary reductions and furloughs for non-clinical employees; and (iv) we enacted significant operational and practice-specific expense reduction plans across our clinical operations.

We have implemented a variety of solutions across specialties to support clinicians and patients during this pandemic, including

- **Clinician Shortage Support**  
Anesthesiologists and anesthesia clinicians are assisting with critical care needs while non-emergent and elective surgical procedures are on hold, and pediatric clinicians are lending their expertise to help fulfill the need for added adult care.
- **Strengthening of Supply Chain**  
MEDNAX is helping to address the shortage of personal protective equipment (PPE) by partnering with vendors across industries to source high filtration respirators, surgical masks and other forms of PPE for protective use.
- **Expanded Virtual Care Offerings**  
Utilizing VSee, an internationally-recognized telehealth platform, MEDNAX has deployed a national multi-specialty virtual clinic to expand its telehealth offerings and make virtual care available to its clinical workforce, enabling continued patient consults and clinician collaboration while minimizing COVID-19 exposure.
- **Early Virus Detection Using Cutting-Edge Imaging Diagnostic Tools**



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MEDNAX Radiology Solutions is leading early detection efforts through chest imaging. vRad, a MEDNAX company, diagnosed one of the first COVID-19 patients in the United States via chest computed tomography (CT), which showed findings consistent with a severe acute respiratory viral infection. In the absence of laboratory testing kits, chest CT can serve as a diagnostic tool. In addition, MEDNAX Radiology Solutions is refining natural language processing (NLP) to identify the incidence of viral pneumonia and typical findings of the COVID-19 virus in the lungs via chest CT across the proprietary MEDNAX Imaging Platform and inference engine, which is connected to more than 2,000 partner facilities across the country. The NLP is run retrospectively to monitor the amount and rate of increase of suspected chest CT findings for COVID-19 and viral pneumonia, supporting faster treatment. If successful, this cutting-edge diagnostic tool could serve as an effective tracker of the disease's progression throughout the country and provide new insights for imaging findings for COVID-19 patients.

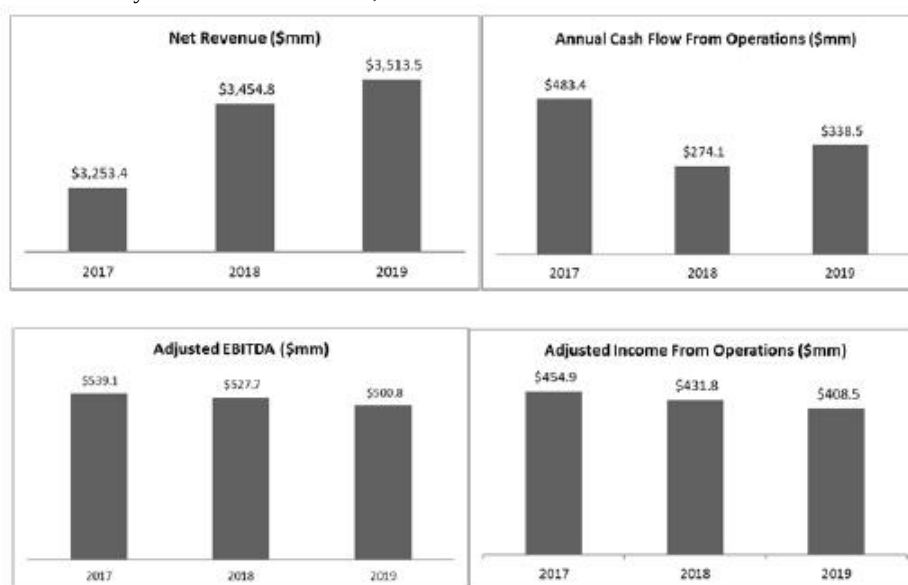
- Virtual Forum to Provide Clinician Support

To support frontline clinicians while abiding by social distancing recommendations, MEDNAX has created a virtual doctors' lounge for clinicians across specialties to connect and socialize in the absence of typical in-person lounges, helping to boost morale and preserve a sense of normalcy.

At this time, we cannot anticipate what the ultimate effect of COVID-19 will be on our business, financial condition, results of operations, cash flows and the trading price of our securities.

### 2019 Financial Information

Key financial results for the last three fiscal years, including the impact of the challenges we faced in 2019, are highlighted in the tables below. Results presented below are on a continuing operations basis. The operating results of MedData were reported as discontinued operations in our consolidated statements of income for the year ended December 31, 2019.



Adjusted earnings before interest, taxes and depreciation and amortization (“Adjusted EBITDA”) is a non-GAAP financial measure. For a description of the rationale for our presentation of Adjusted EBITDA and a reconciliation of Adjusted EBITDA to net income, the most directly comparable GAAP measure, for the years ended December 31, 2019, 2018 and 2017, please see the disclosure under the caption “Non-GAAP Measures” beginning on page 64 of the Original Form 10-K.

### Response to Say-on-Pay Vote and Shareholder Outreach

Each year, we provide our shareholders with the opportunity to approve, or vote against, the compensation of our NEOs (“say-on-pay”). We are committed to ensuring that our investors fully understand our executive compensation program, including how it aligns the interests of our executives with our shareholders and how it rewards the achievement of our strategic objectives. We believe that the continued delivery of sustainable long-term value to our shareholders requires regular dialogue. To this end, we regularly make efforts to engage in discussions with our shareholders in order to obtain a deeper understanding of our

investors' views regarding our compensation program and other important topics, including company performance and operations, strategic direction, risk and operational oversight and leadership, among other matters. Following our 2019 Annual Meeting of Shareholders in May, we refreshed our Compensation Committee membership, appointing Mr. Migoya, a newly elected Director, to the Compensation Committee and Dr. Sosa as the new Chair. With Dr. Sosa's upcoming retirement from the Board, the Company plans to make additional changes to the Committee Composition in 2020.

At our 2019 Annual Meeting of Shareholders, the compensation of our NEOs was not approved by our shareholders. During 2019, we met regularly with active shareholders throughout the year during industry conferences, in meetings at our offices or at the offices of our shareholders and through conference telephone calls. The Company's shareholder base experienced significant turnover during 2019. Of the Company's top 25 shareholders at December 31, 2019, only thirteen were top 25 shareholders at December 31, 2018, and, by ownership, more than half of the shares owned by the Company's top 25 shareholders changed hands from December 31, 2018 to December 31, 2019. The Company has engaged in dialogue with shareholders representing 63% of its top 25 share holdings as of December 31, 2019. Outside of formal engagement efforts, we interact throughout the year with our shareholders and make ourselves available to them at their request. The Company plans to further engage with its shareholders in connection with its 2020 Annual Meeting of Shareholders in August 2020.

### CEO Pay At-A-Glance

Our CEO's target direct compensation (sum of base salary, target bonus and grant value of stock awards, including performance shares at target) is almost entirely variable (approximately 94%) and linked to financial performance results. In light of the results of the 2019 shareholders' vote on the compensation of our named executive officers, in July 2019, Dr. Medel, our CEO, elected to reduce his salary to \$1.00 on a net basis, after applicable withholding and employment taxes with respect to taxable perquisites or employer-provided group health and welfare benefit contributions, for the remainder of his employment period, as defined in his employment agreement. Prior thereto, in February 2019, the Compensation Committee decreased the grant value of Dr. Medel's 2019 equity award to \$6,150,000, an amount consistent with his awards prior to 2018.

The charts below reflect the elements of target and actual CEO total direct compensation awarded to Dr. Medel for 2017, 2018 and 2019 performance, including the decrease in base salary for the latter half of 2019. The charts demonstrate the alignment of CEO pay to the Company's performance and shareholder value, as Dr. Medel has not realized target levels of compensation for the past three years and has not received a target bonus payment in the past four years. For more information on Dr. Medel's performance share awards and restricted stock awards for 2019, please see the section below entitled 2019 Equity-Based Awards.

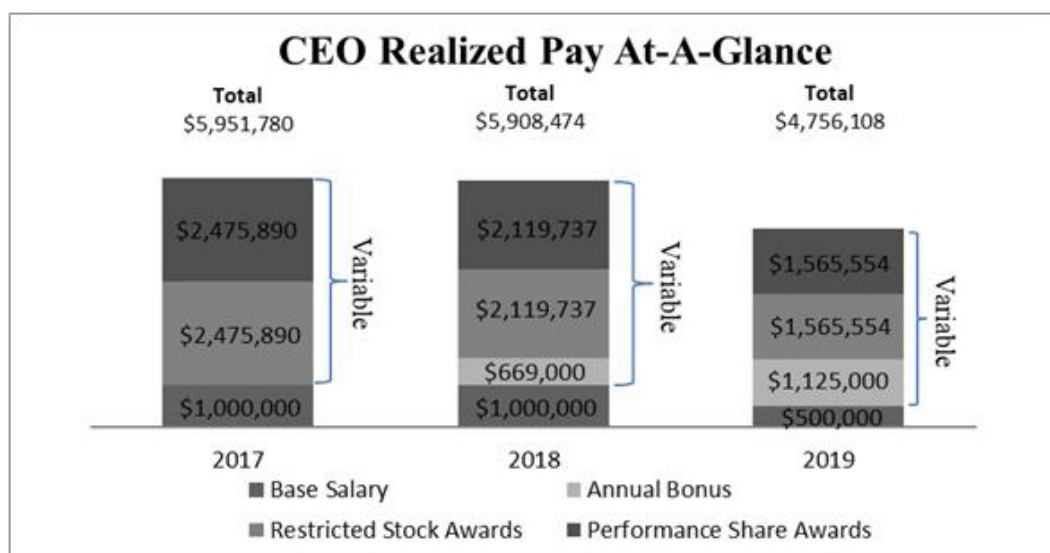
### Measuring Pay-for-Performance at MEDNAX

In the healthcare services industry, company stock prices at any point in time can be significantly affected by changes (actual or anticipated) in the regulatory or payor environment. Additionally, regulatory changes affect different healthcare companies in varying ways. For MEDNAX specifically, factors such as timing, size and type of acquisitions, effects of the diversification of our services, effects of same-unit volume and reimbursement-related factors, including payor mix shifts, are often unpredictable.

For these reasons, we do not use relative total shareholder return as a key performance metric in our program. Instead, our performance goals are focused on internal key financial metrics that *drive* long-term value creation, such as revenue and profitability. Our past financial performance demonstrates, and we fully expect, that meeting these metrics will over time translate into increased shareholder value. For equity-based awards, our share price ultimately should reflect whether we have executed this strategy successfully and the three-year vesting schedule for equity grants ensures our officers maintain a long-term perspective.

For many of these same reasons, we do not incorporate financial goals over a multi-year period (such as cumulative earnings over three years) into our officer compensation program. Our long-term strategy emphasizes continued growth through a disciplined approach in acquiring established physician practices in our specialties, and any multi-year goals would necessarily need to reflect assumptions and projections about both the level and type of acquisitions made during the measurement period. We believe, however, that the multi-year vesting of our equity awards effectively encourages long-term growth and performance.

The Compensation Committee believes that this approach is in the best interests of all of MEDNAX's constituents. Of course, we will continue to refine our approach as the healthcare landscape continues to evolve.



The CEO Realized Pay at a Glance chart above reflects the value of restricted stock awards and performance share awards previously awarded that vested during the year, calculated based on the number of shares acquired at vesting multiplied by the closing price of a share of our common stock on the New York Stock Exchange on the vesting dates.

Despite the Company’s continued growth, from 2011 until mid-2019, Dr. Medel’s base salary has been \$1,000,000 and his target bonus opportunity has remained 150% of his base salary. His base salary was reduced to net \$1.00 in July 2019. His average bonus paid over the last ten years has been approximately 117% of base salary (assuming his salary had remained at \$1 million for all of 2019) or 78% of his target bonus. Dr. Medel’s bonus exceeded 170% of his base salary in only one out of those 10 years, and his bonus has been below target in each of the last four years. An updated peer analysis found that the median peer target bonus for chief executive officers was 127% of base salary, and that the actual peer CEO bonus over the 2011-2018 period was 128% of base salary at the median and 171% of base salary at the 75th percentile.

**SECTION III: OVERVIEW OF THE EXECUTIVE COMPENSATION PROGRAM**

**The Guiding Principles of Our Pay Philosophy**

The Compensation Committee has designed our executive compensation program with the following guiding principles in mind:

- **Quality of Personnel and Competitiveness.** We are committed to employing the highest quality executive team in the healthcare services industry. We expect our executives to be of the highest caliber in terms of business acumen and integrity. We closely analyze and understand compensation for executives at similarly situated companies to help ensure we can effectively compete for and retain key talent.
- **Alignment of Interests.** We must offer a total executive compensation package that best supports our leadership talent and growth strategies and focuses executives on financial and operational results. We use a mix of fixed and variable (at-risk) pay to support these objectives, by giving our executives a substantial equity stake in the business and rewarding them for performance that drives shareholder value over the long term.
- **Compliance with Regulatory Guidelines and Sensible Standards of Corporate Governance.** We comply with applicable laws, rules, statutes, regulations and guidelines and monitor our compensation program on an ongoing basis to ensure it abides by applicable requirements. Specifically, we focus on relevant considerations in the areas of accounting cost, tax impact, cash flow constraints, risk management and other sensible standards of good corporate governance.

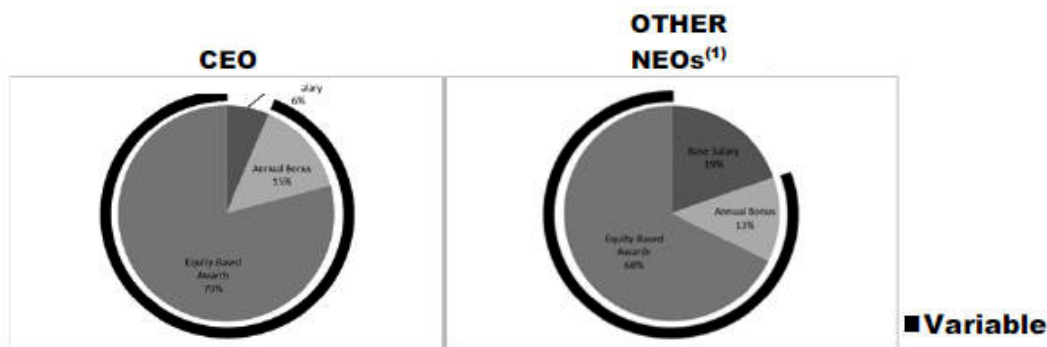
**Elements of Pay**

Our pay philosophy is supported by the following pay elements in our executive compensation program for 2019:

<b>Element</b>	<b>Form</b>	<b>Description</b>
Base Salary	Cash (Fixed)	Provides a competitive level of pay that reflects the executive’s experience, role and responsibilities and performance.
Annual Bonus	Cash (Variable)	Based 100% on annual income from operations performance.
Long-Term Incentives	Equity (Variable)	Comprised of 50% restricted stock that vests over three years and 50% performance shares tied to the achievement of net revenue and Adjusted EBITDA targets, which vest over three years if the performance goals are achieved.

**Pay Mix**

The charts below show that most of our NEOs’ total direct compensation is variable (94% for the CEO and an average of 81% for our other NEOs) based upon actual 2019 compensation:



(1) Other NEOs includes those NEOs employed as of the date of this Form 10-K/A (Messrs. Farber, Andreano and Pepia) and represents actual paid base salary, annual bonus and stock awards per the summary compensation table.

**How Pay Decisions Are Made**

The Compensation Committee, composed solely of independent Directors, is responsible for making pay decisions for the NEOs. The Compensation Committee works very closely with its independent consultant, which for 2019 was Willis Towers Watson & Co. (“Willis Towers Watson”), and management to examine pay and performance matters throughout the year. The Compensation Committee held five meetings over the course of 2019, and took various other actions via unanimous written consent. The Compensation Committee’s written charter can be accessed on the MEDNAX website at [www.mednax.com](http://www.mednax.com).

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### *The Role of the Compensation Committee and Management*

The primary role of the Compensation Committee is to assist MEDNAX's Board of Directors in the discharge of the Board's responsibilities related to executive compensation matters. The Compensation Committee's responsibilities include:

- Evaluating the performance of and setting pay for the CEO and other NEOs;
- Supervising and making recommendations to the Board of Directors about changes to the executive compensation program;
- Overseeing the annual review of the Company's incentive compensation elements to determine whether they encourage excessive risk taking, including discussing the relationship between risk management policies and practices and pay;
- Evaluating whether or not to engage, retain, or terminate an outside consulting firm for the review and evaluation of MEDNAX's executive compensation program and approving such outside consulting firm's fees and other retention terms; and
- Conducting an annual self-assessment of the Compensation Committee's performance.

The CEO does not play any role in the Compensation Committee's determination of his own pay; however, the Compensation Committee solicits input from the CEO concerning the performance and compensation of the other NEOs. The CEO bases his recommendations on his assessment of each individual's performance, tenure and experience in the role, external market pay practices, retention risk and MEDNAX's overall pay philosophy.

### *The Role of Independent Consultants*

The Compensation Committee continually reviews executive compensation to ensure that it reflects our pay philosophy and, as necessary, retains the services of an independent consultant to assist in such review. During 2019, the Compensation Committee retained Willis Towers Watson to provide data and analysis with respect to the compensation paid to our NEOs. The Compensation Committee has assessed the independence of Willis Towers Watson pursuant to applicable SEC rules, New York Stock Exchange listing standards and its own committee charter and concluded that no conflict of interest exists that would prevent Willis Towers Watson from independently advising the Compensation Committee.

### *Assessing External Market Practice*

As part of our pay philosophy, our executive compensation program is designed to attract, motivate and retain our executives in an increasingly competitive and complex talent market. To this end, we regularly evaluate industry-specific and general market compensation practices and trends to ensure that our program features and NEO pay opportunities remain appropriately competitive. The Compensation Committee considers publicly available data, provided by its independent compensation consultant, for informational purposes when making its pay decisions. However, market data are not the sole determinants of the Company's practices or executive pay levels. When determining salaries, target bonus opportunities and annual equity grants for NEOs, the Compensation Committee also considers the performance of the Company and the individual, the nature of an individual's role within the Company, internal comparisons to the compensation of other Company officers, tenure with the Company and experience in the officer's current role.

During 2017, the Compensation Committee reviewed CEO compensation information from a group of publicly traded healthcare services companies. The companies included in the analysis were recommended by the Compensation Committee's consultant and approved by the Compensation Committee. During the fall of 2018, the consultant updated the peer analysis for the CEO position as well as for the Company's other NEOs. The companies currently included in our peer group were as follows:

Acadia Healthcare Company, Inc.	•	Encompass Health (f/k/a HealthSouth)	•	Magellan Health Services, Inc.
Amedisys, Inc.	•	Envision Healthcare Corporation*	•	Premier, Inc.**
Brookdale Senior Living Inc.	•	Kindred Healthcare, Inc.*	•	Quest Diagnostics**
Chemed Corporation	•	Laboratory Corporation of America Holdings	•	Select Medical Corporation
DaVita Inc.	•	LifePoint Hospitals, Inc.*	•	Tenet Healthcare Corporation
Universal Health Services, Inc.				

\* *Envision, Kindred Healthcare and LifePoint Hospitals were taken private in 2018.*

\*\* *Premier, Inc. and Quest Diagnostics were included in the 2018 study, but not in the 2017 study.*

In determining the peer group for the studies, the Compensation Committee considered a variety of factors including revenue, income from operations, net income, market capitalization and enterprise value. Based on the advice of its consultant, the Compensation Committee established that top executive pay levels at publicly-traded companies in the healthcare services industry were more closely correlated to factors other than revenue. As such, the peer group was determined with an objective of placing MEDNAX near the median for both income from operations and enterprise value. Given MEDNAX's profitability, this meant that MEDNAX would rank in the lower quartile of its peers in terms of revenue and in the upper quartile of its peers in terms of net income and market capitalization.

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An updated analysis of the remaining peer companies showed that as of year-end 2018, MEDNAX ranked at the peer 38<sup>th</sup> percentile in terms of revenue, at the peer 54<sup>th</sup> percentile in terms of operating income, at the peer 69<sup>th</sup> percentile in terms of net income, at the peer 46<sup>th</sup> percentile in terms of market capitalization and at the peer 23<sup>rd</sup> percentile in terms of enterprise value. MEDNAX also ranked at the peer 46<sup>th</sup> percentile, 8<sup>th</sup> percentile and 25<sup>th</sup> percentile for three-year growth rates in revenues, income from operations and net income, respectively, and at the 15<sup>th</sup> percentile and 23<sup>rd</sup> percentile for annualized total shareholder return over the past three and five year periods, respectively. Data from the updated peer analysis are summarized in the tables below:

	<u>Revenue</u>	<u>Income From Operations</u>	<u>Net Income</u>	<u>Market Capitalization(1)</u>	<u>Enterprise Value(2)</u>
<b>75th Percentile</b>	\$9,962.0	\$ 1,225.2	\$286.4	\$ 8,823.9	\$16,154.7
<b>Median</b>	\$4,679.3	\$ 433.0	\$175.2	\$ 3,655.7	\$ 5,856.1
<b>25th Percentile</b>	\$3,139.6	\$ 276.4	\$113.1	\$ 2,177.6	\$ 5,013.3
<b>MEDNAX, Inc.</b>	\$3,647.1	\$ 445.8	\$268.6	\$ 3,086.7	\$ 5,002.5
<b>MEDNAX, Inc. Percentile Rank</b>	<b>38%</b>	<b>54%</b>	<b>69%</b>	<b>46%</b>	<b>23%</b>

(1) Market capitalization calculated as of February 2019.

(2) Enterprise value is equal to market capitalization value plus net debt as reported for year-end 2018.

	<u>3-Year Compound Annual Growth Rates</u>			<u>Annualized Total Shareholder Return</u>	
	<u>Revenue</u>	<u>Income From Operations</u>	<u>NetIncome(1)</u>	<u>3-year</u>	<u>5-year</u>
<b>75th Percentile</b>	11.3%	10.1%	16.9%	8.5%	10.6%
<b>Median</b>	9.5%	6.0%	1.8%	0.1%	3.4%
<b>25th Percentile</b>	1.4%	-0.5%	-7.2%	-15.4%	-7.9%
<b>MEDNAX, Inc.</b>	9.5%	-7.2%	-7.2%	-22.8%	-9.2%
<b>MEDNAX, Inc. Percentile Rank</b>	<b>46%</b>	<b>8%</b>	<b>25%</b>	<b>15%</b>	<b>23%</b>

(1) Peer companies with an operating loss or net loss in either the base year or the most current year were assumed to rank at the bottom.

The Compensation Committee reviews a variety of other areas including key incentive design features, equity grant programs, historical CEO bonus payout levels, stock ownership policies, Board of Directors compensation and other policies relating to officer and Board member compensation from time to time relative to MEDNAX's peers. In addition, the Compensation Committee periodically reviews information relating to NEO compensation practices as developed from companies considered to be MEDNAX peers by proxy advisory firms. However, since some of these advisory firms determine peers based primarily on comparable revenue, the Compensation Committee has not used information from these companies in evaluating NEO salaries, bonus opportunities and annual equity-based award values. The Compensation Committee believes that information from the peer group it has selected is more relevant.

**SECTION IV: THE EXECUTIVE COMPENSATION PROGRAM IN DETAIL**

**Base Salary**

The Compensation Committee reviews and approves base salary levels at the beginning of each year. Base salary decisions generally reflect the Compensation Committee’s consideration of the external market practices of our peer group for comparable positions, published survey data and subjective factors including the individual’s experience, role, responsibilities and performance. Dr. Medel elected to reduce his salary to a net amount of \$1.00 effective July 2019.

**2019 Base Salary Decisions**

The 2019 base salaries for the NEOs were as follows:

NEO	2019 Base Salary
Roger J. Medel, M.D.	\$1,000,000 (January – June) \$1 (July – December)
Stephen D. Farber	\$550,000
Joseph M. Calabro	\$600,000 (January – June only)
David A. Clark	\$525,000
Dominic J. Andreano	\$475,000
John C. Pepia	\$375,000 (January – May) \$425,000 (June – December)

In April 2020, our then-current NEOs, including Messrs. Farber, Andreano and Pepia, agreed to temporarily reduce their base salaries by 50% for the period April 1, 2020 through June 30, 2020.

**Annual Bonuses**

The Company’s NEOs participate in an annual bonus program, which is administered under the shareholder-approved MEDNAX, Inc. Amended and Restated 2008 Incentive Compensation Plan. The annual bonus is designed to recognize performance achievements primarily focused on our Company’s results of operations during its fiscal year.

The Compensation Committee uses guidelines and may apply either positive or negative discretion to adjust the bonuses based on the actual level of income from operations achieved, as well as other performance goals established for individual NEOs. In addition, the Compensation Committee uses a performance range at the target bonus level to minimize the variability of potential payouts. The bonus adjustment guidelines established for 2019 were as follows:

Adjusted Income From Operations: Performance Goals*	% of Target Bonus Payout
Less than \$376,946,000	0%
\$376,946,000	25%
\$383,729,000	50%
\$390,429,000	75%
\$397,129,000	90%
\$403,829,000 - \$433,829,000	100%
\$440,336,000	125%
\$446,941,000	150%
\$453,646,000	175%
\$460,712,000	200%
<b>Adjusted Income From Operations was \$408,495,000.</b>	

**Why We Use Adjusted Income From Operations**

The Compensation Committee uses income from operations as its primary performance measure for annual bonuses and has for several years. This measure is used to encourage our NEOs to focus on efficiently managing our business and to execute on our acquisition growth strategy. We strive to set financial targets that are both challenging and realistic. This approach was first implemented over 15 years ago, and actual bonus payouts for NEOs reflected our IFO performance results. For the period 2004-2015, our average annual IFO growth of 12% exceeded our industry peers and our NEO bonus payouts averaged 107% of target. Over the last four years, our average annual IFO growth rate has been negative and our NEO bonus payouts have averaged 32% of target.

The Adjusted Income From Operations goal and maximum bonus award opportunities are also designed to satisfy the requirements of §162(m) of the Internal Revenue Code (the “Code”) for grandfathered agreements.

Actual target bonus payout percentages increase proportionately between each percentage amount based on the actual Income From Operations achieved by the Company.

\* Adjusted Income From Operations is defined as Income From Operations as determined in accordance with GAAP, adjusted to exclude MedData results, transformational and restructuring related expenses and for the closure or sale of other assets, businesses or other such activities, including any costs and noncash charges associated with the divestiture of MedData and any other such closures, sales or other such activities. Actual Adjusted Income From Operations represents Income From Operations from continuing operations, adjusted for transformational and restructuring related expenses and goodwill impairment.



**2019 Annual Bonus Decisions**

The Compensation Committee establishes each NEO's maximum annual bonus opportunity as a percentage of base salary in effect at the end of the year. The target bonus opportunity for each NEO is equal to 50% of the NEO's maximum bonus opportunity. In March 2019, the Compensation Committee established the adjusted income from operations performance goals set forth in the table above. The Company's 2019 adjusted income from operations corresponded to a payment of 100% of the target bonus opportunity under the guidelines. However, in light of the Company's shareholder return during 2019, the Company's stock price and overall performance, the Compensation Committee exercised its negative discretion and determined that Dr. Medel and each of Messrs. Calabro, Farber, Clark and Andreano would receive a payment of 75% of his target bonus opportunity. The Compensation Committee delegated to Dr. Medel the authority to exercise the Compensation Committee's negative discretion in determining the actual bonus payment to Mr. Pepia, and Dr. Medel concluded that Mr. Pepia would also receive a payment of 75% of his target bonus opportunity.

Name	Maximum Annual Bonus as a % of Base Salary	Target Annual Bonus as a % of Base Salary	Actual Annual Bonus as a % of Target	Actual Bonus (\$)
Dr. Medel	300%	150%	75.0%	\$ 1,125,000*
Mr. Farber	200%	100%	75.0%	\$ 412,500
Mr. Calabro	200%	100%	75.0%	\$ 223,151**
Mr. Clark	200%	100%	75.0%	\$ 393,750
Mr. Andreano	200%	100%	75.0%	\$ 356,250
Mr. Pepia	100%	50%	75.0%	\$ 159,375

\* Pursuant to the amendment to Dr. Medel's employment agreement entered into on July 1, 2019, Dr. Medel's performance bonus is based on his \$1,000,000 base salary in place prior to entering into such amendment.

\*\* Mr. Calabro was entitled to a prorated bonus for the period January 1, 2019 through June 30, 2019, his last date of employment.

**Equity-Based Awards**

**2019 Equity-Based Awards**

The Compensation Committee approved the annual equity-based awards outlined below in February 2019. These equity-based awards were divided equally into performance share awards and time-based restricted stock awards for each of Dr. Medel and Messrs. Farber, Calabro, Clark and Andreano. Mr. Pepia's award was a time-based restricted stock award.

For 2019, the Compensation Committee decreased the equity grant values for Dr. Medel and Mr. Calabro back to the historical levels of \$6,150,000, and \$3,750,000, respectively, in light of the decline of the Company's stock price in the latter part of 2018 and early 2019.

50% of the equity-based awards for Dr. Medel and Messrs. Farber, Calabro, Clark and Andreano were granted in performance shares that:

**Use two metrics :**

Shares are earned based on the achievement of net revenue *and* Adjusted EBITDA goals, both of which we believe drive shareholder value creation. In particular, Adjusted EBITDA is a key driver of market capitalization value and is linked to shareholder returns.

**Have rigorous performance goals :**

A target award for each metric will be earned if net revenue or Adjusted EBITDA equals or exceeds \$3.1 billion and \$475 million, respectively. NEOs may receive an above-target award for each metric only if net revenue or Adjusted EBITDA exceeds \$3.9 billion and \$600 million, respectively. These goals vary year-to-year, based on various factors that may have a direct impact on the results for the performance period, including the effects of volume and reimbursement-related factors and acquisition-related activities.



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The approach described in the table above reflects the Compensation Committee's desire to set rigorous performance goals in a highly volatile and uncertain environment, while also rewarding NEOs when the Company achieves these goals and delivers sustained results for our shareholders.

In setting financial performance goals for these performance share awards, the Compensation Committee received recommendations from management based on the Company's strategic plan for the performance measurement period. The Compensation Committee, working with its independent compensation consultant and Company management, evaluated the impact of various drivers on revenue and Adjusted EBITDA in determining the 2019 grants.

The 2019 performance goals incorporate specific factors that were expected to have a direct impact on the results for this performance period, while remaining challenging to achieve. The targets for the 2019 performance period differ from the Company's historical five-year averages because of volatility in the various drivers that impact results from year to year. Other drivers considered in setting the performance goals included, but were not necessarily limited to: acquisition-related activities, including size, type, timing and volume of acquisitions, same-unit volume growth, increases in clinical compensation and malpractice expense, various expense-related initiatives and reimbursement-related factors, including payor mix. The Compensation Committee established net revenue and Adjusted EBITDA goals that reflected the financial challenges and uncertain operating environment, particularly with regard to year-over-year changes in Adjusted EBITDA, that the Compensation Committee felt were still rigorous yet achievable. At the time the goals were approved, the Company's internal forecast for the Performance Share measurement period projected a modest decline in EBITDA and modest growth in net revenue, due to changes in payor mix, reduced patient volumes and increased pressures on clinical compensation. The Compensation Committee developed performance goals in light of these forecasts, noting that it would be extremely unlikely that an above-target award would be earned based on the financial forecasts at the time of the goal. The Compensation Committee believes the performance targets used for both net revenue and Adjusted EBITDA were challenging to achieve in the current market with adequate rigor. Consideration was also given to those factors that impacted previous year results (positively or negatively) but were not anticipated to impact 2019 results. In 2017, the Compensation Committee elected to eliminate a retesting feature of the equity program that allowed an additional opportunity to earn performance shares if the performance criteria were not met during the initial performance period, and consistent with equity awards granted in 2018, the 2019 equity awards did not include any retesting feature.

At the time the Compensation Committee set the performance goals for both the 2019 equity-based awards and the 2019 annual bonuses during February 2019 and March 2019, respectively, the 2019 budgeted results for the Company's MedData business was included in such performance goals. Beginning with the first quarter of 2019, the Company reported the results from MedData as discontinued operations as the business unit was considered an asset held for sale. The MedData organization was sold in October 2019. When the Company measured its 2019 performance against the preestablished goals, it was necessary to include a pro forma adjustment to increase the continuing operations results, which did not include the results of MedData, by the amount of net revenue and Adjusted EBITDA that was included in the preestablished performance goals. As a result of these pro forma adjustments, the achievement of actual net revenue and Adjusted EBITDA was measured on the same basis as the performance goals were set. These pro forma adjustments are described in more detail in the equity program table below.

The Compensation Committee believes the above approach used to establish financial performance goals for performance share awards results in goals that are challenging yet realistic and achievable, adequately rigorous and effective in continuing to motivate the executive team to drive the strong shareholder returns historically generated by the Company. Accordingly, the Committee believes the performance shares awarded appropriately align Company performance with executive compensation.

While this discussion of 2019 equity awards relates to performance targets for the 2019 performance period, we believe our approach to granting performance shares also creates long-term alignment, given that the value of the award realized by the NEOs will depend on the value of our stock when the shares vest over a multi-year period. As a result, we believe our NEOs are

### **Why We Use Adjusted EBITDA**

The Compensation Committee introduced the use of Adjusted EBITDA, a non-GAAP measure, as a performance measure for its equity-based awards beginning in 2019. In connection with its transformation and restructuring initiatives previously discussed, beginning with the first quarter of 2019, we began to incur and anticipate we will continue to incur certain expenses that are expected to be project-based and periodic in nature. Accordingly, we began reporting Adjusted EBITDA from continuing operations, defined as income (loss) from continuing operations before interest, taxes, depreciation and amortization, and transformational and restructuring related expenses. The Adjusted EBITDA measure is also intended to be further adjusted as necessary to exclude various non-ordinary course activities, such as costs and noncash charges, from the closure or sale of other assets, businesses, and other such activities. The Compensation Committee strives to set financial targets that are both challenging and realistic and believes this Adjusted EBITDA measure provides our shareholders with useful financial information to understand our underlying business trends and performance.

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incentivized not only to execute the Company's strategy but also to maintain discipline in its acquisition-related activities and processes in order to generate sustainable longer-term growth and increased shareholder value. We believe our approach also addresses our critical need to retain the highest-caliber executives in our industry—especially as the challenges in the healthcare sector grow increasingly more complex and competition for executive talent in the healthcare sector increases.

The table below outlines the 2019 equity award program:

Equity Component	How It Works																					
<p><b>Performance Share Awards (50%)</b></p> <p><i>Purpose:</i> To have the percentage of shares earned vary with Company performance achievement compared to pre-established goals</p>	<p>50% of the performance share award is tied to net revenue results and 50% is tied to Adjusted EBITDA results; results for each metric are considered separately.</p> <p>Performance was measured over a one-year period from January 1, 2019 through December 31, 2019.</p> <p>If shares are earned during this initial measurement period, they will vest over the first three anniversaries of the grant date (March 1, 2020, March 1, 2021 and March 1, 2022) subject to continued employment.</p> <p>Shares earned may vary from 0% to 150% of target based on achievement of net revenue and Adjusted EBITDA results during the initial measurement period:</p> <table border="1"> <thead> <tr> <th>Net Revenue Achieved*</th> <th>Shares Earned</th> <th>Adjusted EBITDA Achieved*</th> </tr> </thead> <tbody> <tr> <td>Below \$3,100,000</td> <td>0%</td> <td>Below \$475,000</td> </tr> <tr> <td>\$3,100,000</td> <td>25%</td> <td>\$475,000</td> </tr> <tr> <td>\$3,100,001 to \$3,299,999</td> <td>See Footnote (1) below</td> <td>\$475,001 to \$499,000</td> </tr> <tr> <td>\$3,300,000 to \$3,700,000</td> <td>100%</td> <td>\$500,000 to \$565,000</td> </tr> <tr> <td>\$3,700,001 to \$3,900,000</td> <td>See Footnote (1) below</td> <td>\$565,001 to \$600,000</td> </tr> <tr> <td>Over \$3,900,001</td> <td>150%</td> <td>Over \$600,000</td> </tr> </tbody> </table> <p>* To be adjusted on a pro forma basis as necessary to exclude the impacts, including costs and noncash charges, from the sale of MedData, the closure or sale of other assets, businesses, and other such activities. Net revenue achieved consisted of net revenue from continuing operations of \$3.5 billion plus a pro forma adjustment of \$183.5 million which represented the non-intercompany related net revenue included in the 2019 budget for MedData. Adjusted EBITDA achieved consisted of Adjusted EBITDA from continuing operations of \$500.8 million plus a pro forma adjustment of \$42.7 million which represented the non-intercompany related Adjusted EBITDA included in the 2019 budget for MedData.</p> <p>(1) Actual percentage of shares earned was determined by linear interpolation based on the actual growth rate achieved. For example, for each 1% of net revenue growth achieved between -1.99% and 1.99%, 18.75% of the performance shares would be earned for that metric, and for each 1% of net revenue growth achieved between 9.01% and 12.0%, 16.7% of the performance shares would be earned. In each case, any earned performance shares are subject to additional time-based vesting.</p> <p>Any shares that were not earned by December 31, 2019 would have been forfeited.</p>	Net Revenue Achieved*	Shares Earned	Adjusted EBITDA Achieved*	Below \$3,100,000	0%	Below \$475,000	\$3,100,000	25%	\$475,000	\$3,100,001 to \$3,299,999	See Footnote (1) below	\$475,001 to \$499,000	\$3,300,000 to \$3,700,000	100%	\$500,000 to \$565,000	\$3,700,001 to \$3,900,000	See Footnote (1) below	\$565,001 to \$600,000	Over \$3,900,001	150%	Over \$600,000
Net Revenue Achieved*	Shares Earned	Adjusted EBITDA Achieved*																				
Below \$3,100,000	0%	Below \$475,000																				
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\$3,100,001 to \$3,299,999	See Footnote (1) below	\$475,001 to \$499,000																				
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\$3,700,001 to \$3,900,000	See Footnote (1) below	\$565,001 to \$600,000																				
Over \$3,900,001	150%	Over \$600,000																				
<p><b>Restricted Stock Awards (50%)</b></p> <p><i>Purpose:</i> To encourage the retention of executives, while providing a continuing incentive to increase shareholder value since the realized value of the award will depend on the Company's share price at the times an award vests</p>	<p>Vesting was contingent upon the Company achieving a performance goal established at the time of the grant to preserve tax deductibility under §162(m) of the Code for applicable grants under grandfathered agreements consisting of Adjusted EBITDA for the 12 months ended December 31, 2019 of not less than \$425 million*. Because the performance goal was satisfied, shares will vest at the rate of one-third per year over the first three anniversaries of the grant date (March 1, 2020, March 1, 2021 and March 1, 2022) subject to continued employment.</p> <p>* To be adjusted on a pro forma basis as necessary to exclude the impacts, including costs and noncash charges, from the sale of MedData, the closure or sale of other assets, businesses, and other such activities. Adjusted EBITDA achieved consisted of Adjusted EBITDA from continuing operations of \$500.8 million plus a pro forma adjustment of \$42.7 million which represented the non-intercompany related Adjusted EBITDA included in the 2019 budget for MedData.</p> <p>If the performance goal had not been achieved by March 31, 2020, all shares would have been forfeited.</p>																					

## Other Practices, Policies & Guidelines

### *Equity Grant Practices*

The Compensation Committee determines the effective date of annual equity-based awards without regard to current or anticipated stock price levels. The Compensation Committee made the 2019 annual equity grant in February 2019 and may also make, and in the past has made, grants during the course of the year, primarily for new hires, promotions, to retain valued employees or to reward exceptional performance. These grants may be subject to performance conditions and/or time-based vesting, and are issued on the date of grant approval or upon a date certain following the grant approval date.

We follow equity grant procedures designed to promote the proper authorization, documentation and accounting for all equity grants. Pursuant to these procedures the Compensation Committee or the Board of Directors must formally approve all equity awards during an in person or telephonic meeting or by the unanimous written consent executed by all members of the Compensation Committee or the Board of Directors, as the case may be, it being understood that no equity award granted pursuant to any such written consent may have an effective date earlier than the date that all executed counterparts of such unanimous written consent are delivered to the General Counsel of the Company.

The grant-date fair value of our equity-based awards will be the closing sales price for a share of our common stock as reported on the New York Stock Exchange on the effective date of the grant as approved by the Compensation Committee or the Board of Directors, which date may not be prior to either the date such grant was approved or the commencement date of employment of the employee to whom the equity award is being made.

Our “insiders” can only buy or sell Company stock in accordance with our Insider Trading Policy, and our employees generally can only buy or sell Company stock in accordance with our Policy Statement on Inside Information and Insider Trading for All Employees.

NEOs are allowed to vote performance shares and restricted stock as a shareholder based on the number of shares held under restriction. Any dividends declared with respect to any performance share or restricted stock awards would be held until the awards vest, at which time the dividends would be paid to the NEOs. If performance shares or restricted stock are forfeited, the NEO’s rights to receive the dividends declared with respect to those shares would be forfeited as well. At present, the Company does not pay dividends and it has no current intention to do so in the future.

### *Clawback Policy*

The Company has adopted a “clawback policy” that permits the Company to seek to recover certain amounts of incentive compensation, including both cash and equity, awarded to any executive officer (as defined in the Exchange Act ) on or after January 1, 2014 if payment of such compensation was based on the achievement of financial results that were subsequently the subject of a restatement of our financial statements due to misconduct, and if the executive officer engaged in improper conduct that materially contributed to the need for restatement, and a lower amount of incentive compensation would have been earned based on the restated financial results.

### *Stock Ownership and Retention Policy*

The Compensation Committee believes that the Company’s Board of Directors and NEOs should maintain a material personal financial stake in the Company through the ownership of shares of the Company’s common stock to promote a long-term perspective in managing the enterprise and to align shareholder, director and executive interests.

Each of our NEOs are required to own shares of MEDNAX common stock with a value of not less than a specified multiple of his or her base salary. The policy also requires NEOs to retain 50% of net after-tax shares acquired during the year upon vesting (or exercise of stock options) unless his or her ownership level was satisfied as of the beginning of the year. These multiples were determined in accordance with current market practice.

The chart below shows the multiple of base salary ownership requirements and actual ownership levels as of December 31, 2019 for NEOs active as of December 31, 2019:

Name	Ownership Requirement	Ownership Level
Dr. Medel	6x base salary	72.6x base salary
Mr. Farber	2x base salary	3.9x base salary
Mr. Andreano	2x base salary	2.3x base salary
Mr. Pepia	2x base salary	5.5x base salary

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As the table above reflects, our NEOs hold a significant investment in MEDNAX, which is a strong reflection of our culture and aligns with our compensation philosophy.

Shares that count toward the ownership requirement are as follows:

- Owned outright by the NEO or Director, or by spouse or dependent children;
- Held in trust for economic benefit of the NEO or Director, or spouse or dependent children;
- Held in the MEDNAX 401(k) plan or other Company-sponsored benefit plan; and
- Restricted shares/units for which the underlying performance conditions have been met and only remain subject to time-based vesting requirements or any restricted shares/units only subject to time-based vesting requirements or the achievement of performance goals established at the time of the grant solely to preserve tax deductibility under Section 162(m) of the Code for grandfathered agreements.

The Compensation Committee will evaluate NEO ownership levels annually and will review this policy from time to time and, following consultation with the Board of Directors, make modifications as necessary or appropriate.

### ***Anti-Hedging and Anti-Pledging Policy***

All MEDNAX directors, management, financial and other insiders are prohibited from engaging in transactions in MEDNAX securities or derivatives of MEDNAX securities that might be considered hedging, such as selling short or buying or selling options. In addition, it is against the policy for such persons to hold securities in margin accounts or pledge MEDNAX securities as collateral for a loan, unless such person clearly demonstrates the financial capacity to repay the loan without resort to the pledged securities.

### ***Retirement and Deferred Compensation Plans***

We maintain a Thrift and Profit Sharing Plan (the “401(k) Plan”), which is a 401(k) plan, to enable eligible employees to save for retirement through a tax-advantaged combination of elective employee contributions and our discretionary matching contributions, and provide employees the opportunity to directly manage their retirement plan assets through a variety of investment options. The 401(k) Plan allows eligible employees to elect to contribute from 1% to 60% of their eligible compensation to an investment trust on a pre-tax and/or Roth after-tax basis, up to the maximum dollar amounts permitted by law. The 401(k) Plan also offers employees the option to voluntarily contribute additional funds on a non-deductible after-tax basis subject to certain limits. In 2019, the maximum employee pre-tax and/or Roth elective contribution to the 401(k) Plan was \$19,000, plus an additional \$6,000 for employees who were at least 50 years old in 2019. In 2020, the maximum employee pre-tax and/or Roth elective contribution to the 401(k) Plan is \$19,500. Eligible compensation generally means all wages, salaries and fees for services from the Company, up to a maximum specified amount permitted by law. Matching contributions under the 401(k) Plan are discretionary. For 2019, the Company matched 100% of the first 3% of eligible compensation that each eligible participant contributed to the 401(k) Plan on his or her behalf. The portion of an employee’s account under the 401(k) Plan that is attributable to matching contributions vests as follows: 30% after one year of service, 60% after two years of service, and 100% after three years of service. However, regardless of the number of years of service, an employee is fully vested in our matching contributions (and the earnings thereon) if the employee retires at age 65 or later, or terminates employment by reason of death or total and permanent disability. The 401(k) Plan provides for a variety of different investment options, in which the employee’s and the Company’s contributions are invested.

Although the Company maintains a non-qualified deferred compensation plan, none of the NEOs participate in that Plan.

The amounts of the Company’s matching contributions under the 401(k) Plan for 2019 for each of the NEOs are included in the “All Other Compensation” column of the Summary Compensation Table.

### ***Benefits and Perquisites***

We provide our NEOs with certain benefits designed to protect them and their immediate families in the event of illness, disability, or death. We believe it is necessary to provide these benefits in order for us to be successful in attracting and retaining executives in a competitive marketplace, and to provide financial security in these circumstances. NEOs are eligible for health and welfare benefits available to similarly situated eligible Company employees during active employment under the same terms and conditions. These benefits include medical, dental, vision, short-term and long-term disability and group-term life insurance coverage.

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Pursuant to the terms of their Employment Agreements, Dr. Medel and Messrs. Farber and Andreano are entitled to 38 days paid time off each year and Mr. Pepia is entitled to 28 days paid time off each year for vacation, illness, injury, personal days and other similar purposes in accordance with our policies in effect from time to time. Any paid time off not used during a calendar year may be carried over to the next year to the extent permitted under those policies. Dr. Medel and Mr. Calabro each are entitled under their Employment Agreements to utilize, for personal travel, the aircraft that the Company leases. Dr. Medel's personal use of the aircraft may not exceed 95 hours of flight in any calendar year, and Mr. Calabro's personal use of the aircraft was limited to 50 hours of flight in any calendar year without the consent of the Compensation Committee. The incremental cost to the Company of these benefits for Dr. Medel and Mr. Calabro is included in the "All Other Compensation" column of the Summary Compensation Table.

The Compensation Committee has reviewed our perquisites expenditures, and believes they continue to be an important element of the overall compensation package to retain current officers, and in fact command a higher perceived value than the actual cost.

### ***Termination of Employment and Change in Control Agreements***

As described in greater detail below, the Employment Agreements between the Company and each of the NEOs provide for the payment of certain compensation and benefits in the event of the termination of an executive's employment, the amount of which varies depending upon the reason for such termination. The Compensation Committee has reviewed the essential terms of these termination provisions, and believes they are reasonable, appropriate, and generally consistent with market practice. In the case of Dr. Medel, Mr. Farber and Mr. Andreano their current Employment Agreements provide that, if any amount payable to the executive in connection with a Change in Control would be subject to excise tax under Section 4999 of the Code, then the Company will reduce the payment to an amount equal to the largest portion of such payment that would result in no portion of such payment being subject to excise tax (unless such reduction would result in the executive receiving, on an after tax basis, an amount lower than the unreduced payment after taking into account all applicable federal, state and local employment taxes, income taxes and excise taxes, in which case the payment amount would not be reduced).

In certain situations pursuant to the terms of the award agreement or an executive's Employment Agreement, the performance and service requirements may be waived and vesting accelerated.

Additionally, any unvested restricted stock is generally forfeited upon termination of the employment of the NEOs. The Employment Agreements with our NEOs provide, however, that their restricted stock may vest or continue to vest after termination of employment in certain circumstances. For a more detailed explanation of the employment agreement terms governing vesting of equity in various termination events, please see the section below entitled "Potential Payments upon Termination or Change in Control".

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### Summary Compensation Table

The following table sets forth the 2019, 2018 and 2017 compensation for our principal executive officer, principal financial officer, and our other NEOs for the time they were deemed to be NEOs.

Name and Principal Position	Year	Salary	Stock Awards(1)	Non-Equity Incentive Plan Compensation	All Other Compensation	Total
Roger J. Medel, M.D.	2019	\$ 500,001(2)	\$ 6,150,034	\$ 1,125,000	\$ 291,241(3)	\$ 8,066,276
Chief Executive Officer	2018	\$ 1,000,000	\$ 8,000,040	\$ 669,000	\$ 268,977(3)	\$ 9,938,017
	2017	\$ 1,000,000	\$ 6,150,000	\$ —	\$ 215,508(3)	\$ 7,365,508
Stephen D. Farber	2019	\$ 550,000	\$ 2,400,008	\$ 412,500	\$ 36,649(5)	\$ 3,399,157
Executive Vice President and Chief Financial Officer	2018	\$ 192,882(4)	\$ 4,758,000	\$ 191,370	\$ 607,381(5)	\$ 5,749,633
Joseph M. Calabro	2019	\$ 300,000	\$ 3,750,026	\$ 223,151	\$ 538,945(6)	\$ 4,812,122
Former President	2018	\$ 600,000	\$ 5,000,005	\$ 267,600	\$ 155,790(6)	\$ 6,023,395
	2017	\$ 600,000	\$ 3,750,025	\$ —	\$ 90,766(6)	\$ 4,440,791
David A. Clark	2019	\$ 525,000	\$ 1,950,002	\$ 393,750	\$ 8,648(8)	\$ 2,877,400
Former Chief Operating Officer	2018	\$ 483,333(7)	\$ 3,220,840	\$ 234,150	\$ 11,288(8)	\$ 3,949,611
	2017	\$ 450,000	\$ 1,600,034	\$ 337,500	\$ 18,266(8)	\$ 2,405,800
Dominic J. Andreano	2019	\$ 475,000	\$ 1,050,025	\$ 356,250	\$ 8,648(10)	\$ 1,889,923
Executive Vice President, General Counsel and Secretary	2018	\$ 433,333(9)	\$ 1,353,036	\$ 211,850	\$ 11,288(10)	\$ 2,009,507
	2017	\$ 350,000	\$ 1,000,085	\$ 196,875	\$ 11,088(10)	\$ 1,558,048
John C. Pepia	2019	\$ 406,183(11)	\$ 1,500,026	\$ 159,375	\$ 8,648(12)	\$ 2,074,232
Senior Vice President and Chief Accounting Officer						

- (1) Stock awards consist of performance-based restricted stock awards, time-based restricted stock awards and time-based restricted stock unit awards. The amounts in this column reflect the grant-date fair value of the awards, calculated in accordance with the accounting guidance for equity-based compensation, but excluding the impact of estimated forfeitures. The amounts included for any performance-based restricted stock awards are calculated based on the most probable outcome of the performance conditions for such awards on the grant date. See the Grants of Plan-Based Awards in 2019 table for information on restricted stock awards granted in 2019. For information regarding the assumptions made in calculating the amounts reflected in this column, see Note 15, "Stock Incentive Plans and Stock Purchase Plans," to our Consolidated Financial Statements included in the Original Form 10-K.
- (2) The salary amount provided represents actual paid salary for 2019. Dr. Medel's salary was reduced to a net amount of \$1 effective July 1, 2019.
- (3) Reflects incremental costs in 2019, 2018 and 2017 of \$282,774, \$257,848 and \$204,578, respectively, for Dr. Medel's personal use of an aircraft which MEDNAX leases, in accordance with his Employment Agreement, additional compensation in 2019, 2018, and 2017 of \$8,400, \$11,000 and \$10,800, respectively, for 401(k) thrift and profit sharing matching contributions, and costs incurred by MEDNAX of \$66, \$130 and \$130, respectively, for term life insurance coverage.
- (4) The salary amount provided represents actual paid salary for 2018. Mr. Farber joined the Company effective August 22, 2018.
- (5) Reflects additional compensation of \$8,400 for 401(k) thrift and profit sharing matching contribution in 2019, costs incurred by MEDNAX of \$248 and \$48 for term life insurance coverage in 2019 and 2018, respectively, incremental costs in 2019 of \$28,001 for Mr. Farber's share of personal travel on an aircraft which MEDNAX leases, and \$300,000 for a sign-on bonus and \$300,000 for a relocation expense allowance in 2018.
- (6) Reflects \$300,000 for severance payments made pursuant to Mr. Calabro's employment agreement and \$150,000 for salary in lieu of 90 days' notice of termination in 2019, incremental costs in 2019, 2018 and 2017 of \$80,420, \$144,502 and \$79,678, respectively, for Mr. Calabro's personal use of an aircraft which MEDNAX leases, in accordance with his Employment Agreement, additional compensation in 2019, 2018 and 2017 of \$8,400, \$11,000 and \$10,800, respectively, for 401(k) thrift and profit sharing matching contributions, and costs incurred by MEDNAX in 2019, 2018 and 2017 of \$124, \$288 and \$288, respectively, for term life insurance coverage.
- (7) The salary amount provided represents actual paid salary for 2018. Mr. Clark received increases in base salary effective January 2018 and November 2018.
- (8) Reflects additional compensation of \$8,400, \$11,000 and \$10,800 for 401(k) thrift and profit sharing matching contributions in 2019, 2018 and 2017, respectively, costs incurred by MEDNAX of \$248, \$288 and \$288 for term life insurance coverage in each of 2019, 2018 and 2017, respectively, and incremental costs of \$7,178 in 2017 for Mr. Clark's share of personal travel on an aircraft which MEDNAX leases, which use of such aircraft occurred during travel with either Dr. Medel or Mr. Calabro under the terms of each executive's Employment Agreement.
- (9) The salary amount provided represents actual paid salary for 2018. Mr. Andreano received increases in base salary effective January 2018 and November 2018.
- (10) Reflects additional compensation of \$8,400, \$11,000 and \$10,800 for 401(k) thrift and profit sharing matching contributions in 2019, 2018 and 2017, respectively, and costs incurred by MEDNAX of \$248, \$288 and \$288, respectively, for term life insurance coverage in 2019, 2018 and 2017.
- (11) The salary amount provided represents actual paid salary for 2019. Mr. Pepia received an increase in base salary effective May 16, 2019.
- (12) Reflects additional compensation of \$8,400 for 401(k) thrift and profit sharing matching contributions and costs incurred by MEDNAX of \$248 for term life insurance coverage.



**Grants of Plan-Based Awards in 2019**

Name	Grant Date	Estimated Future Payouts Under Non-Equity Incentive Plan Awards(1)			Estimated Future Payouts Under Equity Incentive Plan Awards (Shares) (2)			All Other Stock Awards (Shares)	Grant-Date Fair Value of Stock Awards (5)
		Threshold	Target	Maximum	Threshold	Target	Maximum		
<b>Roger J. Medel, M.D.</b>									
Annual cash incentive		\$ 0	\$ 1,500,000	\$ 3,000,000					
Performance share award	2/12/19				0	89,208	133,812		\$ 3,075,017
Restricted stock award	2/12/19							89,209(3)	\$ 3,075,017
<b>Stephen D. Farber</b>									
Annual cash incentive		\$ 0	\$ 550,000	\$ 1,100,000					
Performance share award	2/12/19				0	34,812	52,218		\$ 1,200,004
Restricted stock award	2/12/19							34,814(3)	\$ 1,200,004
<b>Joseph M. Calabro</b>									
Annual cash incentive		\$ 0	\$ 600,000	\$ 1,200,000					
Performance share award	2/12/19				0	54,396	81,594		\$ 1,875,013
Restricted stock award	2/12/19							54,395(3)	\$ 1,875,013
<b>David A. Clark</b>									
Annual cash incentive		\$ 0	\$ 525,000	\$ 1,050,000					
Performance share award	2/12/19				0	28,286	42,429		\$ 975,001
Restricted stock award	2/12/19							28,285(3)	\$ 975,001
<b>Dominic J. Andreano</b>									
Annual cash incentive		\$ 0	\$ 475,000	\$ 950,000					
Performance share award	2/12/19				0	15,230	22,845		\$ 525,012
Restricted stock award	2/12/19							15,232(3)	\$ 525,013
<b>John C. Pepia</b>									
Annual cash incentive		\$ 0	\$ 212,500	\$ 425,000					
Restricted stock award	2/12/19							7,253(3)	\$ 250,011
Restricted stock award	6/01/19							50,690(4)	\$ 1,250,015

- (1) These columns reflect the range of payouts for 2019 annual cash bonuses under the MEDNAX, Inc. Amended and Restated 2008 Incentive Compensation Plan (the “Plan”). Amounts actually earned in 2019 are reported as Non-Equity Incentive Plan Compensation in the Summary Compensation Table. For a more detailed description of the annual cash awards, see the section entitled “Annual Bonuses” in CD&A.
- (2) Represents performance share awards granted under the Plan, for which shares earned had the ability to vary from 0% to 150% of target based on growth rates of net revenue and Adjusted EBITDA during the initial measurement period. Award amounts were divided equally into performance share awards (50%) and time-based restricted stock (50%). 50% of the performance share award was tied to the Company’s net revenue results and 50% of the performance share award was tied to the Company’s Adjusted EBITDA results; results for each metric were considered separately. Performance was measured over a one-year period from January 1, 2019 through December 31, 2019, and it was determined that the target shares were earned. The shares earned vest in three equal increments on March 1, 2020, March 1, 2021 and March 1, 2022, subject to continued employment. Had there been a Change in Control (as defined in the Plan) during 2019, the performance metrics would have automatically been deemed to have been met at at least the 100% level. Any shares not earned by March 31, 2020 would have been forfeited. For a more detailed description of our performance share awards and equity-based award granting policies, see the section entitled “2019 Equity-Based Awards” in CD&A.
- (3) Represents restricted stock awards granted under the Plan, for which the vesting was contingent upon the Company achieving a performance goal established at the time of the grant to preserve tax deductibility under §162(m) of the Code for grandfathered agreements. The performance goal was established as Company Adjusted EBITDA for the twelve months ended December 31, 2019 and must have equaled or exceeded \$425 million. Had there been a Change in Control (as defined in the Plan) during 2019, the Adjusted EBITDA performance measure for the Performance Based Restricted Shares would have automatically been deemed to have been met. The performance goal was achieved, and accordingly, the restricted stock awards will vest in three equal increments on March 1, 2020, March 1, 2021 and March 1, 2022, subject to continued employment. If, however, the Adjusted EBITDA goal had not been met, then the restricted stock would have terminated and become null and void. For a more detailed description of our restricted stock and equity-based award granting policies, see the section entitled “2019 Equity-Based Awards” in CD&A.
- (4) Represents restricted stock awards granted under the Plan. The restricted stock awards shall vest 50% on June 1, 2021 and 50% on June 1, 2022, subject to continued service on each such anniversary date.
- (5) The grant-date fair value of the performance share awards (based on the probable outcome of such conditions) and restricted stock awards is determined pursuant to the accounting guidance for equity-based compensation, and represents the total amount that will be expensed in our financial statements over the relevant vesting periods. For information regarding the assumptions made in calculating the amounts reflected in this column, see Note 15, “Stock Incentive Plans and Stock Purchase Plans,” to our Consolidated Financial Statements included in the Original Form 10-K.

**Outstanding Equity Awards at 2019 Fiscal Year-End**

Name	Stock Awards	
	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Yet Vested	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Yet Vested (1)
Roger J. Medel, M.D.	36,844(2)	\$ 1,023,895
	98,292(3)	\$ 2,731,535
	178,417(4)	\$ 4,958,208
Stephen D. Farber	50,000(5)	\$ 1,389,500
	69,626(4)	\$ 1,934,907
Joseph M. Calabro	22,466(2)	\$ 624,330
	61,432(3)	\$ 1,707,195
	108,791(4)	\$ 3,023,302
David A. Clark	14,741(6)	\$ 409,652
Dominic J. Andreano	2,996(2)	\$ 83,259
	9,828(8)	\$ 273,120
	9,215(3)	\$ 256,085
	7,500(7)	\$ 208,425
	30,462(4)	\$ 846,539
John C. Pepia	1,348(2)	\$ 37,461
	7,862(8)	\$ 218,485
	2,764(3)	\$ 76,812
	7,253(4)	\$ 201,561
	50,690(9)	\$ 1,408,675

- (1) Based on a stock price of \$27.79, which was the closing price of a share of our common stock on the New York Stock Exchange on December 31, 2019.
- (2) These performance share awards and restricted stock awards vest on June 1, 2020.
- (3) These performance share awards and restricted stock awards vest in two equal increments on each of March 1, 2020 and March 1, 2021.
- (4) These performance share awards and restricted stock awards vest in three equal increments on each of March 1, 2020, March 1, 2021 and March 1, 2022.
- (5) These restricted stock awards vest 60% on September 1, 2020 and 40% on September 1, 2021.
- (6) These restricted stock unit awards vest on July 13, 2020.
- (7) These restricted stock awards vest 60% on December 1, 2020 and 40% on December 1, 2021.
- (8) These restricted stock unit awards vested on March 1, 2020.
- (9) These restricted stock awards vest 50% on June 1, 2021 and 50% on June 1, 2022.



**Stock Vested in Fiscal Year 2019**

Name	Stock Awards (1)	
	Number of Shares Acquired on Vesting	Value Realized Upon Vesting (2)
Roger J. Medel, M.D.	110,529	\$ 3,131,108
Stephen D. Farber	50,000	\$ 1,054,000
Joseph M. Calabro	68,146	\$ 1,933,896
David A. Clark	41,853	\$ 1,124,744
Dominic J. Andreano	17,555	\$ 481,872
John C. Pepia	3,834	\$ 105,956

Note: There were no exercises of option awards in 2019 and no options are outstanding for any NEO as of December 31, 2019.

- (1) These columns reflect performance shares and restricted stock previously awarded to the NEO that vested during 2019.  
(2) Calculated based on the closing price of a share of our common stock on the New York Stock Exchange on the vesting date.

**Potential Payments Upon Termination or Change in Control**

In August 2011, the Company entered into a new Employment Agreement with Dr. Medel that replaced his previous Employment Agreement entered into in August 2008. In October 2017, the Company entered into an amendment to Dr. Medel's Employment Agreement to extend its term until August 2021. In August 2008, the Company entered into an Employment Agreement with Mr. Calabro. The Company entered into new Employment Agreements with Mr. Clark in February 2018. In August 2018, the Company entered into an Employment Agreement with Mr. Farber. In August 2019, the Company entered into a new Employment Agreement with Mr. Pepia. In February 2020, the Company entered into new Employment Agreements with Messrs. Farber and Andreano, which replaced their previous Employment Agreements. Each of these Employment Agreements provides for the Company to make certain payments and provide certain benefits to the executive upon termination of employment with the Company. Those provisions are summarized below.

*Termination by Company for Cause*. In the event that an executive's employment with the Company is terminated by the Company for Cause, then the Company will pay the executive his base salary through the termination date at the rate in effect at the termination date and reimburse the executive for any reasonable business expenses incurred through the date of termination.

The term "Cause" is defined in each of the Employment Agreements for Dr. Medel and Messrs. Farber and Andreano to mean the executive's (i) engagement in (A) willful misconduct resulting in material harm to the Company, or (B) gross negligence; (ii) conviction of, or pleading *nolo contendere* to, a felony or any other crime involving fraud, financial misconduct, or misappropriation of the Company's assets; (iii) willful and continual failure, after written notice, to (A) perform substantially his employment duties consistent with his position and authority, or (B) follow, consistent with his position, duties, and authorities, the reasonable lawful mandates of his supervisor; or (iv) breach of the requirements of his employment agreement with respect to the Company's confidential information. For purposes of this definition, acts or omissions taken by the executive in a good faith belief that they were in the best interests of the Company or if done at the express direction of the Company's Board of Directors will not be deemed willful or grossly negligent. In the Employment Agreement for Mr. Pepia, the term "Cause" is defined to mean (i) any act or omission of the executive which is materially contrary to the business interests, reputation or goodwill of the Company; (ii) a material breach by the executive of his obligations under the Employment Agreement, which breach is not promptly remedied upon written notice from the Company; (iii) his refusal to perform his duties as assigned pursuant to the Employment Agreement other than a refusal which is remedied by the executive promptly after receipt of written notice thereof by the Company; (iv) the determination by Employer made in good faith that Mr. Pepia's performance of his duties is below the Company's standards, and which performance is not cured after appropriate notice by the Company; or (v) his failure or refusal to comply with a reasonable policy, standard or regulation of the Company in any material respect.

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*Termination by Executive due to Poor Health or due to Executive's Death* . In the event that an executive terminates his employment due to the executive's health becoming impaired to any extent that makes the continued performance of his duties hazardous to the executive's physical or mental health or life ("Poor Health"), or the executive's employment terminates because of his death, then the Company will pay to the executive (or his estate) his base salary to the termination date, pay the executive a pro rata portion of the bonus that the executive would have received had his employment not terminated (as determined in accordance with the Employment Agreement) and reimburse the executive for any reasonable business expenses incurred through the date of termination. In addition, if the executive terminates his employment due to Poor Health, the executive will receive any disability payments otherwise payable under any plans provided by the Company.

*Termination due to Disability* . If the Company terminates the employment of Dr. Medel or Messrs. Farber, Andreano or Pepia by reason of his Disability, then the Company will continue to pay each executive his respective base salary for a period of 12 months after the termination date, in the case of Dr. Medel, and Messrs. Farber and Andreano, and 90 days after the termination date in the case of Mr. Pepia, and the actual performance bonus, on a pro rata basis, that would have been payable to the executive for the fiscal year if the executive had not been terminated.

*Termination by Company without Cause or by Executive for Good Reason or due to Change in Control* . If the Company terminates the employment of Dr. Medel or Mr. Calabro without Cause (which occurred in Mr. Calabro's case effective June 30, 2019 and which requires not less than 90 days' notice), or Dr. Medel terminates his employment for Good Reason, then the Company will (a) pay that executive's base salary through the termination date plus any reimbursement owed to that executive for any reasonable business expenses incurred through the date of termination, (b) continue to pay the executive's base salary for a period of 24 months after the termination date, (c) on the first and second anniversaries of the termination date, pay the executive an amount equal to the greater of his "average annual performance bonus" or his bonus for the year immediately preceding his termination and (d) pay the executive a pro rata portion of the bonus he would have received for the year in which his employment terminates. If the termination is due to a Change in Control, then the performance bonuses referred to in (c) above would be paid to the executive in a lump sum within 90 days of the termination date. If the Company terminates the employment of Dr. Medel without Cause or Dr. Medel terminates his employment for Good Reason in either case within 24 months following a Change in Control, the Company will pay his base salary through the termination date plus any reimbursement owed to him for any reasonable business expenses incurred through the date of termination and continue to pay Dr. Medel's base salary for 36 months after the termination date and, within 90 days following such termination date, an amount equal to three times the greater of his "average annual performance bonus" or his bonus for the year immediately preceding his termination. Upon the termination of Mr. Clark without Cause on January 13, 2020, effective as of December 31, 2019, the Company is required to (a) pay his base salary through the termination date plus any reimbursement owed to him for any reasonable business expenses incurred through the date of termination, (b) continue to pay his base salary for a period of 24 months after the termination date, (c) on the first anniversary of the termination date, pay Mr. Clark an amount equal to 1.5 times the executive's "average annual performance bonus", and (d) pay Mr. Clark a pro rata portion of the bonus he would have received for 2019. If the Company terminates the employment of Messrs. Farber or Andreano without Cause or if the executive terminates his own employment for Good Reason, then the Company will (a) pay that executive's base salary through the termination date plus any reimbursement owed to that executive for any reasonable business expenses incurred through the date of termination, (b) continue to pay the executive's base salary for a period of 24 months after the termination date, (c) within 30 days of the first anniversary of the termination date (within 90 days of the termination date in the case of termination by Messrs. Farber or Andreano for Good Reason), pay the executive an amount equal to the greater of (i) 1.5 times the executive's average annual performance bonus (as defined below) or (ii) 1.5 times the executive's target performance bonus amount (as defined in the employment agreements), and (d) pay the executive a pro rata portion of his target bonus amount. For this purpose, "average annual performance bonus" means the average of the executive's earned performance bonus as a percentage of base salary for the three years preceding such termination date, multiplied by the executive's base salary at the time of termination. If Mr. Pepia terminates his employment for Good Reason (including a Change in Control Good Reason, as defined below), then the Company will (a) pay him base salary through the termination date plus any reimbursement owed to him for any reasonable business expenses incurred through the date of termination, (b) continue to pay him base salary for a period of 12 months after the termination date, (c) pay him a pro rata portion of the performance bonus he would have received for the year in which his

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employment terminates, and (d) pay him an amount equal to the greater of his “average annual performance bonus” (as defined in his Employment Agreement) or his bonus for the year immediately preceding his termination. If the Company terminates the employment of Mr. Pepia without Cause, then the Company will (a) pay his base salary through the termination date plus any reimbursement owed to him for any reasonable business expenses incurred through the date of termination, (b) continue to pay his base salary for a period of 12 months after the termination date, (c) pay him a pro rata portion of the performance bonus he would have received for the year in which his employment terminates, and (d) within 30 days of the first anniversary of the termination date, pay him an amount equal to his “average annual performance bonus.” For this purpose, “average annual performance bonus” means (i) the average of the percentage of the performance bonus target achieved by the executive for the three full calendar years prior to the termination date. If the termination is due to a Change in Control, then the performance bonuses referred to in (d) above would be paid to the executive in a lump sum within 90 days of the termination date. For purposes of this definition, “Good Reason” will not be deemed to exist unless the executive provides the Company with written notice of the existence of such condition within 180 days after the initial existence of the condition and the Company fails to remedy the condition within 30 days after its receipt of such notice.

The Employment Agreement for Dr. Medel defines “Good Reason” to mean (i) a material diminution in his base salary or performance bonus eligibility; (ii) a material diminution in his authority, duties, or responsibilities; (iii) a material diminution in the authority, duties or responsibilities of the supervisor to whom Dr. Medel is required to report, including a requirement that Dr. Medel report to a corporate officer or employee instead of reporting directly to the Board of Directors of the Company; (iv) a material diminution in the budget over which Dr. Medel retains authority; (v) a material change in the geographic location at which Dr. Medel must perform the services under his Employment Agreement; or (vi) any other action or inaction that constitutes a material breach by the Company under his Employment Agreement. The Employment Agreement for Messrs. Farber and Andreano defines “Good Reason” to mean (i) a decrease in the executive’s base salary; (ii) a decrease in the performance bonus potential utilized by the Company in determining a performance bonus for the executive; (iii) a failure by the Compensation Committee to approve an annual equity grant of at least the amount set forth in his Employment Agreement; (iv) assigned any position, duties, responsibilities or compensation that is inconsistent with his current position, duties, responsibilities or compensation; (v) a material diminution in his authorities, duties or responsibilities, provided that, if following a Change in Control, the Company’s stock is no longer listed for trading on a national securities exchange, the executive has Good Reason to terminate his employment; (vi) Messrs. Farber or Andreano are required to report to any person other than the senior most executive officer of the Company, the Board or a duly constituted committee thereof, or if the senior most executive officer of the Company is any person other than Dr. Medel, unless such executive becomes the senior most executive officer of the Company; (vii) Messrs. Farber or Andreano are required to be based in any office or location outside of the metropolitan area where the Company’s present corporate offices are located; or (viii) any other action or inaction that constitutes a material breach of this Agreement by Employer. The Employment Agreement for Mr. Pepia defines “Good Reason” to mean (i) a decrease in the his base salary; (ii) a decrease in the performance bonus potential utilized by the Company in determining a performance bonus for the executive; (iii) within a twelve-month period after a Change in Control, the executive is either (a) terminated, (b) assigned any position, duties, responsibilities or compensation that is inconsistent with his position, duties, responsibilities or compensation prior to such Change in Control, or (c) forced to relocate to another location more than 25 miles from the Company’s location prior to the Change in Control (each of (iii)(a),(b) and (c) a “Change in Control Good Reason”); (iv) the assignment to the executive of any officer position inconsistent with his present position or material diminution in authority, other than any isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by the Company promptly after receipt of written notice; or (v) the requirement by the Company that the executive be based in any office or location outside of the metropolitan area where the Company’s present corporate offices are located, except for travel reasonably required in the performance of Mr. Pepia’s duties.

The term “Change in Control” is defined in each executive’s Employment Agreement to mean (i) the acquisition by a person or an entity or a group of persons and entities, directly or indirectly, of more than 50% of the Company’s common stock in a single transaction or a series of transactions (hereinafter referred to as a “50% Change in Control”); (ii) a merger or other form of corporate reorganization resulting in an actual or *de facto* 50% Change in Control; or (iii) the failure of Applicable Directors (as defined below) to constitute a majority of the Company’s Board of Directors during any two (2) consecutive year period after the date of each of the executive’s Employment Agreement (the “Two-Year Period”). “Applicable Directors” means those individuals who are members of the Company’s Board of Directors at the inception of the Two-Year Period and any new Director whose election to the Board of Directors or nomination for election to the Board of Directors was approved (prior to any vote thereon by the shareholders) by a vote of at least two-thirds of the Directors then still in office who either were Directors at the beginning of the Two-Year Period at issue or whose election or nomination for election during such Two-Year Period was previously approved as provided in this sentence.

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*Termination by Executive* . An executive may terminate his employment, other than for Good Reason or due to a Change in Control, upon 90 days' notice to the Company. In such event, the Company will continue to pay the executive his base salary through the termination date, and in the case of Dr. Medel, if in connection with such termination Dr. Medel gives sufficient notice and executes a general release of the Company, then the Company will pay Dr. Medel a pro rata portion of the bonus that Dr. Medel would have received had his employment not terminated (as determined in accordance with his Employment Agreement). In addition, the Company will reimburse Dr. Medel for any reasonable business expenses incurred through the date of termination. If the Company specifies a termination date for the employment of any of the NEOs that is less than 90 days, as applicable after the Company's receipt of written notice of such termination from the executive, then the Company will continue to pay to the executive his base salary for a period ending on such 90<sup>th</sup> day.

*Employment Transition and Severance Agreement* . If the Company so requests within five business days following a termination of the employment of Dr. Medel by reason of his Disability, termination by the Company without Cause, termination by the executive due to Poor Health, or termination by Dr. Medel for Good Reason, then he will continue to be employed by the Company on a part-time basis for a period (the "transition period") to be determined by the Company of up to 90 days, unless extended by mutual agreement. During this transition period, Dr. Medel is required to perform such services as may reasonably be required for the transition to others of matters previously within his responsibilities. Unless otherwise mutually agreed, Dr. Medel will not be required to serve more than five days per month during the transition period. For services during the transition period, Dr. Medel will be compensated at a daily rate equal to his base salary immediately prior to the termination of his employment divided by 365.

*Continuation of Group Health Coverage* . The Employment Agreement for each named executive officer also provides for the continuation in any self-insured, group health plan sponsored by the Company as if the executive were still an employee of the Company during any severance period or transition period. For this purpose, "severance period" means the period after the termination date during which the executive continues to receive base salary payments following the termination of employment as described above. In addition, in the case of Dr. Medel, upon termination of his employment for any reason and only if he and his eligible dependents first irrevocably decline any continuation coverage provided pursuant to the applicable provisions in the Employee Retirement Income Security Act of 1974, he and his eligible dependents will be entitled to elect to continue in any self-insured, group health plan sponsored by the Company as if he were still an employee of the Company (the "Enhanced Coverage"), during a period of five years following the later of the termination date, the end of the severance period or the end of the transition period. In its sole discretion, the Company may provide healthcare insurance to Dr. Medel and his eligible dependents through one or several insurance carriers selected by the Company in lieu of the Enhanced Coverage (the "Alternate Enhanced Coverage"), provided the coverage is substantially comparable. Dr. Medel will pay the full cost of the Enhanced Coverage or the cost of the Alternate Enhanced Coverage, up to the cost of the plan for such period of coverage for similarly situated employees and covered beneficiaries.

*Vesting of Equity Awards*. The Employment Agreement for Dr. Medel provides that all unvested stock options, stock appreciation rights, restricted stock and other stock based awards granted to Dr. Medel by the Company will continue to vest until fully vested following the termination of Dr. Medel's employment due to Disability, termination without Cause, Good Reason, Poor Health or death. The Employment Agreement for Mr. Calabro provided that all unvested stock options, stock appreciation rights, restricted stock and other stock based awards granted to Mr. Calabro by the Company will continue to vest until fully vested following the termination of Mr. Calabro's employment without Cause effective June 30, 2019, subject to Mr. Calabro's continued compliance with his restrictive covenants in favor of the Company. In addition, in the event of a Change in Control, for Dr. Medel such awards will automatically vest and, in the case of stock options and stock appreciation rights, become immediately exercisable. In the event Messrs. Farber, Andreano or Clark's employment is terminated by the Company without Cause (which occurred in Mr. Clark's case on January 13, 2020, effective as of December 31, 2019), or by the executive for Good Reason, any unvested equity awards shall automatically vest. Further, in the event Mr. Farber's or Andreano's employment is terminated due to Disability, Poor Health or death, any unvested equity awards shall automatically vest. In the event that, at any time following a Change in Control, Mr. Pepia is terminated by the

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Company without Cause or by the executive for Good Reason, provided that termination by the executive for Good Reason related to a diminution in duties following a Change in Control must occur within the 12-month period following a Change in Control, any unvested stock options, unvested restricted stock, unvested stock appreciation rights and other unvested incentive compensation awards, held by the executive on the termination date will automatically vest and, in the case of stock options, become immediately exercisable as of the effective date of such termination.

*Payments of Unused Leave Time* . In accordance with the Company's paid time off policies, an executive officer will be paid any earned but unused paid time off upon termination. This payment will occur in all termination events. In addition to the leave time that the executive accrues in any year, such executive may carry forward 10 days of leave time from the prior year; therefore, the maximum payout upon termination for each executive would be the value of such executive's contracted annual leave time plus 10 carry-over days.

*Restrictive Covenants* . Pursuant to his or her Employment Agreement, each executive officer is subject to certain restrictive covenants that survive termination of employment, such as 18 or 24-month non-solicitation and non-competition restrictive covenants, a customary confidentiality agreement surviving the term of the Employment Agreement and a 10-year non-disparagement restrictive covenant. If the executive fails to comply with any of those restrictive covenants, he or she will not be entitled to receive any further payments or benefits as a result of the termination of his or her employment (other than his or her base salary through the date of termination and reimbursement of any reasonable business expenses incurred through the date of termination). In addition, the Company then will have the right to terminate without advance notice any future payments and benefits of every kind that otherwise would be due to the executive on account of his or her termination of employment.

The following table illustrates the payments and benefits that each of Dr. Medel and Messrs. Farber, Andreano and Pepia would have received under his Employment Agreement if his employment with the Company had terminated for any of the reasons described above on December 31, 2019. Mr. Clark was terminated by the Company without Cause effective as of December 31, 2019. The amounts presented in the tables, reflect compensation (including equity ownership) at such year end, are estimates only and do not necessarily reflect the actual value of the payments and other benefits that would be received by the NEOs, which would only be known at the time that employment actually terminates.

Executive	Compensation Components	TRIGGERING EVENT						
		Change in Control	By Executive without Good Reason	By Company for Cause	By Company without Cause	By Executive for Good Reason	By the Company by Reason of Executive's Disability	By Executive Due to Poor Health or Due to Executive's Death
Roger J. Medel, M.D.	Cash Severance(1)	\$ 6,375,000	\$ 1,125,000	\$ — (10)	\$ 5,375,000	\$ 5,375,000	\$ 2,125,000	\$ 1,125,000
	Long-term Incentives(5)	8,713,638	—	—	8,713,638	8,713,638	8,713,638	8,713,638
	Other Compensation(6)	198,000	198,000	198,000	198,000	198,000	198,000	198,000
	<b>Total Benefit to Employee</b>	<b>\$ 15,286,638</b>	<b>\$ 1,323,000</b>	<b>\$ 198,000</b>	<b>\$ 14,286,638</b>	<b>\$ 14,286,638</b>	<b>\$ 11,036,638</b>	<b>\$ 10,036,638</b>
Stephen D. Farber	Cash Severance(2)	\$ 2,887,500	\$ —	\$ — (10)	\$ 2,337,500	\$ 2,062,500	\$ 1,237,500	\$ 412,500
	Long-term Incentives(7)	3,324,407	—	—	3,324,407	3,324,407	3,324,407	3,324,407
	<b>Total Benefit to Employee</b>	<b>\$ 6,211,907</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 5,661,907</b>	<b>\$ 5,386,907</b>	<b>\$ 4,561,907</b>	<b>\$ 3,736,907</b>
David A. Clark	Cash Severance(3)	\$ —	\$ —	\$ —	\$ 1,575,000	\$ —	\$ —	\$ —
	Long-Term Incentives (7)	—	—	—	3,232,088	—	—	—
	<b>Total Benefit to Employee</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 4,807,088</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>
Dominic J. Andreano	Cash Severance(3)	\$ 1,662,500	\$ —	\$ — (10)	\$ 1,425,000	\$ 1,425,000	\$ 1,068,750	\$ 356,250
	Long-term Incentives(8)	1,667,428	—	—	—	1,667,428	1,667,428	1,667,428
	<b>Total Benefit to Employee</b>	<b>\$ 3,329,928</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 1,425,000</b>	<b>\$ 3,092,428</b>	<b>\$ 2,736,178</b>	<b>\$ 2,023,678</b>
John C. Pepia	Cash Severance(4)	\$ 584,375	\$ —	\$ — (10)	\$ 743,750	\$ 743,750	\$ 265,625	\$ 159,375
	Long-term Incentives(9)	1,942,993	—	—	1,942,993	1,942,993	—	—
	<b>Total Benefit to Employee</b>	<b>\$ 2,527,368</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 2,686,743</b>	<b>\$ 2,686,743</b>	<b>\$ 265,625</b>	<b>\$ 159,375</b>

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- (1) Cash severance includes: (i) in the case of a termination by the executive without Good Reason, base salary through the date of termination, the actual performance bonus, on a pro rata basis, that would have been payable to the executive for the fiscal year, as set forth in the Summary Compensation Table, if the executive had not been terminated so long as the executive gives sufficient notice and executes a general release of Company plus any reimbursement owed to the executive for reasonable business expenses incurred through the date of termination, (ii) in the case of termination by the Company without Cause or by the executive for Good Reason, (a) continuation of base salary through the termination date, plus any reimbursement owed to the executive for any reasonable business expenses incurred through the date of termination, (b) continuation of base salary for 24 months after the termination date, (c) on the first and second anniversaries of the termination date, the greater of the executive's "average annual performance bonus" (as defined in the executive's Employment Agreement) or his prior year's bonus (this amount is paid as a lump sum within 90 days of the termination date if the termination is in connection with a Change in Control) and (d) the actual performance bonus, on a pro rata basis, that would have been payable to the executive for the fiscal year if the executive had not been terminated, (iii) in the case of termination by the Company without Cause or Dr. Medel for Good Reason, in either case within 24 months following a Change in Control: (a) continuation of base salary through the termination date, plus any reimbursement owed to the executive for any reasonable business expenses incurred through the date of termination, (b) continuation of base salary for 36 months after the termination date, (c) within 90 days following such termination, an amount equal to three times the greater of the executive's "average annual performance bonus" (as defined in the executive's Employment Agreement) or his prior year's bonus, and (iv) in the case of termination by the Company on account of the executive's Disability, continuation of base salary for a period of 12 months after the termination date and the actual performance bonus, on a pro rata basis, that would have been payable to executive for the fiscal year if executive had not been terminated, and (v) in the case of termination by the executive due to executive's Poor Health or Death, the executive's base salary through the termination date, the actual performance bonus, on a pro rata basis, that would have been payable to the executive for the fiscal year if the executive had not been terminated plus any reimbursement owed to the executive for reasonable business expenses incurred through the date of termination.
- (2) Cash severance includes: (i) in the case of termination by the Company without Cause, (a) continuation of base salary through the termination date, plus any reimbursement owed to the executive for any reasonable business expenses incurred through the date of termination, (b) continuation of base salary for 24 months after the termination date, (c) the actual performance bonus, on a pro rata basis, that would have been payable to the executive for the fiscal year if the executive had not been terminated, and (d) the executive's "average annual performance bonus" (as defined in the executive's Employment Agreement), (ii) in the case of termination by the Executive for Good Reason, (a) continuation of base salary through the termination date, plus any reimbursement owed to the executive for any reasonable business expenses incurred through the date of termination, (b) continuation of base salary for 18 months after the termination date (24 months in the case of Good Reason termination following a Change in Control, each as defined in the Executive's Employment Agreement), (c) an amount equal to 1.5 times the executive's "average annual performance bonus" (as defined in the executive's Employment Agreement), and (d) the actual performance bonus, on a pro rata basis, that would have been payable to the executive for the fiscal year if the executive had not been terminated, and (iii) in the case of termination by the Company on account of the executive's Disability, the Company will pay the executive his base salary for a period of 12 months after the termination date and the actual performance bonus, on a pro rata basis, that would have been payable to the executive for the fiscal year if the executive had not been terminated, and (iv) in the case of termination by the executive due to the executive's Poor Health or Death, the executive's base salary through the termination date, plus any reimbursement owed to the executive for reasonable business expenses incurred through the date of termination and the actual performance bonus, on a pro rata basis, that would have been payable to the executive for the fiscal year if the executive had not been terminated.
- (3) Cash severance includes: (i) in the case of termination of Mr. Clark or Mr. Andreano by the Company without Cause or by the executive for Good Reason (in the case of Mr. Andreano), (a) continuation of base salary through the termination date, plus any reimbursement owed to the executive for any reasonable business expenses incurred through the date of termination, (b) continuation of base salary for 18 months after the termination date, (c) the actual performance bonus, on a pro rata basis, that would have been payable to the executive for the fiscal year if the executive had not been terminated, and (d) the executive's "average annual performance bonus" (as defined in the executive's Employment Agreement), (ii) in the case of Mr. Andreano's termination by the Company on account of his Disability, the Company will pay his base salary for a period of 12 months after the termination date and the actual performance bonus, on a pro rata basis, that would have been payable to him for the fiscal year if he had not been terminated, and (iii) in the case of termination of Mr. Andreano by himself due to his Poor Health or Death, his base salary through the termination date, plus any reimbursement owed to Mr. Andreano for reasonable business expenses incurred through the date of termination and the actual performance bonus, on a pro rata basis, that would have been payable to him for the fiscal year if he had not been terminated.
- (4) Cash severance includes: (i) in the case of termination by the Company without Cause or by the Executive for Good Reason, (a) continuation of base salary through the termination date, plus any reimbursement owed to the executive for any reasonable business expenses incurred through the date of termination, (b) continuation of base salary for 12 months after the termination date, (c) the actual performance bonus, on a pro rata basis, that would have been payable to the executive for the fiscal year if the executive had not been terminated, and (d) the greater of the executive's "average annual performance bonus" (as defined in the executive's Employment Agreement) or his prior year's performance bonus, on a pro rata basis, that would have been payable to the executive for the fiscal year if the executive had not been terminated, (ii) in the case of termination by the Company on account of the executive's Disability, the Company will pay the executive his base salary for a period of 12 months after the termination date and the actual performance bonus, on a pro rata basis, that would have been payable to the executive for the fiscal year if the executive had not been terminated, and (iii) in the case of termination by the executive due to the executive's Poor Health or Death, the executive's base salary through the termination date, plus any reimbursement owed to the executive for reasonable business expenses incurred through the date of termination and the actual performance bonus, on a pro rata basis, that would have been payable to the executive for the fiscal year if the executive had not been terminated.
- (5) This amount reflects the value of the executive's unvested restricted stock as of December 31, 2019 that would continue to vest until fully vested if a specified termination event had occurred on December 31, 2019. In the case of a Change in Control, the vesting of such unvested restricted stock is immediate whether or not the executive's employment is terminated.
- (6) If Dr. Medel's employment is terminated for any reason, the Company will reimburse Dr. Medel for mutually agreed upon lease space and reasonable wages to an administrative assistant for two years from his date of termination. This amount represents the approximate cost of lease space and reasonable wages to an administrative assistant for two years.
- (7) This amount reflects the value of the executive's unvested restricted stock as of December 31, 2019 that would vest if a specified termination event had occurred on December 31, 2019.



- (8) This amount reflects the value of the executive's unvested restricted stock as of December 31, 2019 that would continue to vest until fully vested if a specified termination event had occurred on December 31, 2019. Other than as determined by the Compensation Committee for any particular grant, in the case of a Change in Control, the vesting of such unvested restricted stock is immediate in the case of termination by the Company without Cause or by the executive for Good Reason following a Change in Control, or in the event that termination by the executive for Good Reason related to certain triggering events following a Change in Control occurs within the 24-month period of a Change in Control, any unvested restricted stock will automatically vest.
- (9) This amount reflects the value of the executive's unvested restricted stock as of December 31, 2019 that would continue to vest until fully vested if a specified termination event had occurred on December 31, 2019. Other than as determined by the Compensation Committee for any particular grant, in the case of a Change in Control, the vesting of such unvested restricted stock is immediate in the case of termination by the Company without Cause or by the executive for Good Reason following a Change in Control, or in the event that termination by the executive for Good Reason related to certain triggering events following a Change in Control occurs within the 12-month period of a Change in Control, any unvested restricted stock will automatically vest. If the executive is terminated for Cause, then the Company will continue to pay the executive his base salary through the termination date plus any reimbursement owed to the executive for any reasonable business expenses incurred through the date of termination.

## CHIEF EXECUTIVE OFFICER PAY RATIO

Our CEO’s annual total compensation for 2019 was \$8,066,275, as reflected in the Summary Compensation Table included in this Form 10-K/A. The calculation of annual total compensation of all employees, excluding our CEO, as of December 31, 2019 was determined using 2019 W-2 compensation, on an annualized basis for full-time employees who were not employed by us for all of 2019. Our median employee’s annual total compensation for 2019 was \$98,094. As a result, we estimate that our CEO’s 2019 annual total compensation was approximately 82 times that of our median employee.

### Compensation Committee Interlocks and Insider Participation

In 2019, none of our executive officers or Directors was a member of the Board of Directors of any other company where the relationship would be considered a compensation committee interlock under the SEC rules.

### DIRECTOR COMPENSATION

Each non-employee Director receives the following compensation for their service: (i) an annual retainer fee of \$65,000, payable quarterly, (ii) an annual fee of \$7,500 for attendance at meetings, payable quarterly, (iii) an additional annual retainer fee of \$50,000, payable quarterly, for the Chairman of the Board of Directors and an additional annual retainer fee of \$25,000, payable quarterly, for the Lead Independent Director, (iv) an additional annual retainer fee of \$20,000, payable quarterly, for the chair of the Audit Committee, and (v) an additional annual retainer fee of \$10,000 per committee, payable quarterly, for the chair of any committee of the Board of Directors other than the Audit Committee. In addition, each year, each non-employee Director is granted restricted stock with a grant date fair value of \$127,500, vesting in equal annual increments over a three-year period commencing on the anniversary of the date of grant.

The Board of Directors’ policy for awarding restricted stock also applies to each non-employee Director upon his or her initial election or appointment to the Board of Directors. The grant date fair value of the award will be \$200,000 with a three-year vesting period. We provide grants of equity to our Directors because we believe that it helps foster a long-term perspective and aligns our Directors’ interests with that of our shareholders. All non-management members of our Board of Directors are required to own MEDNAX common stock worth three times their annual base cash retainer fee. MEDNAX also reimburses all of its Directors for out-of-pocket expenses incurred in connection with the rendering of services as a Director.

Due to the impacts of COVID-19 on the Company’s business, in March 2020, the Board of Directors agreed to forego their annual cash retainer and cash meeting payments, until further notice.

The following table includes all non-employee Directors who served in 2019. Dr. Medel does not earn additional income for his service as a Director.

Name	Fees Earned or Paid in Cash(1)	Stock Awards(2)	Total Compensation
Cesar L. Alvarez	\$ 122,500	\$127,505	\$ 250,005
Manuel Kadre	\$ 107,500	\$127,505	\$ 235,005
Karey D. Barker	\$ 72,500	\$127,505	\$ 200,005
Waldemar A. Carlo, M.D.	\$ 82,500	\$127,505	\$ 210,005
Michael B. Fernandez	\$ 72,500	\$127,505	\$ 200,005
Paul G. Gabos	\$ 92,500	\$127,505	\$ 220,005
Pascal J. Goldschmidt, M.D.	\$ 76,236	\$127,505	\$ 203,741
Carlos A. Migoya (3)	\$ 45,412	\$200,004	\$ 245,416
Michael A. Rucker (3)	\$ 45,412	\$200,004	\$ 245,416
Enrique J. Sosa, Ph.D.	\$ 78,764	\$127,505	\$ 206,269

- (1) This column reports the amount of cash compensation earned in 2019 for Board and committee service.
- (2) The amounts in this column reflect the grant-date fair value of the restricted stock awards, calculated in accordance with the FASB Accounting Standards Codification (ASC) Topic 718, but excluding the impact of estimated forfeitures. The following Directors had outstanding stock option awards and restricted stock awards, respectively, at the end of fiscal year 2019: Mr. Alvarez (18,202 and 6,029), Mr. Kadre (-0- and 6,029), Ms. Barker (-0- and 6,029), Dr. Carlo (18,202 and 6,029), Mr. Fernandez (-0- and 6,029), Mr. Gabos (18,202 and 6,029), Dr. Goldschmidt (-0- and 6,029), Mr. Migoya (-0- and 7,345), Mr. Rucker (-0- and 7,345) and Dr. Sosa (18,202 and 6,029). For information regarding the assumptions made in calculating the amounts reflected in this column, see Note 15, “Stock Incentive Plans and Stock Purchase Plans,” to our Consolidated Financial Statements included in the Original Form 10-K filed on February 20, 2020.
- (3) Elected to the Company’s Board of Directors in May 2019.



## ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

### SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table provides information as of December 31, 2019, with respect to shares of our common stock that may be issued under existing equity compensation plans, including our Amended and Restated 2008 Incentive Compensation Plan (the “Amended and Restated 2008 Incentive Plan”), our ESPP and our SPP.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders	72,808(1)	\$ 32.49	9,404,824(2)
Equity compensation plans not approved by security holders	N/A	N/A	N/A
Total	<u>72,808</u>	<u>\$ 32.49</u>	<u>9,404,824</u>

(1) All shares are issuable under the Amended and Restated 2008 Incentive Plan.

(2) Under the Amended and Restated 2008 Incentive Plan, 8,321,355 shares remain available for future issuance, and under the ESPP and the SPP, an aggregate of 1,083,469 shares remain available for future issuance.

#### Delinquent Section 16(a) Reports

Section 16(a) of the Exchange Act requires MEDNAX’s Directors and executive officers, and persons who own more than 10% of our common stock, to file with the SEC reports of ownership and changes in ownership of our common stock.

Based solely on a review of the copies of such reports filed with the SEC, the absence of a Form 3, 4 or 5, or representations from certain reporting persons that no Forms 5 were required, MEDNAX believes that all Section 16(a) filing requirements applicable to its Directors, officers and greater than 10% beneficial owners were complied with during the fiscal year ended December 31, 2019, with the exception of initial restricted stock grants for Messrs. Rucker and Migoya following their appointment to the Company’s Board, which were disclosed in Form 3 filings, two days after the deadline to disclose the grants on Form 4.

**Security Ownership of Certain Beneficial Owners and Management**

The following table sets forth information concerning the beneficial ownership of common stock of MEDNAX as of April 15, 2020, for the following:

- Each person known to us to be a beneficial owner of more than 5% of our outstanding shares of common stock;
- Each of our Directors;
- Our Chief Executive Officer and our other NEOs; and
- All of our Directors and executive officers as a group.

Name of Beneficial Owner(1)	Common Stock Beneficially Owned(2)	
	Shares	Percent
BlackRock, Inc.(3)	7,869,083	9.2%
Starboard Value LP(4)	7,590,000	8.9%
The Vanguard Group, Inc.(5)	7,493,058	8.8%
ArrowMark Colorado Holdings, LLC(6)	5,352,519	6.3%
Dimensional Fund Advisors LP(7)	5,005,995	5.9%
Roger J. Medel, M.D.(8)	1,719,111	2.0%
Cesar L. Alvarez(9)	66,605	*
Karey D. Barker(10)	17,778	*
Waldemar A. Carlo, M.D.(11)	50,004	*
Michael B. Fernandez(12)	605,005	*
Paul G. Gabos(13)	42,515	*
Pascal J. Goldschmidt, M.D.(14)	15,538	*
Manuel Kadre(15)	124,313	*
Carlos A. Migoya(16)	12,062	*
Michael A. Rucker(17)	15,462	*
Enrique J. Sosa, Ph.D.(18)	55,552	*
Stephen D. Farber(19)	229,608	*
Dominic J. Andreano(20)	109,300	*
John C. Pepia(21)	110,615	*
All Directors and executive officers as a group (15 persons)(22)	3,308,596	3.9%

\* Less than one percent

- (1) Unless otherwise specified, the address of each of the beneficial owners identified is c/o MEDNAX, Inc., 1301 Concord Terrace, Sunrise, Florida 33323. Each holder is a beneficial owner of common stock of MEDNAX.
- (2) Based on 85,412,375 shares of common stock issued and outstanding as of April 15, 2020. The number and percentage of shares beneficially owned is determined in accordance with Rule 13d-3 of the Exchange Act and the information is not necessarily indicative of beneficial ownership for any other purpose. Under that rule, beneficial ownership includes any shares as to which the individual or entity has voting power or investment power and any shares that the individual or entity has the right to acquire within 60 days of April 15, 2020, through the exercise of any stock option or other right. Unless otherwise indicated in the footnotes or table, each individual or entity has sole voting and investment power, or shares such powers with his or her spouse, with respect to the shares shown as beneficially owned.
- (3) BlackRock, Inc. has sole voting power over 7,496,146 shares and sole dispositive power over 7,869,083 shares. This information is based on a Schedule 13G/A filed with the SEC on February 5, 2020. BlackRock, Inc.'s address is 55 East 52<sup>nd</sup> Street, New York, New York 10055. Reported ownership includes shares held by subsidiaries listed in the filing.
- (4) Starboard Value LP has sole voting and dispositive power over 7,590,000 shares. Starboard Value LP is an investment manager for Starboard Value and Opportunity Master Fund Ltd. and Starboard Value and Opportunity C LP, and the manager of Starboard Value and Opportunity S LLC. This information is based on a Schedule 13D/A filed with the SEC on March 2, 2020. Starboard Value LP's address is 777 Third Avenue, 18th Floor, New York, New York 10017.
- (5) The Vanguard Group, Inc. has sole voting power over 43,481 shares, shared voting power over 13,603 shares, sole dispositive power over 7,447,532 shares and shared dispositive power over 45,526 shares. This information is based on a Schedule 13G filed with the SEC on February 12, 2020. The Vanguard Group's address is 100 Vanguard Boulevard, Malvern, Pennsylvania 19355. Reported ownership includes shares held by subsidiaries listed in the filing.

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- (6) ArrowMark Colorado Holdings, LLC has sole voting and dispositive power over 5,352,519 shares. This information is based on a Schedule 13G filed with the SEC on February 14, 2020. ArrowMark Colorado Holdings, LLC's address is 100 Fillmore Street, Suite 325, Denver, Colorado 80206.
- (7) Dimensional Fund Advisors LP has sole voting power over 4,887,752 shares and sole dispositive power over 5,005,995 shares. The Dimensional Fund Advisors LP is an investment adviser in accordance with Rule 13d 1(b)(1)(ii)(E) and serves as an investment manager or sub-adviser to investment companies, trusts and accounts, collectively referred to as the "Funds". In such role, Dimensional Fund Advisors LP or its subsidiaries may be deemed to be the beneficial owner of the shares held by the Funds. This information is based on a Schedule 13G filed with the SEC on February 12, 2020. Dimensional Fund Advisors LP's address is Building One, 6300 Bee Cave Road, Austin, Texas 78746.
- (8) Includes (i) 1,286,652 shares of common stock directly owned; and (ii) 432,459 shares of unvested performance shares and restricted stock which Dr. Medel presently has the power to vote.
- (9) Includes (i) 39,673 shares of common stock directly owned; (ii) 18,202 shares of common stock subject to options exercisable within 60 days of April 15, 2020; and (iii) 8,730 shares of unvested restricted stock which Mr. Alvarez presently has the power to vote.
- (10) Includes (i) 9,048 shares of common stock directly owned; and (ii) 8,730 shares of unvested restricted stock which Ms. Barker presently has the power to vote.
- (11) Includes (i) 23,072 shares of common stock directly owned; (ii) 18,202 shares of common stock subject to options exercisable within 60 days of April 15, 2020; and (iii) 8,730 shares of unvested restricted stock which Dr. Carlo presently has the power to vote.
- (12) Includes (i) 323,955 shares of common stock directly owned; (ii) 22,320 shares of common stock beneficially owned through a self-directed IRA; (iii) 250,000 shares of common stock beneficially owned through MBF Family Investments, Ltd. ("MBF Family"), of which Mr. Fernandez is the sole owner of MBF Holdings, Inc., the general partner of MBF Family; and (iv) 8,730 shares of unvested restricted stock which Mr. Fernandez presently has the power to vote.
- (13) Includes (i) 15,583 shares of common stock directly owned; (ii) 18,202 shares of common stock subject to options exercisable within 60 days of April 15, 2020; and (iii) 8,730 shares of unvested restricted stock which Mr. Gabos presently has the power to vote.
- (14) Includes (i) 6,808 shares of common stock directly owned; and (ii) 8,730 shares of unvested restricted stock which Dr. Goldschmidt presently has the power to vote.
- (15) Includes (i) 115,583 shares of common stock directly owned; and (ii) 8,730 shares of unvested restricted stock which Mr. Kadre presently has the power to vote.
- (16) Includes 12,062 shares of unvested restricted stock which Mr. Migoya presently has the power to vote.
- (17) Includes (i) 3,400 shares of common stock directly owned; and (ii) 12,062 shares of unvested restricted stock which Mr. Rucker presently has the power to vote.
- (18) Includes (i) 28,620 shares of common stock directly owned; (ii) 18,202 shares of common stock subject to options exercisable within 60 days of April 15, 2020; and (iii) 8,730 shares of unvested restricted stock which Dr. Sosa presently has the power to vote.
- (19) Includes (i) 44,400 shares of common stock directly owned; and (ii) 185,208 shares of unvested performance shares and restricted stock which Mr. Farber presently has the power to vote.
- (20) Includes (i) 22,602 shares of common stock directly owned; (ii) 1,342 shares of common stock directly owned that were acquired through the Company's Employee Stock Purchase Plan; and (iii) 85,356 shares of unvested performance shares and restricted stock which Mr. Andreano presently has the power to vote.
- (21) Includes (i) 22,920 shares of common stock directly owned; (ii) 10,942 shares of common stock directly owned that were acquired through the Company's Employee Stock Purchase Plan; and (iii) 76,753 shares of unvested performance shares and restricted stock which Mr. Pepia presently has the power to vote.
- (22) Includes (i) 1,954,600 shares of common stock directly owned; (ii) 22,320 shares of common stock beneficially owned through a self-directed IRA, (iii) 250,000 shares of common stock beneficially owned through a director's related company, (iv) 72,808 shares of common stock subject to options exercisable within 60 days of April 15, 2020; and (v) 1,008,868 shares of unvested performance shares and restricted stock which certain executive officers presently have the power to vote.

## **ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE**

### **Review and Approval of Related Person Transactions**

MEDNAX has a written policy for the review and approval or ratification of transactions (i) between MEDNAX and any MEDNAX Director or any other entity in which any MEDNAX Director is a director, officer or has a financial interest; and (ii) in which MEDNAX is or will be a participant and any related person has or will have a direct or indirect material interest. For purposes of the policy, a related person includes any MEDNAX Director or Director nominee, executive officer or holder of more than 5% of the outstanding voting stock of MEDNAX or any of their respective immediate family members. The policy does not apply to transactions

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pertaining to (i) director or officer compensation that is approved or recommended to MEDNAX's Board of Directors for approval by MEDNAX's Compensation Committee or (ii) the employment by MEDNAX of any immediate family member of a related person in a non-officer position and at compensation levels commensurate with that paid to other similarly situated employees.

Pursuant to the terms of the policy, all covered transactions, if determined to be material by MEDNAX's General Counsel or if the transaction involves the participation of a member of the MEDNAX Board of Directors, are required to be promptly referred to the disinterested members of the MEDNAX Audit Committee for their review or, if less than a majority of the members of MEDNAX Audit Committee are disinterested, to all the disinterested members of the MEDNAX Board of Directors. Pursuant to the terms of the policy, materiality determinations must be based on the significance of the information to investors in light of all circumstances, including, but not limited to, the (i) relationship of the related persons to the covered transaction, and with each other, (ii) importance to the person having the interest, and (iii) amount involved in the transaction. All transactions involving in excess of \$120,000 are automatically deemed to be material pursuant to the terms of the policy.

The disinterested Directors of MEDNAX's Audit Committee or Board of Directors, as applicable, are required to review such material covered transactions at their next regularly-scheduled meeting, or earlier if a special meeting is called by the Chairman of the Audit Committee and may only approve such a material covered transaction if it has been entered into in good faith and on fair and reasonable terms that are no less favorable to MEDNAX than those that would be available to MEDNAX in a comparable transaction in arm's length dealings with an unrelated third party at the time it is considered by the disinterested Directors of MEDNAX's Audit Committee or Board of Directors, as applicable.

All of the transactions described in "Transactions with Related Persons" below were covered transactions under our policy and the policies and procedures required by the policy were followed in connection with the review and approval or ratification of all of such transactions.

### **Transactions with Related Persons**

Mr. Alvarez has served on MEDNAX's Board of Directors since March 1997. Mr. Alvarez is the Senior Chairman of Greenberg Traurig, P.A., which serves as one of MEDNAX's outside counsels and receives customary fees for legal services. In 2019, MEDNAX paid Greenberg Traurig, P.A. approximately \$1 million for such services and currently anticipates that this relationship will continue. Mr. Alvarez does not personally provide legal services to MEDNAX and derives no direct personal benefit from MEDNAX's payment for legal services to Greenberg Traurig, P.A. Further, the fees derived from MEDNAX represent an immaterial portion of the overall revenue generated by Greenberg Traurig, P.A.

### **Independence**

See Item 10 – Directors, Executive Officers and Corporate Governance – above for a discussion on director independence.

## **ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES**

### **Independent Auditors**

MEDNAX's independent auditor for the year ended December 31, 2019 was the firm of PricewaterhouseCoopers LLP. Subject to shareholder ratification at the Company's 2020 Annual Meeting of Shareholders, the Audit Committee has reappointed PricewaterhouseCoopers LLP as the independent registered public accounting firm to perform audit services for MEDNAX in 2020.

**Fees Paid to Independent Auditors**

The aggregate fees billed by PricewaterhouseCoopers LLP for the indicated services rendered during fiscal years 2019 and 2018 were as follows:

**Audit Fees**

PricewaterhouseCoopers LLP billed MEDNAX \$1,923,500, in the aggregate, for professional services for the audit of the Company's consolidated financial statements and internal control over financial reporting for the year ended December 31, 2019, reviews of MEDNAX's interim consolidated financial statements, which are included in each of MEDNAX's Quarterly Reports on Form 10-Q for the year ended December 31, 2019, the statutory audit of MEDNAX's wholly owned captive insurance subsidiary and the review of certain SEC filings. During 2018, billed MEDNAX \$1,637,000, in the aggregate, for professional services for the audit of the Company's consolidated financial statements and internal control over financial reporting for the year ended December 31, 2018, reviews of MEDNAX's interim consolidated financial statements, which are included in each of MEDNAX's Quarterly Reports on Form 10-Q for the year ended December 31, 2018, the statutory audit of MEDNAX's wholly owned captive insurance subsidiary and the review of certain SEC filings.

**Audit-Related Fees**

PricewaterhouseCoopers LLP did not bill MEDNAX for any audit-related fees in 2019 or 2018.

**Tax Fees**

PricewaterhouseCoopers LLP did not bill MEDNAX for any tax services in 2019 or 2018.

**All Other Fees**

In 2019, PricewaterhouseCoopers LLP billed MEDNAX \$928,000 for transaction related expenses related to the divestiture of the Company's management services organization and \$25,000 for the review of an offering memorandum and the related issuance of a comfort letter. In 2018, PricewaterhouseCoopers LLP billed MEDNAX \$100,000 for the review of an offering memorandum and the related issuance of a comfort letter, as well as \$250,000 for a portion of the engagement related to a carve-out audit of one of the Company's subsidiaries.

**Pre-Approval Policies and Procedures**

The Audit Committee is required to review and approve the proposed retention of independent auditors to perform any proposed auditing and non-auditing services as outlined in its charter. The Audit Committee has not established policies and procedures separate from its charter concerning the pre-approval of auditing and non-auditing related services. As required by Section 10A of the Exchange Act, our Audit Committee has authorized all auditing and non-auditing services provided by PricewaterhouseCoopers LLP during 2019 and 2018 and the fees paid for such services.

**PART IV**

**ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

**(a)(1) Financial Statements**

All financial statements are omitted for the reason that they are not required or the information is otherwise supplied in Item 8. “Financial Statements and Supplementary Data” in the Original Form 10-K filed on February 20, 2020.

**(a)(2) Financial Statement Schedules**

The financial statement schedule for the years ended December 31, 2019, 2018 and 2017, is included in Item 15. “Exhibits and Financial Statement Schedules” in the Original Form 10-K filed on February 20, 2020.

**(a)(3) Exhibits**

See Item 15(b) of this Form 10-K/A.

**(b) Exhibits**

- 2.1 [Agreement and Plan of Merger, dated as of December 29, 2008, between MEDNAX, Inc., Pediatrix Medical Group, Inc. and PMG Merger Sub, Inc. \(incorporated by reference to Exhibit 2.1 to MEDNAX’s Current Report on Form 8-K dated January 2, 2009\).](#)
- 2.2\*\* [Securities Purchase Agreement, dated October 10, 2019, by and between MEDNAX Services, Inc. and FH MD Buyer, Inc. \(incorporated by reference to Exhibit 2.1 to MEDNAX’s Current Report on Form 8-K dated October 10, 2019\).](#)
- 3.1 [Composite Articles of Incorporation of MEDNAX, Inc. \(incorporated by reference to Exhibit 3.1 to MEDNAX’s Annual Report on Form 10-K for the period ended December 31, 2013\).](#)
- 3.2 [Amended and Restated By-laws of MEDNAX, Inc. \(incorporated by reference to Exhibit 3.1 to MEDNAX’s Current Report on Form 8-K dated November 6, 2018\).](#)
- 4.1 [Form of 5.25% Senior Notes due 2023 \(incorporated by reference to Exhibit A of the First Supplemental Indenture filed as Exhibit 4.3 to MEDNAX’s Current Report on Form 8-K dated December 8, 2015\).](#)
- 4.2 [Form of 6.25% Senior Notes due 2027 \(incorporated by reference to Exhibit A of the Fifth Supplemental Indenture filed as Exhibit 4.3 to MEDNAX’s Current Report on Form 8-K dated November 13, 2018\).](#)
- 4.3 [Indenture, dated as of December 8, 2015, by and between MEDNAX, Inc. and U.S. Bank National Association, as Trustee. \(incorporated by reference to Exhibit 4.2 to MEDNAX’s Current Report on Form 8-K dated December 8, 2015\).](#)
- 4.4 [First Supplemental Indenture dated as of December 8, 2015 to the Indenture, dated as of December 8, 2015, by and among MEDNAX, Inc., certain of its subsidiaries and U.S. Bank National Association, as Trustee. \(incorporated by reference to Exhibit 4.3 to MEDNAX’s Current Report on Form 8-K dated December 8, 2015\).](#)
- 4.5 [Second Supplemental Indenture dated as of March 30, 2017 to the Indenture, dated as of December 8, 2015, by and among MEDNAX, Inc., certain of its subsidiaries and U.S. Bank National Association, as Trustee. \(incorporated by reference to Exhibit 10.4 to MEDNAX’s Annual Report on Form 10-K for the period ended December 31, 2017\).](#)

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- 4.6 [Third Supplemental Indenture dated as of November 9, 2017 to the Indenture, dated as of December 8, 2015, by and among MEDNAX, Inc., certain of its subsidiaries and U.S. Bank National Association, as Trustee. \(incorporated by reference to Exhibit 10.5 to MEDNAX's Annual Report on Form 10-K for the year ended December 31, 2017\).](#)
- 4.7 [Fourth Supplemental Indenture dated as of November 13, 2018 to the Indenture, dated as of December 8, 2015, by and among MEDNAX, Inc., certain of its subsidiaries and U.S. Bank National Association, as Trustee \(incorporated by reference to Exhibit 10.7 to MEDNAX's Annual Report on Form 10-K for the year ended December 31, 2018\).](#)
- 4.8 [Fifth Supplemental Indenture dated as of November 13, 2018 to Indenture, dated as of December 8, 2015, by and among MEDNAX, Inc., certain of its subsidiaries and U.S. Bank National Association, as Trustee. \(incorporated by reference to Exhibit 4.3 to MEDNAX's Current Report on Form 8-K dated November 13, 2018\).](#)
- 4.9 [Sixth Supplemental Indenture dated as of February 21, 2019 to the Indenture, dated as of December 8, 2015, by and among MEDNAX, Inc., certain of its subsidiaries and U.S. Bank National Association, as Trustee \(incorporated by reference to Exhibit 10.2 to MEDNAX's Quarterly Report on Form 10-Q for the period ended March 31, 2019\).](#)
- 4.10+++ [Description of Securities of MEDNAX, Inc.](#)
- 10.1 [Credit Agreement, dated as of October 30, 2017, among MEDNAX, Inc., certain of its domestic subsidiaries from time to time party thereto as Guarantors, the Lender parties thereto, JPMorgan Chase Bank, N.A. as Administrative Agent and Bank of America, N.A., Fifth Third Bank, Mizuho Bank, Ltd., SunTrust Bank, The Bank of Tokyo-Mitsubishi UFJ, Ltd., and Wells Fargo Bank, National Association as Syndication Agents, and BBVA Compass, Citizens Bank, N.A., PNC Bank, Regions Bank, and U.S. Bank National Association, as Senior Documentation Agents and BB&T as Documentation Agent. JPMorgan Chase Bank, N.A., Fifth Third Bank, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Mizuho Bank, Ltd., SunTrust Robinson Humphrey, Inc., The Bank of Tokyo-Mitsubishi UFJ, Ltd., and Wells Fargo Securities, LLC, acted as Joint Lead Arrangers and Joint Bookrunners. \(incorporated by reference to Exhibit 10.1 to MEDNAX's Quarterly Report on Form 10-Q for the period ended September 30, 2017\).](#)
- 10.2 [Amendment No. 1, dated as of November 21, 2018, to the Credit Agreement, dated as of October 30, 2017, among MEDNAX, Inc. certain of its domestic subsidiaries from time to time party thereto as Guarantors, the Lenders parties thereto and JPMorgan Chase Bank, N.A. as Administrative Agent \(incorporated by reference to Exhibit 10.10 to MEDNAX's Annual Report on Form 10-K for the year ended December 31, 2018\).](#)
- 10.3 [Amendment No. 2, dated as of March 28, 2019, to the Credit Agreement, dated as of October 30, 2017, among MEDNAX, Inc., certain of its domestic subsidiaries from time to time party thereto as Guarantors, the Lenders parties thereto, and JPMorgan Chase Bank, N.A. as Administrative Agent \(incorporated by reference to Exhibit 10.1 to MEDNAX's Quarterly Report on Form 10-Q for the period ended March 31, 2019\).](#)
- 10.4 [Amended and Restated Stock Option Plan of Pediatrix dated as of June 4, 2003 \(incorporated by reference to Exhibit 10.5 to Pediatrix's Quarterly Report on Form 10-Q for the period ended June 30, 2003\).\\*](#)
- 10.5 [First Amendment, dated December 29, 2008, to Pediatrix Medical Group, Inc. Amended and Restated Stock Option Plan \(incorporated by reference to Exhibit 10.7 to MEDNAX's Current Report on Form 8-K dated January 2, 2009\).\\*](#)



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- 10.6 [Amended and Restated MEDNAX, Inc. 1996 Non-Qualified Employee Stock Purchase Plan \(incorporated by reference to Exhibit A to MEDNAX's Definitive Proxy Statement on Schedule 14A, filed with the SEC on September 18, 2015\).\\*](#)
- 10.7 [2015 Non-Qualified Stock Purchase Plan of MEDNAX, Inc., dated September 14, 2015 \(incorporated by reference to Exhibit B to MEDNAX's Proxy Statement dated September 18, 2015\).\\*](#)
- 10.8 [Executive Non-Qualified Deferred Compensation Plan of Pediatrix, dated October 13, 1997 \(incorporated by reference to Exhibit 10.35 to Pediatrix's Quarterly Report on Form 10-Q for the period ended June 30, 1998\).\\*](#)
- 10.9 [Amended and Restated Thrift and Profit Sharing Plan of Pediatrix \(incorporated by reference to Exhibit 4.5 to Pediatrix's Registration Statement on Form S-8 \(Registration No. 333-101222\)\).\\*](#)
- 10.10 [Pediatrix Medical Group of Puerto Rico Thrift and Profit Sharing Plan \(incorporated by reference to Exhibit 4.3 to Pediatrix's Registration Statement on Form S-8 dated December 9, 2004\).\\*](#)
- 10.11 [Pediatrix Medical Group, Inc. 2004 Incentive Compensation Plan \(incorporated by reference to Exhibit A of Pediatrix's Proxy Statement on Schedule 14A dated April 9, 2004\).\\*](#)
- 10.12 [Second Amendment, dated December 29, 2008, to Pediatrix Medical Group, Inc. 2004 Incentive Compensation Plan \(incorporated by reference to Exhibit 10.8 to MEDNAX's Current Report on Form 8-K dated January 2, 2009\).\\*](#)
- 10.13 [MEDNAX, Inc. Amended and Restated 2008 Incentive Compensation Plan \(incorporated by reference to Exhibit A to MEDNAX's Definitive Proxy Statement on Schedule 14A dated March 29, 2019\).\\*](#)
- 10.14 [Pediatrix Medical Group, Inc. Form of Stock Option Agreement for Stock Options Awarded Under the Amended and Restated Stock Option Plan \(incorporated by reference to Exhibit 10.3 to Pediatrix's Current Report on Form 8-K dated February 23, 2005\).\\*](#)
- 10.15 [Pediatrix Medical Group, Inc. Form of Incentive Stock Option Agreement for Incentive Stock Options Awarded Under the 2004 Incentive Compensation Plan \(incorporated by reference to Exhibit 10.4 to Pediatrix's Current Report on Form 8-K dated February 23, 2005\).\\*](#)
- 10.16 [Pediatrix Medical Group, Inc. Form of Non-Qualified Stock Option Agreement for Non-Qualified Stock Options Awarded Under the 2004 Incentive Compensation Plan \(incorporated by reference to Exhibit 10.5 to Pediatrix's Current Report on Form 8-K dated February 23, 2005\).\\*](#)
- 10.17 [Pediatrix Medical Group, Inc. Form of Restricted Stock Agreement for Restricted Stock Awarded Under the 2004 Incentive Compensation Plan \(incorporated by reference to Exhibit 10.6 to Pediatrix's Current Report on Form 8-K dated February 23, 2005\).\\*](#)
- 10.18 [MEDNAX, Inc. Form of Non-Qualified Stock Option Agreement for Non-Qualified Stock Options Awarded Under the 2008 Incentive Compensation Plan \(incorporated by reference to Exhibit 10.17 to MEDNAX's Annual Report on Form 10-K for the year ended December 31, 2008\).\\*](#)
- 10.19 [MEDNAX, Inc. Form of Restricted Stock Agreement for Restricted Stock Awarded Under the 2008 Incentive Compensation Plan \(incorporated by reference to Exhibit 10.18 to MEDNAX's Annual Report on Form 10-K for the year ended December 31, 2008\).\\*](#)

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10.20	<a href="#"><u>Employment Agreement, dated August 7, 2011, by and between MEDNAX Services, Inc. and Roger J. Medel, M.D. (incorporated by reference to Exhibit 10.1 to MEDNAX's Current Report on Form 8-K dated August 10, 2011).*</u></a>
10.21	<a href="#"><u>First Amendment to Employment Agreement, dated October 4, 2017, by and between MEDNAX Services, Inc. and Roger J. Medel, M.D. (incorporated by reference to Exhibit 10.1 to MEDNAX's Current Report on Form 8-K dated October 4, 2017).*</u></a>
10.22	<a href="#"><u>Second Amendment to Employment Agreement, dated July 1, 2019, by and between MEDNAX Services, Inc. and Roger J. Medel, M.D. (incorporated by reference to Exhibit 10.1 to MEDNAX's Quarterly Report on Form 10-Q for the period ended September 30, 2019).*</u></a>
10.23+	<a href="#"><u>Amended and Restated Employment Agreement, dated February 13, 2020, by and between MEDNAX Services, Inc. and Stephen D. Farber.*</u></a>
10.24+	<a href="#"><u>First Amendment to Amended and Restated Employment Agreement, effective April 1, 2020, by and between MEDNAX Services, Inc. and Stephen D. Farber.*</u></a>
10.25+	<a href="#"><u>Amended and Restated Employment Agreement, dated February 13, 2020, by and between MEDNAX Services, Inc. and Dominic J. Andreano.*</u></a>
10.26+	<a href="#"><u>First Amendment to Amended and Restated Employment Agreement, effective April 1, 2020, by and between MEDNAX Services, Inc. and Dominic J. Andreano.*</u></a>
10.27+++	<a href="#"><u>Employment Agreement, dated August 1, 2019, by and between MEDNAX Services, Inc. and John C. Pepia (incorporated by reference to Exhibit 10.25 to MEDNAX's Annual Report on Form 10-K for the period ended December 31, 2019).*</u></a>
10.28+	<a href="#"><u>First Amendment to Employment Agreement, effective April 1, 2020, by and between MEDNAX Services, Inc. and John C. Pepia.*</u></a>
10.29	<a href="#"><u>Form of Indemnification Agreement between Pediatrix and each of its directors and executive officers. (incorporated by reference to Exhibit 10.6 to Pediatrix's Annual Report on Form 10-K for the year ended December 31, 2003).*</u></a>
10.30	<a href="#"><u>Form of Exclusive Management and Administrative Services Agreement with affiliated professional contractors (incorporated by reference to Exhibit 10.31 to MEDNAX's Annual Report on Form 10-K for the year ended December 31, 2011).</u></a>
21.1+++	<a href="#"><u>Subsidiaries of the Registrant.</u></a>
23.1+++	<a href="#"><u>Consent of PricewaterhouseCoopers LLP.</u></a>
31.1+++	<a href="#"><u>Certification of Chief Executive Officer pursuant to Securities Exchange Act Rule 13a-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u></a>
31.2+++	<a href="#"><u>Certification of Chief Financial Officer pursuant to Securities Exchange Act Rule 13a-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u></a>

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- 31.3+ [Certification of Chief Executive Officer pursuant to Securities Exchange Act Rule 13a-14\(a\), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, relating to the Registrant's Amendment No.1 to the Annual Report on Form 10-K/A for the year ended December 31, 2019.](#)
- 31.4+ [Certification of Chief Financial Officer pursuant to Securities Exchange Act Rule 13a-14\(a\), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, relating to the Registrant's Amendment No.1 to the Annual Report on Form 10-K/A for the year ended December 31, 2019.](#)
- 32++ [Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.](#)
- 104+ Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

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\* Management contracts or compensation plans, contracts or arrangements.

\*\* Portions of this exhibit have been omitted pursuant to Item 601(b)(2) of Regulation S-K because they are both (i) not material and (ii) would likely cause competitive harm to the registrant if publicly disclosed. The schedules and similar attachments to this exhibit have been omitted pursuant to Item 601(a)(5) of Regulation S-K.

+ Filed herewith.

++ Furnished as an exhibit to the Original Form 10-K, filed on February 20, 2020.

+++ Filed as an exhibit to the Original Form 10-K, filed on February 20, 2020.

## **ITEM 16. FORM 10-K SUMMARY**

None.

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

**MEDNAX, INC.**

Date: April 28, 2020

By: /s/ Roger J. Medel, M.D.  
Roger J. Medel, M.D.  
Chief Executive Officer

**AMENDED AND RESTATED  
EMPLOYMENT AGREEMENT**

**THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT** (this “Agreement”) is made and entered into by and between **MEDNAX SERVICES, INC.**, a Florida corporation (“Employer”), and **STEPHEN D. FARBER** (“Employee”), effective as of February 13, 2020 (the “Effective Date”).

**RECITALS**

**WHEREAS**, Employer is presently engaged in “Employer’s Business” as defined on Exhibit A hereto;

**WHEREAS**, Employer desires to continue to employ Employee and benefit from Employee’s contributions to Employer;

**WHEREAS**, Employer and Employee previously entered in an Employment Agreement dated August 22, 2018 (the “Prior Employment Agreement”), which will be superseded in its entirety upon the execution of this Agreement; and

**WHEREAS**, in order to induce Employer to enter into this Agreement on the terms and conditions set forth herein, and disclose its trade secrets and confidential information in connection with Employee’s employment by Employer and award from time to time equity based compensation, Employee hereby agrees to be bound by the terms of this Agreement, including the arbitration, non-competition and related restrictive covenants set forth herein.

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

**1. Employment.**

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 an “Initial Term” commencing August 27, 2018 and continuing for a period of three (3) years, unless sooner terminated as hereinafter set forth. Thereafter, the employment of Employee hereunder shall automatically renew for successive one (1) year periods until terminated in accordance herewith. The Initial Term and any automatic renewals shall be referred to as the “Employment Period.”

1.2. *Duties of Employee*. As of the Effective Date and thereafter during the remaining Employment Period, Employee shall serve as Executive Vice President and Chief Financial Officer of Employer and MEDNAX, Inc., a Florida corporation and the parent corporation of Employer (“MEDNAX”), and perform such duties as are customary to the position Employee holds or as may be assigned to Employee from time to time by the most senior executive officer of MEDNAX (“Employee’s Supervisor”) or the Board (as defined below), including, but not limited to, also serving as an officer and/or director, or equivalent, of

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subsidiaries and/or affiliates of MEDNAX; *provided*, that such duties as assigned shall be customary to Employee's role as an executive officer of Employer and MEDNAX. Employee's employment shall be full-time and, as such, Employee agrees to devote substantially all of Employee's attention and professional time to the business and affairs of Employer and MEDNAX. Employee shall perform Employee's duties honestly, diligently, competently, in good faith and in the best interest of Employer and MEDNAX. Employee will devote best efforts to the promotion of the goodwill of Employer and MEDNAX and of their employees and affiliates. During the Employment Period, Employer shall promote the proficiency of Employee by, among other things, providing Employee with Confidential Information, specialized professional development programs, and information regarding the organization, administration and operation of Employer. During the Employment Period, Employee agrees that Employee will not, without the prior written consent of Employer (which consent shall not be unreasonably withheld), serve as a director on a corporate board of directors or in any other similar capacity for any institution other than Employer and MEDNAX, and their respective subsidiaries and affiliates in accordance with this Section 1.2. Employer agrees that Employee's serving on the board of directors of the entity disclosed to Employer on or prior to the Effective Date has been consented to by Employer and such service shall not constitute Employee's breach of this Agreement. During the Employment Period, it shall not be a violation of this Agreement to (i) serve on civic or charitable boards or committees, or (ii) deliver lectures, fulfill speaking engagements or teach at educational institutions, so long as such activities have been approved by Employer's General Counsel and do not interfere with the performance of Employee's responsibilities as an employee of Employer in accordance with this Agreement, including the restrictions of Section 8 hereof.

1.3. *Place of Performance* . Employee shall be based at Employer's offices located in Sunrise, Florida, except for required travel relating to Employer's Business.

## **2. Base Salary and Performance Bonus.**

2.1. *Base Salary* . Employee shall be paid an annual base salary as determined by the Compensation Committee (" Compensation Committee ") of the MEDNAX Board of Directors (the " Board ") from time to time (the " Base Salary "), payable in installments consistent with Employer's customary payroll schedule and subject to applicable withholding for taxes and other Employee directed withholdings. Employee's initial Base Salary will be set forth on Exhibit B hereto. The Compensation Committee shall review the amount of Employee's Base Salary on an annual basis no later than ninety (90) days after the beginning of Employer's fiscal year. Any change to Employee's Base Salary that is approved by the Compensation Committee shall become Employee's new Base Salary for purposes of this Agreement.

2.2. *Performance Bonus* . Employee shall be eligible for an annual bonus in accordance with the incentive programs approved from time to time by the Compensation Committee, which programs shall contemplate a target bonus payment of at least the amount set forth on Exhibit B (the " Performance Bonus ") based upon the fulfillment of reasonable performance objectives set by the Compensation Committee. Except in the situations described in Sections 5.2, 5.3, 5.4, 5.5 and 5.7, the Performance Bonus shall only be payable to Employee if Employee is employed with Employer as of the date that the Performance Bonus is paid by

Employer. Each Performance Bonus shall be paid in the calendar year immediately following the calendar year in which it is earned, as soon as practicable after the audited financial statements for Employer for the year for which the bonus is earned have been released; provided, however, that if calculation of Employee's Performance Bonus is not administratively practicable due to events beyond the control of Employer, then Employer may delay payment of the Performance Bonus provided that the payment is made during the first taxable year of Employee in which the calculation of the amount of the payment is administratively practicable.

### 3. Benefits.

3.1. *Expense Reimbursement* . Employer shall promptly reimburse Employee for all out-of-pocket expenses reasonably incurred by Employee during the Employment Period on behalf of or in connection with Employer's Business pursuant to the reimbursement standards and guidelines of Employer in effect from time to time, including reimbursement for appropriate professional organizations. Employee shall account for such expenses and submit reasonable supporting documentation to Employer in accordance with Employer's policies in effect from time to time.

3.2. *Employee Benefits* . During the Employment Period, Employee shall be entitled to participate in such health, welfare, disability, retirement savings and other fringe benefit plans and programs (subject to the terms and conditions of such plans and programs) as may be provided from time to time to employees of Employer and to the extent that such plans and programs are applicable to other similarly situated employees of Employer.

3.3. *Leave Time* . During the Employment Period, Employee shall be entitled to paid vacation and leave days each calendar year in accordance with the leave policies established by Employer from time to time, but in no event less than thirty-eight (38) days per year. Any leave time not used during each fiscal year of Employer may be carried over into the next year to the extent permitted by Employer policy.

3.4. *Equity Plans*. During the Employment Period, the Chief Executive Officer of MEDNAX shall recommend to the Compensation Committee that Employee receive, on an annual basis following the Effective Date, and at the same time as other executive officers of Employer, grants of stock options, stock appreciation rights, restricted stock, deferred stock, bonus stock, awards payable in stock or other forms of stock based award (each an "Equity Award") pursuant to MEDNAX's Amended and Restated 2008 Incentive Compensation Plan, as amended, or any other similar plan adopted by MEDNAX (each an "Equity Plan"), with a guideline grant value that will be at least the amount set forth on Exhibit B, with the actual grant value determined by the Compensation Committee in the same manner as for other executive officers of Employer. Every Equity Award made to Employee shall be subject to the terms and conditions of this Agreement and the terms of the applicable Equity Plan, and shall be made subject to an award agreement that is consistent with terms applicable to other executive officers of Employer. Employee shall also be eligible to participate in MEDNAX's non-qualified employee stock purchase plan and any successor plan. Employee acknowledges Employee's participation in the Equity Plan pursuant to this Section 3 is sufficient consideration for Employee to enter into this Agreement, including the restrictive covenants set forth in Section 8 below .



#### 4. Termination.

4.1. *Termination for Cause* . Employer may terminate Employee's employment under this Agreement for Cause. As used in this Agreement, the term "Cause" shall mean the occurrence of any of:

- (i) Employee's engagement in (A) willful misconduct resulting in material harm to MEDNAX or Employer, or (B) gross negligence;
- (ii) Employee's conviction of, or pleading nolo contendere to, a felony or any other crime involving fraud, financial misconduct, or misappropriation of Employer's assets;
- (iii) Employee's willful and continual failure, after written notice from Employee's Supervisor or the Board to (A) perform substantially his employment duties consistent with his position and authority, or (B) follow, consistent with Employee's position, duties, and authorities, the reasonable lawful mandates of Employee's Supervisor or the Board;
- (iv) Employee's failure or refusal to comply with a reasonable policy, standard or regulation of Employer in any material respect, including but not limited to Employer's sexual harassment, other unlawful harassment, workplace discrimination or substance abuse policies; or
- (v) Employee's breach of Section 8.4 of this Agreement resulting in material harm to MEDNAX or Employer.

No act or omission shall be deemed willful or grossly negligent for purposes of this definition if taken or omitted to be taken by Employee in a good faith belief that such act or omission to act was in the best interests of Employer or MEDNAX or if done at the express direction of the Board. The termination date for a termination of Employee's employment under this Agreement pursuant to this Section 4.1 shall be the date specified by Employer in a written notice to Employee of finding of Cause, which may not be retroactive. Upon termination of Employee's employment under this Agreement pursuant to Section 4.1, Employee shall be entitled to compensation in accordance with and subject to, the provisions of Section 5.1 hereof.

4.2. *Disability* . Employer may terminate Employee's employment under this Agreement upon the Disability (as defined below) of Employee. Subject to the requirements of applicable law, Employee shall be deemed to have a "Disability" for purposes of this Agreement in the event of (i) Employee's inability to perform Employee's duties hereunder, with or without a reasonable accommodation, as a result of physical or mental illness or injury, and (ii) a determination by an independent qualified physician selected by Employer and acceptable to Employee (which acceptance shall not be unreasonably withheld) that Employee is currently unable to perform such duties and in all reasonable likelihood such inability will continue for a period in excess of an additional ninety (90) or more days in any one hundred twenty (120) day period. The termination date for a termination of this Agreement pursuant to this Section 4.2 shall be the date specified by Employer in a notice to Employee, which date shall not be retroactive. Upon any termination of this Agreement pursuant to this Section 4.2, Employee shall be entitled to compensation and/or benefits in accordance with, and subject to, the provisions of Section 5.2 hereof.

4.3. *Death* . Employee's employment under this Agreement shall terminate automatically upon the death of Employee, without any requirement of notice by Employer to Employee's estate. The date of Employee's death shall be the termination date for a termination of Employee's employment under this Agreement pursuant to this Section 4.3 . Upon any termination of Employee's employment under this Agreement pursuant to this Section 4.3 , Employee shall be entitled to the compensation specified in Section 5.3 hereof.

4.4. *Termination by Employer Without Cause* . Employer may terminate Employee's employment without Cause by giving Employee written notice of such termination. The termination date shall be the date specified by Employer in such notice, which may be up to ninety (90) days from the date of such notice. Upon any termination of Employee's employment under this Agreement pursuant to this Section 4.4 , Employee shall be entitled to compensation and/or benefits in accordance with, and subject to, the provisions of Section 5.4 hereof.

4.5. *Termination by Employee Due to Poor Health* . Employee may terminate Employee's employment under this Agreement upon written notice to Employer if Employee's health should become impaired to any extent that makes the continued performance of Employee's duties under this Agreement hazardous to Employee's physical or mental health or Employee's life (regardless of whether such condition would be deemed a Disability under any other Section of this Agreement), *provided* that Employee shall have furnished Employer with a written statement from a qualified doctor to that effect, and *provided further* that, at Employer's written request and expense, Employee shall submit to a medical examination by an independent qualified physician selected by Employer and acceptable to Employee (which acceptance shall not be unreasonably withheld), which doctor shall substantially concur with the conclusions of Employee's doctor. The termination date shall be the date specified in Employee's notice to Employer, which date may not be earlier than thirty (30) days nor later than ninety (90) days from Employer's receipt of such notice. Upon any termination of Employee's employment under this Agreement pursuant to this Section 4.5 , Employee shall be entitled to compensation and/or benefits in accordance with, and subject to, the provisions of Section 5.5 hereof.

4.6. *Termination by Employee* . Employee may terminate Employee's employment under this Agreement for any reason whatsoever upon not less than ninety (90) days prior written notice to Employer. Upon receipt of such notice from Employee, Employer may, at its option, require Employee to terminate employment at any time in advance of the expiration of such ninety (90) day period. The termination date under this Section 4.6 shall be the date specified by Employer, but in no event more than ninety (90) days after Employer's receipt of notice from Employee as contemplated by this Section. Upon any termination of Employee's employment under this Agreement pursuant to this Section 4.6 , Employee shall be entitled to compensation and/or benefits in accordance with, and subject to, the provisions of Section 5.6 hereof.

4.7. *Termination by Employee for Good Reason.* Employee may terminate Employee's employment hereunder for Good Reason. For purposes of this Section, "Good Reason" shall mean:

- (a) a decrease in Employee's Base Salary;
- (b) a decrease in Employee's Performance Bonus opportunity as set forth on Exhibit B or a failure of the Compensation Committee to approve an annual equity grant within the guidelines set forth on Exhibit B;
- (c) Employee is assigned any position, duties, responsibilities or compensation that is inconsistent with the position, duties, or responsibilities of Employee contemplated herein as of the Effective Date or compensation of Employee as of the Effective Date, excluding for this purpose any isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by Employer promptly after receipt of written notice;
- (d) Employee experiences a material diminution in his authorities, duties or responsibilities, excluding for this purpose any isolated and inadvertent action not taken in bad faith and which is remedied by Employer promptly after receipt of written notice, provided that, if following a Change in Control, neither the common stock of MEDNAX nor the common equity of its successor, parent or subsidiary is listed for trading on a national securities exchange, Employee shall have Good Reason to terminate employment;
- (e) Employee is required to report to any person other than the senior most executive officer of MEDNAX, the Board, or a duly constituted committee thereof, or if the senior most executive officer of MEDNAX is any person other than Roger J. Medel, excluding, however, if Employee becomes the senior most executive officer of MEDNAX;
- (f) there is a material diminution in the authority, duties or responsibilities of the senior most executive officer of MEDNAX;
- (g) the requirement by Employer that Employee be based in any office or location outside of the metropolitan area where Employer's present corporate offices are located (it being understood that Employee may be presently based at another location), except for travel reasonably required in the performance of Employee's duties; or
- (h) any other action or inaction that constitutes a material breach of this Agreement by Employer.

If Employee desires to terminate Employee's employment under this Agreement pursuant to this Section, Employee must, within one hundred eighty (180) days after the occurrence of events giving rise to the Good Reason, provide Employer with a written notice describing the Good Reason in reasonable detail. If Employer fails to cure the matter cited within thirty (30) days

after the date of Employee's notice, then this Agreement shall terminate as of the end of such thirty (30) day cure period, *provided, however*, that Employer may, at its option, require Employee to terminate employment at any time in advance of the expiration of such thirty (30) day cure period. If Employee terminates Employee's employment under this Agreement pursuant to this Section 4.7, then Employee shall be entitled to compensation and/or benefits in accordance with, and subject to, the provisions of Section 5.7 hereof. For purposes of this Agreement, "Change in Control" shall mean (i) the acquisition by a person or an entity or a group of persons and entities, directly or indirectly, of more than fifty (50%) percent of MEDNAX's common stock in a single transaction or a series of transactions (hereinafter referred to as a "50% Change in Control"), (ii) a merger or other form of corporate reorganization of MEDNAX resulting in an actual or de facto 50% Change in Control, or (iii) the failure of Applicable Directors (defined below) to constitute a majority of the Board during any two (2) consecutive year period after the date of this Agreement (the "Two-Year Period"). "Applicable Directors" shall mean those individuals who are members of the Board at the inception of a Two-Year Period and any new director whose election to the Board or nomination for election to the Board was approved (prior to any vote thereon by the shareholders) by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the Two-Year Period at issue or whose election or nomination for election during such Two-Year Period was previously approved as provided in this sentence.

## **5. Compensation and Benefits Upon Termination.**

5.1. *Cause* . If Employee's employment is terminated for Cause, Employer shall pay Employee's Base Salary through the termination date specified in Section 4.1 at the rate in effect at the termination date.

5.2. *Disability* . In the event of Employee's Disability, Employee shall continue to receive Employee's Base Salary for the first ninety (90) days of Disability. If Employee's employment is terminated pursuant to Section 4.2 in connection with Employee's Disability, Employee shall receive Employee's monthly Base Salary for a period of twelve (12) months after the termination date, plus any amounts as may be due under Sections 5.8, 5.9, 5.11 and 5.14. Amounts payable under this Section 5.2 are not intended to be in lieu of benefits under any long-term disability plan Employer may maintain from time to time, but any benefits and payments under any such plan shall offset the payments to be made in the first sentence of this Section, and Employee's entitlement to benefits under such plan, if any, shall be determined solely by the plan's terms.

5.3. *Death* . Upon Employee's death during the Employment Period, Employer shall pay to the person or entity designated by Employee in a notice filed with Employer or, if no person is designated, to Employee's estate any unpaid amounts of Base Salary to the date of Employee's death, plus any amounts as may be due under Sections 5.8, 5.11 and 5.14 below. Any payments Employee's spouse, beneficiaries or estate may be entitled to receive pursuant to any pension plan, employee welfare benefit plan, life insurance policy, or similar plan or policy then maintained by Employer shall be determined and paid in accordance with the written instruments governing the respective plans and policies. In the event of Employee's death during the Employment Period, Employer shall notify Employee's designee or estate of the Equity Awards held by Employee and the procedures pursuant to which all vested stock options may be exercised and other Equity Awards may be realized under the terms applicable to such awards.

5.4. *Termination by Employer Without Cause* . If Employer terminates Employee's employment in accordance with Section 4.4, then (i) Employer shall pay Employee's Base Salary through the termination date specified in Section 4.4 at the rate in effect at such termination date, plus any amount due under Section 5.8 hereof; (ii) Employer shall pay Employee a bonus calculated and paid in accordance with Section 5.11 hereof; (iii) Employer shall continue to pay Employee's monthly Base Salary for a period of twenty-four (24) months after the termination date; (iv) within thirty (30) days of the first (1<sup>st</sup>) anniversary of the termination date, Employer shall pay Employee an amount equal to the greater of (A) 1.5 times Employee's Average Annual Performance Bonus (as defined below) or (B) 1.5 times Employee's target Performance Bonus amount set forth on Exhibit B; and (v) if applicable, Employee shall vest into the Equity Awards granted to Employee that are outstanding (the "Accelerated Awards") as set forth in Section 5.14 hereof. For purposes of this Agreement, "Average Annual Performance Bonus" shall be equal to the average of the percentage of the Performance Bonus target achieved by Employee for the three (3) full calendar years prior to the termination date (or such lesser period as Employee may have been employed by Employer), and calculated based on Employee's Base Salary and target Performance Bonus in Employee's current position. *For illustration purposes, if Employee earned 40%, 100% and 70% of Employee's target Performance Bonus in each of the three full calendar years prior to termination, and Employee's current target Performance Bonus was 100% of Base Salary, and Base Salary was \$450,000.00, then Employee's Average Annual Performance Bonus would equal \$315,000.00. ((40% + 100% + 70%) / 3 x 100% x \$450,000.00 = \$315,000.00).*

5.5. *Termination by Employee Due to Poor Health*. If Employee terminates Employee's employment under this Agreement pursuant to Section 4.5 hereof, Employer shall pay to Employee any unpaid amounts of Base Salary to the termination date specified in Section 4.5, plus any disability payments otherwise payable by or pursuant to plans provided by Employer, plus any amounts as may be due under Section s 5.8, 5.11 and 5.14 below.

5.6. *Termination by Employee* . If Employee's employment under this Agreement terminates pursuant to Section 4.6 hereof, Employer shall pay to Employee any unpaid amounts of Base Salary to the termination date specified in Section 4.6, plus any amounts as may be due under Section 5.8 below. In the event that the termination date specified by Employer is less than ninety (90) days after the date of Employer's receipt of notice as contemplated by Section 4.6, then Employer shall continue Employee's Base Salary for a period of days equal to ninety (90) minus the number of days from Employee's notice to the termination date.

5.7. *Termination for Good Reason*. If Employee's employment under this Agreement is terminated pursuant to Section 4.7, then Employer shall (i) pay Employee's Base Salary through the termination date specified in Section 4.7 at the rate in effect at such termination, plus any amounts as may be due under Section 5.8 hereof; (ii) continue to pay Employee's Base Salary for a period of twenty-four (24) months after the termination date; (iii) pay Employee a bonus calculated and paid in accordance with Section 5.11 hereof;

(iv) within ninety (90) days of Employee's termination date pursuant to Section 4.7, pay Employee, solely in consideration of services rendered by Employee prior to termination, an additional bonus with respect to Employer's fiscal year in which the termination date occurs, in an amount equal to the greater of (A) 1.5 times Employee's Average Annual Performance Bonus or (B) 1.5 times Employee's target Performance Bonus amount set forth on Exhibit B; and (v) if applicable, Employee shall vest into the Accelerated Awards as set forth in Section 5.14 hereof.

5.8. *Expense Reimbursement.* Employee shall be entitled to reimbursement for reasonable business expenses incurred prior to the termination date, subject, however to the provisions of Section 3.1. Such reimbursement shall be made at the times and in accordance with Employer's normal procedures for reimbursements.

5.9. *Continuation of Benefit Plans.* Employee shall be entitled to continuation of health, medical, hospitalization and other similar health insurance programs on the same basis as regular, full-time employees of Employer and their eligible dependents during the period that Employee is receiving Base Salary payments under Section 5 of this Agreement and, in all cases, as provided by any applicable law. Following such period of continued benefit plan coverage, Employee and each of his eligible dependents shall be entitled to elect for continuation of coverage provided pursuant to Section 601 et. seq. of the Employee Retirement Income Security Act of 1974, 29 USC §1101 (" COBRA ").

5.10 *Period for Exercising Stock Options After Termination.* Except as to incentive stock options granted in accordance with Section 422 of the Internal Revenue Code (the "Code"), after termination of Employee's employment under this Agreement for any reason other than pursuant to Section 4.1, Employee shall be allowed a period of the greater of (i) twenty-four (24) months after termination of Employee under this Agreement or (ii) twelve months from the applicable vesting date during which to exercise any vested options to purchase MEDNAX's common stock or vested stock appreciation rights and realize any Equity Awards that may be granted or made under any Equity Plan; provided, however, that in no event shall the period during which Employee may exercise any vested stock option or vested stock appreciation right be extended pursuant to this Section 5.10 to a date that is later than the earlier of (i) the latest date upon which the stock right could have expired by its original terms under any circumstances or (ii) the tenth (10<sup>th</sup>) anniversary of the original date of grant of the stock right. In all other respects, the terms of the applicable Equity Plan shall control the terms and conditions of any Equity Awards.

5.11. *Performance Bonus.* In the situations described in Sections 5.2, 5.3, 5.4, 5.5 and 5.7, within thirty (30) days following termination of this Agreement, Employee will be paid, solely in consideration of services rendered by Employee prior to termination, a bonus with respect to Employer's fiscal year in which the termination date occurs, equal to Employee's target Performance Bonus amount set forth on Exhibit B, multiplied by the number of days in the fiscal year prior to and including the date of termination and divided by three hundred sixty five (365).

5.12. *Section 409A Compliance* .

(a) **General.** It is the intention of both Employer and Employee that the benefits and rights to which Employee could be entitled in connection with termination of employment comply with Section 409A of the Code and the Treasury Regulations and other guidance promulgated or issued thereunder (“Section 409A”), and the provisions of this Agreement shall be construed in a manner consistent with that intention. If Employee or Employer believes, at any time, that any such benefit or right does not so comply, it shall promptly advise the other and shall negotiate reasonably and in good faith to amend the terms of such benefits and rights such that they comply with Section 409A of the Code (with the most limited possible economic effect on Employee and on Employer).

(b) **Distributions on Account of Separation from Service.** If and to the extent required to comply with Section 409A, no payment or benefit required to be paid under this Agreement on account of termination of Employee’s employment shall be made unless and until Employee incurs a “separation from service”, within the meaning of Section 409A.

(c) **6 Month Delay for Specified Employees.**

(i) If Employee is a “specified employee”, then no payment or benefit that is payable on account of Employee’s “separation from service”, as that term is defined for purposes of Section 409A, shall be made before the date that is six months after Employee’s “separation from service” (or, if earlier, the date of Employee’s death) if and to the extent that such payment or benefit constitutes deferred compensation (or may be nonqualified deferred compensation) under Section 409A and such deferral is required to comply with the requirements of Section 409A. Any payment or benefit delayed by reason of the prior sentence shall be paid out or provided in a single lump sum at the end of such required delay period in order to catch up to the original payment schedule.

(ii) For purposes of this provision, Employee shall be considered to be a “specified employee” if, at the time of his separation from service, Employee is a “key employee”, within the meaning of Section 416(i) of the Code, of Employer (or any person or entity with whom Employer would be considered a single employer under Section 414(b) or Section 414(c) of the Code) any stock in which is publicly traded on an established securities market or otherwise.

(iii) Unless otherwise required to comply with Section 409A, a payment or benefit shall not be deferred pursuant to this provision if:

(x) it is not made on account of Employee’s “separation from service”, (y) it is required to be paid no later than within two and a half (2 ½) months after the end of the taxable year of Employee in which the payment or benefit is no longer subject to a “substantial risk of forfeiture”, as that term is defined for purposes of Section 409A, or (z) the payment satisfies the following requirements: (A) it is being paid or provided due to Employer’s termination of Employee’s employment without Cause as set



forth in Section 4.4 hereof or Employee's termination of employment after a Change in Control for the reasons set forth in Section 4.7 hereof, (B) it does not exceed two (2) times the lesser of (1) Employee's annualized compensation from Employer for the calendar year prior to the calendar year in which the termination of Employee's employment occurs, and (2) the maximum amount of compensation that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which Employee's employment terminates, and (C) the payment is required under this Agreement to be paid no later than the last day of the second calendar year following the calendar year in which Employee incurs a "separation from service".

(d) No Acceleration of Payments. Neither Employer nor Employee, individually or in combination, may accelerate any payment or benefit that is subject to Section 409A, except in compliance with Section 409A and the provisions of this Agreement, and no amount shall be paid prior to the earliest date on which it may be paid without violating Section 409A.

(e) Treatment of Each Installment as a Separate Payment. For purposes of applying the provisions of Section 409A to this Agreement, each separately identified amount to which Employee is entitled under this Agreement shall be treated as a separate payment. In addition, to the extent permissible under Section 409A, any series of installment payments under this Agreement shall be treated as a right to a series of separate payments.

(f) Reimbursements and In-Kind Benefits.

(i) Any reimbursements by Employer to Employee of any eligible expenses pursuant to Section 3.1 or 5.8 of this Agreement, that are not excludible from Employee's income for Federal income tax purposes ("Taxable Reimbursements") shall be made on or before the last day of the taxable year of Employee following the year in which the expense was incurred.

(ii) The amount of any Taxable Reimbursements, and the value of any in-kind benefits to be provided to Employee under this Agreement, during any taxable year of Employee shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year of Employee.

(iii) The right to Taxable Reimbursements, or in-kind benefits, shall not be subject to liquidation or exchange for another benefit.

5.13. *Release.* Employer shall provide Employee with a general release in the form attached as Exhibit C (subject to such modifications as Employer may reasonably request) within seven (7) days after Employee's termination date. Payments or benefits to which Employee may be entitled pursuant to this Section 5 (other than any accrued but unpaid Base Salary and employee benefits as of the end of the Employment Period) (the "Severance Amounts") shall be conditioned upon Employee executing the general release within twenty one (21)

days after receiving it from Employer and the general release becoming irrevocable upon the expiration of seven (7) days following Employee's execution of it. Payment of the Severance Amounts shall be suspended during the period (the "Suspension Period") that begins on Employee's termination date and ends on the date ("Suspension Termination Date") that is thirty-five (35) days after Employee's termination date; provided, however, that this suspension shall not apply, and Employer shall be required to provide, any continued health insurance coverage that would be required under Section 5.9 hereof during the Suspension Period. If Employee executes the general release and the general release becomes irrevocable by no later than the Suspension Termination Date, then payment of any Severance Amounts that were suspended pursuant to this provision shall be made in the first payroll period that follows the Suspension Termination Date, and any Severance Amounts that are payable after the Suspension Termination Date shall be paid at the times provided in Section 5.

5.14. *Vesting of Incentive Awards.* Notwithstanding any contrary provision in this Agreement or any Equity Plan then maintained by MEDNAX, and in addition to any other payments or benefits provided in this Agreement upon a termination of Employee's employment, all Equity Awards granted to Employee by MEDNAX prior to termination of this Agreement shall immediately become fully vested, non-forfeitable, and, if applicable, exercisable, in the event Employee's employment is terminated pursuant to Section 4.2, 4.3, 4.4, 4.5 or 4.7.

Notwithstanding anything to the contrary in this Agreement, the Equity Plans or the Equity Awards, in the event of a Change in Control immediately following which neither the common stock of MEDNAX nor the common equity of its successor, parent or subsidiary is listed for trading on a national securities exchange (a "Going Private Transaction"), then all unvested Equity Awards granted to Employee shall be adjusted so that in lieu of Employee's right to receive shares of common stock of MEDNAX pursuant to the terms of such Equity Awards, Employee shall be entitled to receive, for each share of common stock of MEDNAX that Employee would otherwise be entitled to receive pursuant to such Equity Awards, an amount of cash equal to the amount per share of common stock of MEDNAX paid to the shareholders of MEDNAX in such Going Private Transaction, as determined by the Compensation Committee in its sole discretion, in each case consistent with the vesting schedule of such Equity Awards and shall remain subject to the acceleration provisions set forth in this Section 5.14.

## **6 . Successors; Binding Agreement.**

6.1. *Successors* . Employer shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) acquiring a majority of Employer's voting common stock or any other successor to all or substantially all of the business and/or assets of Employer to expressly assume and agree to perform this Agreement in the same manner and to the same extent that Employer would be required to perform it if no such succession had taken place and Employee hereby consents to any such assignment. In such event, "Employer" shall mean Employer as previously defined and any successor to its business and/or assets which executes and delivers the agreement provided for in this Section 6 or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law. This Section shall not limit Employee's ability to terminate this Agreement in the circumstances described in Section 4.7.

6.2. *Benefit* . This Agreement and all rights of Employee under this Agreement shall inure to the benefit of and be enforceable by Employee's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If Employee should die after the termination date and amounts would have been payable to Employee under this Agreement if Employee had continued to live, including under Section 5 hereof, then such amounts shall be paid to Employee's devisee, legatee, or other designee or, if there is no such designee, Employee's estate.

7. **Conflicts.** Except as otherwise provided in this Agreement, this Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes and revokes any and all prior offer letters or existing agreements, written or oral, relating to the subject matter hereof, and this Agreement shall be solely determinative of the subject matter hereof.

**8. Restrictive Covenants; Confidential Information; Work Product; Injunctive Relief.**

8.1. *No Material Competition* . Employer and Employee acknowledge and agree that a strong relationship and connection exists between Employer and its current and prospective patients, referral sources, and customers as well as the hospitals and healthcare facilities at which it provides professional services. Employer and Employee further acknowledge and agree that the restrictive covenants described in this Section are designed to enforce, and are ancillary to or part of, the promises contained in this Agreement and are reasonably necessary to protect the legitimate interests of Employer in the following: (1) the use and disclosure of the Confidential Information as described in Section 8.4; (2) the professional development activities described in Section 1.2; and (3) the goodwill of Employer, as promoted by Employee as provided in Section 1.2. The foregoing listing is by way of example only and shall not be construed to be an exclusive or exhaustive list of such interests. Employee acknowledges that the restrictive covenants set forth below are of significant value to Employer and were a material inducement to Employer in agreeing to the terms of this Agreement. Employee further acknowledges that the goodwill and other proprietary interest of Employer will suffer irreparable and continuing damage in the event Employee enters into competition with Employer in violation of this Section.

Therefore, Employee agrees that, except with respect to services performed under this Agreement on behalf of Employer, **Employee shall not** , at any time during the Restricted Period (as defined below), for Employee or on behalf of any other person, persons, firm, partnership, corporation or employer, intentionally, knowingly, or willingly participate or engage in or own an interest in, directly or indirectly, any individual proprietorship, partnership, corporation, joint venture, trust or other form of business entity, whether as an individual proprietor, partner, joint venturer, officer, director, member, employee, consultant, independent contractor, stockholder, lender, landlord, finder, agent, broker, trustee, or in any manner whatsoever, if such entity or its affiliates is engaged in, directly or indirectly, “ Employer’s Business ”, as defined on Exhibit A

hereto. Employee acknowledges that, as of the date hereof, Employee's responsibilities will include matters affecting the businesses of Employer listed on Exhibit A. For purposes of this Section 8, the "Restricted Period" shall mean the Employment Period plus (i) eighteen (18) months in the event this Agreement is terminated pursuant to Section 4.1, and (ii) twenty-four (24) months in the event the Agreement is terminated for any other reason.

8.2. *No Hire*. Employee further agrees that **Employee shall not**, at any time during the Employment Period and for a period of eighteen (18) months immediately following termination of this Agreement for any reason, for Employee or on behalf of any other person, persons, firm, partnership, corporation or employer, intentionally, knowingly, or willingly employ, or intentionally, knowingly, or willingly permit any company or business directly or indirectly controlled by Employee to (a) employ or otherwise engage (i) any person who is a then current employee or exclusive independent contractor of Employer or one of its affiliates, or (ii) any person who was an employee or exclusive independent contractor of Employer or one of its affiliates in the prior six (6) month period, or (b) take any action that would reasonably be expected to induce an employee or independent contractor of Employer or one of its affiliates to leave his employment or engagement with Employer or one of its affiliates (including without limitation for or on behalf of a subsequent employer of Employee).

8.3. *Non-Solicitation*. Employee further agrees that **Employee shall not**, at any time during the Employment Period and for a period of eighteen (18) months immediately following termination of this Agreement for any reason, for Employee or on behalf of any other person, persons, firm, partnership, corporation or employer, intentionally, knowingly, or willingly solicit or accept business from or take any action that would reasonably be expected to materially interfere with, diminish or impair the valuable relationships that Employer or its affiliates have with (i) hospitals or other health care facilities with which Employer or its affiliates have contracts to render professional services or otherwise have established relationships, (ii) patients, (iii) referral sources, (iv) vendors, (v) any other clients of Employer or its affiliates, or (vi) prospective hospitals, patients, referral sources, vendors or clients whose business Employee was aware that Employer or any affiliate of Employer was in the process of soliciting at the time of Employee's termination (including potential acquisition targets).

8.4. *Confidential Information*. At all times during the term of this Agreement, Employer shall provide Employee with access to "Confidential Information." As used in this Agreement, the term "Confidential Information" means any and all confidential, proprietary or trade secret information, whether disclosed, directly or indirectly, verbally, in writing or by any other means in tangible or intangible form, including that which is conceived or developed by Employee, applicable to or in any way related to: (i) patients with whom Employer has a physician/patient relationship; (ii) the present or future business of Employer; or (iii) the research and development of Employer. Without limiting the generality of the foregoing, Confidential Information includes: (a) the development and operation of Employer's medical practices, including information relating to budgeting, staffing needs, marketing, research, hospital relationships, equipment capabilities, and other information concerning such facilities and operations and specifically including the procedures and business plans developed by Employer for use at the hospitals where Employer conducts its business; (b) contractual arrangements between Employer and insurers or managed care associations or other payors; (c) the databases

of Employer; (d) the clinical and research protocols of Employer, including coding guidelines; (e) the referral sources of Employer; (f) other confidential information of Employer that is not generally known to the public that gives Employer the opportunity to obtain an advantage over competitors who do not know or use it, including the names, addresses, telephone numbers or special needs of any of its patients, its patient lists, its marketing methods and related data, lists or other written records used in Employer's business, compensation paid to employees and other terms of employment, accounting ledgers and financial statements, contracts and licenses, business systems, business plan and projections, and computer programs. The parties agree that, as between them, this Confidential Information constitutes important, material, and confidential trade secrets that affect the successful conduct of Employer's business and its goodwill. Employer acknowledges that the Confidential Information specifically enumerated above is special and unique information and is not information that would be considered a part of the general knowledge and skill Employee has or might otherwise obtain.

Notwithstanding the foregoing, Confidential Information shall not include any information that (i) was known by Employee from a third party source before disclosure by or on behalf of Employer, (ii) becomes available to Employee from a source other than Employer that is not, to Employee's knowledge, bound by a duty of confidentiality to Employer, (iii) becomes generally available or known in the industry other than as a result of its disclosure by Employee, or (iv) has been independently developed by Employee and may be disclosed by Employee without breach of this Agreement, provided, in each case, that Employee shall bear the burden of demonstrating that the information falls under one of the above-described exceptions.

Additionally, notwithstanding anything herein to the contrary, nothing in this Agreement or any other agreement between Employer and Employee shall prevent Employee from filing a charge, sharing information and communicating in good faith, without prior notice to Employer, with any federal government agency having jurisdiction over Employer or its operations, and cooperating in any investigation by any such federal government agency; provided, however, that to the maximum extent permitted by law, Employee agrees that if such an administrative claim is made, Employee shall not be entitled to recover any individual monetary relief or other individual remedies thereunder.

Employee agrees that the terms of this Agreement shall be deemed Confidential Information for purposes of this Section. Employee shall keep the terms of this Agreement strictly confidential and will not, without the prior written consent of Employer, disclose the details of this Agreement to any third party in any manner whatsoever in whole or in part, with the exception of Employee's representatives (such as tax advisors and attorneys) who need to know such information.

Employee agrees that Employee will not at any time, whether during or subsequent to the term of Employee's employment with Employer, in any fashion, form or manner, unless specifically consented to in writing by Employer, either directly or indirectly, use or divulge, disclose, or communicate to any person, firm or corporation, in any manner whatsoever, any Confidential Information of any kind, nature, or description, subject to applicable law. The parties agree that any breach by Employee of any term of this Section 8.4 resulting in material harm to MEDNAX or Employer is a material breach of this Agreement and

shall constitute "Cause" for the termination of Employee's employment hereunder pursuant to Section 4.1 hereof. In the event that Employee is ordered to disclose any Confidential Information, whether in a legal or a regulatory proceeding or otherwise, Employee shall provide Employer with prompt written notice of such request or order so that Employer may seek to prevent disclosure or, if that cannot be achieved, the entry of a protective order or other appropriate protective device or procedure in order to assure, to the extent practicable, compliance with the provisions of this Agreement. In the case of any disclosure required by law, Employee shall disclose only that portion of the Confidential Information that Employee is ordered to disclose in a legally binding subpoena, demand or similar order issued pursuant to a legal or regulatory proceeding.

All Confidential Information, and all equipment, notebooks, documents, memoranda, reports, files, samples, books, correspondence, lists, other written and graphic records, in any media (including electronic or video) containing Confidential Information or relating to the business of Employer, which Employee shall prepare, use, construct, observe, possess, or control shall be and remain Employer's sole property (collectively "Employer Property"). Upon termination or expiration of this Agreement, or earlier upon Employer's request, Employee shall promptly deliver to Employer all Employer Property, retaining none.

8.5. *Ownership of Work Product.* Employee agrees and acknowledges that (i) all copyrights, patents, trade secrets, trademarks, service marks, or other intellectual property or proprietary rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship developed or created by Employee during the course of performing work for Employer and any other work product conceived, created, designed, developed or contributed by Employee during the term of this Agreement that relates in any way to Employer's Business (collectively, the "Work Product"), shall belong exclusively to Employer and shall, to the extent possible, be considered a work made for hire within the meaning of Title 17 of the United States Code. To the extent the Work Product may not be considered a work made for hire owned exclusively by Employer, Employee hereby assigns to Employer all right, title, and interest worldwide in and to such Work Product at the time of its creation, without any requirement of further consideration. Upon request of Employer, Employee shall take such further actions and execute such further documents as Employer may deem necessary or desirable to further the purposes of this Agreement, including without limitation separate assignments of all right, title, and interest in and to all rights of copyright and all right, title, and interest in and to any inventions or patents and any reissues or extensions which may be granted therefore, and in and to any improvements, additions to, or modifications thereto, which Employee may acquire by invention or otherwise, the same to be held and enjoyed by Employer for its own use and benefit, and for the use and benefit of Employer's successors and assigns, as fully and as entirely as the same might be held by Employee had this assignment not been made.

8.6. *Clearance Procedure for Proprietary Rights Not Claimed by Employer.* In the event that Employee wishes to create or develop, *other than* on Employer's time or using Employer's resources, anything that may be considered Work Product but to which Employee believes Employee should be entitled to the personal benefit of, Employee agrees to follow the clearance procedure set forth in this Section. Before beginning any such work, Employee agrees to give Employer advance written notice and provide Employer with a sufficiently detailed

written description of the work under consideration for Employer to make a determination regarding the work. Unless otherwise agreed in a writing signed by Employer prior to receipt, Employer shall have no obligation of confidentiality with respect to such request or description. Employer will determine in its sole discretion, within thirty (30) days after Employee has fully disclosed such plans to Employer, whether rights in such work will be claimed by Employer. If Employer determines that it does not claim rights in such work, Employer agrees to so notify Employee in writing and Employee may retain ownership of the work to the extent that such work has been expressly disclosed to Employer. If Employer fails to so notify Employee within such thirty (30) day period, then Employer shall be deemed to have agreed that such work is not considered Work Product for purposes of this Agreement. Employee agrees to submit for further review any significant improvement, modification, or adaptation that could reasonably be related to Employer's Business so that it can be determined whether the improvement, modification, or adaptation relates to the business or interests of Employer. Clearance under this procedure does not relieve Employee of the restrictive covenants set forth in this Section 8.

8.7. *Non-Disparagement.* For a period of ten (10) years after the termination of this Agreement, Employee will not, directly or indirectly, as an individual or on behalf of a firm, corporation, partnership or other legal entity, intentionally, knowingly, or willingly make any comment that would reasonably be expected to be materially disparaging or negative to any other person or entity regarding Employer or any of its affiliates, agents, attorneys, employees, officers and directors, Employee's work conditions or circumstances surrounding Employee's separation from Employer or otherwise impugn or criticize the name or reputation of Employer, its affiliates, agents, attorneys, employees, officers or directors, orally or in writing.

8.8. *Review by Employee.* **Employee has carefully read and considered the terms and provisions of this Section 8, and having done so, agrees that the restrictions set forth in this Section 8 are fair and reasonably required for the protection of the interests of Employer.** In the event that any term or provision set forth in this Section 8 shall be held to be invalid or unenforceable by a court of competent jurisdiction, the parties hereto agree that such invalid or unenforceable term(s) or provision(s) may be severed from this Agreement without, in any manner, affecting the remaining portions hereof. Without limiting other possible remedies available to Employer, Employee agrees that injunctive or other equitable relief will be available to enforce the covenants set forth in this Section, such relief to be without the necessity of posting a bond. In the event that, notwithstanding the foregoing, any part of the covenants set forth in this Section shall be held to be invalid, overbroad, or unenforceable by an arbitration panel or a court of competent jurisdiction, the parties hereto agree that such invalid, overbroad, or unenforceable provision(s) may be modified or severed from this Agreement without, in any manner, affecting the remaining portions of this Section 8 (all of which shall remain in full force and effect). In the event that any provision of this Section 8 related to time period or areas of restriction shall be declared by an arbitration panel or a court of competent jurisdiction to exceed the maximum time period, area or activities such arbitration panel or court deems reasonable and enforceable, said time period or areas of restriction shall be deemed modified to the minimum extent necessary to make the geographic or temporal restrictions or activities reasonable and enforceable.

8.9. *Survival; Notice of Breach and Right to Cure* .

If Employer reasonably believes that Employee has breached a provision of this Section 8, Employer shall provide prompt written notice thereof to Employee that explains such reasonably believed breach (the “Alleged Breach”). Employer agrees to work in good faith with Employee to provide Employee a reasonable opportunity to promptly cure such Alleged Breach. In the event that Employee, acting in good faith, promptly takes actions that would reasonably be expected to cure the Alleged Breach, including, with respect to a comment made by Employee that Employer reasonably believes is in breach of Section 8.7, by Employee retracting such comment, then Employee shall be deemed not to be in breach of this Section 8 with respect to the Alleged Breach. Employer and Employee further agree that Employee shall not be deemed to be in breach of any term of Section 8.4 unless such breach results in material harm to MEDNAX or Employer.

The provisions of this Section 8 shall survive the termination of this Agreement and Employee’s employment with Employer. The provisions of this Section 8 shall apply during the time Employee is receiving Disability payments from Employer as a result of a termination of this Agreement pursuant to Section 4.2 hereof. In the event of a breach of this Section 8 by Employee, as finally determined pursuant to Section 11 hereof, Employer retains the right to terminate any continuing payments to Employee provided for in Section 5 of this Agreement. In the event of a breach of any provisions of this Section 8 by Employee, as finally determined pursuant to Section 11 hereof, the period for which those provisions would remain in effect shall be extended for a period of time equal to that period beginning when such breach commenced and ending when the activities constituting such breach shall have been finally terminated, in each case as finally determined pursuant to Section 11 hereof.

The provisions of this Section 8 are expressly intended to benefit and be enforceable by other affiliated entities of Employer, who are express third party beneficiaries hereof. Employee shall not assist others in engaging in any of the activities described in the foregoing restrictive covenants.

**9. Section 280G.** Notwithstanding any other provision of this Agreement or any other plan, arrangement or agreement to the contrary, if any of the payments or benefits provided or to be provided by Employer or its affiliates to Employee or for Employee’s benefit pursuant to the terms of this Agreement or otherwise (the “Covered Payments”) constitute parachute payments (the “Parachute Payments”) within the meaning of Section 280G of the Code and, but for this Section 9, would be subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the “Excise Tax”), then prior to making the Covered Payments, a calculation shall be made comparing (i) the Net Benefit (as defined below) to Employee of the Covered Payments after payment of the Excise Tax to (ii) the Net Benefit to Employee if the Covered Payments are limited to the extent necessary to avoid being subject to the Excise Tax. Only if the amount calculated under (i) above is less than the amount under (ii) above will the Covered Payments be reduced to the minimum extent necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax (that amount, the “Reduced Amount”). “Net Benefit” shall mean the present value of the Covered Payments net of all federal, state, local, foreign income, employment and excise taxes.



(a) Any such reduction shall be made in accordance with Section 409A and the following:

(i) the Covered Payments consisting of cash severance benefits that do not constitute nonqualified deferred compensation subject to Section 409A shall be reduced first, in reverse chronological order; and

(ii) all other Covered Payments consisting of cash payments, and Covered Payments consisting of accelerated vesting of equity based awards to which Treas. Reg. § 1.280G-1 Q/A-24(c) does not apply, and that in either case do not constitute nonqualified deferred compensation subject to Section 409A, shall be reduced second, in reverse chronological order;

(iii) all Covered Payments consisting of cash payments that constitute nonqualified deferred compensation subject to Section 409A shall be reduced third, in reverse chronological order; and

(iv) all Covered Payments consisting of accelerated vesting of equity-based awards to which Treas. Reg. § 1.280G-1 Q/A-24(c) applies shall be the last Covered Payments to be reduced.

(b) Any determination required under this Section 9 shall be made in writing in good faith by an independent accounting firm selected by Employer (the “Accountants”). Employer and Employee shall provide the Accountants with such information and documents as the Accountants may reasonably request in order to make a determination under this Section 9. For purposes of making the calculations and determinations required by this Section 9, the Accountants may rely on reasonable, good-faith assumptions and approximations concerning the application of Section 280G and Section 4999 of the Code. The Accountants’ determinations shall be final and binding on Employer and Employee. Employer shall be responsible for all fees and expenses incurred by the Accountants in connection with the calculations required by this Section 9.

(c) It is possible that after the determinations and selections made pursuant to this Section 9, Employee will receive Covered Payments that are in the aggregate more than the amount intended or required to be provided after application of this Section 9 (“Overpayment”) or less than the amount intended or required to be provided after application of this Section 9 (“Underpayment”).

(i) In the event that: (A) the Accountants determine, based upon the assertion of a deficiency by the Internal Revenue Service against either Employer or Employee that the Accountants believe has a high probability of success, that an Overpayment has been made or (B) it is established pursuant to a final determination of a court or an Internal Revenue Service proceeding that has been finally and conclusively resolved that an Overpayment has been made, then Employee shall pay any such Overpayment to Employer together with interest at the applicable federal rate (as defined in Section 7872(f)(2)(A) of the Code) from the date of Employee’s receipt of the Overpayment until the date of repayment.

(ii) In the event that: (A) the Accountants, based upon controlling precedent or substantial authority, determine that an Underpayment has occurred or (B) a court of competent jurisdiction determines that an Underpayment has occurred, any such Underpayment will be paid promptly by Employer to or for the benefit of Employee together with interest at the applicable federal rate (as defined in Section 7872(f)(2)(A) of the Code) from the date the amount should have otherwise been paid to Employee until the payment date.

**10. Rabbi Trust Funding.** Employer shall, in no event later than five (5) business days immediately prior to the earlier of (a) a Change in Control or (b) termination of Employee's employment pursuant to Section s 4.2, 4.4 or 4.7 hereof (each of the foregoing (a) and (b), a " Funding Event "), establish one or more rabbi trusts to fulfill the potential severance obligations of Employer that would arise in the event of termination of Employee's employment pursuant to Section s 4.2, 4.3, 4.4, 4.5 or 4.7 hereof. Prior to a Funding Event, Employer shall deposit in each such rabbi trust cash in an amount necessary to maintain such rabbi trust with such financial institution(s). Upon the first Funding Event to occur after the Effective Date, Employer shall deposit in such rabbi trusts an aggregate amount of cash reasonably determined by Employer to be an amount sufficient to provide for full payment of all potential severance obligations of Employer that have arisen or would arise as a result of a termination of Employee's employment pursuant to Section s 4.2, 4.3, 4.4, 4.5 or 4.7 hereof, as well as for any other compensation that Employer is contractually obligated as of the date of termination to pay to Employee at a future date.

Each such rabbi trust shall be a U.S.-based grantor trust established consistent with the terms of Revenue Procedure 92-64, 1992-2 C.B. 422 (Aug. 17, 1992) with a financial institution reasonably acceptable to Employee serving as the third-party trustee thereof, under the terms of which the assets of the trust may be used, in the absence of Employer's insolvency, solely for purposes of fulfilling Employer's obligation to make payments to Employee hereunder in the event of termination of Employee's employment pursuant to Section s 4.2, 4.3, 4.4, 4.5 or 4.7 hereof (in the case termination of Employee's employment pursuant to Section s 4.3 and 4.5, only in the event such termination occurs after a Funding Event). Employer shall be responsible for all reasonable costs of establishing and maintaining each such rabbi trust and the terms of each such rabbi trust shall be reasonably acceptable to Employee.

**11. Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or any alleged breach hereof shall be finally determined by a single arbitrator, jointly selected by Employee and Employer, provided that if Employee and Employer are unable to agree upon a single arbitrator after reasonable efforts, the arbitrator shall be an impartial arbitrator selected by the American Arbitration Association. Each party hereto shall share equally the costs of the arbitrator, and the parties agree that the costs of arbitration shall not be subject to reapportionment by the arbitrator; *provided, however*, that if following a termination of Employee's employment that follows a Change in Control or if following a termination

of Employee's employment for Good Reason that follows any person other than Roger J. Medel commencing service as the senior most executive officer of MEDNAX, Employee seeks arbitration to enforce the terms of this Agreement, Employer shall bear all costs associated with such arbitration, including but not limited to all costs of the arbitrator, and shall reimburse Employee on a monthly basis for his reasonable legal and other expenses, including all fees, incurred in connection with any such arbitration. The arbitration proceedings shall be held in Sunrise, Florida, unless otherwise mutually agreed by the parties, and shall be conducted in accordance with the American Arbitration Association National Rules for the Resolution of Employment Disputes then in effect. Judgment on the award rendered by the arbitration panel may be entered and enforced by any court having jurisdiction thereof. Any such arbitration shall be treated as confidential by all parties thereto, except as otherwise provided by law or as otherwise necessary to enforce any judgment or order issued by the arbitrators.

Notwithstanding anything herein to the contrary, if Employer or Employee shall require immediate injunctive relief, then the party shall be entitled to seek such relief in any court having jurisdiction, and if the party elects to do so, the other party hereby consents to the jurisdiction of the state and federal courts sitting in the State of Florida and to the applicable service of process. Employee and Employer hereby waive and agree not to assert, to the fullest extent permitted by applicable law, any claim that (i) they are not subject to the jurisdiction of such courts, (ii) they are immune from any legal process issued by such courts and (iii) any litigation or other proceeding commenced in such courts is brought in an inconvenient forum. In the event that either party hereto brings suit seeking injunctive relief, the party found to be at fault shall pay all reasonable court costs and attorneys' fees of the other, whether such costs and fees are incurred in a court of original jurisdiction or one or more courts of appellate jurisdiction. Notwithstanding the foregoing, in the event that Employer brings suit against Employee seeking injunctive relief, Employer agrees to advance all of Employee's reasonable legal and other expenses, including all fees, incurred by Employee in connection with such action, provided, however, that if Employer ultimately prevails in seeking injunctive relief, Employee shall reimburse Employer all such advanced legal fees and other expenses.

**12 . Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of laws principles to the extent that such principles would require the application of laws other than the laws of the State of Florida.

**13 . Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered by hand or when deposited in the United States mail by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Employer:

Mednax Services, Inc.  
1301 Concord Terrace  
Sunrise, FL 33323  
Attention: General Counsel

If to Employee:

Stephen D. Farber  
c/o MEDNAX Services, Inc.  
1301 Concord Terrace  
Sunrise, FL 33323

or to such other addresses as either party hereto may from time to time give notice of to the other in the aforesaid manner.

**14. Benefits: Binding Effect.** This Agreement shall be for the benefit of and binding upon the parties hereto and their respective heirs, personal representatives, legal representatives, successors and, where applicable, assigns. Notwithstanding the foregoing, Employee may not assign the rights or benefits hereunder without the prior written consent of Employer.

**15. Indemnification.** In connection with the entrance into the Prior Employment Agreement, Employer and Mednax have entered into an Indemnification Agreement in favor of Employee in the form attached as Exhibit 10.6 to Mednax's Annual Report on Form 10-K for the year ended December 31, 2017.

**16. Severability.** The invalidity of any one or more of the words, phrases, sentences, clauses or sections contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part thereof, all of which are inserted conditionally on their being valid in law, and, in the event that any one or more of the words, phrases, sentences, clauses or sections contained in this Agreement shall be declared invalid, this Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, or section or sections had not been inserted. If such invalidity is caused by length of time or size of area, or both, the otherwise invalid provision will be considered to be reduced to a period or area, which would cure such invalidity.

**17. Waivers.** The waiver by either party hereto of a breach or violation of any term or provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or violation.

**18. Damages.** Nothing contained herein shall be construed to prevent Employer or Employee from seeking and recovering from the other damages sustained by either or both of them as a result of a breach of any term or provision of this Agreement.

**19. No Third Party Beneficiary.** Except as provided in Section 8.9, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person (other than the parties hereto and, in the case of Employee, Employee's heirs, personal representative(s) and/or legal representative) any rights or remedies under or by reason of this Agreement. No agreements or representations, oral or otherwise, express or implied, have been made by either party with respect to the subject matter of this Agreement which agreements or representations are not set forth expressly in this Agreement, and this Agreement supersedes any other employment agreement between Employer and Employee.

**20. Assignment.** This Agreement may be assigned by Employer upon notice to Employee.

*The remainder of this page has been left blank intentionally.*

IN WITNESS WHEREOF , the undersigned have executed this Agreement this 13 day of February, 2020, effective as of the Effective Date.

**EMPLOYER:**

**EMPLOYEE:**

**MEDNAX SERVICES, INC .**

By: /s/ Roger J. Medel, M.D.  
Roger J. Medel, M.D.  
Chief Executive Officer

By: /s/ Stephen D. Farber  
Stephen D. Farber

**MEDNAX, INC.**

By: /s/ Enrique J. Sosa

Enrique J. Sosa

Chairman, Compensation Committee

[Signature Page to Amended and Restated Employment Agreement]

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## EXHIBIT A

### BUSINESS OF EMPLOYER

As of the date hereof, Employer, directly or through its affiliates, provides professional medical services and all aspects of practice management services in medical practice areas that include, but are not limited to, the following (collectively referred to herein as “Employer’s Business”):

- (1) Neonatology, including hospital well baby care;
- (2) Maternal-Fetal Medicine, including general obstetrics services;
- (3) Pediatric Cardiology;
- (4) Pediatric Intensive Care, including Pediatric Hospitalist Care;
- (5) Newborn hearing screening services;
- (6) Pediatric Surgery;
- (7) Pediatric Emergency Medicine;
- (8) Anesthesiology, critical care medicine and pain management; and
- (9) Radiology and Teleradiology.

References to Employer’s Business in this Agreement shall include such other medical service lines, practice management services and other businesses in which Employer is engaged during the Employment Period; *provided*, that to be considered a part of Employer’s Business, Employer must have engaged in such other service line, practice management service or other business at least six (6) months prior to the termination date of this Agreement. For purposes of this Exhibit A, businesses of Employer shall include the businesses conducted by Employer’s subsidiaries, entities under common control and affiliates as defined under Rule 144 of the Securities Act of 1933, as amended. Such affiliates shall include the professional corporations and associations whose operating results are consolidated with Employer for financial reporting purposes.

Notwithstanding the foregoing, Employer acknowledges and agrees to the following exceptions and clarifications regarding the scope of Employer’s Business.

A. *Hospital Services.* Employer and Employee acknowledge that, as of the date hereof, Employer does not currently operate hospitals, hospital systems or universities. Nevertheless, the businesses of hospitals, hospital systems and universities would be the same as Employer’s Business where such hospitals, hospital systems or universities provide or contract with others to provide some or all of the medical services included in Employer’s Business. Therefore, the parties desire to clarify their intent with respect to the limitations on Employee’s ability to work for or contract with others to provide services for a hospital, hospital system or university during the Employment Period and during the Restricted Period. Section 8.1 shall not be deemed to restrict Employee’s ability to work for a hospital, hospital system or university if the hospital, hospital system or university does not provide any of the medical services included in Employer’s Business. Furthermore, even if a hospital, hospital system or university provides medical services that are included in Employer’s Business, Employee may work for such

hospital, hospital system or university if Employee has no direct supervisory responsibility for or involvement in the hospital's, hospital system's or university's provision of medical services that are Employer's Business. For the avoidance of doubt, Employer and Employee agree that if Employee becomes the Chief Financial Officer or Chief Executive Officer of a hospital system or health system, or other executive officer of similar level to the foregoing, that Employee shall not be in breach of the provisions of this Agreement. Finally, Employer agrees that Employee may hold direct supervisory responsibility for or be involved in the medical services of a hospital, hospital system or university that are included in Employer's Business so long as such hospital, hospital system or university is located at least ten (10) miles from a medical practice owned or operated by Employer or its affiliate. Subject to paragraph B below, the provisions of this paragraph shall not apply to the extent that, after the date hereof, Employer enters into the business of operating a hospital or hospital system.

B. *De Minimis Exception.* Employer agrees that a medical service line (other than those listed in items 1 through 9 above), practice management service or other business in which Employer is engaged shall not be considered to be a part of Employer's Business if such medical service line, practice management service or other business constitutes less than three percent (3%) of Employer's annual revenues.

C. *Divested Lines of Service.* Employer agrees that any medical service line (including those listed in items (1) through (9) above), practice management or other business in which Employer is engaged that is divested pursuant to a disposition, sale of assets or equity, or otherwise after the Effective Date shall not be considered to be a part of Employer's Business effective as of the effective date of such divestiture.

D. *Certain Ownership Interests.* It shall not be deemed to be a violation of Section 8.1 for Employee to: (i) own, directly or indirectly, one percent (1%) or less of a publicly-traded entity that has a market capitalization of \$1 billion or more; (ii) own, directly or indirectly, five percent (5%) or less of a publicly-traded entity that has a market capitalization of less than \$1 billion; or (iii) own, directly or indirectly, less than ten percent (10%) of a privately-held business or company, if Employee is at all times a passive investor with no board representation, management authority or other special rights to control operations of such business or company.

**EXHIBIT B**  
**COMPENSATION**

**Base Salary:** Five Hundred and Fifty Thousand Dollars

**Performance Bonus:** Target of One Hundred Percent (100%) of Employee's Base Salary with a Maximum Bonus potential of Two Hundred Percent (200%) of Employee's Base Salary

**Equity Compensation:** Employee's annual equity compensation grant target amount shall be at least \$2.4 million, subject to the approval of the Compensation Committee of the Board of Directors.



**EXHIBIT C  
FORM OF RELEASE**

**GENERAL RELEASE OF CLAIMS**

1. Stephen Farber (“Employee”), for himself and his family, heirs, executors, administrators, legal representatives and their respective successors and assigns, in exchange for the consideration received pursuant to Section 5.[.] of that certain Amended and Restated Employment Agreement, dated as of February 13, 2020, by and between Employee and Employer, to which this release is attached as Exhibit C (the “Employment Agreement”), does hereby release and forever discharge \_\_\_\_\_ (“Employer”), its subsidiaries, affiliated companies, successors and assigns, and its current or former directors, officers, employees, shareholders or agents in such capacities (collectively with Employer, the “Released Parties”) from any and all actions, causes of action, suits, controversies, claims and demands whatsoever, for or by reason of any matter, cause or thing whatsoever, whether known or unknown including, but not limited to, all claims under any applicable laws arising under or in connection with Employee’s employment or termination thereof, whether for discrimination, harassment, retaliation, tort, breach of express or implied employment contract, wrongful discharge, intentional infliction of emotional distress, or defamation or injuries incurred on the job or incurred as a result of loss of employment. Employee acknowledges that Employer encouraged him to consult with an attorney of his choosing, and through this General Release of Claims encourages Employee to consult with his attorney with respect to possible claims under the Age Discrimination in Employment Act (“ADEA”) and that he understands that the ADEA is a Federal statute that, among other things, prohibits discrimination on the basis of age in employment and employee benefits and benefit plans. Without limiting the generality of the release provided above, Employee expressly waives any and all claims under ADEA that he may have as of the date hereof. Employee further understands that by signing this General Release of Claims he is in fact waiving, releasing and forever giving up any claim under the ADEA as well as all other laws within the scope of this paragraph 1 that may have existed on or prior to the date hereof. Notwithstanding anything in this paragraph 1 to the contrary, this General Release of Claims shall not apply to (i) any actions to enforce rights to receive any payments or benefits which may be due Employee pursuant to Section 5.[.] of the Employment Agreement, or under any of Employer’s employee benefit plans, (ii) any rights or claims that may arise as a result of events occurring after the date this General Release of Claims is executed, (iii) any indemnification rights Employee may have as a former officer or director of Employer or its subsidiaries or affiliated companies, (iv) any claims for benefits under any directors’ and officers’ liability policy maintained by Employer or its subsidiaries or affiliated companies in accordance with the terms of such policy, and (v) any rights as a holder of equity securities of Employer.

2. Employee represents that he has not filed against the Released Parties any complaints, charges, or lawsuits arising out of his employment, or any other matter arising on or prior to the date of this General Release of Claims, and covenants and agrees that he will never individually or with any person file, or commence the filing of, any charges, lawsuits, complaints or proceedings with any governmental agency, or against the Released Parties with respect to any of the matters released by Employee pursuant to paragraph 1 hereof (a “Proceeding”).

3. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement or any other agreement between Employer and Employee shall prevent Employee from filing a charge, sharing information and communicating in good faith, without prior notice to Employer, with any federal government agency having jurisdiction over Employer or its operations, and cooperating in any investigation by any such federal government agency; However, to the maximum extent permitted by law, Employee agrees that if such an administrative claim is made, Employee shall not be entitled to recover any individual monetary relief or other individual remedies.

4. Employee hereby acknowledges that Employer has informed him that he has up to twenty-one (21) days to sign this General Release of Claims and he may knowingly and voluntarily waive that twenty-one (21) day period by signing this General Release of Claims earlier. Employee also understands that he shall have seven (7) days following the date on which he signs this General Release of Claims within which to revoke it by providing a written notice of his revocation to Employer.

5. Employee acknowledges that this General Release of Claims will be governed by and construed and enforced in accordance with the internal laws of the State of Florida applicable to contracts made and to be performed entirely within such State.

6. Employee acknowledges that he has read this General Release of Claims, that he has been advised that he should consult with an attorney before he executes this general release of claims, and that he understands all of its terms and executes it voluntarily and with full knowledge of its significance and the consequences thereof.

7. This General Release of Claims shall take effect on the eighth day following Employee's execution of this General Release of Claims unless Employee's written revocation is delivered to Employer within seven (7) days after such execution.

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\_\_\_\_\_, 20\_\_

**FIRST AM ENDMENT TO AMENDED AND RESTATED  
EMPLOYMENT AGREEMENT**

**THIS FIRST AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT** (this “ **Amendment** ”) is made and entered into by and between **MEDNAX SERVICES, INC.** , a Florida corporation (“ **Employer** ”), and **STEPHEN D. FARBER** (“ **Employee** ”), effective as of April 1, 2020 (the “ **Effective Date** ”).

**RECITALS**

**WHEREAS** , Employer and Employee are the parties to that certain Amended and Restated Employment **Agreement** , effective as of February 13, 2020 (the “ **Employment Agreement** ”); and

**WHEREAS** , the parties have agreed to amend the Employment Agreement as provided herein, to effectively reduce Employee’s annual salary of \$550,000.00 to an annual salary of \$275,000.00 from the period commencing on the Effective Date through the three-month anniversary of such date or such later date as mutually agreed to by the parties;

**WHEREAS**, such reduction in annual salary is not intended to affect any other amounts that could become payable and are based on the Employee’s annual salary such as severance or bonus amounts; and

**WHEREAS** , Employer and Employee agree that the reduction in annual salary herein shall not constitute “Good Reason,” as defined in the Employment Agreement, and shall not trigger any severance obligations on the part of Employer.

**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 Amendment have the meanings provided in the Employment Agreement.
2. Section 2.1 of the Employment Agreement is hereby deleted in its entirety and replaced with the following:

2.1. *Base Salary* .

(a) *Base Salary* . Employee shall be paid an annual base salary as determined by the Compensation Committee (“ Compensation Committee ”) of the MEDNAX Board of Directors (the “ Board ”) from time to time (the “ Base Salary ”), payable in installments consistent with Employer's customary payroll schedule and subject to applicable withholding for taxes and other Employee directed withholdings. Employee’s initial Base Salary will be set forth on Exhibit B hereto; *provided, however* , that for the period from April 1, 2020 through June 30, 2020, or such later period as agreed to by the parties (the “ Reduction Period ”), Base Salary shall equal \$275,000.00 (the “ Reduced Base Salary ”) . Notwithstanding the foregoing, and for the avoidance of doubt, for purposes of any other provision in this Agreement, including Sections 3 and 5, any reference to “Base

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Salary” shall mean the amount set forth on Exhibit B (subject to change by the Compensation Committee per this Section 2.1(a)) and not the Reduced Base Salary. The Compensation Committee shall review the amount of Employee’s Base Salary on an annual basis no later than ninety (90) days after the beginning of Employer’s fiscal year. Any change to Employee’s Base Salary as set forth in Exhibit B that is approved by the Compensation Committee shall become Employee’s new Base Salary for purposes of this Agreement.

2. Employee acknowledges and agrees that the changes set forth in this Amendment are by mutual agreement of Employee and Employer and nothing contained herein and no changes contemplated hereby constitute “Good Reason,” as defined in the Employment Agreement.

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 Amendment 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 Amendment 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 Amendment 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 Amendment as of the Effective Date set forth below each party's signature below and to be effective as of the Effective Date.

**EMPLOYER :**

**EMPLOYEE :**

**MEDNAX SERVICES, INC.**

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

Name: Roger J. Medel, M.D.

Title: Chief Executive Officer

Date: April 7, 2020

By: /s/ Stephen D. Farber

Stephen D. Farber

Date: April 7, 2020

[Signature Page to First Amendment to Amended and Restated Employment Agreement]

**AMENDED AND RESTATED  
EMPLOYMENT AGREEMENT**

**THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT** (this “Agreement”) is made and entered into by and between **MEDNAX SERVICES, INC.**, a Florida corporation (“Employer”) and **Dominic J. Andreano** (“Employee”) effective as of February 13, 2020 (the “Effective Date”).

**RECITALS**

**WHEREAS**, Employer is presently engaged in “Employer’s Business” as defined on Exhibit A hereto;

**WHEREAS**, Employer desires to continue to employ Employee and benefit from Employee’s contributions to Employer;

**WHEREAS**, Employer and Employee previously entered in an Employment Agreement dated February 12, 2019, which will be superseded in its entirety upon the execution of this Agreement;

**WHEREAS**, Employer has recently assigned additional responsibilities to Employee and accordingly has appointed him as an Executive Vice President; and

**WHEREAS**, in order to induce Employer to enter into this Agreement on the terms and conditions set forth herein, and disclose its trade secrets and confidential information in connection with Employee’s employment by Employer and award from time to time equity based compensation, Employee hereby agrees to be bound by the terms of this Agreement, including the arbitration, non-competition and related restrictive covenants set forth herein.

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

**1. Employment.**

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 an “Initial Term” commencing as of the Effective Date and continuing for a period of three (3) years, unless sooner terminated as hereinafter set forth. Thereafter, the employment of Employee hereunder shall automatically renew for successive one (1) year periods until terminated in accordance herewith. The Initial Term and any automatic renewals shall be referred to as the “Employment Period.”

1.2. *Duties of Employee*. As of the Effective Date and thereafter during the remaining Employment Period, Employee shall serve as Executive Vice President, General Counsel and Secretary of Employer and MEDNAX, Inc., a Florida corporation and the parent corporation of Employer (“MEDNAX”), and perform such duties as are customary to the position

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Employee holds or as may be assigned to Employee from time to time by the most senior executive officer of MEDNAX (“Employee’s Supervisor”) or the Board (as defined below) including, but not limited to, also serving as an officer and/or director, or equivalent, of subsidiaries and/or affiliates of MEDNAX; *provided*, that such duties as assigned shall be customary to Employee’s role as an executive officer of Employer and MEDNAX. Employee’s employment shall be full-time and, as such, Employee agrees to devote substantially all of Employee’s attention and professional time to the business and affairs of Employer and MEDNAX. Employee shall perform Employee’s duties honestly, diligently, competently, in good faith and in the best interest of Employer and MEDNAX. Employee will devote best efforts to the promotion of the goodwill of Employer and MEDNAX and of their employees and affiliates. During the Employment Period, Employer shall promote the proficiency of Employee by, among other things, providing Employee with Confidential Information, specialized professional development programs, and information regarding the organization, administration and operation of Employer. During the Employment Period, Employee agrees that Employee will not, without the prior written consent of Employer (which consent shall not be unreasonably withheld), serve as a director on a corporate board of directors or in any other similar capacity for any institution other than Employer and MEDNAX, and their respective subsidiaries and affiliates in accordance with this Section 1.2. During the Employment Period, it shall not be a violation of this Agreement to (i) serve on civic or charitable boards or committees, or (ii) deliver lectures, fulfill speaking engagements or teach at educational institutions, so long as such activities have been approved by Employee’s Supervisor and do not interfere with the performance of Employee’s responsibilities as an employee of Employer in accordance with this Agreement, including the restrictions of Section 8 hereof.

1.3. *Place of Performance* . Employee shall be based at Employer’s offices located in Sunrise, Florida, except for required travel relating to Employer’s Business.

## **2. Base Salary and Performance Bonus.**

2.1. *Base Salary* . Employee shall be paid an annual base salary as determined by the Compensation Committee (“Compensation Committee”) of the MEDNAX Board of Directors (the “Board”) from time to time (the “Base Salary”), payable in installments consistent with Employer’s customary payroll schedule and subject to applicable withholding for taxes and other Employee directed withholdings. The Compensation Committee shall review the amount of Employee’s Base Salary on an annual basis no later than ninety (90) days after the beginning of Employer’s fiscal year. Any change to Employee’s Base Salary that is approved by the Compensation Committee shall become Employee’s new Base Salary for purposes of this Agreement.

2.2. *Performance Bonus* . Employee shall be eligible for an annual bonus in accordance with the incentive programs approved from time to time by the Compensation Committee, which programs shall contemplate a target bonus payment of at least the amount set forth on Exhibit B (the “Performance Bonus”) based upon the fulfillment of reasonable performance objectives set by the Compensation Committee. Except in the situations described in Sections 5.2, 5.3, 5.4, 5.5 and 5.7, the Performance Bonus shall only be payable to Employee if Employee is employed with Employer as of the date that the Performance Bonus is paid by Employer. Each Performance Bonus shall be paid in the calendar year immediately following the

calendar year in which it is earned, as soon as practicable after the audited financial statements for Employer for the year for which the bonus is earned have been released; provided, however, that if calculation of Employee's Performance Bonus is not administratively practicable due to events beyond the control of Employer, then Employer may delay payment of the Performance Bonus provided that the payment is made during the first taxable year of Employee in which the calculation of the amount of the payment is administratively practicable.

### 3. Benefits.

3.1. *Expense Reimbursement* . Employer shall promptly reimburse Employee for all out-of-pocket expenses reasonably incurred by Employee during the Employment Period on behalf of or in connection with Employer's Business pursuant to the reimbursement standards and guidelines of Employer in effect from time to time, including reimbursement for appropriate professional organizations. Employee shall account for such expenses and submit reasonable supporting documentation to Employer in accordance with Employer's policies in effect from time to time.

3.2. *Employee Benefits* . During the Employment Period, Employee shall be entitled to participate in such health, welfare, disability, retirement savings and other fringe benefit plans and programs (subject to the terms and conditions of such plans and programs) as may be provided from time to time to employees of Employer and to the extent that such plans and programs are applicable to other similarly situated employees of Employer.

3.3. *Leave Time* . During the Employment Period, Employee shall be entitled to paid vacation and leave days each calendar year in accordance with the leave policies established by Employer from time to time, but in no event less than thirty-eight (38) days per year. Any leave time not used during each fiscal year of Employer may be carried over into the next year to the extent permitted by Employer policy.

3.4. *Equity Plans* . During the Employment Period, the Chief Executive Officer of MEDNAX shall recommend to the Compensation Committee that Employee receive, on an annual basis following the Effective Date, and at the same time as other executive officers of Employer, grants of stock options, stock appreciation rights, restricted stock, deferred stock, bonus stock, awards payable in stock or other forms of stock based award (each an "Equity Award") pursuant to MEDNAX's Amended and Restated 2008 Incentive Compensation Plan, as amended, or any other similar plan adopted by MEDNAX (each an "Equity Plan"), with a guideline grant value that will be at least the amount set forth on Exhibit B, with the actual grant value determined by the Compensation Committee in the same manner as for other executive officers of Employer. Every Equity Award made to Employee shall be subject to the terms and conditions of this Agreement and the terms of the applicable Equity Plan, and shall be made subject to an award agreement that is consistent with terms applicable to other executive officers of Employer. Employee shall also be eligible to participate in MEDNAX's non-qualified employee stock purchase plan and any successor plan. Employee acknowledges Employee's participation in the Equity Plan pursuant to this Section 3 is sufficient consideration for Employee to enter into this Agreement, including the restrictive covenants set forth in Section 8 below



#### 4. Termination.

4.1. *Termination for Cause* . Employer may terminate Employee's employment under this Agreement for Cause. As used in this Agreement, the term "Cause" shall mean the occurrence of any of:

- (i) Employee's engagement in (A) willful misconduct resulting in material harm to MEDNAX or Employer, or (B) gross negligence;
- (ii) Employee's conviction of, or pleading nolo contendere to, a felony or any other crime involving fraud, financial misconduct, or misappropriation of Employer's assets;
- (iii) Employee's willful and continual failure, after written notice from Employee's Supervisor or the Board to (A) perform substantially his employment duties consistent with his position and authority, or (B) follow, consistent with Employee's position, duties, and authorities, the reasonable lawful mandates of Employee's Supervisor or the Board;
- (iv) Employee's failure or refusal to comply with a reasonable policy, standard or regulation of Employer in any material respect, including but not limited to Employer's sexual harassment, other unlawful harassment, workplace discrimination or substance abuse policies; or
- (v) Employee's breach of Section 8.4 of this Agreement resulting in material harm to MEDNAX or Employer.

No act or omission shall be deemed willful or grossly negligent for purposes of this definition if taken or omitted to be taken by Employee in a good faith belief that such act or omission to act was in the best interests of Employer or MEDNAX or if done at the express direction of the Board. The termination date for a termination of Employee's employment under this Agreement pursuant to this Section 4.1 shall be the date specified by Employer in a written notice to Employee of finding of Cause, which may not be retroactive. Upon termination of Employee's employment under this Agreement pursuant to Section 4.1, Employee shall be entitled to compensation in accordance with and subject to, the provisions of Section 5.1 hereof.

4.2. *Disability* . Employer may terminate Employee's employment under this Agreement upon the Disability (as defined below) of Employee. Subject to the requirements of applicable law, Employee shall be deemed to have a "Disability" for purposes of this Agreement in the event of (i) Employee's inability to perform Employee's duties hereunder, with or without a reasonable accommodation, as a result of physical or mental illness or injury, and (ii) a determination by an independent qualified physician selected by Employer and acceptable to Employee (which acceptance shall not be unreasonably withheld) that Employee is currently unable to perform such duties and in all reasonable likelihood such inability will continue for a period in excess of an additional ninety (90) or more days in any one hundred twenty (120) day period. The termination date for a termination of this Agreement pursuant to this Section 4.2 shall be the date specified by Employer in a notice to Employee, which date shall not be retroactive. Upon any termination of this Agreement pursuant to this Section 4.2, Employee shall be entitled to compensation and/or benefits in accordance with, and subject to, the provisions of Section 5.2 hereof.

4.3. *Death* . Employee's employment under this Agreement shall terminate automatically upon the death of Employee, without any requirement of notice by Employer to Employee's estate. The date of Employee's death shall be the termination date for a termination of Employee's employment under this Agreement pursuant to this Section 4.3 . Upon any termination of Employee's employment under this Agreement pursuant to this Section 4.3 , Employee shall be entitled to the compensation specified in Section 5.3 hereof.

4.4. *Termination by Employer Without Cause* . Employer may terminate Employee's employment without Cause by giving Employee written notice of such termination. The termination date shall be the date specified by Employer in such notice, which may be up to ninety (90) days from the date of such notice. Upon any termination of Employee's employment under this Agreement pursuant to this Section 4.4 , Employee shall be entitled to compensation and/or benefits in accordance with, and subject to, the provisions of Section 5.4 hereof.

4.5. *Termination by Employee Due to Poor Health* . Employee may terminate Employee's employment under this Agreement upon written notice to Employer if Employee's health should become impaired to any extent that makes the continued performance of Employee's duties under this Agreement hazardous to Employee's physical or mental health or Employee's life (regardless of whether such condition would be deemed a Disability under any other Section of this Agreement), *provided* that Employee shall have furnished Employer with a written statement from a qualified doctor to that effect, and *provided further* that, at Employer's written request and expense, Employee shall submit to a medical examination by an independent qualified physician selected by Employer and acceptable to Employee (which acceptance shall not be unreasonably withheld), which doctor shall substantially concur with the conclusions of Employee's doctor. The termination date shall be the date specified in Employee's notice to Employer, which date may not be earlier than thirty (30) days nor later than ninety (90) days from Employer's receipt of such notice. Upon any termination of Employee's employment under this Agreement pursuant to this Section 4.5 , Employee shall be entitled to compensation and/or benefits in accordance with, and subject to, the provisions of Section 5.5 hereof.

4.6. *Termination by Employee* . Employee may terminate Employee's employment under this Agreement for any reason whatsoever upon not less than ninety (90) days prior written notice to Employer. Upon receipt of such notice from Employee, Employer may, at its option, require Employee to terminate employment at any time in advance of the expiration of such ninety (90) day period. The termination date under this Section 4.6 shall be the date specified by Employer, but in no event more than ninety (90) days after Employer's receipt of notice from Employee as contemplated by this Section. Upon any termination of Employee's employment under this Agreement pursuant to this Section 4.6 , Employee shall be entitled to compensation and/or benefits in accordance with, and subject to, the provisions of Section 5.6 hereof.

4.7. *Termination by Employee for Good Reason*. Employee may terminate Employee's employment hereunder for Good Reason. For purposes of this Section, "Good Reason" shall mean:

- (a) a decrease in Employee's Base Salary;
- (b) a decrease in Employee's Performance Bonus opportunity as set forth on Exhibit B or a failure of the Compensation Committee to approve an annual equity grant within the guidelines set forth on Exhibit B;
- (c) Employee is assigned any position, duties, responsibilities or compensation that is inconsistent with the position, duties, or responsibilities of Employee contemplated herein as of the Effective Date or compensation of Employee as of the Effective Date, excluding for this purpose any isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by Employer promptly after receipt of written notice;
- (d) Employee experiences a material diminution in his authorities, duties or responsibilities, excluding for this purpose any isolated and inadvertent action not taken in bad faith and which is remedied by Employer promptly after receipt of written notice, provided that, if following a Change in Control, neither the common stock of MEDNAX nor the common equity of its successor, parent or subsidiary is listed for trading on a national securities exchange, Employee shall have Good Reason to terminate employment;
- (e) Employee is required to report to any person other than the senior most executive officer of MEDNAX, the Board, or a duly constituted committee thereof, or if the senior most executive officer of MEDNAX is any person other than Roger J. Medel, excluding, however, if Employee becomes the senior most executive officer of MEDNAX;
- (f) there is a material diminution in the authority, duties or responsibilities of the senior most executive officer of MEDNAX;
- (g) the requirement by Employer that Employee be based in any office or location outside of the metropolitan area where Employer's present corporate offices are located (it being understood that Employee may be presently based at another location), except for travel reasonably required in the performance of Employee's duties; or
- (h) any other action or inaction that constitutes a material breach of this Agreement by Employer.

If Employee desires to terminate Employee's employment under this Agreement pursuant to this Section, Employee must, within one hundred eighty (180) days after the occurrence of events giving rise to the Good Reason, provide Employer with a written notice describing the Good Reason in reasonable detail. If Employer fails to cure the matter cited within thirty (30) days after the date of Employee's notice, then this Agreement shall terminate as of the end of such thirty (30) day cure period, provided, however, that Employer may, at its option, require Employee to terminate employment at any time in advance of the expiration of such thirty (30) day cure period. If Employee terminates Employee's employment under this Agreement pursuant to this Section 4.7, then Employee shall be entitled to compensation and/or benefits in accordance with, and subject to, the provisions of Section 5.7 hereof. For purposes of this Agreement, "Change in Control" shall mean (i) the acquisition by a person or an entity or a group of persons and entities,

directly or indirectly, of more than fifty (50%) percent of MEDNAX's common stock in a single transaction or a series of transactions (hereinafter referred to as a "50% Change in Control"), (ii) a merger or other form of corporate reorganization of MEDNAX resulting in an actual or de facto 50% Change in Control, or (iii) the failure of Applicable Directors (defined below) to constitute a majority of the Board during any two (2) consecutive year period after the date of this Agreement (the "Two-Year Period"). "Applicable Directors" shall mean those individuals who are members of the Board at the inception of a Two-Year Period and any new director whose election to the Board or nomination for election to the Board was approved (prior to any vote thereon by the shareholders) by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the Two-Year Period at issue or whose election or nomination for election during such Two-Year Period was previously approved as provided in this sentence.

## 5. Compensation and Benefits Upon Termination.

5.1. *Cause*. If Employee's employment is terminated for Cause, Employer shall pay Employee's Base Salary through the termination date specified in Section 4.1 at the rate in effect at the termination date.

5.2. *Disability*. In the event of Employee's Disability, Employee shall continue to receive Employee's Base Salary for the first ninety (90) days of Disability. If Employee's employment is terminated pursuant to Section 4.2 in connection with Employee's Disability, Employee shall receive Employee's monthly Base Salary for a period of twelve (12) months after the termination date, plus any amounts as may be due under Sections 5.8, 5.9, 5.11 and 5.14. Amounts payable under this Section 5.2 are not intended to be in lieu of benefits under any long-term disability plan Employer may maintain from time to time, but any benefits and payments under any such plan shall offset the payments to be made in the first sentence of this Section, and Employee's entitlement to benefits under such plan, if any, shall be determined solely by the plan's terms.

5.3. *Death*. Upon Employee's death during the Employment Period, Employer shall pay to the person or entity designated by Employee in a notice filed with Employer or, if no person is designated, to Employee's estate any unpaid amounts of Base Salary to the date of Employee's death, plus any amounts as may be due under Sections 5.8, 5.11 and 5.14 below. Any payments Employee's spouse, beneficiaries or estate may be entitled to receive pursuant to any pension plan, employee welfare benefit plan, life insurance policy, or similar plan or policy then maintained by Employer shall be determined and paid in accordance with the written instruments governing the respective plans and policies. In the event of Employee's death during the Employment Period, Employer shall notify Employee's designee or estate of the Equity Awards held by Employee and the procedures pursuant to which all vested stock options may be exercised and other Equity Awards may be realized under the terms applicable to such awards.

5.4. *Termination by Employer Without Cause*. If Employer terminates Employee's employment in accordance with Section 4.4, then (i) Employer shall pay Employee's Base Salary through the termination date specified in Section 4.4 at the rate in effect at such termination date, plus any amount due under Section 5.8 hereof; (ii) Employer shall pay Employee a bonus calculated and paid in accordance with Section 5.11 hereof; (iii) Employer shall continue

to pay Employee's monthly Base Salary for a period of twenty-four (24) months after the termination date; (iv) within thirty (30) days of the first (1<sup>st</sup>) anniversary of the termination date, Employer shall pay Employee an amount equal to the greater of (A) 1.5 times Employee's Average Annual Performance Bonus (as defined below) or (B) 1.5 times Employee's target Performance Bonus amount set forth on Exhibit B; and (v) if applicable, Employee shall vest into the Equity Awards granted to Employee that are outstanding (the "Accelerated Awards") as set forth in Section 5.14 hereof. For purposes of this Agreement, "Average Annual Performance Bonus" shall be equal to the average of the percentage of the Performance Bonus target achieved by Employee for the three (3) full calendar years prior to the termination date (or such lesser period as Employee may have been employed by Employer), and calculated based on Employee's Base Salary and target Performance Bonus in Employee's current position. *For illustration purposes, if Employee earned 40%, 100% and 70% of Employee's target Performance Bonus in each of the three full calendar years prior to termination, and Employee's current target Performance Bonus was 100% of Base Salary, and Base Salary was \$450,000.00, then Employee's Average Annual Performance Bonus would equal \$315,000.00.  $((40\% + 100\% + 70\%) / 3 \times 100\% \times \$450,000.00 = \$315,000.00)$ .*

5.5. *Termination by Employee Due to Poor Health.* If Employee terminates Employee's employment under this Agreement pursuant to Section 4.5 hereof, Employer shall pay to Employee any unpaid amounts of Base Salary to the termination date specified in Section 4.5, plus any disability payments otherwise payable by or pursuant to plans provided by Employer, plus any amounts as may be due under Section s 5.8, 5.11 and 5.14 below.

5.6. *Termination by Employee .* If Employee's employment under this Agreement terminates pursuant to Section 4.6 hereof, Employer shall pay to Employee any unpaid amounts of Base Salary to the termination date specified in Section 4.6, plus any amounts as may be due under Section 5.8 below. In the event that the termination date specified by Employer is less than ninety (90) days after the date of Employer's receipt of notice as contemplated by Section 4.6, then Employer shall continue Employee's Base Salary for a period of days equal to ninety (90) minus the number of days from Employee's notice to the termination date.

5.7. *Termination for Good Reason.* If Employee's employment under this Agreement is terminated pursuant to Section 4.7, then Employer shall (i) pay Employee's Base Salary through the termination date specified in Section 4.7 at the rate in effect at such termination, plus any amounts as may be due under Section 5.8 hereof; (ii) continue to pay Employee's Base Salary for a period of twenty-four (24) months after the termination date; (iii) pay Employee a bonus calculated and paid in accordance with Section 5.11 hereof; (iv) within ninety (90) days of Employee's termination date pursuant to Section 4.7, pay Employee, solely in consideration of services rendered by Employee prior to termination, an additional bonus with respect to Employer's fiscal year in which the termination date occurs, in an amount equal to the greater of (A) 1.5 times Employee's Average Annual Performance Bonus or (B) 1.5 times Employee's target Performance Bonus amount set forth on Exhibit B; and (v) if applicable, Employee shall vest into the Accelerated Awards as set forth in Section 5.14 hereof.

5.8. *Expense Reimbursement.* Employee shall be entitled to reimbursement for reasonable business expenses incurred prior to the termination date, subject, however to the provisions of Section 3.1. Such reimbursement shall be made at the times and in accordance with Employer's normal procedures for reimbursements.

5.9. *Continuation of Benefit Plans* . Employee shall be entitled to continuation of health, medical, hospitalization and other similar health insurance programs on the same basis as regular, full-time employees of Employer and their eligible dependents during the period that Employee is receiving Base Salary payments under Section 5 of this Agreement and, in all cases, as provided by any applicable law. Following such period of continued benefit plan coverage, Employee and each of his eligible dependents shall be entitled to elect for continuation of coverage provided pursuant to Section 601 et. seq. of the Employee Retirement Income Security Act of 1974, 29 USC §1101 (“COBRA”).

5.10 *Period for Exercising Stock Options After Termination*. Except as to incentive stock options granted in accordance with Section 422 of the Internal Revenue Code (the “Code”), after termination of Employee’s employment under this Agreement for any reason other than pursuant to Section 4.1, Employee shall be allowed a period of the greater of (i) twenty-four (24) months after termination of Employee under this Agreement or (ii) twelve months from the applicable vesting date during which to exercise any vested options to purchase MEDNAX’s common stock or vested stock appreciation rights and realize any other Equity Awards that may be granted or made under any Equity Plan; provided, however, that in no event shall the period during which Employee may exercise any vested stock option or vested stock appreciation right be extended pursuant to this Section 5.10 to a date that is later than the earlier of (i) the latest date upon which the stock right could have expired by its original terms under any circumstances or (ii) the tenth (10<sup>th</sup>) anniversary of the original date of grant of the stock right. In all other respects, the terms of the applicable Equity Plan shall control the terms and conditions of any Equity Awards.

5.11. *Performance Bonus*. In the situations described in Sections 5.2, 5.3, 5.4, 5.5 and 5.7, within thirty (30) days following termination of this Agreement, Employee will be paid, solely in consideration of services rendered by Employee prior to termination, a bonus with respect to Employer’s fiscal year in which the termination date occurs, equal to Employee’s target Performance Bonus amount set forth on Exhibit B, multiplied by the number of days in the fiscal year prior to and including the date of termination and divided by three hundred sixty five (365).

5.12. *Section 409A Compliance* .

(a) *General*. It is the intention of both Employer and Employee that the benefits and rights to which Employee could be entitled in connection with termination of employment comply with Section 409A of the Code and the Treasury Regulations and other guidance promulgated or issued thereunder (“Section 409A”), and the provisions of this Agreement shall be construed in a manner consistent with that intention. If Employee or Employer believes, at any time, that any such benefit or right does not so comply, it shall promptly advise the other and shall negotiate reasonably and in good faith to amend the terms of such benefits and rights such that they comply with Section 409A of the Code (with the most limited possible economic effect on Employee and on Employer).

(b) Distributions on Account of Separation from Service. If and to the extent required to comply with Section 409A, no payment or benefit required to be paid under this Agreement on account of termination of Employee's employment shall be made unless and until Employee incurs a "separation from service", within the meaning of Section 409A.

(c) 6 Month Delay for Specified Employees.

(i) If Employee is a "specified employee", then no payment or benefit that is payable on account of Employee's "separation from service", as that term is defined for purposes of Section 409A, shall be made before the date that is six months after Employee's "separation from service" (or, if earlier, the date of Employee's death) if and to the extent that such payment or benefit constitutes deferred compensation (or may be nonqualified deferred compensation) under Section 409A and such deferral is required to comply with the requirements of Section 409A. Any payment or benefit delayed by reason of the prior sentence shall be paid out or provided in a single lump sum at the end of such required delay period in order to catch up to the original payment schedule.

(ii) For purposes of this provision, Employee shall be considered to be a "specified employee" if, at the time of his separation from service, Employee is a "key employee", within the meaning of Section 416(i) of the Code, of Employer (or any person or entity with whom Employer would be considered a single employer under Section 414(b) or Section 414(c) of the Code) any stock in which is publicly traded on an established securities market or otherwise.

(iii) Unless otherwise required to comply with Section 409A, a payment or benefit shall not be deferred pursuant to this provision if:

(x) it is not made on account of Employee's "separation from service", (y) it is required to be paid no later than within two and a half (2 ½) months after the end of the taxable year of Employee in which the payment or benefit is no longer subject to a "substantial risk of forfeiture", as that term is defined for purposes of Section 409A, or (z) the payment satisfies the following requirements: (A) it is being paid or provided due to Employer's termination of Employee's employment without Cause as set forth in Section 4.4 hereof or Employee's termination of employment after a Change in Control for the reasons set forth in Section 4.7 hereof, (B) it does not exceed two (2) times the lesser of (1) Employee's annualized compensation from Employer for the calendar year prior to the calendar year in which the termination of Employee's employment occurs, and (2) the maximum amount of compensation that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which Employee's employment terminates, and (C) the payment is required under this Agreement to be paid no later than the last day of the second calendar year following the calendar year in which Employee incurs a "separation from service".

(d) No Acceleration of Payments. Neither Employer nor Employee, individually or in combination, may accelerate any payment or benefit that is subject to Section 409A, except in compliance with Section 409A and the provisions of this Agreement, and no amount shall be paid prior to the earliest date on which it may be paid without violating Section 409A.

(e) Treatment of Each Installment as a Separate Payment. For purposes of applying the provisions of Section 409A to this Agreement, each separately identified amount to which Employee is entitled under this Agreement shall be treated as a separate payment. In addition, to the extent permissible under Section 409A, any series of installment payments under this Agreement shall be treated as a right to a series of separate payments.

(f) Reimbursements and In-Kind Benefits.

(i) Any reimbursements by Employer to Employee of any eligible expenses pursuant to Section 3.1 or 5.8 of this Agreement, that are not excludible from Employee's income for Federal income tax purposes ("Taxable Reimbursements") shall be made on or before the last day of the taxable year of Employee following the year in which the expense was incurred.

(ii) The amount of any Taxable Reimbursements, and the value of any in-kind benefits to be provided to Employee under this Agreement, during any taxable year of Employee shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year of Employee.

(iii) The right to Taxable Reimbursements, or in-kind benefits, shall not be subject to liquidation or exchange for another benefit.

5.13. *Release.* Employer shall provide Employee with a general release in the form attached as Exhibit C (subject to such modifications as Employer may reasonably request) within seven (7) days after Employee's termination date. Payments or benefits to which Employee may be entitled pursuant to this Section 5 (other than any accrued but unpaid Base Salary and employee benefits as of the end of the Employment Period) (the "Severance Amounts") shall be conditioned upon Employee executing the general release within twenty one (21) days after receiving it from Employer and the general release becoming irrevocable upon the expiration of seven (7) days following Employee's execution of it. Payment of the Severance Amounts shall be suspended during the period (the "Suspension Period") that begins on Employee's termination date and ends on the date ("Suspension Termination Date") that is thirty-five (35) days after Employee's termination date; provided, however, that this suspension shall not apply, and Employer shall be required to provide, any continued health insurance coverage that would be required under Section 5.9 hereof during the Suspension Period. If Employee executes the general release and the general release becomes irrevocable by no later than the Suspension Termination Date, then payment of any Severance Amounts that were suspended pursuant to this provision shall be made in the first payroll period that follows the Suspension Termination Date, and any Severance Amounts that are payable after the Suspension Termination Date shall be paid at the times provided in Section 5.



5.14. *Vesting of Incentive Awards.* Notwithstanding any contrary provision in this Agreement or any Equity Plan then maintained by MEDNAX, and in addition to any other payments or benefits provided in this Agreement upon a termination of Employee's employment, all Equity Awards granted to Employee by MEDNAX prior to termination of this Agreement shall immediately become fully vested, non-forfeitable, and, if applicable, exercisable, in the event Employee's employment is terminated pursuant to Section 4.2, 4.3, 4.4, 4.5 or 4.7.

Notwithstanding anything to the contrary in this Agreement, the Equity Plans or the Equity Awards, in the event of a Change in Control immediately following which neither the common stock of MEDNAX nor the common equity of its successor, parent or subsidiary is listed for trading on a national securities exchange (a "Going Private Transaction"), then all unvested Equity Awards granted to Employee shall be adjusted so that in lieu of Employee's right to receive shares of common stock of MEDNAX pursuant to the terms of such Equity Awards, Employee shall be entitled to receive, for each share of common stock of MEDNAX that Employee would otherwise be entitled to receive pursuant to such Equity Awards, an amount of cash equal to the amount per share of common stock of MEDNAX paid to the shareholders of MEDNAX in such Going Private Transaction, as determined by the Compensation Committee in its sole discretion, in each case consistent with the vesting schedule of such Equity Awards and shall remain subject to the acceleration provisions set forth in this Section 5.14.

## **6. Successors; Binding Agreement.**

6.1. *Successors* . Employer shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) acquiring a majority of Employer's voting common stock or any other successor to all or substantially all of the business and/or assets of Employer to expressly assume and agree to perform this Agreement in the same manner and to the same extent that Employer would be required to perform it if no such succession had taken place and Employee hereby consents to any such assignment. In such event, "Employer" shall mean Employer as previously defined and any successor to its business and/or assets which executes and delivers the agreement provided for in this Section 6 or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law. This Section shall not limit Employee's ability to terminate this Agreement in the circumstances described in Section 4.7.

6.2. *Benefit* . This Agreement and all rights of Employee under this Agreement shall inure to the benefit of and be enforceable by Employee's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If Employee should die after the termination date and amounts would have been payable to Employee under this Agreement if Employee had continued to live, including under Section 5 hereof, then such amounts shall be paid to Employee's devisee, legatee, or other designee or, if there is no such designee, Employee's estate.

7. **Conflicts.** Except as otherwise provided in this Agreement, this Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes and revokes any and all prior or existing agreements, written or oral, relating to the subject matter hereof, and this Agreement shall be solely determinative of the subject matter hereof.

## 8. Restrictive Covenants; Confidential Information; Work Product; Injunctive Relief.

8.1. *No Material Competition* . Employer and Employee acknowledge and agree that a strong relationship and connection exists between Employer and its current and prospective patients, referral sources, and customers as well as the hospitals and healthcare facilities at which it provides professional services. Employer and Employee further acknowledge and agree that the restrictive covenants described in this Section are designed to enforce, and are ancillary to or part of, the promises contained in this Agreement and are reasonably necessary to protect the legitimate interests of Employer in the following: (1) the use and disclosure of the Confidential Information as described in Section 8.4; (2) the professional development activities described in Section 1.2; and (3) the goodwill of Employer, as promoted by Employee as provided in Section 1.2 . The foregoing listing is by way of example only and shall not be construed to be an exclusive or exhaustive list of such interests. Employee acknowledges that the restrictive covenants set forth below are of significant value to Employer and were a material inducement to Employer in agreeing to the terms of this Agreement. Employee further acknowledges that the goodwill and other proprietary interest of Employer will suffer irreparable and continuing damage in the event Employee enters into competition with Employer in violation of this Section.

Therefore, Employee agrees that, except with respect to services performed under this Agreement on behalf of Employer, **Employee shall not** , at any time during the Restricted Period (as defined below), for Employee or on behalf of any other person, persons, firm, partnership, corporation or employer, intentionally, knowingly, or willingly participate or engage in or own an interest in, directly or indirectly, any individual proprietorship, partnership, corporation, joint venture, trust or other form of business entity, whether as an individual proprietor, partner, joint venturer, officer, director, member, employee, consultant, independent contractor, stockholder, lender, landlord, finder, agent, broker, trustee, or in any manner whatsoever, if such entity or its affiliates is engaged in, directly or indirectly, “Employer’s Business,” as defined on Exhibit A hereto. Employee acknowledges that, as of the date hereof, Employee’s responsibilities will include matters affecting the businesses of Employer listed on Exhibit A. For purposes of this Section 8 , the “Restricted Period” shall mean the Employment Period plus (i) eighteen (18) months in the event this Agreement is terminated pursuant to Section 4.1 , and (ii) twenty-four (24) months in the event the Agreement is terminated for any other reason.

8.2. *No Hire* . Employee further agrees that **Employee shall not** , at any time during the Employment Period and for a period of eighteen (18) months immediately following termination of this Agreement for any reason, for Employee or on behalf of any other person, persons, firm, partnership, corporation or employer, intentionally, knowingly, or willingly employ, or intentionally, knowingly, or willingly permit any company or business directly or indirectly controlled by Employee to (a) employ or otherwise engage (i) any person who is a then current employee or exclusive independent contractor of Employer or one of its affiliates, or (ii) any person who was an employee or exclusive independent contractor of Employer or one of its affiliates in the prior six (6) month period, or (b) take any action that would reasonably be expected to induce an employee or independent contractor of Employer or one of its affiliates to leave his employment or engagement with Employer or one of its affiliates (including without limitation for or on behalf of a subsequent employer of Employee).

8.3 *Non-Solicitation*. Employee further agrees that **Employee shall not**, at any time during the Employment Period and for a period of eighteen (18) months immediately following termination of this Agreement for any reason, for Employee or on behalf of any other person, persons, firm, partnership, corporation or employer, intentionally, knowingly, or willingly solicit or accept business from or take any action that would reasonably be expected to materially interfere with, diminish or impair the valuable relationships that Employer or its affiliates have with (i) hospitals or other health care facilities with which Employer or its affiliates have contracts to render professional services or otherwise have established relationships, (ii) patients, (iii) referral sources, (iv) vendors, (v) any other clients of Employer or its affiliates, or (vi) prospective hospitals, patients, referral sources, vendors or clients whose business Employee was aware that Employer or any affiliate of Employer was in the process of soliciting at the time of Employee's termination (including potential acquisition targets).

8.4 *Confidential Information*. At all times during the term of this Agreement, Employer shall provide Employee with access to "Confidential Information." As used in this Agreement, the term "Confidential Information" means any and all confidential, proprietary or trade secret information, whether disclosed, directly or indirectly, verbally, in writing or by any other means in tangible or intangible form, including that which is conceived or developed by Employee, applicable to or in any way related to: (i) patients with whom Employer has a physician/patient relationship; (ii) the present or future business of Employer; or (iii) the research and development of Employer. Without limiting the generality of the foregoing, Confidential Information includes: (a) the development and operation of Employer's medical practices, including information relating to budgeting, staffing needs, marketing, research, hospital relationships, equipment capabilities, and other information concerning such facilities and operations and specifically including the procedures and business plans developed by Employer for use at the hospitals where Employer conducts its business; (b) contractual arrangements between Employer and insurers or managed care associations or other payors; (c) the databases of Employer; (d) the clinical and research protocols of Employer, including coding guidelines; (e) the referral sources of Employer; (f) other confidential information of Employer that is not generally known to the public that gives Employer the opportunity to obtain an advantage over competitors who do not know or use it, including the names, addresses, telephone numbers or special needs of any of its patients, its patient lists, its marketing methods and related data, lists or other written records used in Employer's business, compensation paid to employees and other terms of employment, accounting ledgers and financial statements, contracts and licenses, business systems, business plan and projections, and computer programs. The parties agree that, as between them, this Confidential Information constitutes important, material, and confidential trade secrets that affect the successful conduct of Employer's business and its goodwill. Employer acknowledges that the Confidential Information specifically enumerated above is special and unique information and is not information that would be considered a part of the general knowledge and skill Employee has or might otherwise obtain.

Notwithstanding the foregoing, Confidential Information shall not include any information that (i) was known by Employee from a third party source before disclosure by or on behalf of Employer, (ii) becomes available to Employee from a source other than Employer that is not, to Employee's knowledge, bound by a duty of confidentiality to Employer, (iii) becomes generally available or known in the industry other than as a result of its disclosure by Employee, or (iv) has been independently developed by Employee and may be disclosed by Employee without breach of this Agreement, provided, in each case, that Employee shall bear the burden of demonstrating that the information falls under one of the above-described exceptions.

Additionally, notwithstanding anything herein to the contrary, nothing in this Agreement or any other agreement between Employer and Employee shall prevent Employee from filing a charge, sharing information and communicating in good faith, without prior notice to Employer, with any federal government agency having jurisdiction over Employer or its operations, and cooperating in any investigation by any such federal government agency; provided, however, that to the maximum extent permitted by law, Employee agrees that if such an administrative claim is made, Employee shall not be entitled to recover any individual monetary relief or other individual remedies thereunder.

Employee agrees that the terms of this Agreement shall be deemed Confidential Information for purposes of this Section. Employee shall keep the terms of this Agreement strictly confidential and will not, without the prior written consent of Employer, disclose the details of this Agreement to any third party in any manner whatsoever in whole or in part, with the exception of Employee's representatives (such as tax advisors and attorneys) who need to know such information.

Employee agrees that Employee will not at any time, whether during or subsequent to the term of Employee's employment with Employer, in any fashion, form or manner, unless specifically consented to in writing by Employer, either directly or indirectly, use or divulge, disclose, or communicate to any person, firm or corporation, in any manner whatsoever, any Confidential Information of any kind, nature, or description, subject to applicable law. The parties agree that any breach by Employee of any term of this Section 8.4 resulting in material harm to MEDNAX or Employer is a material breach of this Agreement and shall constitute "Cause" for the termination of Employee's employment hereunder pursuant to Section 4.1 hereof. In the event that Employee is ordered to disclose any Confidential Information, whether in a legal or a regulatory proceeding or otherwise, Employee shall provide Employer with prompt written notice of such request or order so that Employer may seek to prevent disclosure or, if that cannot be achieved, the entry of a protective order or other appropriate protective device or procedure in order to assure, to the extent practicable, compliance with the provisions of this Agreement. In the case of any disclosure required by law, Employee shall disclose only that portion of the Confidential Information that Employee is ordered to disclose in a legally binding subpoena, demand or similar order issued pursuant to a legal or regulatory proceeding.

All Confidential Information, and all equipment, notebooks, documents, memoranda, reports, files, samples, books, correspondence, lists, other written and graphic records, in any media (including electronic or video) containing Confidential Information or relating to the business of Employer, which Employee shall prepare, use, construct, observe, possess, or control shall be and remain Employer's sole property (collectively "Employer Property"). Upon termination or expiration of this Agreement, or earlier upon Employer's request, Employee shall promptly deliver to Employer all Employer Property, retaining none.

8.5. *Ownership of Work Product.* Employee agrees and acknowledges that (i) all copyrights, patents, trade secrets, trademarks, service marks, or other intellectual property or proprietary rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship developed or created by Employee during the course of performing work for Employer and any other work product conceived, created, designed, developed or contributed by Employee during the term of this Agreement that relates in any way to Employer's Business (collectively, the “Work Product”), shall belong exclusively to Employer and shall, to the extent possible, be considered a work made for hire within the meaning of Title 17 of the United States Code. To the extent the Work Product may not be considered a work made for hire owned exclusively by Employer, Employee hereby assigns to Employer all right, title, and interest worldwide in and to such Work Product at the time of its creation, without any requirement of further consideration. Upon request of Employer, Employee shall take such further actions and execute such further documents as Employer may deem necessary or desirable to further the purposes of this Agreement, including without limitation separate assignments of all right, title, and interest in and to all rights of copyright and all right, title, and interest in and to any inventions or patents and any reissues or extensions which may be granted therefore, and in and to any improvements, additions to, or modifications thereto, which Employee may acquire by invention or otherwise, the same to be held and enjoyed by Employer for its own use and benefit, and for the use and benefit of Employer's successors and assigns, as fully and as entirely as the same might be held by Employee had this assignment not been made.

8.6. *Clearance Procedure for Proprietary Rights Not Claimed by Employer.* In the event that Employee wishes to create or develop, other than on Employer's time or using Employer's resources, anything that may be considered Work Product but to which Employee believes Employee should be entitled to the personal benefit of, Employee agrees to follow the clearance procedure set forth in this Section. Before beginning any such work, Employee agrees to give Employer advance written notice and provide Employer with a sufficiently detailed written description of the work under consideration for Employer to make a determination regarding the work. Unless otherwise agreed in a writing signed by Employer prior to receipt, Employer shall have no obligation of confidentiality with respect to such request or description. Employer will determine in its sole discretion, within thirty (30) days after Employee has fully disclosed such plans to Employer, whether rights in such work will be claimed by Employer. If Employer determines that it does not claim rights in such work, Employer agrees to so notify Employee in writing and Employee may retain ownership of the work to the extent that such work has been expressly disclosed to Employer. If Employer fails to so notify Employee within such thirty (30) day period, then Employer shall be deemed to have agreed that such work is not considered Work Product for purposes of this Agreement. Employee agrees to submit for further review any significant improvement, modification, or adaptation that could reasonably be related to Employer's Business so that it can be determined whether the improvement, modification, or adaptation relates to the business or interests of Employer. Clearance under this procedure does not relieve Employee of the restrictive covenants set forth in this Section 8.

8.7. *Non-Disparagement.* For a period of ten (10) years after the termination of this Agreement, Employee will not, directly or indirectly, as an individual or on behalf of a firm, corporation, partnership or other legal entity, intentionally, knowingly, or willingly make any comment that would reasonably be expected to be materially disparaging or negative to any other person or entity regarding Employer or any of its affiliates, agents, attorneys, employees, officers and directors, Employee's work conditions or circumstances surrounding Employee's separation from Employer or otherwise impugn or criticize the name or reputation of Employer, its affiliates, agents, attorneys, employees, officers or directors, orally or in writing.

8.8. *Review by Employee.* **Employee has carefully read and considered the terms and provisions of this Section 8, and having done so, agrees that the restrictions set forth in this Section 8 are fair and reasonably required for the protection of the interests of Employer.** In the event that any term or provision set forth in this Section 8 shall be held to be invalid or unenforceable by a court of competent jurisdiction, the parties hereto agree that such invalid or unenforceable term(s) or provision(s) may be severed from this Agreement without, in any manner, affecting the remaining portions hereof. Without limiting other possible remedies available to Employer, Employee agrees that injunctive or other equitable relief will be available to enforce the covenants set forth in this Section, such relief to be without the necessity of posting a bond. In the event that, notwithstanding the foregoing, any part of the covenants set forth in this Section shall be held to be invalid, overbroad, or unenforceable by an arbitration panel or a court of competent jurisdiction, the parties hereto agree that such invalid, overbroad, or unenforceable provision(s) may be modified or severed from this Agreement without, in any manner, affecting the remaining portions of this Section 8 (all of which shall remain in full force and effect). In the event that any provision of this Section 8 related to time period or areas of restriction shall be declared by an arbitration panel or a court of competent jurisdiction to exceed the maximum time period, area or activities such arbitration panel or court deems reasonable and enforceable, said time period or areas of restriction shall be deemed modified to the minimum extent necessary to make the geographic or temporal restrictions or activities reasonable and enforceable.

8.9. *Survival ; Notice of Breach and Right to Cure .* If Employer reasonably believes that Employee has breached a provision of this Section 8, Employer shall provide prompt written notice thereof to Employee that explains such reasonably believed breach (the "Alleged Breach"). Employer agrees to work in good faith with Employee to provide Employee a reasonable opportunity to promptly cure such Alleged Breach. In the event that Employee, acting in good faith, promptly takes actions that would reasonably be expected to cure the Alleged Breach, including, with respect to a comment made by Employee that Employer reasonably believes is in breach of Section 8.7, by Employee retracting such comment, then Employee shall be deemed not to be in breach of this Section 8 with respect to the Alleged Breach. Employer and Employee further agree that Employee shall not be deemed to be in breach of any term of Section 8.4 unless such breach results in material harm to MEDNAX or Employer.

The provisions of this Section 8 shall survive the termination of this Agreement and Employee's employment with Employer. The provisions of this Section 8 shall apply during the time Employee is receiving Disability payments from Employer as a result of a termination of this Agreement pursuant to Section 4.2 hereof. In the event of a breach of this Section 8 by Employee, as finally determined pursuant to Section 11 hereof, Employer retains the right to terminate any continuing payments to Employee provided for in Section 5 of this Agreement. In the event of a breach of any provisions of this Section 8 by Employee, as finally determined pursuant to Section 11

hereof, the period for which those provisions would remain in effect shall be extended for a period of time equal to that period beginning when such breach commenced and ending when the activities constituting such breach shall have been finally terminated, in each case as finally determined pursuant to Section 11 hereof.

The provisions of this Section 8 are expressly intended to benefit and be enforceable by other affiliated entities of Employer, who are express third party beneficiaries hereof. Employee shall not assist others in engaging in any of the activities described in the foregoing restrictive covenants.

**9. Section 280G.** Notwithstanding any other provision of this Agreement or any other plan, arrangement or agreement to the contrary, if any of the payments or benefits provided or to be provided by Employer or its affiliates to Employee or for Employee's benefit pursuant to the terms of this Agreement or otherwise (the "Covered Payments") constitute parachute payments (the "Parachute Payments") within the meaning of Section 280G of the Code and, but for this Section 9, would be subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the "Excise Tax"), then prior to making the Covered Payments, a calculation shall be made comparing (i) the Net Benefit (as defined below) to Employee of the Covered Payments after payment of the Excise Tax to (ii) the Net Benefit to Employee if the Covered Payments are limited to the extent necessary to avoid being subject to the Excise Tax. Only if the amount calculated under (i) above is less than the amount under (ii) above will the Covered Payments be reduced to the minimum extent necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax (that amount, the "Reduced Amount"). "Net Benefit" shall mean the present value of the Covered Payments net of all federal, state, local, foreign income, employment and excise taxes.

(a) Any such reduction shall be made in accordance with Section 409A and the following:

(i) the Covered Payments consisting of cash severance benefits that do not constitute nonqualified deferred compensation subject to Section 409A shall be reduced first, in reverse chronological order; and

(ii) all other Covered Payments consisting of cash payments, and Covered Payments consisting of accelerated vesting of equity based awards to which Treas. Reg. § 1.280G-1 Q/A-24(c) does not apply, and that in either case do not constitute nonqualified deferred compensation subject to Section 409A, shall be reduced second, in reverse chronological order;

(iii) all Covered Payments consisting of cash payments that constitute nonqualified deferred compensation subject to Section 409A shall be reduced third, in reverse chronological order; and

(iv) all Covered Payments consisting of accelerated vesting of equity-based awards to which Treas. Reg. § 1.280G-1 Q/A-24(c) applies shall be the last Covered Payments to be reduced.

(b) Any determination required under this Section 9 shall be made in writing in good faith by an independent accounting firm selected by Employer (the “Accountants”). Employer and Employee shall provide the Accountants with such information and documents as the Accountants may reasonably request in order to make a determination under this Section 9. For purposes of making the calculations and determinations required by this Section 9, the Accountants may rely on reasonable, good-faith assumptions and approximations concerning the application of Section 280G and Section 4999 of the Code. The Accountants’ determinations shall be final and binding on Employer and Employee. Employer shall be responsible for all fees and expenses incurred by the Accountants in connection with the calculations required by this Section 9.

(c) It is possible that after the determinations and selections made pursuant to this Section 9, Employee will receive Covered Payments that are in the aggregate more than the amount intended or required to be provided after application of this Section 9 (“Overpayment”) or less than the amount intended or required to be provided after application of this Section 9 (“Underpayment”).

(i) In the event that: (A) the Accountants determine, based upon the assertion of a deficiency by the Internal Revenue Service against either Employer or Employee that the Accountants believe has a high probability of success, that an Overpayment has been made or (B) it is established pursuant to a final determination of a court or an Internal Revenue Service proceeding that has been finally and conclusively resolved that an Overpayment has been made, then Employee shall pay any such Overpayment to Employer together with interest at the applicable federal rate (as defined in Section 7872(f)(2)(A) of the Code) from the date of Employee’s receipt of the Overpayment until the date of repayment.

(ii) In the event that: (A) the Accountants, based upon controlling precedent or substantial authority, determine that an Underpayment has occurred or (B) a court of competent jurisdiction determines that an Underpayment has occurred, any such Underpayment will be paid promptly by Employer to or for the benefit of Employee together with interest at the applicable federal rate (as defined in Section 7872(f)(2)(A) of the Code) from the date the amount should have otherwise been paid to Employee until the payment date.

**10. Rabbi Trust Funding.** Employer shall, in no event later than five (5) business days immediately prior to the earlier of (a) a Change in Control or (b) termination of Employee’s employment pursuant to Section s 4.2, 4.4 or 4.7 hereof (each of the foregoing (a) and (b), a “Funding Event”), establish one or more rabbi trusts to fulfill the potential severance obligations of Employer that would arise in the event of termination of Employee’s employment pursuant to Section s 4.2, 4.3, 4.4, 4.5 or 4.7 hereof. Prior to a Funding Event, Employer shall deposit in each such rabbi trust cash in an amount necessary to maintain such rabbi trust with such financial



institution(s). Upon the first Funding Event to occur after the Effective Date, Employer shall deposit in such rabbi trusts an aggregate amount of cash reasonably determined by Employer to be an amount sufficient to provide for full payment of all potential severance obligations of Employer that have arisen or would arise as a result of a termination of Employee's employment pursuant to Section s 4.2, 4.3, 4.4, 4.5 or 4.7 hereof, as well as for any other compensation that Employer is contractually obligated as of the date of termination to pay to Employee at a future date.

Each such rabbi trust shall be a U.S.-based grantor trust established consistent with the terms of Revenue Procedure 92-64, 1992-2 C.B. 422 (Aug. 17, 1992) with a financial institution reasonably acceptable to Employee serving as the third-party trustee thereof, under the terms of which the assets of the trust may be used, in the absence of Employer's insolvency, solely for purposes of fulfilling Employer's obligation to make payments to Employee hereunder in the event of termination of Employee's employment pursuant to Section s 4.2, 4.3, 4.4, 4.5 or 4.7 hereof (in the case termination of Employee's employment pursuant to Section s 4.3 and 4.5, only in the event such termination occurs after a Funding Event). Employer shall be responsible for all reasonable costs of establishing and maintaining each such rabbi trust and the terms of each such rabbi trust shall be reasonably acceptable to Employee.

**11. Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or any alleged breach hereof shall be finally determined by a single arbitrator, jointly selected by Employee and Employer, provided that if Employee and Employer are unable to agree upon a single arbitrator after reasonable efforts, the arbitrator shall be an impartial arbitrator selected by the American Arbitration Association. Each party hereto shall share equally the costs of the arbitrator, and the parties agree that the costs of arbitration shall not be subject to reapportionment by the arbitrator; provided, however, that if following a termination of Employee's employment that follows a Change in Control or if following a termination of Employee's employment for Good Reason that follows any person other than Roger J. Medel commencing service as the senior most executive officer of MEDNAX, Employee seeks arbitration to enforce the terms of this Agreement, Employer shall bear all costs associated with such arbitration, including but not limited to all costs of the arbitrator, and shall reimburse Employee on a monthly basis for his reasonable legal and other expenses, including all fees, incurred in connection with any such arbitration. The arbitration proceedings shall be held in Sunrise, Florida, unless otherwise mutually agreed by the parties, and shall be conducted in accordance with the American Arbitration Association National Rules for the Resolution of Employment Disputes then in effect. Judgment on the award rendered by the arbitration panel may be entered and enforced by any court having jurisdiction thereof. Any such arbitration shall be treated as confidential by all parties thereto, except as otherwise provided by law or as otherwise necessary to enforce any judgment or order issued by the arbitrators.

Notwithstanding anything herein to the contrary, if Employer or Employee shall require immediate injunctive relief, then the party shall be entitled to seek such relief in any court having jurisdiction, and if the party elects to do so, the other party hereby consents to the jurisdiction of the state and federal courts sitting in the State of Florida and to the applicable service of process. Employee and Employer hereby waive and agree not to assert, to the fullest extent permitted by applicable law, any claim that (i) they are not subject to the jurisdiction of such courts, (ii) they are immune from any legal process issued by such courts and (iii) any litigation or other proceeding commenced in such courts is brought in an inconvenient forum. In the event that either party hereto

brings suit seeking injunctive relief, the party found to be at fault shall pay all reasonable court costs and attorneys' fees of the other, whether such costs and fees are incurred in a court of original jurisdiction or one or more courts of appellate jurisdiction. Notwithstanding the foregoing, in the event that Employer brings suit against Employee seeking injunctive relief, Employer agrees to advance all of Employee's reasonable legal and other expenses, including all fees, incurred by Employee in connection with such action, provided, however, that if Employer ultimately prevails in seeking injunctive relief, Employee shall reimburse Employer all such advanced legal fees and other expenses.

**12. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of laws principles to the extent that such principles would require the application of laws other than the laws of the State of Florida.

**13. Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered by hand or when deposited in the United States mail by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Employer:	If to Employee:
Mednax Services, Inc. 1301 Concord Terrace Sunrise, FL 33323 Attention: General Counsel	Dominic J. Andreano c/o MEDNAX Services, Inc. 1301 Concord Terrace Sunrise, FL 33323

or to such other addresses as either party hereto may from time to time give notice of to the other in the aforesaid manner.

**14. Benefits: Binding Effect.** This Agreement shall be for the benefit of and binding upon the parties hereto and their respective heirs, personal representatives, legal representatives, successors and, where applicable, assigns. Notwithstanding the foregoing, Employee may not assign the rights or benefits hereunder without the prior written consent of Employer.

**15. Severability.** The invalidity of any one or more of the words, phrases, sentences, clauses or sections contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part thereof, all of which are inserted conditionally on their being valid in law, and, in the event that any one or more of the words, phrases, sentences, clauses or sections contained in this Agreement shall be declared invalid, this Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, or section or sections had not been inserted. If such invalidity is caused by length of time or size of area, or both, the otherwise invalid provision will be considered to be reduced to a period or area, which would cure such invalidity.

**16 . Waivers.** The waiver by either party hereto of a breach or violation of any term or provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or violation.

**17 . Damages.** Nothing contained herein shall be construed to prevent Employer or Employee from seeking and recovering from the other damages sustained by either or both of them as a result of a breach of any term or provision of this Agreement.

**18 . No Third Party Beneficiary.** Except as provided in Section 8.9, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person (other than the parties hereto and, in the case of Employee, Employee's heirs, personal representative(s) and/or legal representative) any rights or remedies under or by reason of this Agreement. No agreements or representations, oral or otherwise, express or implied, have been made by either party with respect to the subject matter of this Agreement which agreements or representations are not set forth expressly in this Agreement, and this Agreement supersedes any other employment agreement between Employer and Employee.

**19 . Assignment.** This Agreement may be assigned by Employer upon notice to Employee.

*The remainder of this page has been left blank intentionally.*

IN WITNESS WHEREOF , the undersigned have executed this Agreement this 13<sup>th</sup> day of February, 2020, effective as of the Effective Date.

**EMPLOYER:**

**EMPLOYEE:**

**MEDNAX SERVICES , INC .**

By: /s/ Roger J. Medel, M.D.  
Roger J. Medel, M.D.  
Chief Executive Officer

By: /s/ Dominic J. Andreano  
Dominic J. Andreano

**MEDNAX, INC.**

By: /s/ Enrique J. Sosa

Enrique J. Sosa

Chairman, Compensation Committee

[Signature Page to Amended and Restated Employment Agreement]

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## EXHIBIT A

### BUSINESS OF EMPLOYER

As of the date hereof, Employer, directly or through its affiliates, provides professional medical services and all aspects of practice management services in medical practice areas that include, but are not limited to, the following (collectively referred to herein as "Employer's Business"):

- (1) Neonatology, including hospital well baby care;
- (2) Maternal-Fetal Medicine, including general obstetrics services;
- (3) Pediatric Cardiology;
- (4) Pediatric Intensive Care, including Pediatric Hospitalist Care;
- (5) Newborn hearing screening services;
- (6) Pediatric Surgery;
- (7) Pediatric Emergency Medicine;
- (8) Anesthesiology, critical care medicine and pain management; and
- (9) Radiology and Teleradiology.

References to Employer's Business in this Agreement shall include such other medical service lines, practice management services and other businesses in which Employer is engaged during the Employment Period; *provided*, that to be considered a part of Employer's Business, Employer must have engaged in such other service line, practice management service or other business at least six (6) months prior to the termination date of this Agreement. For purposes of this Exhibit A, businesses of Employer shall include the businesses conducted by Employer's subsidiaries, entities under common control and affiliates as defined under Rule 144 of the Securities Act of 1933, as amended. Such affiliates shall include the professional corporations and associations whose operating results are consolidated with Employer for financial reporting purposes.

Notwithstanding the foregoing, Employer acknowledges and agrees to the following exceptions and clarifications regarding the scope of Employer's Business.

A. *Hospital Services.* Employer and Employee acknowledge that, as of the date hereof, Employer does not currently operate hospitals, hospital systems or universities. Nevertheless, the businesses of hospitals, hospital systems and universities would be the same as Employer's Business where such hospitals, hospital systems or universities provide or contract with others to provide some or all of the medical services included in Employer's Business. Therefore, the parties desire to clarify their intent with respect to the limitations on Employee's ability to work for or contract with others to provide services for a hospital, hospital system or university during the Employment Period and during the Restricted Period. Section 8.1 shall not be deemed to restrict Employee's ability to work for a hospital, hospital system or university if the hospital, hospital system or university does not provide any of the medical services included in Employer's Business. Furthermore, even if a hospital, hospital system or university provides medical services that are included in Employer's Business, Employee may work for such hospital, hospital system or university if Employee has no direct supervisory responsibility for or

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involvement in the hospital's, hospital system's or university's provision of medical services that are Employer's Business. For the avoidance of doubt, Employer and Employee agree that if Employee becomes the Chief Legal Officer, General Counsel, or Chief Executive Officer of a hospital system or health system, or other executive officer of similar level to the foregoing, that Employee shall not be in breach of the provisions of this Agreement. Finally, Employer agrees that Employee may hold direct supervisory responsibility for or be involved in the medical services of a hospital, hospital system or university that are included in Employer's Business so long as such hospital, hospital system or university is located at least ten (10) miles from a medical practice owned or operated by Employer or its affiliate. Subject to paragraph B below, the provisions of this paragraph shall not apply to the extent that, after the date hereof, Employer enters into the business of operating a hospital or hospital system.

B. *De Minimis Exception.* Employer agrees that a medical service line (other than those listed in items 1 through 9 above), practice management service or other business in which Employer is engaged shall not be considered to be a part of Employer's Business if such medical service line, practice management service or other business constitutes less than three percent (3%) of Employer's annual revenues.

C. *Divested Lines of Service.* Employer agrees that any medical service line (including those listed in items (1) through (9) above), practice management, or other business in which Employer is engaged that is divested pursuant to a disposition, sale of assets or equity, or otherwise after the Effective Date shall not be considered to be a part of Employer's Business effective as of the effective date of such divestiture.

D. *Certain Ownership Interests.* It shall not be deemed to be a violation of Section 8.1 for Employee to: (i) own, directly or indirectly, one percent (1%) or less of a publicly-traded entity that has a market capitalization of \$1 billion or more; (ii) own, directly or indirectly, five percent (5%) or less of a publicly-traded entity that has a market capitalization of less than \$1 billion; or (iii) own, directly or indirectly, less than ten percent (10%) of a privately-held business or company, if Employee is at all times a passive investor with no board representation, management authority or other special rights to control operations of such business or company.

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**EXHIBIT B**  
**COMPENSATION**

**Performance Bonus:** Target of One Hundred Percent (100%) of Employee's Base Salary with a Maximum Bonus potential of Two Hundred Percent (200%) of Employee's Base Salary

**Equity Compensation:** Employee's annual equity compensation grant target amount shall be at least \$1,350,000, subject to the approval of the Compensation Committee of the Board of Directors.

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**EXHIBIT C  
FORM OF RELEASE**

**GENERAL RELEASE OF CLAIMS**

1. Dominic J. Andreano (“Employee”), for himself and his family, heirs, executors, administrators, legal representatives and their respective successors and assigns, in exchange for the consideration received pursuant to Section 5.[ ] of that certain Amended and Restated Employment Agreement, dated as of February 13, 2020, by and between Employee and Employer, to which this release is attached as Exhibit C (the “Employment Agreement”), does hereby release and forever discharge \_\_\_\_\_ (“Employer”), its subsidiaries, affiliated companies, successors and assigns, and its current or former directors, officers, employees, shareholders or agents in such capacities (collectively with Employer, the “Released Parties”) from any and all actions, causes of action, suits, controversies, claims and demands whatsoever, for or by reason of any matter, cause or thing whatsoever, whether known or unknown including, but not limited to, all claims under any applicable laws arising under or in connection with Employee’s employment or termination thereof, whether for discrimination, harassment, retaliation, tort, breach of express or implied employment contract, wrongful discharge, intentional infliction of emotional distress, or defamation or injuries incurred on the job or incurred as a result of loss of employment. Employee acknowledges that Employer encouraged him to consult with an attorney of his choosing, and through this General Release of Claims encourages Employee to consult with his attorney with respect to possible claims under the Age Discrimination in Employment Act (“ADEA”) and that he understands that the ADEA is a Federal statute that, among other things, prohibits discrimination on the basis of age in employment and employee benefits and benefit plans. Without limiting the generality of the release provided above, Employee expressly waives any and all claims under ADEA that he may have as of the date hereof. Employee further understands that by signing this General Release of Claims he is in fact waiving, releasing and forever giving up any claim under the ADEA as well as all other laws within the scope of this paragraph 1 that may have existed on or prior to the date hereof. Notwithstanding anything in this paragraph 1 to the contrary, this General Release of Claims shall not apply to (i) any actions to enforce rights to receive any payments or benefits which may be due Employee pursuant to Section 5.[ ] of the Employment Agreement, or under any of Employer’s employee benefit plans, (ii) any rights or claims that may arise as a result of events occurring after the date this General Release of Claims is executed, (iii) any indemnification rights Employee may have as a former officer or director of Employer or its subsidiaries or affiliated companies, (iv) any claims for benefits under any directors’ and officers’ liability policy maintained by Employer or its subsidiaries or affiliated companies in accordance with the terms of such policy, and (v) any rights as a holder of equity securities of Employer.

2. Employee represents that he has not filed against the Released Parties any complaints, charges, or lawsuits arising out of his employment, or any other matter arising on or prior to the date of this General Release of Claims, and covenants and agrees that he will never individually or with any person file, or commence the filing of, any charges, lawsuits, complaints or proceedings with any governmental agency, or against the Released Parties with respect to any of the matters released by Employee pursuant to paragraph 1 hereof (a “Proceeding”).

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3. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement or any other agreement between Employer and Employee shall prevent Employee from filing a charge, sharing information and communicating in good faith, without prior notice to Employer, with any federal government agency having jurisdiction over Employer or its operations, and cooperating in any investigation by any such federal government agency; However, to the maximum extent permitted by law, Employee agrees that if such an administrative claim is made, Employee shall not be entitled to recover any individual monetary relief or other individual remedies.

4. Employee hereby acknowledges that Employer has informed him that he has up to twenty-one (21) days to sign this General Release of Claims and he may knowingly and voluntarily waive that twenty-one (21) day period by signing this General Release of Claims earlier. Employee also understands that he shall have seven (7) days following the date on which he signs this General Release of Claims within which to revoke it by providing a written notice of his revocation to Employer.

5. Employee acknowledges that this General Release of Claims will be governed by and construed and enforced in accordance with the internal laws of the State of Florida applicable to contracts made and to be performed entirely within such State.

6. Employee acknowledges that he has read this General Release of Claims, that he has been advised that he should consult with an attorney before he executes this general release of claims, and that he understands all of its terms and executes it voluntarily and with full knowledge of its significance and the consequences thereof.

7. This General Release of Claims shall take effect on the eighth day following Employee's execution of this General Release of Claims unless Employee's written revocation is delivered to Employer within seven (7) days after such execution.

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\_\_\_\_\_, 20\_\_

**FIRST AM ENDMENT TO AMENDED AND RESTATED  
EMPLOYMENT AGREEMENT**

**THIS FIRST AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT** (this “ **Amendment** ”) is made and entered into by and between **MEDNAX SERVICES, INC.** , a Florida corporation (“ **Employer** ”), and **DOMINIC J. ANDREANO** (“ **Employee** ”), effective as of April 1, 2020 (the “ **Effective Date** ”).

**RECITALS**

**WHEREAS** , Employer and Employee are the parties to that certain Amended and Restated Employment Agreement, effective as of February 13, 2020 (the “ **Employment Agreement** ”); and

**WHEREAS** , the parties have agreed to amend the Employment Agreement as provided herein, to effectively reduce Employee’s annual salary of \$500,000.00 to an annual salary of \$250,000.00 from the period commencing on the Effective Date through the three-month anniversary of such date or such later date as mutually agreed to by the parties;

**WHEREAS**, such reduction in annual salary is not intended to affect any other amounts that could become payable and are based on the Employee’s annual salary such as severance or bonus amounts; and

**WHEREAS** , Employer and Employee agree that the reduction in annual salary herein shall not constitute “Good Reason,” as defined in the Employment Agreement, and shall not trigger any severance obligations on the part of Employer.

**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 Amendment have the meanings provided in the Employment Agreement.
2. Section 2.1 of the Employment Agreement is hereby deleted in its entirety and replaced with the following:

2.1. *Base Salary* .

(a) *Base Salary* . Employee shall be paid an annual base salary as determined by the Compensation Committee (“ Compensation Committee ”) of the MEDNAX Board of Directors (the “ Board ”) from time to time (the “ Base Salary ”), payable in installments consistent with Employer’s customary payroll schedule and subject to applicable withholding for taxes and other Employee directed withholdings; *provided, however* , that for the period from April 1, 2020 through June 30, 2020, or such later period as agreed to by the parties in writing (the “ Reduction Period ”), Base Salary shall equal \$250,000.00 (the “ Reduced Base Salary ”) . Notwithstanding the foregoing, and for the avoidance of doubt, for purposes of any other provision in this Agreement, including Sections 3 and 5, any reference to “Base Salary” shall mean the Base Salary in effect on March 31, 2020 (subject to change by the Compensation Committee per this Section 2.1(a))

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and not the Reduced Base Salary. The Compensation Committee shall review the amount of Employee's Base Salary on an annual basis no later than ninety (90) days after the beginning of Employer's fiscal year. Any change to Employee's Base Salary that is approved by the Compensation Committee shall become Employee's new Base Salary for purposes of this Agreement.

2. Employee acknowledges and agrees that the changes set forth in this Amendment are by mutual agreement of Employee and Employer and nothing contained herein and no changes contemplated hereby constitute "Good Reason," as defined in the Employment Agreement.

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 Amendment 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 Amendment 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 Amendment 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 Amendment as of the Effective Date set forth below each party's signature below and to be effective as of the Effective Date.

**EMPLOYER :**

**EMPLOYEE :**

**MEDNAX SERVICES, INC.**

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

Name: Roger J. Medel, M.D.

Title: Chief Executive Officer

Date: April 7, 2020

By: /s/ Dominic J. Andreano

Dominic J. Andreano

Date: April 7, 2020

[Signature Page to First Amendment to Amended and Restated Employment Agreement]

FIRST AMENDMENT TO  
EMPLOYMENT AGREEMENT

**THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT** (this “ **Amendment** ”) is made and entered into by and between **MEDNAX SERVICES, INC.** , a Florida corporation (“ **Employer** ”), and **JOHN C. PEPIA** (“ **Employee** ”), effective as of April 1, 2020 (the “ **Effective Date**” ).

RECITALS

**WHEREAS** , Employer and Employee are the parties to that certain Employment Agreement, effective as of August 1, 2019 (the “ **Employment Agreement** ”); and

**WHEREAS** , the parties have agreed to amend the Employment Agreement as provided herein, to effectively reduce Employee’s annual salary of \$425,000.00 to an annual salary of \$212,500.00 from the period commencing on the Effective Date through the three-month anniversary of such date or such later date as mutually agreed to by the parties;

**WHEREAS**, such reduction in annual salary is not intended to affect any other amounts that could become payable and are based on the Employee’s annual salary such as severance or bonus amounts; and

**WHEREAS** , Employer and Employee agree that the reduction in annual salary herein shall not constitute “Good Reason,” as defined in the Employment Agreement, and shall not trigger any severance obligations on the part of Employer.

**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 Amendment have the meanings provided in the Employment Agreement.
2. Section 2.1 of the Employment Agreement is hereby deleted in its entirety and replaced with the following:

(a) *Base Salary* . Employee shall be paid an annual base salary as determined by Employee’s Supervisor from time to time (the “ Base Salary ”), payable in installments consistent with Employer’s customary payroll schedule and subject to applicable withholding for taxes and other Employee directed withholdings; *provided, however* , that for the period from April 1, 2020 through June 30, 2020, or such later period as agreed to by the parties in writing (the “ Reduction Period ”), Base Salary shall equal \$212,500.00 (the “ Reduced Base Salary ”) . Notwithstanding the foregoing, and for the avoidance of doubt, for purposes of any other provision in this Agreement, including Sections 3 and 5, any reference to “Base Salary” shall mean the Base Salary in effect on March 31, 2020 (subject to change by Employee’s Supervisor per this Section 2.1(a)) and not the Reduced Base Salary. Any increase to Employee’s Base Salary that is approved by Employee’s Supervisor shall become Employee’s new Base Salary for purposes of this Agreement.

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3. Section 5.4 of the Employment Agreement is hereby amended to add the following defined term as the last sentence thereof:

As used herein, “ Accelerated Awards ” means the Equity Awards granted to Employee that are outstanding.

4. Employee acknowledges and agrees that the changes set forth in this Amendment are by mutual agreement of Employee and Employer and nothing contained herein and no changes contemplated hereby constitute “Good Reason,” as defined in the Employment Agreement.

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

6. This Amendment 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.

7. This Amendment 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 Amendment 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 Amendment as of the Effective Date set forth below each party's signature below and to be effective as of the Effective Date.

**EMPLOYER :**

**MEDNAX SERVICES, INC.**

By: /s/ Roger J. Medel, M.D.  
Name: Roger J. Medel, M.D.  
Title: Chief Executive Officer

Date: April 7, 2020

**EMPLOYEE :**

By: /s/ John C. Pepia  
John C. Pepia

Date: April 7, 2020

[Signature Page to First Amendment to Employment Agreement]

CERTIFICATIONS

I, Roger J. Medel, M.D., certify that:

1. I have reviewed this Amendment No. 1 to the Annual Report on Form 10-K/A, for the fiscal year ended December 31, 2019, of MEDNAX, Inc.; and
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: April 28, 2020

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

Roger J. Medel, M.D.

Chief Executive Officer

(Principal Executive Officer)



CERTIFICATIONS

I, Stephen D. Farber, certify that:

1. I have reviewed this Amendment No. 1 to the Annual Report on Form 10-K/A, for the fiscal year ended December 31, 2019, of MEDNAX, Inc.; and
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: April 28, 2020

By: /s/ Stephen D. Farber  
Stephen D. Farber  
Executive Vice President and Chief Financial Officer  
(Principal Financial Officer)