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

Form 10-Q

(Mark One)

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

For the quarterly period ended June 30, 2020
or

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

Commission file number: 001-37576

Surgery Partners, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**47-3620923**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

310 Seven Springs Way, Suite 500
Brentwood, Tennessee 37027
(Address of principal executive offices and zip code)

(615) 234-5900
(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.01 per share	SGRY	The Nasdaq Global Select Market

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 x No o

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 during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes x No o

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 o	Accelerated filer ☒
Non-accelerated filer o	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. o

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

As of July 30, 2020, there were 50,551,483 shares of the registrant's common stock outstanding.

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PART I - FINANCIAL INFORMATION

Item 1. Financial Statements

SURGERY PARTNERS, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited, dollars in millions, except per share amounts)

	June 30, 2020	December 31, 2019
ASSETS		
Current assets:		
Cash and cash equivalents	$ 326.3	$ 92.7
Accounts receivable	310.9	326.9
Inventories	49.0	46.3
Prepaid expenses	23.3	17.8
Other current assets	37.0	41.8
Total current assets	746.5	525.5
Property and equipment, net of accumulated depreciation of $152.0 and $110.7, respectively	504.3	523.3
Goodwill and other intangible assets, net	3,454.6	3,449.7
Investments in and advances to affiliates	91.1	93.2
Right-of-use operating lease assets	311.7	297.7
Long-term deferred tax assets	114.8	98.7
Other long-term assets	21.7	30.8
Total assets	$ 5,244.7	$ 5,018.9
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 104.7	$ 96.7
Accrued payroll and benefits	57.9	54.2
Medicare accelerated payments and deferred governmental grants	124.7	—
Other current liabilities	220.4	191.2
Current maturities of long-term debt	63.5	56.0
Total current liabilities	571.2	398.1
Long-term debt, less current maturities	2,622.5	2,524.7
Right-of-use operating lease liabilities	298.9	283.1
Other long-term liabilities	127.3	113.6
Non-controlling interests—redeemable	314.7	321.0
Redeemable preferred stock - Series A; shares authorized, issued and outstanding - 310,000; redemption value - $414.2 and $395.0, respectively	414.2	395.0
Stockholders' equity:		
Preferred stock, $0.01 par value; shares authorized - 20,000,000; shares issued or outstanding - none	—	—
Common stock, $0.01 par value; shares authorized - 300,000,000; shares issued and outstanding - 50,551,483 and 49,298,940, respectively	0.5	0.5
Other stockholders' equity	203.9	296.3
Total Surgery Partners, Inc. stockholders' equity	204.4	296.8
Non-controlling interests—non-redeemable	691.5	686.6
Total stockholders' equity	895.9	983.4
Total liabilities and stockholders' equity	$ 5,244.7	$ 5,018.9

See notes to unaudited condensed consolidated financial statements.

SURGERY PARTNERS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited, dollars in millions, except per share amounts, shares in thousands)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2020	2019	2020	2019
Revenues	$ 374.7	$ 445.4	$ 815.7	$ 862.2
Operating expenses:				
Salaries and benefits	116.1	132.7	256.5	261.9
Supplies	110.1	123.4	239.4	238.4
Professional and medical fees	45.3	36.4	92.1	71.5
Lease expense	21.5	21.0	42.8	41.6
Other operating expenses	26.3	26.9	54.7	53.1
Cost of revenues	319.3	340.4	685.5	666.5
General and administrative expenses	25.3	23.3	48.1	45.0
Depreciation and amortization	23.4	19.1	45.2	37.9
Income from equity investments	(2.5)	(2.2)	(4.5)	(4.2)
Loss (gain) on disposals and deconsolidations, net	2.9	(8.2)	6.4	(7.6)
Transaction and integration costs	4.9	6.2	10.4	8.2
Grant funds	(43.1)	—	(43.1)	—
Litigation settlement	—	—	1.2	—
Loss on debt extinguishment	—	11.7	—	11.7
Other income	(0.2)	(0.4)	(1.7)	(0.4)
Total operating expenses	330.0	389.9	747.5	757.1
Operating income	44.7	55.5	68.2	105.1
Tax receivable agreement expense	—	—	—	(2.4)
Interest expense, net	(49.2)	(46.4)	(96.3)	(88.4)
(Loss) income before income taxes	(4.5)	9.1	(28.1)	14.3
Income tax (benefit) expense	(0.6)	1.0	(15.8)	2.7
Net (loss) income	(3.9)	8.1	(12.3)	11.6
Less: Net income attributable to non-controlling interests	(28.6)	(27.9)	(47.7)	(51.5)
Net loss attributable to Surgery Partners, Inc.	(32.5)	(19.8)	(60.0)	(39.9)
Less: Amounts attributable to participating securities	(9.7)	(8.8)	(19.2)	(17.3)
Net loss attributable to common stockholders	$ (42.2)	$ (28.6)	$ (79.2)	$ (57.2)
Net loss per share attributable to common stockholders				
Basic	$ (0.86)	$ (0.59)	$ (1.63)	$ (1.19)
Diluted [(1)]	$ (0.86)	$ (0.59)	$ (1.63)	$ (1.19)
Weighted average common shares outstanding				
Basic	48,840	48,291	48,661	48,241
Diluted [(1)]	48,840	48,291	48,661	48,241

[(1)] The impact of potentially dilutive securities for all periods presented was not considered because the effect would be anti-dilutive in those periods.

See notes to unaudited condensed consolidated financial statements.

SURGERY PARTNERS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(Unaudited, dollars in millions)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2020	2019	2020	2019
Net (loss) income	$ (3.9)	$ 8.1	$ (12.3)	$ 11.6
Other comprehensive income (loss), net of tax:				
Derivative activity	7.3	(16.8)	(17.9)	(28.3)
Comprehensive income (loss)	3.4	(8.7)	(30.2)	(16.7)
Less: Comprehensive income attributable to non-controlling interests	(28.6)	(27.9)	(47.7)	(51.5)
Comprehensive loss attributable to Surgery Partners, Inc.	$ (25.2)	$ (36.6)	$ (77.9)	$ (68.2)

See notes to unaudited condensed consolidated financial statements.

SURGERY PARTNERS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(Unaudited, dollars in millions, shares in thousands)

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Retained Deficit	Non-Controlling Interests—Non-Redeemable	Total
	Shares	Amount					
Balance at December 31, 2018	48,869	$ 0.5	$ 673.5	$ (22.4)	$ (247.0)	$ 694.3	$ 1,098.9
Net (loss) income	—	—	—	—	(20.1)	16.0	(4.1)
Equity-based compensation	517	—	0.9	—	—	—	0.9
Preferred dividends	—	—	(8.5)	—	—	—	(8.5)
Other comprehensive loss	—	—	—	(11.5)	—	—	(11.5)
Net effect of adoption of new accounting standard	—	—	—	—	18.0	—	18.0
Acquisition and disposal of shares of non-controlling interests, net [1]	—	—	8.0	—	—	6.1	14.1
Distributions to non-controlling interests—non-redeemable holders	—	—	—	—	—	(23.5)	(23.5)
Balance at March 31, 2019	49,386	0.5	673.9	(33.9)	(249.1)	692.9	1,084.3
Net (loss) income	—	—	—	—	(19.8)	18.7	(1.1)
Equity-based compensation	117	—	3.1	—	—	—	3.1
Preferred dividends	—	—	(8.8)	—	—	—	(8.8)
Other comprehensive loss	—	—	—	(16.8)	—	—	(16.8)
Acquisition and disposal of shares of non-controlling interests, net [1]	—	—	9.6	—	—	(7.6)	2.0
Distributions to non-controlling interests—non-redeemable holders	—	—	—	—	—	(17.7)	(17.7)
Balance at June 30, 2019	49,503	$ 0.5	$ 677.8	$ (50.7)	$ (268.9)	$ 686.3	$ 1,045.0
Balance at December 31, 2019	49,299	$ 0.5	$ 662.7	$ (50.7)	$ (315.7)	$ 686.6	$ 983.4
Net (loss) income	—	—	—	—	(27.5)	13.6	(13.9)
Equity-based compensation	1,219	—	2.8	—	—	—	2.8
Preferred dividends	—	—	(9.5)	—	—	—	(9.5)
Other comprehensive loss	—	—	—	(25.2)	—	—	(25.2)
Acquisition and disposal of shares of non-controlling interests, net [1]	—	—	(0.7)	—	—	1.4	0.7
Distributions to non-controlling interests—non-redeemable holders	—	—	—	—	—	(14.9)	(14.9)
Balance at March 31, 2020	50,518	0.5	655.3	(75.9)	(343.2)	686.7	923.4
Net (loss) income	—	—	—	—	(32.5)	22.8	(9.7)
Equity-based compensation	33	—	3.8	—	—	—	3.8
Preferred dividends	—	—	(9.7)	—	—	—	(9.7)
Other comprehensive income	—	—	—	7.3	—	—	7.3
Acquisition and disposal of shares of non-controlling interests, net [1]	—	—	(1.2)	—	—	2.9	1.7
Distributions to non-controlling interests—non-redeemable holders	—	—	—	—	—	(20.9)	(20.9)
Balance at June 30, 2020	50,551	$ 0.5	$ 648.2	$ (68.6)	$ (375.7)	$ 691.5	$ 895.9

[1] Includes post acquisition date adjustments.

See notes to unaudited condensed consolidated financial statements.

SURGERY PARTNERS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited, dollars in millions)

	Six Months Ended June 30,	
	2020	**2019**
Cash flows from operating activities:		
Net (loss) income	$ (12.3)	$ 11.6
Adjustments to reconcile net (loss) income to net cash provided by operating activities:		
Depreciation and amortization	45.2	37.9
Non-cash interest expense (income), net	2.2	0.1
Equity-based compensation expense	6.9	4.9
Loss (gain) on disposals and deconsolidations, net	6.4	(7.6)
Loss on debt extinguishment	—	11.7
Deferred income taxes	(16.4)	2.0
(Loss) income from equity investments, net of distributions received	(0.2)	0.1
Non-cash lease expense	20.1	19.6
Changes in operating assets and liabilities, net of acquisitions and divestitures:		
Accounts receivable	16.3	6.9
Medicare accelerated payments and deferred governmental grants	124.7	—
Other operating assets and liabilities	18.2	(40.0)
Net cash provided by operating activities	211.1	47.2
Cash flows from investing activities:		
Purchases of property and equipment	(19.9)	(31.8)
Payments for acquisitions, net of cash acquired	(12.4)	(13.2)
Proceeds from disposals of facilities and other assets	9.4	17.6
Purchases of equity investments	—	(15.2)
Other investing activities	0.4	(0.3)
Net cash used in investing activities	(22.5)	(42.9)
Cash flows from financing activities:		
Principal payments on long-term debt	(182.8)	(422.8)
Borrowings of long-term debt	288.2	438.9
Payments of debt issuance costs	(6.5)	(8.8)
Payment of premium on debt extinguishment	—	(17.8)
Distributions to non-controlling interest holders	(51.7)	(60.9)
(Payments) receipts related to ownership transactions with non-controlling interest holders	(1.9)	1.2
Other financing activities	(0.3)	(1.0)
Net cash provided by (used in) financing activities	45.0	(71.2)
Net increase (decrease) in cash, cash equivalents and restricted cash	233.6	(66.9)
Cash, cash equivalents and restricted cash at beginning of period	93.0	184.6
Cash, cash equivalents and restricted cash at end of period	$ 326.6	$ 117.7

See notes to unaudited condensed consolidated financial statements.

1. Organization and Summary of Accounting Policies

Organization

Surgery Partners, Inc., a Delaware corporation, acting through its subsidiaries, owns and operates a national network of surgical facilities and ancillary services. The surgical facilities, which include ambulatory surgery centers ("ASCs") and surgical hospitals, primarily provide non-emergency surgical procedures across many specialties, including, among others, gastroenterology, general surgery, ophthalmology, orthopedics and pain management. The Company's surgical hospitals also provide services such as diagnostic imaging, laboratory, obstetrics, oncology, pharmacy, physical therapy and wound care. Ancillary services are comprised of a diagnostic laboratory, multi-specialty physician practices, urgent care facilities, anesthesia services and optical services. Unless the context otherwise indicates, Surgery Partners, Inc. and its subsidiaries are referred to herein as "Surgery Partners," "we," "us," "our" or the "Company."

As of June 30, 2020, the Company owned or operated a portfolio of 127 surgical facilities, comprised of 111 ASCs and 16 surgical hospitals in 30 states. The Company owns these facilities in partnership with physicians and, in some cases, health care systems in the markets and communities it serves. The Company owned a majority interest in 85 of the surgical facilities and consolidated 107 of these facilities for financial reporting purposes.

Basis of Presentation

The accompanying condensed consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP") for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and notes required by GAAP for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring adjustments) considered necessary for fair presentation of the Company's financial position and results of operations have been included. The Company’s fiscal year ends on December 31 and interim results are not necessarily indicative of results for a full year or any other interim period. The information contained in these condensed consolidated financial statements should be read in conjunction with the Company’s consolidated financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the year ended December 31, 2019 (the "2019 Annual Report on Form 10-K").

The condensed consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries, as well as interests in partnerships and limited liability companies controlled by the Company through its ownership of a majority voting interest or other rights granted to the Company by contract to manage and control the affiliate's business. All significant intercompany balances and transactions are eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the condensed consolidated financial statements and footnotes. Examples include, but are not limited to, estimates of accounts receivable allowances, professional and general liabilities and the estimate of deferred tax assets or liabilities. Actual results could differ from those estimates.

COVID-19 Pandemic

The COVID-19 global pandemic has significantly affected the Company's facilities, employees, patients, communities, business operations and financial performance, as well as the United States economy and financial markets. Beginning mid-March, the COVID-19 pandemic began to negatively affect the Company's net revenue and business operations. Due in part to local, state and federal guidelines as well as recommendations from major medical societies, social distancing and self-quarantines in response to the COVID-19 pandemic, surgical case volumes across most of the Company's surgical facilities were significantly impacted in the second quarter. The impact of COVID-19 on the Company's surgical facilities varies based on the market in which the facility operates, the type of surgical facility and the procedures that are typically performed. Although the Company cannot provide any certainty regarding the length and severity of the impact of the COVID-19 pandemic, surgical case volumes gradually improved throughout the second quarter as states began to re-open and allow for non-emergent procedures. The Company's operating structure naturally enables some flexibility in the cost structure according to the volume of surgical procedures performed, including much of its cost of revenues. In addition to the natural variability of these costs, the Company and its partners in the surgical facilities have undertaken additional steps to preserve financial flexibility. Beginning in mid-March, and into the second quarter, the Company took actions that included significantly reducing cash operating expenses and deferring non-essential expenditures at the height of the crisis.

CARES Act

The Company is continuing to closely monitor legislative actions at the federal, state and local levels including the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") and other governmental assistance that might be available in response to the COVID-19 pandemic. As part of the CARES Act, the United States government initially announced that it would offer $100 billion of relief to eligible health care providers. On April 7, 2020, Centers for Medicare and Medicaid Services ("CMS") officials indicated they would distribute $30 billion of direct grants to hospitals, ASCs and other health care providers based on how much they bill Medicare. Payments received from these grants are not required to be repaid provided the recipients attest to and comply with certain terms and conditions, including limitations on balance billing and not using funds received from the grants to reimburse expenses or losses that other sources are obligated to reimburse.The Company received approximately $48 million of the grant funds distributed under the CARES Act and other governmental assistance programs during the six months ended June 30, 2020. Based on an analysis of the compliance and reporting requirements and the impact of the COVID-19 pandemic on our operating results through the end of the second quarter, approximately $43.1 million was recognized as a reduction in operating expenses under the caption Grant funds in the condensed consolidated statements of operations for the three and six months ended June 30, 2020. The recognition of amounts received is conditioned upon certification that payment will be used to prevent, prepare for and respond to the COVID-19 pandemic and shall reimburse the recipient only for healthcare related expenses or lost revenues that are attributable to the COVID-19 pandemic. Amounts are recognized as a reduction to operating costs and expenses only to the extent the Company is reasonably assured that underlying conditions are met. Amounts received, but not recognized as a reduction to operating expenses as of June 30, 2020, are reflected as a component of Medicare accelerated payments and deferred governmental grants in the condensed consolidated balance sheets as of June 30, 2020, and such unrecognized amounts may be recognized as a reduction in operating expenses in future periods if the underlying conditions for recognition are met. Additionally, approximately $4 million in rural grant funds were received in July 2020 which did not qualify for recognition during the three months ended June 30, 2020.

As a way to increase cash flow to Medicare providers impacted by the COVID-19 pandemic, the CARES Act expanded the Medicare Accelerated and Advance Payment Program, which allows for most providers and suppliers, including the Company’s surgical hospitals and ASCs. ASCs can request up to 100% of the Medicare Fee-for-Service payment amount for a three-month period. Hospitals can request up to 100% of the payment amount for a six-month period, with certain critical access hospitals able to request up to 125% of the payment for a six-month period. Repayment of advance payments will commence 120 days after the date the payment is issued and will be effectuated via an automatic 100% offset against future claims payments. Hospitals will have one year from the date the payment is received to repay the advance payments; all other providers will have 210 days to repay the advance payment. The program currently requires that any outstanding balance remaining after 12 months must be repaid by the provider or be subjected to a 10.25% annual interest rate. The Company received approximately $120 million of accelerated payments during the six months ended June 30, 2020. These accelerated payments received were deferred and included as a component of Medicare accelerated payments and deferred governmental grants in the condensed consolidated balance sheets as of June 30, 2020. The Company does not expect to receive additional Medicare accelerated payments.

The CARES Act also provides for the deferral of the Company's portion of social security payroll taxes for the remainder of 2020. Under the CARES Act, half of the deferred amount will have to be paid in each of December 2021 and December 2022. The Company began deferring the social security payroll tax match in April 2020. As of June 30, 2020, the Company has deferred approximately $4.3 million, included as a component of accrued payroll and benefits in the condensed consolidated balance sheets as of June 30, 2020.

Variable Interest Entities

The condensed consolidated financial statements include the accounts of variable interest entities ("VIE") in which the Company is the primary beneficiary under the provisions of the Financial Accounting Standards Board's ("FASB") Accounting Standards Codification 810, "*Consolidation*". The Company has the power to direct the activities that most significantly impact a VIEs economic performance. Additionally, the Company would absorb the majority of the expected losses from any of these entities should such expected losses occur. As of June 30, 2020, the Company's consolidated VIEs include four surgical facilities, three anesthesia practices and three physician practices.

The total assets (excluding goodwill and intangible assets, net) of the consolidated VIEs included in the accompanying condensed consolidated balance sheets as of June 30, 2020 and December 31, 2019, were $35.9 million and $36.2 million, respectively, and the total liabilities of the consolidated VIEs were $26.2 million and $25.2 million, respectively.

Fair Value of Financial Instruments

The fair value of a financial instrument is the amount at which the instrument could be exchanged in an orderly transaction between market participants to sell the asset or transfer the liability. The Company uses fair value measurements based on inputs classified into the following hierarchy:

- Level 1: Unadjusted quoted prices in active markets for identical assets or liabilities.
- Level 2: Inputs other than quoted prices that are observable for the asset or liability, either directly or indirectly. These may include quoted prices for similar assets or liabilities in active markets and quoted prices for identical or similar assets or liabilities in markets that are not active.
- Level 3: Unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions, depending on the nature of the item being valued.

The carrying amounts reported in the condensed consolidated balance sheets for cash and cash equivalents, accounts receivable, restricted invested assets and accounts payable approximate their fair values under Level 3 inputs.

A summary of the carrying amounts and estimated fair values of the Company's long-term debt follows (in millions):

	Carrying Amount		Fair Value	
	June 30, 2020	December 31, 2019	June 30, 2020	December 31, 2019
Senior secured term loan	$ 1,546.9	$ 1,434.1	$ 1,373.9	$ 1,434.1
6.750% senior unsecured notes due 2025	$ 370.0	$ 370.0	$ 338.6	$ 368.2
10.000% senior unsecured notes due 2027	$ 430.0	$ 430.0	$ 435.9	$ 471.4

The fair values in the table above were based on a Level 2 inputs using quoted prices for identical liabilities in inactive markets. The carrying amounts related to the Company's other long-term debt obligations, including finance lease obligations, approximate their fair values under Level 3 inputs.

The Company has entered into certain interest rate swap agreements (see Note 6. "Derivatives and Hedging Activities"). The fair value of these derivative instruments was $68.6 million and $50.7 million at June 30, 2020 and December 31, 2019, respectively, and was included in other long-term liabilities in the condensed consolidated balance sheets. The fair value of these derivative financial instruments was based on a quoted market price, or a Level 2 input.

Revenues

The Company's revenues generally relate to contracts with patients in which the performance obligations are to provide health care services. The Company recognizes revenues in the period in which our obligations to provide health care services are satisfied and reports the amount that reflects the consideration the Company expects to be entitled to receive. The contractual relationships with patients, in most cases, also involve a third-party payor (e.g., Medicare, Medicaid and private insurance organizations, including plans offered through the health insurance exchanges) and the transaction prices for the services provided are dependent upon the terms provided by or negotiated with the third-party payors. The payment arrangements with third-party payors for the services provided to the related patients typically specify payments at amounts less than the Company's standard charges. The Company continually reviews the contractual estimation process to consider and incorporate updates to laws and regulations and the frequent changes in managed care contractual terms resulting from contract renegotiations and renewals.

A summary of revenues by service type as a percentage of total revenues follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2020	2019	2020	2019
Patient service revenues:				
Surgical facilities revenues	95.0 %	94.1 %	94.8 %	94.0 %
Ancillary services revenues	3.5 %	4.6 %	3.7 %	4.7 %
	98.5 %	98.7 %	98.5 %	98.7 %
Other service revenues:				
Optical services revenues	0.1 %	0.2 %	0.2 %	0.2 %
Other revenues	1.4 %	1.1 %	1.3 %	1.1 %
	1.5 %	1.3 %	1.5 %	1.3 %
Total revenues	100.0 %	100.0 %	100.0 %	100.0 %

Patient service revenues. This revenue is related to charging facility fees in exchange for providing patient care. The fee charged for health care procedures performed in surgical facilities varies depending on the type of service provided, but usually includes all charges for usage of an operating room, a recovery room, special equipment, medical supplies, nursing staff and medications. The fee does not normally include professional fees charged by the patient’s surgeon, anesthesiologist or other attending physician, which are billed directly by such physicians to the patient or third-party payor. However, in several surgical facilities, the Company charges for anesthesia services. Ancillary service revenues include fees for patient visits to the Company's physician practices, pharmacy services and diagnostic tests ordered by physicians.

Patient service revenues are recognized as performance obligations are satisfied. Performance obligations are based on the nature of services provided. Typically, the Company recognizes revenue at a point in time in which services are rendered and the Company has no obligation to provide further patient services. As the Company primarily performs outpatient procedures, performance obligations are generally satisfied same day and revenue is recognized on the date of service.

The Company determines the transaction price based on gross charges for services provided, net of estimated contractual adjustments and discounts from third-party payors. The Company estimates its contractual adjustments and discounts based on contractual agreements, its discount policies and historical experience. Changes in estimated contractual adjustments and discounts are recorded in the period of change.

Other service revenues. Optical service revenues consist of handling charges billed to the members of the Company's optical products purchasing organization. The Company's optical products purchasing organization negotiates volume buying discounts with optical products manufacturers. The buying discounts and any handling charges billed to the members of the buying group represent the revenue recognized for financial reporting purposes. The Company satisfies the performance obligation and recognizes revenue when the orders are shipped to members. The Company bases its estimates for sales returns and discounts on historical experience and has not experienced significant fluctuations between estimated and actual return activity and discounts given.

Other revenues include management and administrative service fees derived from the non-consolidated facilities that the Company accounts for under the equity method, management of surgical facilities in which it does not own an interest, and management services provided to physician practices for which the Company is not required to provide capital or additional assets. These agreements typically require the Company to provide recurring management services over a multi-year period, which are billed and collected on a monthly basis. The fees derived from these management arrangements are based on a predetermined percentage of the revenues of each facility or practice and are recognized in the period in which management services are rendered and billed.

The following table sets forth patient service revenues by type of payor and as a percentage of total patient service revenues for the Company's consolidated surgical facilities (dollars in millions):

	Three Months Ended June 30,			
	2020		2019	
	Amount	%	Amount	%
Patient service revenues:				
Private insurance	$ 199.2	54.0 %	$ 230.5	52.4 %
Government	140.8	38.1 %	178.1	40.5 %
Self-pay	11.2	3.0 %	9.5	2.2 %
Other (1)	17.9	4.9 %	21.4	4.9 %
Total patient service revenues	369.1	100.0 %	439.5	100.0 %
Other service revenues:				
Optical services revenues	0.5		1.0	
Other revenues	5.1		4.9	
Total revenues	$ 374.7		$ 445.4	

	Six Months Ended June 30,			
	2020		2019	
	Amount	%	Amount	%
Patient service revenues:				
Private insurance	$ 425.2	52.9 %	$ 445.8	52.4 %
Government	316.6	39.4 %	343.0	40.3 %
Self-pay	24.0	3.0 %	20.3	2.4 %
Other (1)	37.9	4.7 %	41.2	4.9 %
Total patient service revenues	803.7	100.0 %	850.3	100.0 %
Other service revenues:				
Optical services revenues	1.3		2.1	
Other revenues	10.7		9.8	
Total revenues	$ 815.7		$ 862.2	

(1) Other is comprised of anesthesia service agreements, automobile liability, letters of protection and other payor types.

Cash, Cash Equivalents and Restricted Cash

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. The Company maintains its cash and cash equivalent balances at high credit quality financial institutions.

Cash, cash equivalents and restricted cash reported within the consolidated statement of cash flows includes $0.3 million of restricted investments, which are reflected in other long-term assets in the consolidated balance sheet at both June 30, 2020 and December 31, 2019. These restricted investments represent restricted cash held in accordance with the provisions of a long-term operating lease agreement held as security for performance under the Company's covenants and obligations within the agreement through January 2024.

Accounts Receivable

Accounts receivable from third-party payors are recorded net of estimated implicit price concessions, which are estimated based on the historical trend of the Company's surgical facilities' cash collections and contractual write-offs, established fee schedules, relationships with payors and procedure statistics. While changes in estimated reimbursement from third-party payors remain a possibility, the Company expects that any such changes would be minimal and, therefore, would not have a material effect on its financial condition or results of operations.

Accounts receivable consists of receivables from federal and state agencies (under the Medicare and Medicaid programs), private insurance organizations, employers and patients. Management recognizes that revenues and receivables from government agencies are significant to the Company's operations, but it does not believe that there is significant credit risk associated with these government agencies. Concentration of credit risk with respect to other payors is limited because of the large number of such payors. As of June 30, 2020 and December 31, 2019, the Company had a net third-party Medicaid settlements liability of $13.0 million and $5.6 million, respectively, included in other current liabilities in the condensed consolidated balance sheets.

The Company recognizes that final reimbursement of accounts receivable is subject to final approval by each third-party payor. However, because the Company has contracts with its third-party payors and also verifies insurance coverage of the patient before medical services are rendered, the amounts that are pending approval from third-party payors are not considered significant. Amounts are classified outside of self-pay if the Company has an agreement with the third-party payor or has verified a patient's coverage prior to services rendered. The Company's policy is to collect co-payments and deductibles prior to providing medical services. Patient services of the Company are primarily non-emergency, which allows the surgical facilities to control the procedures for which third-party reimbursement is sought and obtained. The Company does not require collateral from self-pay patients.

The Company's collection policies and procedures are based on the type of payor, size of claim and estimated collection percentage for each patient account. The operating systems used to manage patient accounts provide for an aging schedule in 30-day increments, by payor, physician and patient. The Company analyzes accounts receivable at each of its surgical facilities to ensure the proper collection and aged category. The operating systems generate reports that assist in the collection efforts by prioritizing patient accounts. Collection efforts include direct contact with third-party payors or patients, written correspondence and the use of legal or collection agency assistance, as required.

The receivables related to the Company's optical products purchasing organization are recognized separately from patient accounts receivable, as discussed above, and are included in other current assets in the condensed consolidated balance sheets. Such receivables were $8.2 million and $8.6 million as of June 30, 2020 and December 31, 2019, respectively.

Goodwill

Goodwill represents the fair value of the consideration provided in an acquisition over the fair value of net assets acquired and is not amortized. Additions to goodwill include amounts resulting from new business combinations and incremental ownership purchases in the Company's subsidiaries. A summary of the Company's acquisitions and dispositions for the six months ended June 30, 2020 is included in Note 2. "Acquisitions and Disposals."

A summary of activity related to goodwill for the six months ended June 30, 2020 is as follows (in millions):

Balance at December 31, 2019	$	3,402.4
Acquisitions, including post acquisition adjustments		20.7
Divestitures and deconsolidations		(14.2)
Balance at June 30, 2020	$	3,408.9

A detailed evaluation of potential impairment indicators was performed as of June 30, 2020, which specifically considered the decline in the fair market value of the Company's outstanding senior secured term loan and unsecured notes and common stock during the six months ended June 30, 2020 as a result of the COVID-19 pandemic. Volatility was observed in the prices of the Company's outstanding debt securities and common stock and the decline in surgical case volumes following the emergence of COVID-19 was also considered, all of which have improved throughout the second quarter as states began to re-open and allow for non-emergent procedures. On the basis of available evidence as of June 30, 2020, no indicators of impairment were identified. Future estimates of fair value could be adversely affected if the actual outcome of one or more of the Company's assumptions changes materially in the future, including a decline in the Company's stock price and the fair value of its long-term debt, lower than expected surgical case volumes, higher market interest rates or increased operating costs. Such changes impacting the calculation of fair value, the risks of which are amplified by the COVID-19 pandemic, could result in a material impairment charge in the future.

Derivative Instruments and Hedging Activities

The Company records all derivatives on the balance sheet at fair value. The accounting for changes in the fair value of derivatives depends on the intended use of the derivative, whether the Company has elected to designate a derivative in a hedging relationship and apply hedge accounting and whether the hedging relationship has satisfied the criteria necessary to apply hedge accounting. Hedge accounting generally provides for the matching of the timing of gain or loss recognition on the hedging instrument with the recognition of the changes in the fair value of the hedged asset or liability that are attributable to the hedged risk in a fair value hedge or the earnings effect of the hedged forecasted transactions in a cash flow hedge. The Company may enter into derivative contracts that are intended to economically hedge certain of its risk, even though hedge accounting does not apply or the Company elects not to apply hedge accounting.

The Company made an accounting policy election to measure the credit risk of its derivative financial instruments that are subject to master netting agreements on a net basis by counterparty portfolio.

Non-Controlling Interests—Redeemable

Each partnership and limited liability company through which the Company owns and operates its surgical facilities is governed by a partnership or operating agreement, respectively. In certain circumstances, the applicable partnership or operating agreements for the Company's surgical facilities provide that the facilities will purchase all of the physician limited partners' or physician minority members', as applicable, ownership if certain adverse regulatory events occur, such as it becoming illegal for the physician(s) to own an interest in a surgical facility, refer patients to a surgical facility or receive cash distributions from a surgical facility. The non-controlling interests—redeemable are reported outside of stockholders' equity in the condensed consolidated balance sheets.

A summary of activity related to non-controlling interests—redeemable for the six months ended June 30, 2020 and 2019 is as follows (in millions):

	2020	2019
Balance at beginning of period	$ 321.0	$ 326.6
Net income attributable to non-controlling interests—redeemable	11.3	16.8
Acquisition and disposal of shares of non-controlling interests, net—redeemable	(1.7)	(7.7)
Distributions to non-controlling interest—redeemable holders	(15.9)	(19.7)
Balance at end of period	$ 314.7	$ 316.0

Income Taxes

The Company uses the asset and liability method to account for income taxes. Under this method, deferred income tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. If a carryforward exists, the Company makes a determination as to whether the carryforward will be utilized in the future. A valuation allowance is established for certain carryforwards when their recoverability is deemed to be uncertain. The carrying value of the net deferred tax assets assumes that the Company will be able to generate sufficient future taxable income in certain tax jurisdictions, based on estimates and assumptions. If our expectations for future operating results on a consolidated basis or at the state jurisdiction level vary from actual results due to changes in health care regulations, general economic conditions, or other factors, we may need to adjust the valuation allowance, for all or a portion of our deferred tax assets. Our income tax expense in future periods will be reduced or increased to the extent of offsetting decreases or increases, respectively, in our valuation allowance in the period when the change in circumstances occurs. These changes could have a significant impact on our future earnings.

The Company and certain of its subsidiaries file a consolidated federal income tax return. The partnerships, limited liability companies, and certain non-consolidated physician practice corporations also file separate income tax returns. The Company's allocable portion of each partnership's and limited liability company's income or loss is included in taxable income of the Company. The remaining income or loss of each partnership and limited liability company is allocated to the other owners.

The Company's effective tax rate was 56.2% for the six months ended June 30, 2020 compared to 18.9% for the six months ended June 30, 2019. The higher effective tax rate for the 2020 period was primarily due to discrete tax benefits of approximately $6.9 million attributable to the release of federal and state valuation allowances on the Company's IRC Section 163(j) interest carryforwards as a result of the increase in deductible interest expense allowed under the CARES Act, and $5.0 million attributable to a portion of the payments under the Settlement Agreement, as defined in Note 9. "Commitments and Contingencies," being classified as "restitution" for income tax purposes. Based upon the application of interim accounting guidance, the tax rate as a percentage of net income after income attributable to non-controlling interests will vary based upon the relative net income from period to period.

Recent Accounting Pronouncements

During the six months ended June 30, 2020, the FASB issued Accounting Standards Update (“ASU”) 2020-04 *Reference Rate Reform (Topic 848)*. ASU 2020-04 contains practical expedients for reference rate reform related activities that impact debt, leases, derivatives and other contracts. The guidance in ASU 2020-04 is optional and may be elected over time as reference rate reform activities occur. During the six months ended June 30, 2020, the Company elected to apply the hedge accounting expedients related to probability and the assessments of effectiveness for future London Interbank Offered Rate ("LIBOR") indexed cash flows to assume that the index upon which future hedged transactions will be based matches the index on the corresponding derivatives. Application of these expedients preserves the presentation of derivatives consistent with past presentation. The Company continues to evaluate the impact of the guidance and may apply other elections as applicable as additional changes in the market occur.

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments - Credit Losses*, which introduced a new model for recognizing credit losses on financial instruments based on an estimate of the current expected credit losses. The new current expected credit losses (“CECL”) model generally calls for the immediate recognition of all expected credit losses and applies to financial instruments and other assets, which is primarily applicable to accounts receivable for the Company. This ASU was effective for the Company on January 1, 2020. The adoption of this ASU did not have a material impact on its consolidated financial position and results of operations.

2. Acquisitions and Disposals

Acquisitions

During the six months ended June 30, 2020, the Company acquired a controlling interest in a surgical facility in a new market and a controlling interest three surgical facilities in existing markets, that were merged into existing facilities for cash consideration of $12.4 million, net of cash acquired, and non-cash consideration of $2.0 million. The non-cash consideration consisted of a non-controlling interest in one of the Company's existing surgical facilities. The cash consideration was funded through cash from operations. The total consideration was allocated to the assets acquired and liabilities assumed based upon the respective acquisition date fair values. The aggregate amounts preliminarily recognized for each major class of assets acquired and liabilities assumed for the acquisitions are as follows (in millions):

Total consideration	$	14.9
Fair value of non-controlling interests		6.7
Aggregate acquisition date fair value	$	21.6
Net assets acquired:		
Current assets	$	1.5
Property and equipment		1.7
Goodwill		19.8
Right-of-use operating lease assets		9.0
Current liabilities		(1.7)
Right-of-use operating lease liabilities		(8.7)
Aggregate acquisition date fair value	$	21.6

The fair values assigned to certain assets acquired and liabilities assumed by the Company have been estimated on a preliminary basis and are subject to change as new facts and circumstances emerge that were present at the date of acquisition. During the six months ended June 30, 2020, no significant changes were made to the purchase price allocation of assets and liabilities, existing at the date of acquisition, related to individual acquisitions completed in 2019. The goodwill acquired was allocated to the Company's surgical facility services reportable segment. The results of operations of the acquisitions were included in the Company’s results of operations beginning on the dates of acquisition and were not considered significant for the six months ended June 30, 2020.

Disposals

During the six months ended June 30, 2020, the Company sold its interests in two surgery centers, one of which was previously accounted for as an equity method investment, for net cash proceeds of $9.4 million, and recognized a net pre-tax loss of $3.1 million included in loss on disposals and deconsolidations, net in the condensed consolidated statement of operations for the six months ended June 30, 2020.

3. Long-Term Debt

A summary of long-term debt follows (in millions):

	June 30, 2020	December 31, 2019
Senior secured term loan [1]	$ 1,546.9	$ 1,434.1
Senior secured revolving credit facility	—	—
6.750% senior unsecured notes due 2025	370.0	370.0
10.000% senior unsecured notes due 2027	430.0	430.0
Notes payable and other secured loans	111.6	104.0
Finance lease obligations	244.1	253.4
Less: unamortized debt issuance costs	(16.6)	(10.8)
Total debt	2,686.0	2,580.7
Less: Current maturities	63.5	56.0
Total long-term debt	$ 2,622.5	$ 2,524.7

(1) Includes unamortized fair value discount of $4.1 million and $4.6 million as of June 30, 2020 and December 31, 2019, respectively.

Third Amendment to Credit Agreement

On April 16, 2020, SP Holdco I, Inc., a Delaware corporation (“Holdings”), and Surgery Center Holdings, Inc., a Delaware corporation (the “Borrower”), each a wholly-owned subsidiary of the Company, entered into a third amendment to credit agreement governing their revolving credit facility (the “Revolver”), dated as of April 16, 2020 (the “Third Amendment”), with Jefferies Finance LLC, as administrative agent and collateral agent, and the other financial institutions party thereto, which amended and supplemented financial covenants applicable to the Revolver under the credit agreement, dated as of August 31, 2017, by and among the Borrower, Holdings, certain subsidiaries of the Borrower party thereto from time to time, Jefferies Finance LLC, as administrative agent and collateral agent, and the other financial institutions party thereto from time to time (as previously amended) (the “Credit Agreement”). Pursuant to the Third Amendment, the Company's requirement to comply with a maximum consolidated total net leverage ratio will be waived for the remainder of 2020. Additionally, for the first three quarters of 2021, the Third Amendment provides for an alternative calculation for the maximum consolidated total net leverage ratio where the trailing four quarter basis may be negatively impacted by the impacts of COVID-19. The Third Amendment became effective concurrently with the funding of the 2020 Incremental Term Loans on April 22, 2020, and are discussed in more detail below.

Second Incremental Term Loan Amendment

On April 22, 2020, Holdings and the Borrower, together with certain subsidiaries of the Borrower, entered into a second incremental term loan amendment, dated as of April 22, 2020 (the “Second Incremental Term Loan Amendment”), with Jefferies Finance LLC, as administrative agent and collateral agent, and the other financial institutions party thereto, which further amended and supplemented the Credit Agreement to provide for a $120.0 million senior secured incremental term loan (the “2020 Incremental Term Loans”). The 2020 Incremental Term Loans were fully drawn on April 22, 2020 and bear interest at a rate per annum equal to (x) LIBOR plus a margin of 8.00% per annum or (y) an alternate base rate (which will be the highest of (i) the prime rate, (ii) 0.5% per annum above the federal funds effective rate, (iii) one-month LIBOR plus 1.00% per annum and (iv) 2.00% per annum) plus a margin of 7.00% per annum. The 2020 Incremental Term Loans were incurred as a separate tranche of term loans under the Credit Agreement, and are subject to maturity, amortization and mandatory prepayment provisions consistent with the existing terms loans outstanding under the Credit Agreement. Voluntary prepayments of the 2020 Incremental Term Loans are permitted, in whole or in part, with prior notice, without premium or penalty (except LIBOR breakage costs and a make-whole and call premium, as applicable, in the case of certain prepayments or events within a specified period of time after April 22, 2020, as set forth in the Second Incremental Term Loan Amendment).

On March 18, 2020, the Company drew down its available capacity under the Revolver, as a precautionary measure in order to increase liquidity and preserve financial flexibility in light of current uncertainty resulting from the COVID-19 pandemic. During the second quarter, the Company fully repaid the outstanding balance. As of June 30, 2020, the Company's availability on the Revolver was $113.2 million (including outstanding letters of credit of $6.8 million).

4. Leases

The Company's operating leases are primarily for real estate, including medical office buildings, and corporate and other administrative offices. The Company's finance leases are primarily for medical equipment and information technology and telecommunications assets. Due to the COVID-19 pandemic, the Company received concessions for certain of its leases primarily consisting of deferral of rental payments. The Company has elected to account for these COVID-19 related concessions as though the enforceable rights and obligations for those concessions are explicit within the underlying contract. The Company accounts for the deferred rentals as a component of other current liabilities within the condensed consolidated balance sheets. In a few instances the Company modified the terms of the lease in exchange for lease concessions. These modifications resulted in an increase to the Company's right-of-use operating lease assets and liabilities of $23.2 million during the three and six months ended June 30, 2020.

The following table presents the components of the Company's lease expense and their classification in the condensed consolidated statement of operations (in millions):

	Six Months Ended June 30,	
	2020	2019
Operating lease costs	$ 36.3	$ 34.4
Finance lease costs:		
Amortization of leased assets	12.0	9.3
Interest on lease liabilities	10.4	7.3
Total finance lease costs	22.4	16.6
Variable and short-term lease costs	8.3	6.0
Total lease costs	$ 67.0	$ 57.0

The following table presents supplemental cash flow information (dollars in millions):

	Six Months Ended June 30,	
	2020	2019
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash outflows from operating leases	$ 33.7	$ 32.8
Operating cash outflows from finance leases	$ 10.4	$ 7.3
Financing cash outflows from finance leases	$ 8.3	$ 5.2
Right-of-use assets obtained in exchange for lease obligations:		
Operating leases	$ 37.5	$ 5.0
Finance leases	$ 8.5	$ 5.0

5. Redeemable Preferred Stock

On August 31, 2017, the Company issued 310,000 shares of Series A Preferred Stock to Bain Capital Private Equity, L.P. at a purchase price of $1,000 per share for an aggregate purchase price of $310.0 million.

A summary of activity related to the Series A Preferred Stock follows (in millions):

Balance at December 31, 2019	$ 395.0
Dividends accrued (there were no cash dividends declared)	19.2
Balance at June 30, 2020	$ 414.2

There were no unpaid cash dividends declared at both June 30, 2020 and December 31, 2019. The aggregate and per share amounts of unpaid cumulative preferred dividends as of June 30, 2020 was $88.6 million and $285.89, respectively.

6. Derivatives and Hedging Activities

The Company’s objectives in using interest rate derivatives are to add stability to interest expense and to manage its exposure to interest rate movements. To accomplish this objective, the Company primarily uses interest rate swaps as part of its interest rate risk management strategy. During 2020, such derivatives have been used to hedge the variable cash flows associated with existing variable-rate debt.

For derivatives designated and that qualify as cash flow hedges of interest rate risk, the gain or loss on the derivative is recorded in accumulated other comprehensive income ("OCI") and subsequently reclassified into interest expense in the same period(s) during which the hedged transaction affects earnings, as documented at hedge inception in accordance with the Company’s accounting policy election. Amounts reported in accumulated OCI related to derivatives will be reclassified to interest expense as interest payments are made on the

Company’s variable-rate debt. Over the next 12 months, the Company estimates that an additional $21.7 million will be reclassified as an increase to interest expense.

As of June 30, 2020, the Company had four interest rate swaps with a notional amount of $1.2 billion and a termination date of November 30, 2023. The derivatives are recorded at fair value (see Note 1. "Organization and Summary of Accounting Policies") and classified as a long-term liability included in other long-term liabilities in the condensed consolidated balance sheets.

The following table presents the pre-tax effect of the interest rate swaps on the Company's accumulated OCI and condensed consolidated statement of operations (in millions):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2020	2019	2020	2019
Derivatives in cash flow hedging relationships				
(Gain) loss recognized in OCI (effective portion)	$ (1.7)	$ 18.3	$ 26.9	$ 31.1
Loss reclassified from accumulated OCI to interest expense (effective portion)	$ 5.6	$ 1.5	$ 9.0	$ 2.8

7. Earnings Per Share

Basic and diluted earnings per share are calculated based on the weighted-average number of shares outstanding in each period and dilutive stock options, unvested shares and warrants, to the extent such securities exist and have a dilutive effect on earnings per share. The Company computes basic and diluted earnings per share using the two-class method. The two-class method of computing earnings per share is an earnings allocation method that determines earnings per share for common shares and participating securities according to their participation rights in dividends and undistributed earnings.

A reconciliation of the numerator and denominator of basic and diluted earnings per share follows (dollars in millions, except per share amounts; shares in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2020	2019	2020	2019
Numerator:				
Net loss attributable to Surgery Partners, Inc.	$ (32.5)	$ (19.8)	$ (60.0)	$ (39.9)
Less: amounts allocated to participating securities (1)	(9.7)	(8.8)	(19.2)	(17.3)
Net loss attributable to common stockholders	$ (42.2)	$ (28.6)	$ (79.2)	$ (57.2)
Denominator:				
Weighted average shares outstanding- basic and diluted (2)	48,840	48,291	48,661	48,241
Loss per share:				
Basic and diluted (2)	$ (0.86)	$ (0.59)	$ (1.63)	$ (1.19)
Dilutive securities outstanding not included in the computation of loss per share as their effect is antidilutive:				
Stock options	—	—	42	—
Restricted shares	530	25	545	27

(1) Includes dividends accrued during all periods for the Series A Preferred Stock. The Series A Preferred Stock does not participate in undistributed losses.

(2) The impact of potentially dilutive securities for all periods presented was not considered because the effect would be anti-dilutive in each period.

8. Other Current Liabilities

A summary of other current liabilities is as follows (in millions):

	June 30, 2020	December 31, 2019
Right-of-use operating lease liabilities	$ 37.8	$ 37.3
Accrued legal settlement [1]	32.3	35.1
Interest payable	22.0	21.8
Amounts due to patients and payors	19.7	16.5
Accrued expenses and other	108.6	80.5
Total	$ 220.4	$ 191.2

(1) See Note 9. "Commitments and Contingencies" for further discussion.

9. Commitments and Contingencies

Professional, General and Workers' Compensation Liability Risks

The Company is subject to claims and legal actions in the ordinary course of business, including claims relating to patient treatment, employment practices and personal injuries. The Company maintains professional, general and workers' compensation liability insurance in excess of self-insured retentions, through third party commercial insurance carriers. Although management believes the coverage is sufficient for the Company's operations, some claims may potentially exceed the scope of coverage in effect. Plaintiffs in these matters may request punitive or other damages that may not be covered by insurance. The Company is not aware of any such proceedings that are reasonably possible to have a material adverse effect on the Company's business, financial position, results of operations or liquidity. Total professional, general and workers' compensation claim liabilities as of June 30, 2020 and December 31, 2019 were $21.0 million and $19.4 million, respectively. The Company had expected insurance recoveries of $12.1 million as of both June 30, 2020 and December 31, 2019.

Laws and Regulations

Laws and regulations governing the Company's business, including those relating to the Medicare and Medicaid programs, are complex and subject to interpretation. These laws and regulations govern every aspect of how the Company's surgical facilities conduct their operations, from licensing requirements to how and whether the Company's facilities may receive payments pursuant to the Medicare and Medicaid programs. Compliance with such laws and regulations can be subject to future government agency review and interpretation as well as legislative changes to such laws. Noncompliance with such laws and regulations may subject the Company to significant regulatory sanctions including fines, penalties, and exclusion from the Medicare, Medicaid and other federal health care programs. From time to time, governmental regulatory agencies will conduct inquiries of the Company's practices, including, but not limited to, the Company's compliance with federal and state fraud and abuse laws, billing practices and relationships with physicians.

On October 23, 2017, the Company received several civil investigative demands ("CIDs") from the federal government under the False Claims Act (the "FCA") for documents and information dating back to January 1, 2010 relating to the medical necessity of certain drug tests conducted by the Company’s physicians and submitted to laboratories owned and operated by the Company. In addition, the Company was informed by CMS that payments to its diagnostic laboratory, Logan Laboratories, LLC ("Logan Labs"), a toxicology laboratory based in Tampa, Florida, that provides urine testing services, were suspended for a period of time, pending further investigations by CMS. CMS lifted the suspension as of December 18, 2019. On January 23, 2020, the United States District Court for the Middle District of Florida unsealed the Complaint in the case of Cho et al. ex rel. United States v. Surgery Partners et al., which we understand to be related to the investigation that gave rise to the CIDs.

On April 14, 2020, Logan Labs and Tampa Pain Relief Centers, Inc. ("Tampa Pain" and, together with Logan Labs, the "Companies"), a pain management medical practice based in Tampa, Florida, both indirect wholly-owned subsidiaries of the Company, entered into a settlement agreement (the "Settlement Agreement") with the United States of America, acting through the United States Department of Justice (“DOJ”) and on behalf of the Office of Inspector General of the Department of Health and Human Services ("OIG"), the Defense Health Agency, acting on behalf of the TRICARE Program, the Office of Personnel Management, as the administrator of the Federal Employees Health Benefits Program, the Office of Workers Compensation Programs of the United States Department of Labor, which administers federal workers compensation claims for federal employees, including the United States Postal Service, and the United States Department of Veterans Affairs (collectively, the "U.S. Parties") and certain other parties to resolve the pending DOJ investigation. As part of the Settlement Agreement, the DOJ asserted that certain urine tests ordered by Tampa Pain’s physicians and conducted at Tampa Pain and Logan Labs for patients receiving opioid therapy to manage pain were not medically necessary and the resulting claims submitted to the U.S. Parties violated the federal False Claims Act (the "Covered Conduct").

Under the terms of the Settlement Agreement, the Companies will pay a total of $40.0 million plus accrued interest from March 14, 2019, at the rate of 2.75% per annum to the U.S. Parties and participating states. The Settlement Amount is expected to be paid on the following schedule: the forfeiture of $7.5 million of approved, paid claims currently held in suspense by the U.S. Parties and the payment of $1.8 million plus accrued interest within 20 business days of the date of the Settlement Agreement and the payment of $30.7 million plus accrued interest on April 1, 2021. The Company previously recorded a litigation-related charge of $46.0 million relating to an anticipated resolution of the Covered Conduct on the consolidated statements of operations for the year ended December 31, 2018. For the three months ended March 31, 2020, the Company recorded an additional litigation-related charge of $1.2 million relating to the resolution of the Covered Conduct on the condensed consolidated statement of operations.

Under the Settlement Agreement, the U.S. Parties agree to release the Companies from any civil or administrative monetary liability arising from the Covered Conduct. Additionally, under the Settlement Agreement, the OIG agrees, conditioned upon the Companies' full payment of the Settlement Amount, and in consideration of Logan Labs' and Tampa Pain's obligations under their respective Corporate Integrity Agreements (as defined and described below), to release its permissive exclusion rights and refrain from instituting any administrative action seeking to exclude the Companies from participating in Medicare, Medicaid or other Federal health care programs as a result of the Covered Conduct.

The Settlement Agreement contains no admissions of liability on the part of the Companies or the Company.

In connection with the resolution of this matter and in exchange for the OIG's agreement not to exclude the Companies from participating in the federal health care programs, on April 14, 2020, Tampa Pain entered into a five-year corporate integrity agreement with the OIG and Logan Labs entered into a three-year corporate integrity agreement with the OIG (together, the "Corporate Integrity Agreements").

Acquired Facilities

The Company, through its wholly-owned subsidiaries or controlled partnerships and limited liability companies, has acquired and will continue to acquire surgical facilities with prior operating histories. Such facilities may have unknown or contingent liabilities, including liabilities for failure to comply with health care laws and regulations, such as billing and reimbursement, fraud and abuse and similar anti-referral laws. Although the Company attempts to assure that no such liabilities exist, obtain indemnification from prospective sellers covering such matters and institute policies designed to conform centers to its standards following completion of acquisitions, there can be no assurance that the Company will not become liable for past activities that may later be asserted to be improper by private plaintiffs or government agencies. There can be no assurance that any such matter will be covered by indemnification or, if covered, that the liability sustained will not exceed contractual limits or the financial capacity of the indemnifying party.

The Company cannot predict whether federal or state statutory or regulatory provisions will be enacted that would prohibit or otherwise regulate relationships which the Company has established or may establish with other health care providers or have materially adverse effects on its business or revenues arising from such future actions. Management believes, however, that it will be able to adjust the Company's operations so as to be in compliance with any statutory or regulatory provision as may be applicable.

Potential Physician Investor Liability

A majority of the physician investors in the partnerships and limited liability companies which operate the Company's surgical facilities carry general and professional liability insurance on a claims-made basis. Each partnership or limited liability company may, however, be liable for damages to persons or property arising from occurrences at the surgical facilities. Although the various physician investors and other surgeons generally are required to obtain general and professional liability insurance with tail coverage that extends beyond the period of any claims-made policies, such individuals may not be able to obtain coverage in amounts sufficient to cover all potential liability. Since most insurance policies contain exclusions, the physician investors will not be insured against all possible occurrences. In the event of an uninsured or underinsured loss, the value of an investment in the partnership interests or limited liability company membership units and the amount of distributions could be adversely affected.

Tax Receivable Agreement

On May 9, 2017, the Company entered into an agreement to amend that certain Income Tax Receivable Agreement, dated September 30, 2015 (as amended, the "TRA"), by and between the Company, and the other parties referred to therein, which amendment became effective on August 31, 2017. Pursuant to the amendment to the TRA, the Company agreed to make payments to H.I.G. Capital, LLC., the Company's former controlling shareholder, in its capacity as the stockholders representative pursuant to a fixed payment schedule. The amounts payable under the TRA are calculated as the product of (i) an annual base amount and (ii) the maximum corporate federal income tax rate for the applicable year plus three percent. The amounts payable under the TRA are related to the Company's projected realized tax savings over the next five years and are not dependent on the Company's actual tax savings over such period. The calculation of amounts payable pursuant to the TRA is thus dependent on the maximum corporate federal income tax rate. To the extent that the Company is unable to make payments under the TRA, such payments will be deferred and will accrue interest at a rate of the LIBOR plus 500 basis points until paid. If the terms of credit agreements and other debt documents cause the Company to be unable to make payments under the TRA and such terms are not materially more restrictive than those existing as of September 30, 2015, such payments will be deferred and will accrue interest at a rate of LIBOR plus 300 basis points until paid.

Assuming the Company's tax rate is 24%, calculated as the maximum corporate federal tax rate plus three percent, throughout the remaining term of the TRA, the Company estimates the total remaining amounts payable under the TRA was approximately $60.1 million as of both June 30, 2020 and December 31, 2019. As a result of the amendment to the TRA, the Company was required to value the liability under the TRA by discounting the fixed payment schedule using the Company’s incremental borrowing rate. The carrying value of the liability under the TRA, reflecting the discount, was $51.2 million and $48.7 million as of June 30, 2020 and December 31, 2019, respectively. The current portion of the liability was $16.9 million as of both June 30, 2020 and December 31, 2019, and is included as a component of other current liabilities in the condensed consolidated balance sheets. The long-term portion is included as a component of other long-term liabilities in the condensed consolidated balance sheets.

10. Segment Reporting

The Company operates in three major lines of business that are also the Company's reportable operating segments - the operation of surgical facilities, the operation of ancillary services and the operation of optical services. The surgical facility services segment consists of the operation of ASCs and surgical hospitals and includes anesthesia services. The ancillary services segment consists of a diagnostic laboratory and multi-specialty physician practices. The optical services segment consists of an optical products group purchasing organization. "All other" primarily consists of the Company's corporate general and administrative functions.

The following tables present financial information for each reportable segment (in millions):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2020	2019	2020	2019
Revenues:				
Surgical facility services	$ 361.0	$ 424.0	$ 784.2	$ 819.8
Ancillary services	13.2	20.4	30.2	40.3
Optical services	0.5	1.0	1.3	2.1
Total	$ 374.7	$ 445.4	$ 815.7	$ 862.2
Adjusted EBITDA:				
Surgical facility services	$ 80.0	$ 78.4	$ 147.2	$ 146.8
Ancillary services	(1.3)	1.4	(3.3)	2.6
Optical services	0.2	0.4	0.6	0.9
All other	(20.7)	(19.0)	(39.8)	(38.3)
Total	$ 58.2	$ 61.2	$ 104.7	$ 112.0
Reconciliation of Adjusted EBITDA:				
(Loss) income before income taxes	$ (4.5)	$ 9.1	$ (28.1)	$ 14.3
Net income attributable to non-controlling interests	(28.6)	(27.9)	(47.7)	(51.5)
Depreciation and amortization	23.4	19.1	45.2	37.9
Interest expense, net	49.2	46.4	96.3	88.4
Equity-based compensation expense	3.4	3.0	6.9	4.9
Transaction, integration and acquisition costs (1)	10.1	8.0	22.7	11.5
Loss on debt extinguishment	—	11.7	—	11.7
Loss (gain) on disposals and deconsolidations, net	2.9	(8.2)	6.4	(7.6)
Litigation settlement and other litigation costs (2)	2.3	—	3.8	—
Gain on escrow release (3)	—	—	(0.8)	—
Tax receivable agreement expense	—	—	—	2.4
Adjusted EBITDA	$ 58.2	$ 61.2	$ 104.7	$ 112.0

(1) This amount includes transaction and integration costs of $4.9 million and $6.2 million for the three months ended June 30, 2020 and 2019, respectively. This amount further includes other acquisition costs and start-up costs related to a de novo surgical hospital of $5.2 million and $1.8 million for the three months ended June 30, 2020 and 2019, respectively.

This amount includes transaction and integration costs of $10.4 million and $8.2 million for the six months ended June 30, 2020 and 2019, respectively. This amount further includes other acquisition costs and start-up costs related to a de novo surgical hospital of $12.3 million and $3.3 million for the six months ended June 30, 2020 and 2019, respectively.

(2) This amount includes other litigation costs of $2.3 million for the three months ended June 30, 2020, with no comparable costs in the same 2019 period.

This amount includes litigation settlement costs of $1.2 million and other litigation costs of $2.6 million for the six months ended June 30, 2020, with no comparable costs in the same 2019 period.

(3) Included in other income in the condensed consolidated statement of operations for the six months ended June 30, 2020, with no comparable gain in the same 2019 period.

	June 30, 2020	December 31, 2019
Assets:		
Surgical facility services	$ 4,751.5	$ 4,580.4
Ancillary services	70.2	69.6
Optical services	17.6	17.7
All other	405.4	351.2
Total assets	$ 5,244.7	$ 5,018.9

	Six Months Ended June 30,	
	2020	2019
Cash purchases of property and equipment:		
Surgical facility services	$ 16.8	$ 25.3
Ancillary services	0.1	0.3
All other	3.0	6.2
Total cash purchases of property and equipment	$ 19.9	$ 31.8

11. Subsequent Events

On July 20, 2020, the Company entered into a definitive agreement to sell certain assets related to its anesthesia business. The transaction is expected to close within 60 to 90 days.

As previously disclosed in a Current Report on Form 8-K filed on July 31, 2020, on July 30, 2020, the Company completed the issuance and sale of $115.0 million in aggregate principal amount of senior unsecured notes due 2027 at 100.75% of the principal amount. The notes were issued as part of the same series as the existing 2027 Unsecured Notes originally issued in April 2019, and have the same terms. The notes bear interest at an annual rate of 10.000% per year, payable semi-annually on April 15 and October 15 of each year, beginning on October 15, 2020.

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

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the condensed consolidated financial statements and related notes included elsewhere in this report and our 2019 Annual Report on Form 10-K. Unless the context otherwise indicates, the terms "Surgery Partners," "we," "us," "our" or the "Company," as used herein, refer to Surgery Partners, Inc. and its subsidiaries. Unless the context implies otherwise, the term “affiliates” means direct and indirect subsidiaries of Surgery Partners, Inc., and partnerships and joint ventures in which such subsidiaries are partners. The terms “facilities” or “hospitals” refer to entities owned and operated by affiliates of Surgery Partners, Inc. and the term “employees” refers to employees of affiliates of Surgery Partners, Inc.

Cautionary Note Regarding Forward-Looking Statements

This report contains forward-looking statements, which are based on our current expectations, estimates and assumptions about future events. All statements other than statements of current or historical fact contained in this report are forward-looking statements. These statements include, but are not limited to, statements regarding our future financial position, business strategy, budgets, effective tax rate, projected costs and plans and objectives of management for future operations. The words "projections," "believe," "continue," "drive," "estimate," "expect," "intend," "may," "plan," "will," "could," "would" and similar expressions are generally intended to identify forward-looking statements. These statements involve risks, uncertainties and other factors that may cause actual results to differ from the expectations expressed in the statements. Many of these factors are beyond our ability to control or predict. These factors include, without limitation, the duration and severity of the COVID-19 outbreak in the United States and the regions in which we operate, the impact to the state and local economies of prolonged shelter in place orders and the pandemic generally, our ability to respond nimbly to challenging economic conditions, the unpredictability of our case volume both in the current environment and if and when restrictions are eased, our ability to preserve or raise sufficient funds to continue operations throughout this period of uncertainty, including through our in-process asset sales, which may not occur during this period of uncertainty, if at all, the impact of our cost-cutting measures on our future performance, our ability to defer payments, including certain lease payments, our ability to cause distributions from our subsidiaries, the responsiveness of our payors, including Medicaid and Medicare, to the challenging operating conditions, including their willingness and ability to continue paying in a timely manner and to advance payments in a timely manner, if at all; our ability to execute on our operational and strategic initiatives; the timing and impact of our portfolio optimization efforts; our ability to continue to improve same-facility volume and revenue growth on the timeline anticipated, if at all; our ability to successfully integrate acquisitions; the anticipated impact and timing of our ongoing efficiency efforts, including insurance consolidations and completed headcount actions, as well as our ongoing procurement and revenue cycle efforts; the impact of adverse weather conditions and other events outside of our control; and the risks and uncertainties set forth under the heading "Risk Factors" in this report, our 2019 Annual Report on Form 10-K and our Quarterly Report on Form 10-Q for the three months ended March 31, 2020, and discussed from time to time in our reports filed with the SEC.

Considering these risks, uncertainties and assumptions, the forward-looking events and circumstances discussed in this report may not occur, and actual results could differ materially from those anticipated or implied in the forward-looking statements. When you consider these forward-looking statements, you should keep in mind these risk factors and other cautionary statements in this report.

These forward-looking statements speak only as of the date made. Other than as required by law, we undertake no obligation to publicly update or revise any forward-looking statements, whether because of new information, future events or otherwise.

Executive Overview

Total revenues for the second quarter of 2020 decreased 15.9% to $374.7 million from $445.4 million for the second quarter of 2019. Same-facility revenues for the second quarter of 2020 decreased 18.6% from the same period last year, with a 32.4% increase in revenue per case offset by a 38.6% decrease in same-facility cases (there were the same number of business days in both periods). The overall decrease in revenues is attributable to the impacts of COVID-19 that the Company began experiencing in mid-March, which is described in further detail below in the section titled "Impact of COVID-19." Same-facility revenue per case growth was driven by a favorable surgical case mix as lower acuity cases were some of the first to decline as the COVID-19 crisis developed. For the second quarter of 2020, the Company’s net loss attributable to common stockholders and Adjusted EBITDA was $42.2 million and $58.2 million, respectively, compared to $28.6 million and $61.2 million for the same period last year. A reconciliation of non-GAAP financial measures appears below under "Certain Non-GAAP Metrics." The increase in net loss attributable to common stockholders and the decrease in Adjusted EBITDA are attributable to the decline in surgical cases due to the impacts of COVID-19 as discussed further below.

We had cash and cash equivalents of $326.3 million and $113.2 million of borrowing capacity under our revolving credit facility at June 30, 2020. Net operating cash inflows, including operating cash flows less distributions to non-controlling interests, were $154.2 million for the second quarter of 2020.

Impact of COVID-19

The COVID-19 global pandemic is significantly affecting our facilities, employees, patients, communities, business operations and financial performance, as well as the United States economy and financial markets. On March 18, 2020, we reported that we had withdrawn our previously announced full-year 2020 outlook and on April 15, 2020, we filed a Current Report on Form 8-K providing additional disclosure about the impact of the pandemic on our operations. The COVID-19 crisis is still rapidly evolving and much of its impact remains unknown and difficult to predict; however, it materially impacted our financial performance for the second quarter of 2020, and potentially could negatively impact our financial performance for the year ending December 31, 2020 or longer.

We are taking or supporting measures to try to slow the spread and minimize the impact of the virus. Many of these measures are adversely impacting our business and likely will have an adverse impact on our financial results that we currently are not able to quantify. For example, due in part to local, state and federal guidelines as well as recommendations from major medical societies, social distancing and self-quarantines in response to the COVID-19 pandemic, we cancelled or postponed a substantial percentage of the elective procedures scheduled at our facilities and reduced operating hours at a significant number of our facilities. As a result, our facilities experienced lower surgical case volume, which was more significant at the beginning of the second quarter and has improved gradually as states re-open and allow for non-emergent procedures. The impact on our surgical facilities varies based on the market in which the facility operates, the type of surgical facility and the procedures that are typically performed. It is difficult to predict the duration of this lower surgical case volume and, while restrictions are starting to be eased, we cannot predict the timing of the potential recapture of cancelled or postponed procedures, if any.

The Company's operating structure naturally enables some flexibility in the cost structure according to the volume of surgical procedures performed, including much of its cost of revenues. In addition to the natural variability of these costs, the Company and its partners in the surgical facilities have undertaken additional steps to preserve financial flexibility. Beginning in mid-March, and into the second quarter, the Company took actions that included significantly reducing cash operating expenses and deferring non-essential expenditures at the height of the crisis. These measures were gradually reduced throughout the second quarter as surgical case volumes improved. Even after taking into account our actions intended to increase financial flexibility (including actions that management estimates have lowered cash operating expenses), the volume reductions we are experiencing have resulted in materially higher losses and material decreases in Adjusted EBITDA during the second quarter of 2020 and may potentially continue to do so for subsequent quarters. We cannot predict if or when utilization may return to pre-pandemic levels.

On March 18, 2020, we drew down our available capacity under the Revolver, as a precautionary measure in order to increase liquidity and preserve financial flexibility in light of uncertainty resulting from the COVID-19 pandemic. During the second quarter, we fully repaid the outstanding balance. On April 22, 2020, we entered into a second incremental term loan amendment, which amended and supplemented the existing credit agreement, to provide for an incremental borrowing of $120.0 million. The incremental amounts were fully drawn on April 22, 2020. See Note 3. "Long-Term Debt" to our condensed consolidated financial statements included elsewhere in this report for a further discussion of the second incremental term loan amendment. Also, on July 30, 2020, we issued an additional $115.0 million aggregate principal amount of 10.000% senior unsecured notes due 2027 at 100.75% of the principal amount. The notes were issued as part of the same series as the 2027 Unsecured Notes originally issued in April 2019. See Note 11. "Subsequent Events" to our condensed consolidated financial statements included elsewhere in this report for a further discussion of the senior unsecured notes. Additionally, as a result of the CARES Act and other governmental assistance programs, during the six months ended June 30, 2020, the Company received approximately $48 million in direct grant funding and approximately $120 million in accelerated Medicare payments, each of which is described in more detail in Note 1. “Organization and Summary of Accounting Polices - COVID-19 Pandemic” to our condensed consolidated financial statements included elsewhere in this report.

The Company is continuing to monitor legislative actions at federal and state levels including the impact of the CARES Act and other governmental assistance that might be available.

Furthermore, please see "Capital Resources" and "Summary" under the heading "Liquidity and Capital Resources" below for more information about the impact of the COVID-19 pandemic on the Company.

Regulatory Developments in Response to COVID-19

Numerous recent legislative and regulatory actions have been taken in an attempt to provide businesses, including health care providers, with relief from the negative impacts of the COVID-19 pandemic. The legislative and regulatory responses to the COVID-19 pandemic generally impact many of the statutes, regulations and policies summarized or discussed throughout this report and in our 2019 Annual Report on Form 10-K.

CARES Act

On March 27, 2020, the CARES Act was signed into law. The CARES Act is intended to provide over $2 trillion in stimulus benefits for the U.S. economy in order to offset the negative economic impact of the COVID-19 public health emergency. Among other things, the CARES Act includes support for small businesses, expands unemployment benefits, and provides $500 billion for loans, loan guarantees, and other investments for or in U.S. businesses.

The CARES Act contains a number of provisions that are intended to assist health care providers as they combat the effects of the COVID-19 public health emergency. The healthcare-specific provisions include:

- the temporary suspension of Medicare sequestration from May 1, 2020, to December 31, 2020;
- an appropriation of $100 billion to the Public Health and Social Services Emergency Fund for a new program to reimburse, through grants or other mechanisms, eligible health care providers and other approved entities for COVID-19-related expenses or lost revenues;

- the expansion of CMS' Accelerated and Advance Payment Program; and
- waivers or temporary suspension of certain regulatory requirements.

Paycheck Protection Program and Health Care Enhancement Act

On June 5, 2020, the Paycheck Protection Program Flexibility Act of 2020 (the "New PPP Act") was signed into law. Among other things, the New PPP Act allocates $75 billion to Medicare and Medicaid participating hospitals and other health care providers to help offset COVID-19 related losses and expenses. The $75 billion allocated under the New PPP Act is in addition to the $100 billion allocated to health care providers for the same purposes in the CARES Act. The New PPP Act funds were disbursed to providers under terms and conditions that are similar to the CARES Act funds.

Waivers or Temporary Suspension of Certain Regulatory Requirements

In addition to the financial and other relief that has been provided by the federal government through the CARES Act and other legislation that has been passed by Congress, CMS and many state governments have also issued a number of waivers and temporary suspensions of health care facility licensure, certification, and reimbursement requirements in order to provide hospitals, ambulatory surgery centers, physicians, and other health care providers with increased flexibility to meet the challenges presented by the COVID-19 public health emergency. For example, CMS has temporarily waived the enforcement of certain requirements of the Medicare conditions of participation and implemented a "hospitals without walls" program that would enable hospitals to treat patients in temporary locations and enable ASCs to temporarily enroll in Medicare as hospitals. CMS has also temporarily waived many provisions of the Stark law, including those provisions of the Stark law that prohibit our hospitals with physician ownership from expanding capacity. Many states have also suspended the enforcement of certain regulatory requirements to ensure that health care providers have sufficient capacity to treat COVID-19 patients. These regulatory changes are temporary, with most slated to expire at the end of the declared COVID-19 public health emergency.

Revenues

Our revenues consist of patient service revenues and other service revenues. Patient service revenues consist of revenue from our surgical facility services and ancillary services segments. Specifically, patient service revenues include fees for surgical or diagnostic procedures performed at surgical facilities that we consolidate for financial reporting purposes, as well as for patient visits to our physician practices, anesthesia services, pharmacy services and diagnostic screens ordered by our physicians. Other service revenues include management and administrative service fees derived from our non-consolidated facilities that we account for under the equity method, management of surgical facilities and physician practices in which we do not own an interest and management services we provide to physician practices for which we are not required to provide capital or additional assets.

The following table summarizes our revenues by service type as a percentage of total revenues for the periods indicated:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2020	2019	2020	2019
Patient service revenues:				
Surgical facilities revenues	95.0 %	94.1 %	94.8 %	94.0 %
Ancillary services revenues	3.5 %	4.6 %	3.7 %	4.7 %
	98.5 %	98.7 %	98.5 %	98.7 %
Other service revenues:				
Optical services revenues	0.1 %	0.2 %	0.2 %	0.2 %
Other	1.4 %	1.1 %	1.3 %	1.1 %
	1.5 %	1.3 %	1.5 %	1.3 %
Total revenues	100.0 %	100.0 %	100.0 %	100.0 %

Payor Mix

The following table sets forth by type of payor the percentage of our patient service revenues generated at the surgical facilities which we consolidate for financial reporting purposes in the periods indicated:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2020	2019	2020	2019
Private insurance payors	54.0 %	52.4 %	52.9 %	52.4 %
Government payors	38.1 %	40.5 %	39.4 %	40.3 %
Self-pay payors	3.0 %	2.2 %	3.0 %	2.4 %
Other payors (1)	4.9 %	4.9 %	4.7 %	4.9 %
Total	100.0 %	100.0 %	100.0 %	100.0 %

(1) Other is comprised of anesthesia service agreements, automobile liability, letters of protection and other payor types.

Surgical Case Mix

We primarily operate multi-specialty surgical facilities where physicians perform a variety of procedures in various specialties. We believe this diversification helps to protect us from adverse pricing and utilization trends in any individual procedure type and results in greater consistency in our case volume.

The following table sets forth the percentage of cases in each specialty performed at the surgical facilities which we consolidate for financial reporting purposes for the periods indicated:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2020	2019	2020	2019
Orthopedic and pain management	44.0 %	36.9 %	40.9 %	37.2 %
Ophthalmology	23.1 %	24.8 %	24.7 %	24.2 %
Gastrointestinal	15.8 %	21.2 %	18.2 %	21.2 %
General surgery	3.5 %	2.9 %	3.3 %	3.0 %
Other	13.6 %	14.2 %	12.9 %	14.4 %
Total	100.0 %	100.0 %	100.0 %	100.0 %

Critical Accounting Policies

A summary of significant accounting policies is disclosed in our 2019 Annual Report on Form 10-K under the caption “Critical Accounting Policies” in the Management’s Discussion and Analysis of Financial Condition and Results of Operations section. There have been no material changes in the nature of our critical accounting policies or the application of those policies since December 31, 2019.

Results of Operations

Three Months Ended June 30, 2020 Compared to Three Months Ended June 30, 2019

The following table summarizes certain results from the statements of operations for the three months ended June 30, 2020 and 2019 (dollars in millions):

	Three Months Ended June 30, 2020	Three Months Ended June 30, 2019
Revenues	$ 374.7	$ 445.4
Operating expenses:		
Cost of revenues	319.3	340.4
General and administrative expenses	25.3	23.3
Depreciation and amortization	23.4	19.1
Income from equity investments	(2.5)	(2.2)
Loss (gain) on disposals and deconsolidations, net	2.9	(8.2)
Transaction and integration costs	4.9	6.2
Grant funds	(43.1)	—
Loss on debt extinguishment	—	11.7
Other income	(0.2)	(0.4)
Total operating expenses	330.0	389.9
Operating income	44.7	55.5
Interest expense, net	(49.2)	(46.4)
(Loss) income before income taxes	(4.5)	9.1
Income tax (benefit) expense	(0.6)	1.0
Net (loss) income	(3.9)	8.1
Less: Net income attributable to non-controlling interests	(28.6)	(27.9)
Net loss attributable to Surgery Partners, Inc.	$ (32.5)	$ (19.8)

Overview. During the three months ended June 30, 2020, our revenues decreased 15.9% to $374.7 million compared to $445.4 million for the three months ended June 30, 2019. We incurred a net loss attributable to Surgery Partners, Inc. of $32.5 million for the 2020 period, compared to $19.8 million for the 2019 period, primarily attributable to the decline in surgical case volume that began in mid-March due to the COVID-19 pandemic.

Revenues. Revenues for the three months ended June 30, 2020 compared to the three months ended June 30, 2019 were as follows (dollars in millions):

	Three Months Ended June 30, 2020	Three Months Ended June 30, 2019
Patient service revenues	$ 369.1	$ 439.5
Optical service revenues	0.5	1.0
Other service revenues	5.1	4.9
Total revenues	$ 374.7	$ 445.4

Patient service revenues decreased 16.0% to $369.1 million for the three months ended June 30, 2020 compared to $439.5 million for the three months ended June 30, 2019. The decrease of 16.0% was driven by a 38.6% decrease in same-facility case volume primarily due to the impacts of COVID-19 that began in mid-March, partially offset by a 32.4% increase in revenue per case. Same-facility revenue per case growth was driven by a favorable surgical case mix as lower acuity cases were some of the first to decline as the COVID-19 crisis developed.

Cost of Revenues. Cost of revenues were $319.3 million for the three months ended June 30, 2020 compared to $340.4 million for the three months ended June 30, 2019. The decrease in costs were primarily attributable to the impacts of the COVID-19 pandemic. As a percentage of revenues, cost of revenues increased to 85.2% for the 2020 period compared to 76.4% for the 2019 period.

General and Administrative Expenses. General and administrative expenses were $25.3 million for the three months ended June 30, 2020 compared to $23.3 million for the three months ended June 30, 2019. As a percentage of revenues, general and administrative expenses increased to 6.8% for the 2020 period compared to 5.2% for the 2019 period. The increase as a percentage of revenues is primarily the result of the decline in revenues driven by the decline in surgical case volume that began in mid-March due to the COVID-19 pandemic.

Depreciation and Amortization. Depreciation and amortization was $23.4 million and $19.1 million for the three months ended June 30, 2020 and 2019, respectively. As a percentage of revenues, depreciation and amortization expenses was 6.2% for the 2020 period compared to 4.3% for the 2019 period. The increase is primarily due to increased capital investments and integration of acquisitions and a de novo hospital completed in 2019.

Loss (Gain) on Disposals and Deconsolidations, Net. The net loss on disposals and deconsolidations was $2.9 million for the 2020 period, related to disposals of other long-lived assets. The net gain on disposals and deconsolidations was $8.2 million for the 2019 period, including a $10.9 million gain on the sale of previously owned real property associated with one of our non-consolidated surgical facility equity method investments, offset by a loss of $2.7 million on disposals of other long-lived assets.

Transaction and Integration Costs. We incurred $4.9 million of transaction and integration costs for the three months ended June 30, 2020 compared to $6.2 million for the three months ended June 30, 2019.

Grant Funds. Grant funds were $43.1 million for the three months ended June 30, 2020. The funds were received based on relief available to eligible health care providers under the provisions of the CARES Act, which is described in further detail above in the section titled "Impact of COVID-19” and in Note 1. “Organization and Summary of Accounting Polices - COVID-19 Pandemic” to our condensed consolidated financial statements included elsewhere in this report. There were no grant funds received for the 2019 period.

Loss on Debt Extinguishment. We incurred a debt extinguishment loss of $11.7 million in connection with issuance of the 2027 Unsecured Notes during the three months ended June 30, 2019. There was no similar loss during the three months ended June 30, 2020. The loss includes the redemption premium paid to redeem the 2021 Unsecured Notes partially offset by the write-off of the unamortized fair value premium as of the redemption date.

Interest *Expense, Net.* Interest expense, net, increased to $49.2 million for the three months ended June 30, 2020 compared to $46.4 million for the three months ended June 30, 2019. The increase primarily relates to the 2020 Incremental Term Loans, which were fully drawn on April 22, 2020 as well as interest on the Revolver during the period it was fully drawn. As a percentage of revenues, interest expense, net was 13.1% for the 2020 period compared to 10.4% for the 2019 period.

Income Tax (Benefit) Expense. The income tax benefit was $0.6 million for the three months ended June 30, 2020 compared to expense of $1.0 million for the 2019 period. The effective tax rate was 13.3% for the three months ended June 30, 2020 compared to 11.0% for the three months ended June 30, 2019. Based upon the application of interim accounting guidance, the tax rate as a percentage of net income after income attributable to non-controlling interests will vary based upon the relative net income from period to period.

Net Income Attributable to Non-Controlling Interests. Net income attributable to non-controlling interests was $28.6 million for the three months ended June 30, 2020 compared to $27.9 million for the three months ended June 30, 2019. As a percentage of revenues, net income attributable to non-controlling interests was 7.6% in the 2020 period and 6.3% for the 2019 period.

Six Months Ended June 30, 2020 Compared to Six Months Ended June 30, 2019

The following table summarizes certain results from the statements of operations for the six months ended June 30, 2020 and 2019 (dollars in millions):

	Six Months Ended June 30,	
	2020	**2019**
Revenues	$ 815.7	$ 862.2
Operating expenses:		
Cost of revenues	685.5	666.5
General and administrative expenses	48.1	45.0
Depreciation and amortization	45.2	37.9
Income from equity investments	(4.5)	(4.2)
Loss (gain) on disposals and deconsolidations, net	6.4	(7.6)
Transaction and integration costs	10.4	8.2
Grant funds	(43.1)	—
Litigation settlement	1.2	—
Loss on debt extinguishment	—	11.7
Other income	(1.7)	(0.4)
Total operating expenses	747.5	757.1
Operating income	68.2	105.1
Tax receivable agreement expense	—	(2.4)
Interest expense, net	(96.3)	(88.4)
(Loss) income before income taxes	(28.1)	14.3
Income tax (benefit) expense	(15.8)	2.7
Net (loss) income	(12.3)	11.6
Less: Net income attributable to non-controlling interests	(47.7)	(51.5)
Net loss attributable to Surgery Partners, Inc.	$ (60.0)	$ (39.9)

Overview. During the six months ended June 30, 2020, our revenues decreased 5.4% to $815.7 million compared to $862.2 million for the six months ended June 30, 2019. We incurred a net loss attributable to Surgery Partners, Inc. of $60.0 million for the 2020 period, compared to $39.9 million for the 2019 period, primarily attributable to the decline in surgical case volume that began in mid-March due to the COVID-19 pandemic.

Revenues. Revenues for the six months ended June 30, 2020 compared to the six months ended June 30, 2019 were as follows (dollars in millions):

	Six Months Ended June 30,	
	2020	**2019**
Patient service revenues	$ 803.7	$ 850.3
Optical service revenues	1.3	2.1
Other service revenues	10.7	9.8
Total revenues	$ 815.7	$ 862.2

Patient service revenues decreased 5.5% to $803.7 million for the six months ended June 30, 2020 compared to $850.3 million for the six months ended June 30, 2019. The decrease of 5.5% was driven by a 23.7% decrease in same-facility case volume primarily due to the impacts of COVID-19 that began in mid-March, partially offset by a 32.4% increase in revenue per case. Same-facility revenue per case growth was driven by a favorable surgical case mix as lower acuity cases were some of the first to decline as the COVID-19 crisis developed.

Cost of Revenues. Cost of revenues were $685.5 million for the six months ended June 30, 2020 compared to $666.5 million for the six months ended June 30, 2019. The increase in costs were primarily attributable to our 2020 and 2019 acquisitions and an increase in supply costs associated with higher acuity surgical case volumes. As a percentage of revenues, cost of revenues increased to 84.0% for the 2020 period compared to 77.3% for the 2019 period.

General and Administrative Expenses. General and administrative expenses were $48.1 million for the six months ended June 30, 2020 compared to $45.0 million for the six months ended June 30, 2019. As a percentage of revenues, general and administrative expenses was 5.9% for the 2020 period compared to 5.2% for the 2019 period.

Depreciation and Amortization. Depreciation and amortization was $45.2 million and $37.9 million for the six months ended June 30, 2020 and 2019, respectively. As a percentage of revenues, depreciation and amortization expenses was 5.5% for the 2020 period compared to 4.4% for the 2019 period. The increase is primarily due to increased capital investments and integration of acquisitions and a de novo hospital completed in 2019.

Loss (Gain) on Disposals and Deconsolidations, Net. The net loss on disposals and deconsolidations was $6.4 million for the 2020 period, including a net loss of $3.1 million on the sale of interests in surgical facilities and $3.3 million related to disposals of other long-lived assets. The net gain on disposals and deconsolidations was $7.6 million for the 2019 period, related to disposals of other long-lived assets.

Transaction and Integration Costs. We incurred $10.4 million of transaction and integration costs for the six months ended June 30, 2020 compared to $8.2 million for the six months ended June 30, 2019. The increase primarily relates to costs for ongoing development initiatives, divestitures completed in 2020 and the integration of acquisitions we completed in 2020 and 2019.

Grant Funds. Grant funds were $43.1 million for the six months ended June 30, 2020. The funds were received based on relief available to eligible health care providers under the provisions of the CARES Act, which is described in further detail above in the section titled "Impact of COVID-19" and in Note 1. "Organization and Summary of Accounting Polices - COVID-19 Pandemic" to our condensed consolidated financial statements included elsewhere in this report. There were no grant funds received for the 2019 period.

Litigation settlement. Litigation settlement costs were $1.2 million for the six months ended June 30, 2020, related to the resolution of the government investigation, as discussed in Note 9. "Commitments and Contingencies" to our condensed consolidated financial statements included elsewhere in this report. There were no litigation costs for the 2019 period.

Loss on Debt Extinguishment. We incurred a debt extinguishment loss of $11.7 million in connection with issuance of the 2027 Unsecured Notes during the six months ended June 30, 2019. There was no debt extinguishment loss during the three months ended June 30, 2020. The loss includes the redemption premium paid to redeem the 2021 Unsecured Notes partially offset by the write-off of the unamortized fair value premium as of the redemption date.

Interest *Expense, Net.* Interest expense, net, increased to $96.3 million for the six months ended June 30, 2020, compared to $88.4 million for the six months ended June 30, 2019. The increase primarily relates to the issuance of $430.0 million in senior unsecured notes effective April 11, 2019. As a percentage of revenues, interest expense, net was 11.8% for the 2020 period compared to 10.3% for the 2019 period.

Income Tax (Benefit) Expense. The income tax benefit was $15.8 million and expense was $2.7 million for the six months ended June 30, 2020 and 2019, respectively. The effective tax rate was 56.2% for the six months ended June 30, 2020 compared to 18.9% for the six months ended June 30, 2019. The higher effective tax rate for the 2020 period was primarily due to discrete tax benefits of approximately $11.9 million attributable to (a) the release of federal and state valuation allowances on the Company's IRC Section 163(j) interest carryforwards as a result of the increase in deductible interest expense allowed under the CARES Act; and (b) the Settlement Agreement, as discussed in Note 9. "Commitments and Contingencies" to our condensed consolidated financial statements included elsewhere in this report, which provided that a portion of the final settlement amount was "restitution" for income tax purposes. Based upon the application of interim accounting guidance, the tax rate as a percentage of net income after income attributable to non-controlling interests will vary based upon the relative net income from period to period.

Net Income Attributable to Non-Controlling Interests. Net income attributable to non-controlling interests was $47.7 million for the six months ended June 30, 2020 compared to $51.5 million for the six months ended June 30, 2019. As a percentage of revenues, net income attributable to non-controlling interests was 5.8% in the 2020 period and 6.0% for the 2019 period.

Liquidity and Capital Resources

Operating Activities

The primary source of our operating cash flow is the collection of accounts receivable from federal and state agencies (under the Medicare and Medicaid programs), private insurance companies and individuals. During the six months ended June 30, 2020, our cash flow provided by operating activities was $211.1 million compared to $47.2 million in the six months ended June 30, 2019 primarily attributable to stimulus funds received under the CARES Act as well as actions taken to significantly reduce cash operating expenses and defer non-essential expenditures at the height of the crisis.

Investing Activities

Net cash used in investing activities during the six months ended June 30, 2020, was $22.5 million, which included $19.9 million related to purchases of property and equipment. We paid $12.4 million in cash for acquisitions (net of cash acquired), which included a surgical facility in a new market and three surgical facilities in existing markets that were merged into existing facilities. Additionally, we received cash proceeds of $9.4 million related to the sale of our interests in two surgery centers, one of which was previously accounted for as an equity method investment.

Net cash used in investing activities during the six months ended June 30, 2019 was $42.9 million, which included $31.8 million related to purchases of property and equipment. We paid $13.2 million in cash for acquisitions (net of cash acquired), which primarily included a surgical facility and physician practice. Further, we paid $15.2 million in cash for a non-controlling interest in four surgical facilities accounted for as equity method investments and we received cash proceeds of $17.6 million related to the sale of previously owned real property associated with one of our non-consolidated equity method investments

Financing Activities

Net cash provided by financing activities during the six months ended June 30, 2020 was $45.0 million. During this period, we made distributions to non-controlling interest holders of $51.7 million and payments related to ownership transactions with consolidated affiliates of $1.9 million. Additionally, we made repayments on our long-term debt of $182.8 million, which was offset by borrowings of $288.2 million.

Net cash used in financing activities during the six months ended June 30, 2019 was $71.2 million. During this period, we made distributions to non-controlling interest holders of $60.9 million and received cash related to ownership transactions with consolidated affiliates of $1.2 million. Further, we made repayments on our long-term debt of $422.8 million, which was offset by borrowings of $438.9 million. In connection with the issuance of the 2027 Unsecured Notes and redemption of the existing 2021 Unsecured Notes, we paid debt issuance costs of $8.8 million and paid a redemption premium of $17.8 million.

Debt

As of June 30, 2020, the carrying value of our total indebtedness was $2.686 billion, which includes unamortized fair value discount of $4.1 million and unamortized deferred financing costs of $16.6 million.

Term Loan and Revolving Credit Facility

As of June 30, 2020, we had term loan borrowings with a carrying value of $1.547 billion, consisting of outstanding aggregate principal of $1.551 billion and unamortized fair value discount of $4.1 million (the "Term Loan"). The Term Loan matures on August 31, 2024. The Term Loan amortizes in equal quarterly installments of 0.25% of the aggregate original principal amount of the Term Loan.

We have a Revolver providing for revolving borrowings of up to $120.0 million. The Revolver will mature on August 31, 2022. As of June 30, 2020, our availability on the Revolver was $113.2 million (including outstanding letters of credit of $6.8 million).

The Revolver may be utilized for working capital, capital expenditures and general corporate purposes. Subject to certain conditions and requirements set forth in the credit agreement, we may request one or more additional incremental term loan facilities or one or more increases in the commitments on the Revolver.

The Revolver and the Term Loan, together the "Senior Secured Credit Facilities" bear interest at a rate per annum equal to (x) LIBOR plus a margin ranging from 3.00% to 3.25% per annum, depending on our first lien net leverage ratio or (y) an alternate base rate (which will be the highest of (i) the prime rate, (ii) 0.5% per annum above the federal funds effective rate and (iii) one-month LIBOR plus 1.00% per annum (solely with respect to the Term Loan, the alternate base rate shall not be less than 2.00% per annum)) plus a margin ranging from 2.00% to 2.25% per annum. In addition, we are required to pay a commitment fee of 0.50% per annum in respect of unused commitments on the Revolver.

On April 22, 2020, we entered into a second incremental term loan amendment, which amended and supplemented the existing credit agreement, to provide for an incremental borrowing of $120.0 million. The incremental amounts were fully drawn on April 22, 2020, and are included in the term loan borrowings discussed above.

On April 16, 2020, we entered into a third amendment to our credit agreement, which amended and supplemented financial covenants applicable to the Revolver under the credit agreement. Pursuant to the third amendment, the Company's requirement to comply with a maximum consolidated total net leverage ratio will be waived for the remainder of 2020. Additionally, for the first three quarters of 2021, the third amendment provides for an alternative calculation for the maximum consolidated total net leverage ratio where the trailing four quarter basis may be negatively impacted by the impacts of COVID-19. The third amendment became effective concurrently with the funding of the incremental term loans on April 22, 2020, discussed above.

Senior Unsecured Notes

We have $430.0 million aggregate principal amount of senior unsecured notes due April 15, 2027 (the "2027 Unsecured Notes"). The 2027 Unsecured Notes bear interest at the rate of 10.000% per year, payable semi-annually on April 15 and October 15 of each year.

On July 30, 2020, we issued an additional $115.0 million aggregate principal amount of 10.000% senior unsecured notes due 2027 at 100.75% of the principal amount. The notes were issued as part of the same series as the 2027 Unsecured Notes originally issued in April 2019. See Note 11. "Subsequent Events" to our condensed consolidated financial statements included elsewhere in this report for a further discussion of the senior unsecured notes.

We have $370.0 million aggregate principal amount of senior unsecured notes due July 1, 2025 outstanding (the "2025 Unsecured Notes"). The 2025 Unsecured Notes bear interest at the rate of 6.750% per year, payable semi-annually on January 1 and July 1 of each year.

Other Debt

We and certain of our subsidiaries have other debt consisting of outstanding bank indebtedness of $111.6 million, which is collateralized by the real estate and equipment owned by the surgical facilities to which the loans were made, and right-of-use finance lease obligations of $244.1 million for which we are liable to various vendors for several property and equipment leases classified as finance leases.

Capital Resources

In addition to cash flows from operations, available cash and capacity on our Revolver, other sources of capital include funds we have received under the CARES Act as well as continued access to the capital markets.

As previously noted in Note 1. "Organization and Summary of Accounting Policies" to our condensed consolidated financial statements included elsewhere in this report, as of June 30, 2020, we received relief via the CARES Act, including approximately $48 million in direct grant payments and approximately $120 million of accelerated payments pursuant to the Medicare Accelerated and Advance Payment Program. The direct grant payments are not required to be repaid, subject to certain terms and conditions, while payments received under the Medicare Accelerated and Advance Payment Program are required to be repaid. Additionally, the CARES Act permits the deferral of payment of the social security payroll tax match for the remainder of 2020, with half of the deferred amount due December 2021 and the other half due December 2022. As of June 30, 2020, the Company has deferred approximately $4.3 million, included as a component of accrued payroll and benefits in the condensed consolidated balance sheets as of June 30, 2020. We believe that deferral of the social security payroll tax match, which we began doing in April 2020, along with the funds received under the CARES Act as noted above, have positively impacted our cash flows from operations during 2020.

Summary

The COVID-19 pandemic has resulted in, and may continue to result in, significant disruptions of financial and capital markets, which could reduce our ability to access capital and negatively affect our liquidity in the future. Additionally, while we have received grants and accelerated payments under the CARES Act and other government assistance programs and may receive additional amounts in the future, there is no assurance regarding the extent to which anticipated negative impacts arising from the COVID-19 pandemic will be offset by amounts and benefits received under the CARES Act or future legislation.

Although we have seen continued improvement in surgical case volumes as states begin to re-open and allow for non-emergent procedures, broad economic factors resulting from the current COVID-19 pandemic, including increasing unemployment rates and reduced consumer spending, could negatively affect our payor mix, increase the relative proportion of lower margin services we provide and reduce patient volumes, as well as diminish our ability to collect outstanding receivables. Business closings and layoffs in the areas in which we operate may lead to increases in the uninsured and underinsured populations and adversely affect demand for our services, as well as the ability of payors to pay for services as rendered. Any increase in the amount or deterioration in the collectability of patient accounts receivable will adversely affect our cash flows and results of operations, requiring an increased level of working capital. If general economic conditions continue to deteriorate or remain uncertain for an extended period of time, our liquidity and ability to repay our outstanding debt may be harmed.

Based on our current level of operations, we believe cash flow from operations, available cash, available capacity on our Revolver, the incremental term loan borrowings and recent issuance of new notes discussed above, funds we have received under the CARES Act, funds we may receive in the future and continued access to capital markets, together with the cost cutting steps taken in response to the impact of COVID-19, as discussed in Item 1A. "Risk Factors" elsewhere in this report, will be adequate to meet our short-term (i.e., 12 months) liquidity needs.

Certain Non-GAAP Metrics

Adjusted EBITDA is not a measurement of financial performance under GAAP and should not be considered in isolation or as a substitute for net income, operating income or any other measure calculated in accordance with GAAP. The items excluded from this non-GAAP metric are significant components in understanding and evaluating our financial performance. We believe such adjustments are appropriate, as the magnitude and frequency of such items can vary significantly and are not related to the assessment of normal operating performance. Our calculation of Adjusted EBITDA may not be comparable to similarly titled measures reported by other companies.

When we use the term "Adjusted EBITDA," we are referring to income before income taxes, adjusted for net income attributable to non-controlling interests, depreciation and amortization, interest expense, net, equity-based compensation expense, transaction, integration and acquisition costs, net loss on disposals and deconsolidations, litigation settlement and other litigation costs, gain on escrow release, loss on debt extinguishment and tax receivable agreement expense. We use Adjusted EBITDA as a measure of financial performance. Adjusted EBITDA is a key measure used by our management to assess operating performance, make business decisions and allocate resources.

The following table reconciles Adjusted EBITDA to (loss) income before income taxes, the most directly comparable GAAP financial measure (in millions and unaudited):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2020	2019	2020	2019
Condensed Consolidated Statements of Operations Data:				
(Loss) income before income taxes	$ (4.5)	$ 9.1	$ (28.1)	$ 14.3
Plus (minus):				
Net income attributable to non-controlling interests	(28.6)	(27.9)	(47.7)	(51.5)
Depreciation and amortization	23.4	19.1	45.2	37.9
Interest expense, net	49.2	46.4	96.3	88.4
Equity-based compensation expense	3.4	3.0	6.9	4.9
Transaction, integration and acquisition costs (1)	10.1	8.0	22.7	11.5
Loss (gain) on disposals and deconsolidations, net	2.9	(8.2)	6.4	(7.6)
Litigation settlement and other litigation costs (2)	2.3	—	3.8	—
Gain on escrow release (3)	—	—	(0.8)	—
Loss on debt extinguishment	—	11.7	—	11.7
Tax receivable agreement expense	—	—	—	2.4
Adjusted EBITDA	$ 58.2	$ 61.2	$ 104.7	$ 112.0

(1) For the three months ended June 30, 2020 and 2019, this amount includes transaction and integration costs of $4.9 million and $6.2 million, respectively, and acquisition and start-up costs related to a de novo surgical hospital of $5.2 million and $1.8 million, respectively. For the six months ended June 30, 2020 and 2019, this amount includes transaction and integration costs of $10.4 million and $8.2 million, respectively, and acquisition and start-up costs related to a de novo surgical hospital of $12.3 million and $3.3 million, respectively.

(2) For the three months ended June 30, 2020, this amount includes other litigation costs of $2.3 million, with no comparable costs in the same 2019 period. For the six months ended June 30, 2020, this amount includes litigation settlements of $1.2 million and other litigation costs of $2.6 million, with no comparable costs in the same 2019 period.

(3) Included in other income in the condensed consolidated statement of operations for the six months ended June 30, 2020, with no comparable gain in the same 2019 period.

We use Credit Agreement EBITDA as a measure of liquidity and to determine our compliance under certain covenants pursuant to our credit facilities. Credit Agreement EBITDA is determined on a trailing twelve-month basis. We have included it because we believe that it provides investors with additional information about our ability to incur and service debt and make capital expenditures. Credit Agreement EBITDA is not a measurement of liquidity under GAAP and should not be considered in isolation or as a substitute for any other measure calculated in accordance with GAAP. The items excluded from Credit Agreement EBITDA are significant components in understanding and evaluating our liquidity. Our calculation of Credit Agreement EBITDA may not be comparable to similarly titled measures reported by other companies.

When we use the term “Credit Agreement EBITDA,” we are referring to Adjusted EBITDA, as defined above, further adjusted for acquisitions and synergies. These adjustments do not relate to our historical financial performance and instead relate to estimates compiled by our management and calculated in conformance with the definition of “Consolidated EBITDA” used in the credit agreements governing our credit facilities.

The following table reconciles Credit Agreement EBITDA to cash flows from operating activities, the most directly comparable GAAP financial measure (in millions and unaudited):

	Twelve Months Ended June 30, 2020
Cash flows from operating activities	$ 293.4
Plus (minus):	
Non-cash interest income, net	(4.6)
Non-cash lease expense	(40.5)
Deferred income taxes	9.9
Changes in operating assets and liabilities, net of acquisitions and divestitures	(123.5)
Income tax expense	(9.0)
Net income attributable to non-controlling interests	(116.1)
Interest expense, net	186.8
Transaction, integration and acquisition costs	47.3
Litigation settlement and other litigation costs	8.4
Gain on escrow release	(0.8)
Acquisitions and synergies (1)	72.5
Credit Agreement EBITDA	$ 323.8

(1) Represents impact of acquisitions as if each acquisition had occurred on July 1, 2019. Further this includes revenue synergies from other business initiatives, de novo facilities and an adjustment for the effects of adopting the new lease accounting standard, as defined in the credit agreement governing the Senior Secured Credit Facilities.

Recent Accounting Pronouncements

Please refer to Note 1. "Organization and Summary of Accounting Policies" to our condensed consolidated financial statements included elsewhere in this report for a discussion of the impact of the adoption of recently issued accounting standards.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

We are subject to market risk primarily from exposure to changes in interest rates based on our financing, investing and cash management activities. We utilize a balanced mix of maturities along with both fixed rate and variable rate debt to manage our exposures to changes in interest rates. Additionally, we periodically enter into interest rate swap agreements to manage our exposure to interest rate fluctuations. Our interest rate swap agreements involve the exchange of fixed and variable rate interest payments between two parties, based on common notional principal amounts and maturity dates. The notional amounts of the swap agreements represent balances used to calculate the exchange of cash flows and are not our assets or liabilities. Our credit risk related to these agreements is considered low because the swap agreements are with creditworthy financial institutions. The interest payments under these agreements are settled on a net basis. These derivatives have been recognized in the financial statements at their respective fair values. Changes in the fair value of these derivatives, which are designated as cash flow hedges, are included in other comprehensive income.

Our variable rate debt instruments are primarily indexed to the prime rate or LIBOR. Interest rate changes would result in gains or losses in the market value of our fixed rate debt portfolio due to differences in market interest rates and the rates at the inception of the debt agreements. Based on our indebtedness and the effect of our interest rate swap agreements at June 30, 2020, a 100 basis point interest rate change would impact our net earnings and cash flow by approximately $3.5 million annually. Although there can be no assurances that interest rates will not change significantly, we do not expect changes in interest rates to have a material effect on our net earnings or cash flows in 2020 based on our indebtedness at June 30, 2020.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

An evaluation was performed under the supervision and with the participation of our management, including the chief executive officer and the chief financial officer, of the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities and Exchange Act of 1934, as amended) as of June 30, 2020. Based on that evaluation, our chief executive officer and chief financial officer concluded that our disclosure controls and procedures were effective.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting during the quarter ended June 30, 2020 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

Item 1. *Legal Proceedings*

Stockholder Litigation. On December 4, 2017, a purported Company stockholder filed an action in the Delaware Court of Chancery (the "Delaware Action"). That action is captioned Klein v. H.I.G. Capital, L.L.C., et al., C.A. No. 2017-0862. The plaintiff in the Delaware Action asserted claims against (i) certain current and former members of the Company’s Board of Directors (together, the "Directors"); (ii) H.I.G. Capital, LLC and certain of its affiliates (collectively, "H.I.G."); and (iii) Bain Capital Private Equity, L.P. and certain of its affiliates (collectively, "Bain Capital" and, together with the Directors and H.I.G., the "Defendants"). The plaintiff asserted derivative claims on behalf of the Company, which is a nominal defendant in the Delaware Action, as well as putatively direct claims on behalf of a purported class of Company stockholders. The plaintiff in the Delaware Action asserted that the Defendants breached their fiduciary duties in connection with the transactions in which (i) the Company acquired National Surgical Healthcare; (ii) Bain Capital acquired preferred equity in the Company; and (iii) Bain Capital acquired H.I.G.'s equity stake in the Company, and that, in the alternative, Bain Capital aided and abetted those purported breaches. The plaintiff also asserted an unjust enrichment claim against Bain Capital.

On January 2, 2018, the Defendants moved to dismiss the plaintiff’s complaint. On December 19, 2018, the Court of Chancery issued a decision on that motion. Following that decision, all of the Directors have been dismissed from the Delaware Action. The Court did not dismiss the plaintiff’s breach of fiduciary duty claim against H.I.G. or the aiding and abetting claim asserted against Bain Capital. However, the Court dismissed the plaintiff’s breach of fiduciary duty and unjust enrichment claims against Bain Capital. In addition, the Court dismissed all of the plaintiff’s claims that were asserted on behalf of a putative class of Company stockholders. Accordingly, all of the plaintiff’s remaining claims in the Delaware Action are asserted derivatively on the Company’s behalf. The plaintiff has continued to pursue those derivative claims, and the parties to the Delaware Action are engaged in discovery.

Government Investigation. On October 23, 2017, the Company received several CIDs from the federal government under the FCA for documents and information dating back to January 1, 2010 relating to the medical necessity of certain drug tests conducted by the Company’s physicians and submitted to laboratories owned and operated by the Company. In addition, the Company was informed by the CMS that payments to Logan Labs were suspended for a period of time, pending further investigation by CMS. CMS lifted the suspension as of December 18, 2019. On January 23, 2020, the United States District Court for the Middle District of Florida unsealed the Complaint in the case of Cho et al. ex rel. United States v. Surgery Partners et al., which was related to the investigation that gave rise to the CIDs.

On April 14, 2020, Logan Labs and Tampa Pain entered into the Settlement Agreement with the United States of America. See Note 9. "Commitments and Contingencies" to our condensed consolidated financial statements included elsewhere in this report for further discussion on the Settlement Agreement.

Other Litigation. In addition, we are, from time to time, subject to claims and suits, or threats of claims or suits, relating to our business, including claims for damages for personal injuries, breach of management contracts and employment related claims. In certain of these actions, plaintiffs request payment for damages, including punitive damages, which may not be covered by insurance or may otherwise have a material adverse effect on our business or results of operations.

See Note 9. "Commitments and Contingencies" for additional information regarding pending legal proceedings, which information is incorporated herein by reference.

Item 1A. *Risk Factors*

There have been no material changes with respect to the risk factors discussed in our 2019 Annual Report on Form 10-K and our Quarterly Report on Form 10-Q for the quarter ended March 31, 2020, except for the following:

The COVID-19 global pandemic continues to significantly affect our operations, business and financial condition, and our liquidity could continue to be negatively impacted further if the United States economy remains unstable for a significant amount of time or it takes an extended period for patient volumes at our facilities to recover to pre-COVID-19 pandemic levels.

The COVID-19 pandemic is significantly affecting our facilities, employees, patients, communities, business operations and financial performance, as well as the United States economy and financial markets. On March 18, 2020, we reported that we had withdrawn our previously announced full-year 2020 outlook and on April 15, 2020, we filed a Current Report on Form 8-K providing additional disclosure about the impact of the pandemic on our operations. The COVID-19 crisis is still rapidly evolving and much of its impact remains unknown and difficult to predict; however, it has adversely affected our business operations in recent months, has materially impacted our financial performance for the second quarter of 2020, and potentially could negatively impact our financial performance for the year ending December 31, 2020 or longer.

We are taking or supporting measures to try to slow the spread and minimize the impact of the virus. Many of these measures are adversely impacting our business and likely will have an adverse impact on our financial results that we are not currently able to quantify. For example, due in part to local, state and federal guidelines as well as recommendations from major medical societies regarding social distancing and self-quarantines in response to the COVID-19 pandemic, we cancelled or postponed a substantial percentage of the elective procedures scheduled at our facilities and reduced operating hours at a significant number of our facilities. As a result, our facilities experienced significantly lower surgical case volume, which was more significant at the beginning of the second quarter and has improved gradually as states re-open and allow for non-emergent procedures. The impact on our surgical facilities varies based on the market in which the facility operates, the type of surgical facility and the procedures that are typically performed. It is difficult to predict the duration of this lower surgical case volume and, while governmental restrictions are beginning to ease in certain areas of the United States, other areas are experiencing a surge in COVID-19 cases and are imposing or considering the imposition of additional restrictions in response. We cannot predict the timing of the potential recapture of cancelled or postponed procedures, if any.

Even after taking into account actions that we are taking intended to increase financial flexibility, the volume reductions we are experiencing have resulted in materially higher losses and material decreases in Adjusted EBITDA during the second quarter of 2020 and may potentially continue to do so for subsequent quarters. We cannot predict if or when utilization may return to pre-pandemic levels. Additionally, some of our actions to increase liquidity could result in increased expenses, reduced employee morale, labor unrest and work stoppages or other workforce disruptions.

We are experiencing, and could continue to experience, supply chain disruptions, including shortages, delays, and could experience significant price increases, in equipment, pharmaceuticals and medical supplies, particularly personal protective equipment or PPE. Staffing, equipment, and pharmaceutical and medical supplies shortages may also impact our ability to serve patients at our facilities.

Broad economic factors resulting from the current COVID-19 pandemic, including increasing unemployment rates and reduced consumer spending, could also negatively affect our payor mix, increase the relative proportion of lower margin services we provide and reduce patient volumes, as well as diminish our ability to collect outstanding receivables. Business closings and layoffs in the areas in which we operate may lead to increases in the uninsured and underinsured populations and adversely affect demand for our services, as well as the ability of patients and other payors to pay for services as rendered. Any increase in the amount or deterioration in the collectability of patient accounts receivable will adversely affect our cash flows and results of operations, requiring an increased level of working capital. If general economic conditions continue to deteriorate or remain uncertain or diminished for an extended period of time, our liquidity and ability to repay our outstanding debt may be harmed.

In addition, our results and financial condition may be further adversely affected by future federal or state laws, regulations, orders, or other governmental or regulatory actions addressing the current COVID-19 pandemic or the United States health care system, which, if adopted, could result in direct or indirect restrictions to our business, financial condition, results of operations and cash flow**.**

Furthermore, the COVID-19 pandemic has caused disruption in the financial markets and the businesses of financial institutions. These factors have caused a slowdown in the decision-making of these institutions, which may affect the timing on which we may obtain any additional funding. As a result of these factors, there can be no assurance that we will be able to access additional funds on terms acceptable to us, if at all.

The foregoing and other continued disruptions to our business as a result of the COVID-19 pandemic (including the potential resurgences of COVID-19 in jurisdictions currently engaged in reopening) have had and are likely to continue to have a material adverse effect on our business and could have a material adverse effect on our results of operations, financial condition, cash flows and our ability to service our indebtedness. Additionally, the COVID-19 pandemic (including governmental responses, broad economic impacts and market disruptions) has heightened the materiality of certain other risk factors described in our 2019 Annual Report on Form 10-K.

Finally, although we have received grants and accelerated payments under the CARES Act, we are reviewing and intend to seek any additional available benefits in the future under the CARES Act, the New PPP Act or any future legislation passed that could benefit us. We cannot predict the manner in which such future benefits will be allocated or administered, and we cannot assure you that we will be able to access such benefits in a timely manner or at all. Certain of the programs we seek to access under the CARES Act have not previously been administered on the present scale or at all. Government or third party program administrators may be unable to cope with the volume of applications in the near term and any future benefits we receive may impose additional conditions and restrictions on our operations or may otherwise provide less relief than we contemplate. Accessing these programs and our response to the COVID-19 pandemic have required our management team to devote extensive resources and is likely to continue to do so in the near future, which may negatively affect our ability to implement our business plan and respond to opportunities.

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

The following table presents information related to our repurchases of common stock for the periods indicated:

	Total Number of Shares Purchased (1)	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Program
(dollars in millions, except per share amounts)				
April 1, 2020 to April 30, 2020	—	$ —	—	$ 46.0
May 1, 2020 to May 31, 2020	236	$ 10.82	—	$ 46.0
June 1, 2020 to June 30, 2020	783	$ 10.47	—	$ 46.0
Total	1,019	$ 10.55	—	$ 46.0

(1) Shares delivered to or withheld by us in connection with employee payroll tax withholding upon exercise or vesting of stock awards.

Item 3. ***Defaults Upon Senior Securities***

None.

Item 4. ***Mine Safety Disclosures***

Not applicable.

Item 5. ***Other Information***

None.

Item 6. ***Exhibits***

No.	Description
10.1	Surgery Partners, Inc. Cash Incentive Plan, as amended and restated effective January 1, 2020.
10.2	Surgery Partners, Inc. 2015 Omnibus Incentive Plan, as amended and restated effective January 1, 2020.
10.3	Settlement Agreement regarding Logan Laboratories, LLC and Tampa Pain Relieve Centers, Inc., dated April 14, 2020 (incorporated herein by reference to Exhibit 10.4 to the Company’s Quarterly Report on Form 10-Q filed May 11, 2020).
10.4	Third Amendment to the Credit Agreement, dated as of April 16, 2020, by and among SP Holdco I, Inc., Surgery Center Holdings, Inc., Jefferies Finance LLC and the other lenders party thereto (incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed April 22, 2020).
10.5	Second Incremental Term Loan Amendment, dated as of April 22, 2020, by and among SP Holdco I, Inc., Surgery Center Holdings, Inc., Jefferies Finance LLC and the other guarantors and lenders party thereto (incorporated herein by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed April 22, 2020).
31.1	Certification of Principal Executive Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act, as amended as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Principal Financial Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act, as amended as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	Inline XBRL Taxonomy Extension Instance Document - the instance document does not appear in the interactive data file because its XBRL tags are embedded within the inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	The cover page from the Company’s Quarterly Report on Form 10-Q for the quarter ended June 30, 2020, formatted in Inline XBRL (included in Exhibit 101).

SIGNATURES

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

SURGERY PARTNERS, INC.

By: /s/ Thomas F. Cowhey
Thomas F. Cowhey
Executive Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

Date: August 5, 2020

SURGERY PARTNERS, INC.
CASH INCENTIVE PLAN

1. PURPOSE

This Cash Incentive Plan (the "Plan") has been established to advance the interests of Surgery Partners, Inc. (the "Company") by providing for the grant of Cash Incentive Awards (as defined below) to eligible employees of the Company and its affiliates that are generally based on performance. The Plan was amended on March 18, 2020. This amendment and restatement of the Plan shall be effective for awards granted on or after January 1, 2020.

2. ADMINISTRATION

The Plan will be administered by the Committee and its delegates (the Committee and its delegates, to the extent of such delegation, are referred to herein as the "Administrator"). For purposes of the Plan, "Committee" means the Compensation Committee of the Board of Directors of the Company. The Administrator has the authority to interpret the Plan and Cash Incentive Awards, to determine eligibility for Cash Incentive Awards, to determine the terms of and the conditions applicable to any Cash Incentive Award, and generally to do all things necessary to administer the Plan. Any interpretation or decision by the Administrator with respect to the Plan or any Cash Incentive Award will be final and conclusive as to all parties.

3. ELIGIBILITY; PARTICIPANTS

The Administrator will select from among the executive officers and other key employees of the Company and its affiliates those employees who will from time to time participate in the Plan (each, a "Participant"). Participation with respect to one Cash Incentive Award under the Plan will not entitle an individual to participate with respect to a subsequent Cash Incentive Award or Cash Incentive Awards, if any, and will not entitle a Participant to continued employment or constitute the basis for any claim of damages in connection with a termination of employment or otherwise.

4. GRANT OF AWARDS

The term "Cash Incentive Award" as used in the Plan means an award opportunity that is payable in cash and is granted to a Participant with respect to a specified performance period (consisting of the Company's fiscal year or such other period as the Administrator may determine, each a "Performance Period"). A Participant who is granted a Cash Incentive Award will be entitled to a payment, if any, under the Cash Incentive Award only if all conditions to payment have been satisfied in accordance with the Plan and the terms of the Cash Incentive Award. By accepting (or, under such rules as the Administrator may prescribe, being deemed to have accepted) a Cash Incentive Award, the Participant agrees (or will be deemed to have agreed) to the terms of the Cash Incentive Award and the Plan. For each Cash Incentive Award, the Administrator shall establish the following:

(a) the Performance Criteria (as defined in Section 5 below) applicable to the Cash Incentive Award;

(b) the amount or amounts that will be payable (subject to adjustment in accordance with Section 6) if the Performance Criteria are achieved; and

(c) such other terms and conditions as the Administrator deems appropriate, subject in each case to the terms of the Plan.

Cash Incentive Awards will be made at the time or times determined by the Committee for each Performance Period. Once the Committee has established the terms of a Cash Incentive Award, it may make adjustments it deems appropriate in the amount of the payment or in the Performance Criteria in the manner described in Section 5.

5. PERFORMANCE CRITERIA

As used in the Plan, “Performance Criteria” means specified criteria, other than the mere continuation of employment or the mere passage of time, the satisfaction of which is a condition for the vesting, payment or full enjoyment of a Cash Incentive Award.

(a) A Performance Criterion and any targets with respect thereto determined by the Administrator need not be based upon an increase, a positive or improved result or avoidance of loss, may consist of individual and/or Company-related goals and may be applied to a Participant or Participants on an individual basis or with respect to a business unit or division or the Company as a whole.

(b) A Performance Criterion will mean a measure of performance relating to any or any combination of the following (measured either absolutely or comparatively (including, without limitation, by reference to an index or indices or a specified peer group) and determined either on a consolidated basis or, as the context permits, on a divisional, subsidiary, facility, line of business, project or geographical basis or in combinations thereof and subject to such adjustments, if any, as the Committee specifies: sales; revenues; assets; expenses; earnings before or after deduction for all or any portion of interest, taxes, depreciation, amortization or equity expense, whether or not on a continuing operations or an aggregate or per share basis; return on equity, investment, capital, capital employed or assets; one or more operating ratios; operating income or profit, including on an after tax basis; borrowing levels, leverage ratios or credit rating; market share; capital expenditures; cash flow; stock price; stockholder return; sales of particular products or services; customer satisfaction; customer acquisition or retention; acquisitions and divestitures (in whole or in part); joint ventures and strategic alliances; spin-offs, split-ups and the like; reorganizations; or recapitalizations, restructurings, financings (issuance of debt or equity) or refinancings.

(c) Performance Criteria may include subjective and non-economic measures and goals that are determined by the Administrator from time to time. A Performance Criterion and any targets with respect thereto determined by the Administrator need not be based upon an increase, a positive or improved result or avoidance of loss.

(d) The Administrator may provide that one or more of the Performance Criteria applicable to such Award will be adjusted to reflect events (for example, the impact of charges for restructurings, discontinued operations, mergers, acquisitions, and other unusual or infrequently occurring items, and the cumulative effects of tax or accounting changes) occurring during the performance period that affect the applicable Performance Criterion or Criteria.

6. DETERMINATION OF AMOUNTS PAYABLE

As soon as practicable after the close of a Performance Period, the Administrator will determine whether and to what extent, if at all, the Performance Criterion or Criteria applicable to a Cash Incentive Award granted for the Performance Period have been satisfied. The Administrator shall then determine the actual payment, if any, under each Cash Incentive Award. The Administrator may, in its sole and absolute discretion and with or without specifying its reasons for doing so, after determining the amount that would otherwise be payable under any Cash Incentive Award for a Performance Period, reduce, adjust or increase the amount payable under such Cash Incentive Award. The Administrator may exercise the discretion described in the immediately preceding sentence either in individual cases or in ways that affect more than one Participant. The actual payment under a Cash Incentive Award may be more or less than the amount indicated by the level of achievement under the Cash Incentive Award. In each case, the Administrator's discretionary determination, which may affect different Cash Incentive Awards differently, will be binding on all parties.

7. PAYMENT UNDER AWARDS

Except as otherwise determined by the Administrator or as otherwise provided in this Section 7, all payments under the Plan will be made, if at all, not later than March 30th of the calendar year following the calendar year in which the Performance Period ends; provided, that the Administrator may authorize elective deferrals of any Cash Incentive Award payments in accordance with the deferral rules of Section 409A of the Code. Payments under the Plan will be made in cash or, at the sole discretion of the Administrator, in the form of an award under the Company's 2015 Omnibus Stock Incentive Plan, or any successor equity incentive program adopted by the Company, (the "Stock Incentive Plan"). Any such award under the Stock Incentive Plan is conditioned on action by the administrator thereof to authorize the award. In addition, as provided in the Stock Incentive Plan and subject to the consent of the Administrator, a Participant may elect to receive payment under a Cash Incentive Award in the form common stock issued through the Stock Incentive Plan. Unless otherwise determined by the Administrator, a Cash Incentive Award payment will not be made unless a Participant has remained employed with the Company and its affiliates through the date of payment.

8. TAX WITHHOLDING; LIMITATION OF LIABILITY

(a) All payments under the Plan will be subject to reduction for applicable tax and other legally or contractually required withholdings.

(b) Neither the Company nor any affiliate, nor the Administrator, nor any person acting on behalf of the Company, any affiliate, or the Administrator, will be liable for any adverse tax or other consequences to any Participant or to the estate or beneficiary of any Participant or to any other holder of a Cash Incentive Award that may arise or otherwise be asserted with respect to a Cash Incentive Award, including, but not limited to, by reason of the application of Section 10 below or any acceleration of income or any additional tax (including any interest and penalties) asserted by reason of the failure of a Cash Incentive Award to satisfy the requirements of Section 409A of the Code or by reason of Section 4999 of the Code, or otherwise asserted with respect to the Cash Incentive Award.

9. AMENDMENT AND TERMINATION

The Committee or the Board of Directors of the Company may amend the Plan at any time and from time to time, and may terminate the Plan at any time.

10. RECOVERY OF PAYMENTS

The Administrator may provide that Cash Incentive Awards will be subject to forfeiture, termination or rescission, and that a Participant will be obligated to return to the Company payments received with respect to a Cash Incentive Award, in connection with (i) a breach by the Participant of a Cash Incentive Award agreement or the Plan, or any non-competition, non-solicitation, confidentiality or similar covenant or agreement with the Company or any of its affiliates or (ii) an overpayment to the Participant of incentive compensation due to inaccurate financial data. Without limiting the generality of the foregoing, the Administrator may recover Cash Incentive Awards and payments under any Cash Incentive Award in accordance with any applicable Company clawback or recoupment policy, as such policy may be amended and in effect from time to time, or as otherwise required by applicable law or applicable stock exchange listing standards, including, without limitation, Section 10D of the Securities Exchange Act of 1934, as amended. Each Participant, by accepting a Cash Incentive Award pursuant to the Plan, agrees to return the full amount required under this Section 10 at such time and in such manner as the Administrator shall determine in its sole discretion, consistent with applicable law.

SURGERY PARTNERS, INC.
2015 OMNIBUS INCENTIVE PLAN

Amended and Restated January 1, 2020

1. DEFINED TERMS

Exhibit A, which is incorporated by reference, defines the terms used in the Plan and sets forth certain operational rules related to those terms.

2. PURPOSE

The Plan has been established to advance the interests of the Company and its Affiliates by providing for the grant to Participants of Stock, Stock-based and other incentive Awards. This amended and restated Plan document is effective for Awards issued on or after January 1, 2020.

3. ADMINISTRATION

The Administrator has discretionary authority to interpret the Plan; determine eligibility for and grant Awards; determine, modify or waive the terms and conditions of any Award; determine the form of settlement of Awards (whether in cash, shares of Stock or other property); prescribe forms, rules and procedures relating to the Plan; and otherwise do all things necessary or appropriate to carry out the purposes of the Plan. Determinations of the Administrator made under the Plan will be conclusive and will bind all parties.

4. LIMITS ON AWARDS UNDER THE PLAN

(a) Number of Shares. Subject to adjustment as provided in Section 7, the maximum number of shares of Stock that may be delivered in satisfaction of Awards under the Plan is 8,315,700 shares. Up to the total number of shares available for Awards to employee Participants may be issued in satisfaction of ISOs, but nothing in this Section 4(a) will be construed as requiring that any, or any fixed number of, ISOs be awarded under the Plan. The limits set forth in this Section 4(a) shall be construed to comply with Section 422. For purposes of this Section 4(a), the number of shares of Stock delivered in satisfaction of Awards will be determined net of shares of Stock withheld by the Company in payment of the exercise price or purchase price of the Award or in satisfaction of tax withholding requirements with respect to the Award and, for the avoidance of doubt, without including any shares of Stock underlying Awards settled in cash or that otherwise expire or become unexercisable without having been exercised or that are forfeited to or repurchased by the Company due to failure to vest. To the extent consistent with the requirements of Section 422 and the regulations thereunder, and with other applicable legal requirements (including applicable stock exchange requirements), Stock issued under awards of an acquired company that are converted, replaced or adjusted in connection with the acquisition shall not reduce the number of shares of Stock available for Awards under the Plan.

(b) Type of Shares. Stock delivered by the Company under the Plan may be authorized but unissued Stock or previously issued Stock acquired by the Company. No fractional shares of Stock will be delivered under the Plan.

(c) Individual Limits. The following additional limits will apply to Awards of the specified type granted, or in the case of Cash Awards, payable to any person in any calendar year:

(1) Stock Options: 500,000 shares of Stock.
(2) SARs: 500,000 shares of Stock.
(3) Awards other than Stock Options, SARs or Cash Awards: 400,000 shares of Stock.
(4) Cash Awards: $5,000,000.

In applying the foregoing limits, all Awards of the specified type granted to the same person in the same calendar year will be aggregated and made subject to one limit.

(d) Non-Employee Director Limits. In the case of a Director, additional limits shall apply such that the maximum grant-date fair value of Stock-denominated Awards granted in any calendar year during any part of which the Director is then eligible under the Plan shall be $400,000, except that such limit for a non-employee Chairman of the Board or lead Director shall be $700,000, in each case, computed in accordance with FASB ASC Topic 718 (or any successor provision). The foregoing additional limits related to Directors shall not apply to any Award or shares of Stock granted pursuant to a Director’s election to receive an Award or shares of Stock in lieu of cash retainers or other fees (to the extent such Award or shares of Stock have a fair value equal to the value of such cash retainers or other fees).

5. ELIGIBILITY AND PARTICIPATION

The Administrator will select Participants from among key Employees and directors of, and consultants and advisors to, the Company and its Affiliates. Eligibility for ISOs is limited to individuals described in the first sentence of this Section 5 who are employees of the Company or of a “parent corporation” or “subsidiary corporation” of the Company as those terms are defined in Section 424 of the Code. Eligibility for Cash Awards is limited to individuals who are Employees. Eligibility for Stock Options other than ISOs is limited to individuals described in the first sentence of this Section 5 who are providing direct services on the date of grant of the Stock Option to the Company or to a subsidiary of the Company that would be described in the first sentence of Section 1.409A-1(b)(5)(iii)(E) of the Treasury Regulations.

6. RULES APPLICABLE TO AWARDS

(a) All Awards.

(1) Award Provisions. The Administrator will determine the terms of all Awards, subject to the limitations provided herein. By accepting (or, under such rules as the Administrator may prescribe, being deemed to have accepted) an Award, the Participant will be deemed to have agreed to the terms of the Award and the Plan. Notwithstanding any provision of this Plan to the contrary, awards of an acquired company that are converted, replaced or adjusted in connection with the acquisition may contain terms and conditions that are inconsistent with the terms and conditions specified herein, as determined by the Administrator.

(2) Term of Plan. No Awards may be made after ten years from the Date of Adoption, but previously granted Awards may continue beyond that date in accordance with their terms.

(3) Transferability. Neither ISOs nor, except as the Administrator otherwise expressly provides in accordance with the last sentence of this Section 6(a)(3), other Awards may be transferred other than by will or by the laws of descent and distribution. During a Participant’s lifetime, ISOs (and, except as the Administrator otherwise expressly provides in accordance with the last sentence of this

Section 6(a)(3), SARs and NSOs) may be exercised only by the Participant. The Administrator may permit the gratuitous transfer (*i.e.*, transfer not for value) of Awards other than ISOs to any transferee eligible to be covered by the provisions of Form S-8 (under the Securities Act of 1933, as amended), subject to such limitations as the Administrator may impose.

(4) Vesting, *etc.* The Administrator will determine the time or times at which an Award will vest or become exercisable and the terms on which a Stock Option or SAR will remain exercisable. Without limiting the foregoing, the Administrator may at any time accelerate the vesting or exercisability of an Award, regardless of any adverse or potentially adverse tax or other consequences resulting from such acceleration. Unless the Administrator expressly provides otherwise, however, the following rules will apply if a Participant's Employment ceases:

(A) Immediately upon the cessation of the Participant's Employment and except as provided in (B) and (C) below, each Stock Option and SAR that is then held by the Participant or by the Participant's permitted transferees, if any, will cease to be exercisable and will terminate and all other Awards that are then held by the Participant or by the Participant's permitted transferees, if any, to the extent not already vested will be forfeited.

(B) Subject to (C) and (D) below, all Stock Options and SARs held by the Participant or the Participant's permitted transferees, if any, immediately prior to the cessation of the Participant's Employment, to the extent then exercisable, will remain exercisable for the lesser of (i) a period of three months or (ii) the period ending on the latest date on which such Stock Option or SAR could have been exercised without regard to this Section 6(a)(4), and will thereupon immediately terminate.

(C) Subject to (D) below, all Stock Options and SARs held by a Participant or the Participant's permitted transferees, if any, immediately prior to the cessation of the Participant's Employment due to his or her death or due to the termination of the Participant's Employment by the Company due to his or her Disability, to the extent then exercisable, will remain exercisable for the lesser of (i) a period of twelve (12) months or (ii) the period ending on the latest date on which such Stock Option or SAR could have been exercised without regard to this Section 6(a)(4), and will thereupon immediately terminate.

(D) All Stock Options and SARs (whether or not exercisable) held by a Participant or the Participant's permitted transferees, if any, immediately prior to the cessation of the Participant's Employment will immediately terminate upon such cessation of Employment if the Participant's Employment is terminated for Cause or the cessation of Employment occurs in circumstances that in the sole determination of the Administrator would have constituted grounds for the Participant's Employment to be terminated for Cause.

(5) Additional Restrictions. The Administrator may cancel, rescind, withhold or otherwise limit or restrict any Award at any time if the Participant is not in compliance with all applicable provisions of the Award agreement and the Plan, or if the Participant breaches any agreement with the Company or its Affiliates with respect to non-competition, non-solicitation or confidentiality. Without limiting the generality of the foregoing, the Administrator may recover Awards made under the Plan and payments or shares of Stock delivered under or gain in respect of any Award in accordance with any applicable Company clawback or recoupment policy, as such policy may be amended and in effect from time to time, or as otherwise required by applicable law or applicable stock exchange listing standards, including, without limitation, Section 10D of the Securities Exchange Act of 1934, as amended.

(6) __Taxes__. The delivery, vesting and retention of Stock, cash or other property under an Award are conditioned upon full satisfaction by the Participant of all tax withholding requirements with respect to the Award. The Administrator will prescribe such rules for the withholding of taxes as it deems necessary. Each Participant agrees promptly to remit to the Company or an Affiliate, in cash, the full amount of all taxes required to be withheld in connection with an Award unless the Administrator, in its sole discretion, provides alternative means for satisfying the Company's tax withholding requirements. The Administrator may, but need not, hold back shares of Stock from an Award or permit a Participant to tender previously owned shares of Stock in satisfaction of tax withholding requirements (but not in excess of the minimum withholding required by law or such greater amount that would not result in adverse accounting consequences to the Company in the discretion of the Administrator).

(7) __Dividend Equivalents, *etc.*__ The Administrator may provide for the payment of amounts (on terms and subject to conditions established by the Administrator) in lieu of cash dividends or other cash distributions with respect to Stock subject to an Award whether or not the holder of such Award is otherwise entitled to share in the actual dividend or distribution in respect of such Award. Dividends or dividend equivalent amounts payable in respect of Awards that are subject to restrictions may be subject to such limits or restrictions as the Administrator may impose.

(8) __Rights Limited__. Nothing in the Plan will be construed as giving any person the right to continued employment or service with the Company or its Affiliates, or any rights as a stockholder except as to shares of Stock actually issued under the Plan. The loss of existing or potential profit in Awards will not constitute an element of damages in the event of a termination of Employment for any reason, even if the termination is in violation of an obligation of the Company or any Affiliate to the Participant.

(9) __Coordination with Other Plans__. Awards under the Plan may be granted in tandem with, or in satisfaction of or substitution for, other Awards under the Plan or awards made under other compensatory plans or programs of the Company or its Affiliates.

(a) For example, but without limiting the generality of the foregoing, awards under other compensatory plans or programs of the Company or its Affiliates may be settled in Stock (including, without limitation, Unrestricted Stock) if the Administrator so determines, in which case the shares delivered will be treated as awarded under the Plan (and will reduce the number of shares thereafter available under the Plan in accordance with the rules set forth in Section 4).

(b) Subject to the consent of the Administrator, individuals who receive awards under the Company's Cash Incentive Plan may elect to receive settlement of all or a portion of an amount that is earned under the award in the form of Unrestricted Stock. By making the election, the Participant will receive a number of shares of Unrestricted Stock that has an aggregate Fair Market Value (to the nearest whole share) as the amount that was earned under the Cash Incentive Plan. The individual must make such an election in writing prior to the date that payment is otherwise made under the Cash Incentive Plan in the manner prescribed by the Administrator. The election can be made with respect to any portion of the amount to be received under the Cash Incentive Plan.

(10) __Section 409A__. Each Award will contain such terms as the Administrator determines, and will be construed and administered, such that the Award either qualifies for an exemption from the requirements of Section 409A or satisfies such requirements.

(11) Fair Market Value. In determining the fair market value of any share of Stock under the Plan, the Administrator will make the determination in good faith consistent with the rules of Section 422 and Section 409A, to the extent applicable.

(b) Stock Options and SARs.

(1) Time and Manner of Exercise. Unless the Administrator expressly provides otherwise, no Stock Option or SAR will be deemed to have been exercised until the Administrator receives a notice of exercise (in form acceptable to the Administrator), which if the Administrator so determines may be an electronic notice, signed (including electronic signature in form acceptable to the Administrator) by the appropriate person and accompanied by any payment required under the Award. A Stock Option or SAR exercised by any person other than the Participant will not be deemed to have been exercised until the Administrator has received such evidence as it may require that the person exercising the Award has the right to do so. The Administrator may impose conditions on the exercisability of Awards, including limitations on the time periods during which Awards may be exercised or settled.

(2) Exercise Price. The exercise price of each Stock Option and the base value from which appreciation is to be measured for purposes of each SAR will be no less than 100% (or in the case of an ISO granted to a ten-percent shareholder within the meaning of subsection (b)(6) of Section 422, 110%) of the fair market value of the Stock subject to the Award, determined as of the date of grant, or such higher amount as the Administrator may determine in connection with the grant. Except in connection with a corporate transaction involving the Company (which term shall include, without limitation, any stock dividend, stock split, extraordinary cash dividend, recapitalization, reorganization, merger, consolidation, split-up, spin-off, combination, or exchange of shares) or as otherwise contemplated by Section 7 of the Plan, the terms of outstanding Stock Options or SARs, as applicable, may not be amended to reduce the exercise prices of such Stock Options or the base values from which appreciation under such SARs are to be measured other than in accordance with the stockholder approval requirements of the NASDAQ Stock Market.

(3) Payment of Exercise Price. Where the exercise of an Award is to be accompanied by payment, payment of the exercise price will be by cash or check acceptable to the Administrator or by such other legally permissible means, if any, as may be acceptable to the Administrator.

(4) Maximum Term. Stock Options and SARs will have a maximum term not to exceed ten (10) years from the date of grant (or five (5) years from the date of grant in the case of an ISO granted to a ten-percent shareholder described in Section 6(b)(2) above).

7. EFFECT OF CERTAIN TRANSACTIONS

(a) Mergers, *etc.* Except as otherwise provided in an Award agreement, the following provisions will apply in the event of a Covered Transaction:

(1) Assumption or Substitution. If the Covered Transaction is one in which there is an acquiring or surviving entity, the Administrator may (but, for the avoidance of doubt, need not) provide (i) for the assumption or continuation of some or all outstanding Awards or any portion thereof or (ii) for the grant of new awards in substitution therefor by the acquiror or survivor or an affiliate of the acquiror or survivor.

(2) <u>Cash-Out of Awards</u>. Subject to Section 7(a)(5) below the Administrator may (but, for the avoidance of doubt, need not) provide for payment (a "cash-out"), with respect to some or all Awards or any portion thereof, equal in the case of each affected Award or portion thereof to the excess, if any, of (A) the fair market value of one share of Stock times the number of shares of Stock subject to the Award or such portion, over (B) the aggregate exercise or purchase price, if any, under the Award or such portion (in the case of an SAR, the aggregate base value above which appreciation is measured), in each case on such payment terms (which need not be the same as the terms of payment to holders of Stock) and other terms, and subject to such conditions, as the Administrator determines; it being understood that if the exercise or purchase price (or base value) of an Award is equal to or greater than the fair market value of one share of Stock, the Award may be cancelled with no payment due hereunder.

(3) <u>Acceleration of Certain Awards</u>. Subject to Section 7(a)(5) below, the Administrator may (but, for the avoidance of doubt, need not) provide that any Award requiring exercise will become exercisable, in full or in part and/or that the delivery of any shares of Stock remaining deliverable under any outstanding Award of Stock Units (including Restricted Stock Units and Performance Awards to the extent consisting of Stock Units) will be accelerated in full or in part, in each case on a basis that gives the holder of the Award a reasonable opportunity, as determined by the Administrator, following exercise of the Award or the delivery of the shares, as the case may be, to participate as a stockholder in the Covered Transaction.

(4) <u>Termination of Awards Upon Consummation of Covered Transaction</u>. Except as the Administrator may otherwise determine in any case, each Award will automatically terminate (and in the case of outstanding shares of Restricted Stock, will automatically be forfeited) upon consummation of the Covered Transaction, other than Awards assumed pursuant to Section 7(a)(1) above.

(5) <u>Additional Limitations</u>. Any share of Stock and any cash or other property delivered pursuant to Section 7(a)(2) or Section 7(a)(3) above with respect to an Award may, in the discretion of the Administrator, contain such restrictions, if any, as the Administrator deems appropriate to reflect any performance or other vesting conditions to which the Award was subject and that did not lapse (and were not satisfied) in connection with the Covered Transaction. For purposes of the immediately preceding sentence, a cash-out under Section 7(a)(2) above or acceleration under Section 7(a)(3) above will not, in and of itself, be treated as the lapsing (or satisfaction) of a performance or other vesting condition. In the case of Restricted Stock that does not vest and is not forfeited in connection with the Covered Transaction, the Administrator may require that any amounts delivered, exchanged or otherwise paid in respect of such Stock in connection with the Covered Transaction be placed in escrow or otherwise made subject to such restrictions as the Administrator deems appropriate to carry out the intent of the Plan.

(b) <u>Changes in and Distributions with Respect to Stock</u>.

(1) <u>Basic Adjustment Provisions</u>. In the event of a stock dividend, stock split or combination of shares (including a reverse stock split), recapitalization or other change in the Company's capital structure that constitutes an equity restructuring within the meaning of FASB ASC Topic 718, the Administrator will make appropriate adjustments to the maximum number of shares of Stock that may be delivered under the Plan and to the maximum limits described in Section 4(c) and will also make appropriate adjustments to the number and kind of shares of stock or securities subject to Awards then outstanding or subsequently granted, any exercise or purchase prices (or base values) relating to Awards and any other provision of Awards affected by such change.

(2) <u>Certain Other Adjustments</u>. The Administrator may also make adjustments of the type described in Section 7(b)(1) above to take into account distributions to stockholders other than those provided for in Section 7(a) and 7(b)(1), or any other event, if the Administrator determines that adjustments are appropriate to avoid distortion in the operation of the Plan, having due regard for the qualification of ISOs under Section 422 and the requirements of Section 409A, where applicable.

(3) <u>Continuing Application of Plan Terms</u>. References in the Plan to shares of Stock will be construed to include any stock or securities resulting from an adjustment pursuant to this Section 7.

8. LEGAL CONDITIONS ON DELIVERY OF STOCK

The Company will not be obligated to deliver any shares of Stock pursuant to the Plan or to remove any restriction from shares of Stock previously delivered under the Plan until: (i) the Company is satisfied that all legal matters in connection with the issuance and delivery of such shares have been addressed and resolved; (ii) if the outstanding Stock is at the time of delivery listed on any stock exchange or national market system, the shares to be delivered have been listed or authorized to be listed on such exchange or system upon official notice of issuance; and (iii) all conditions of the Award have been satisfied or waived. The Company may require, as a condition to exercise of the Award, such representations or agreements as counsel for the Company may consider appropriate to avoid violation of the Securities Act of 1933, as amended, or any applicable state or non-U.S. securities law. Any Stock required to be issued to Participants under the Plan will be evidenced in such manner as the Administrator may deem appropriate, including book-entry registration or delivery of stock certificates. In the event that the Administrator determines that Stock certificates will be issued to Participants under the Plan, the Administrator may require that certificates evidencing Stock issued under the Plan bear an appropriate legend reflecting any restriction on transfer applicable to such Stock, and the Company may hold the certificates pending lapse of the applicable restrictions.

9. AMENDMENT AND TERMINATION

The Administrator may at any time or times amend the Plan or any outstanding Award for any purpose which may at the time be permitted by law, and may at any time terminate the Plan as to any future grants of Awards; provided, that, except as otherwise expressly provided in the Plan, the Administrator may not, without the Participant’s consent, alter the terms of an Award so as to affect materially and adversely the Participant’s rights under the Award, unless the Administrator expressly reserved the right to do so at the time the Award was granted. Any amendments to the Plan will be conditioned upon stockholder approval only to the extent, if any, such approval is required by law (including the Code and applicable stock exchange requirements), as determined by the Administrator.

10. OTHER COMPENSATION ARRANGEMENTS

The existence of the Plan or the grant of any Award will not in any way affect the Company’s right to award a person bonuses or other compensation in addition to Awards under the Plan.

11. MISCELLANEOUS

(a) <u>Waiver of Jury Trial</u>. By accepting an Award under the Plan, each Participant waives any right to a trial by jury in any action, proceeding or counterclaim concerning any rights under the Plan and any Award, or under any amendment, waiver, consent, instrument, document or other agreement delivered or which in the future may be delivered in connection therewith, and agrees that any such action, proceedings or counterclaim will be tried before a court and not before a jury. By accepting an Award under the Plan, each Participant certifies that no officer, representative, or attorney of the Company has represented, expressly or otherwise, that the Company would not, in the event of any action, proceeding or counterclaim, seek to enforce the foregoing waivers. Notwithstanding anything to the contrary in the Plan, nothing herein is to be construed as limiting the ability of the Company and a Participant to agree to submit disputes arising under the terms of the Plan or any Award made hereunder to binding arbitration or as limiting the ability of the Company to require any eligible individual to agree to submit such disputes to binding arbitration as a condition of receiving an Award hereunder.

(b) <u>Limitation of Liability</u>. Notwithstanding anything to the contrary in the Plan, neither the Company, nor any Affiliate, nor the Administrator, nor any person acting on behalf of the Company, any Affiliate, or the Administrator, will be liable to any Participant or to the estate or beneficiary of any Participant or to any other holder of an Award by reason of any acceleration of income, or any additional tax (including any interest and penalties), asserted by reason of the failure of an Award to satisfy the requirements of Section 422 or Section 409A or by reason of Section 4999 of the Code, or otherwise asserted with respect to the Award.

12. ESTABLISHMENT OF SUB-PLANS

The Administrator may from time to time establish one or more sub-plans under the Plan for purposes of satisfying applicable blue sky, securities or tax laws of various jurisdictions. The Administrator will establish such sub-plans by adopting supplements to the Plan setting forth (i) such limitations on the Administrator's discretion under the Plan as it deems necessary or desirable and (ii) such additional terms and conditions not otherwise inconsistent with the Plan as it deems necessary or desirable. All supplements so established will be deemed to be part of the Plan, but each supplement will apply only to Participants within the affected jurisdiction (as determined by the Administrator).

13. GOVERNING LAW

(a) <u>Certain Requirements of Corporate Law</u>. Awards will be granted and administered consistent with the requirements of applicable Delaware law relating to the issuance of stock and the consideration to be received therefor, and with the applicable requirements of the stock exchanges or other trading systems on which the Stock is listed or entered for trading, in each case as determined by the Administrator.

(b) <u>Other Matters</u>. Except as otherwise provided by the express terms of an Award agreement, under a sub-plan described in Section 12 or as provided in Section 13(a) above, the provisions of the Plan and of Awards under the Plan and all claims or disputes arising out of or based upon the Plan or any Award under the Plan or relating to the subject matter hereof or thereof will be governed by and construed in accordance with the domestic substantive laws of the State of Tennessee without giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

(c) <u>Jurisdiction</u>. By accepting an Award, each Participant will be deemed to (a) have submitted irrevocably and unconditionally to the jurisdiction of the federal and state courts located within the geographic boundaries of the United States District Court for the Middle District of Tennessee for the purpose of any suit, action or other proceeding arising out of or based upon the Plan or any Award; (b) agree not to commence any suit, action or other proceeding arising out of or based upon the Plan or an Award, except in the federal and state courts located within the geographic boundaries of the United States District Court for the Middle District of Tennessee; and (c) waive, and agree not to assert, by way of motion as a defense or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that the Plan or an Award or the subject matter thereof may not be enforced in or by such court.

EXHIBIT A
<u>Definition of Terms</u>

The following terms, when used in the Plan, will have the meanings and be subject to the provisions set forth below:

"Administrator": The Compensation Committee, except that the Compensation Committee may delegate (i) to one or more of its members (or one or more other members of the Board (including the full Board)) such of its duties, powers and responsibilities as it may determine; (ii) to one or more officers of the Company the power to grant Awards to the extent permitted by Section 157(c) of the Delaware General Corporate Law; and (iii) to such Employees or other persons as it determines such ministerial tasks as it deems appropriate. In the event of any delegation described in the preceding sentence, the term "Administrator" will include the person or persons so delegated to the extent of such delegation.

"Affiliate": Any corporation or other entity that stands in a relationship to the Company that would result in the Company and such corporation or other entity being treated as one employer under Section 414(b) or Section 414(c) of the Code, *provided* that, for purposes of determining treatment as a single employer under Section 414(b) or Section 414(c) of the Code, "50%" shall replace "80%" in the applicable stock or other equity ownership requirements under such sections of the Code and the regulations thereunder.

"Award": Any or a combination of the following:

(i) Stock Options.
(ii) SARs.
(iii) Restricted Stock.
(iv) Unrestricted Stock.
(v) Stock Units, including Restricted Stock Units.
(vi) Performance Awards.
(vii) Awards (other than Awards described in (i) through (vi) above) that are convertible into or otherwise based on Stock.
(viii) Cash Awards.

"Board": The Board of Directors of the Company.

"Cash Award": An Award denominated in cash.

"Cause": In the case of any Participant who is party to an effective employment or severance-benefit agreement with the Company or an Affiliate of the Company that contains a definition of "Cause," the definition set forth in such agreement will apply with respect to such Participant under the Plan for so long as such agreement is in effect. In the case of any other Participant, "Cause" will mean, as determined by the Administrator in its reasonable judgment, (i) a substantial failure of the Participant to perform the Participant's duties and responsibilities to the Company or any of its Affiliates, or substantial negligence in the performance of such duties and responsibilities; (ii) the commission by the Participant of a felony or a crime involving moral turpitude; (iii) the commission by the Participant of theft, fraud, embezzlement, material breach of trust or any material act of dishonesty involving the Company or any of its Affiliates; (iv) a significant violation by the Participant of the code of conduct of the Company or its Affiliates of any material policy of the Company or any of its Affiliates, or of any statutory or common law duty of loyalty to the Company or any of its Affiliates; (v) material breach of any of the terms of the Plan or any Award made under the Plan, or of the terms of any other agreement between the Company or any of its Affiliates and the Participant; or (vi) other conduct by the Participant that could be expected to be harmful to the business, interests or reputation of the Company or any of its Affiliates.

"Code": The U.S. Internal Revenue Code of 1986 as from time to time amended and in effect, or any successor statute as from time to time in effect.

"Compensation Committee": The Compensation Committee of the Board.

"Company": Surgery Partners, Inc.

"Covered Transaction": Any of (i) a consolidation, merger, or similar transaction or series of related transactions, including a sale or other disposition of stock, in which the Company is not the surviving corporation or that results in the acquisition of all or substantially all of the Company's then outstanding common stock by a single person or entity or by a group of persons and/or entities acting in concert, (ii) a sale or transfer of all or substantially all the Company's assets, or (iii) a dissolution or liquidation of the Company. Where a Covered Transaction involves a tender offer pursuant to which at least a majority of the Company's then outstanding common stock is purchased by a single person or entity or by a group of persons and/or entities acting in concert that is reasonably expected to be followed by a merger described in clause (i) (as determined by the Administrator), the Covered Transaction shall be deemed to have occurred upon consummation of the tender offer.

"Date of Adoption": The date the Plan was approved by the Board.

"Director": A member of the Board who is not an employee.

"Disability": In the case of any Participant who is party to an effective employment or severance-benefit agreement with the Company or an Affiliate of the Company that contains a definition of "Disability," the definition set forth in such agreement will apply with respect to such Participant under the Plan for so long as such agreement is in effect. In the case of any other Participant, "Disability," will mean a permanent disability as defined in the long-term disability plan maintained by the Company or one of its Affiliates, or as defined from time to time by the Company in its sole discretion.

"Employee": Any person who is employed by the Company or an Affiliate.

"Employment": A Participant's employment or other service relationship with the Company or an Affiliate. Employment will be deemed to continue, unless the Administrator expressly provides otherwise, so long as the Participant is employed by, or otherwise is providing services in a capacity described in Section 5 to, the Company or an Affiliate. If a Participant's employment or other service relationship is with an Affiliate and that entity ceases to be an Affiliate, the Participant's Employment will be deemed to have terminated when the entity ceases to be an Affiliate unless the Participant transfers Employment to the Company or its remaining Affiliates. Notwithstanding the foregoing and the definition of "Affiliate" above, in construing the provisions of any Award relating to the payment of "nonqualified deferred compensation" subject to Section 409A upon a termination or cessation of Employment, references to termination or cessation of employment, separation from service, retirement or similar or correlative terms will be construed to require a "separation from service" (as that term is defined in Section 1.409A-1(h) of the Treasury Regulations, after giving effect to the presumptions contained therein) from the Company and from all other corporations and trades or businesses, if any, that would be treated as a single "service recipient" with the Company under Section 1.409A-1(h)(3) of the Treasury Regulations. The Company may, but need not, elect in writing, subject to the applicable limitations under Section 409A, any of the special elective rules prescribed in Section 1.409A-1(h) of the Treasury Regulations for purposes of determining whether a "separation from service" has occurred. Any such written election will be deemed a part of the Plan.

"ISO": A Stock Option intended to be an "incentive stock option" within the meaning of Section 422. Each Stock Option granted pursuant to the Plan will be treated as providing by its terms that it is to be an NSO unless, as of the date of grant, it is expressly designated as an ISO.

"NSO": A Stock Option that is not intended to be an "incentive stock option" within the meaning of Section 422.

"Participant": A person who is granted an Award under the Plan.

"Performance Award": An Award subject to Performance Criteria determined by the Administrator in its discretion.

"Performance Criteria": Specified criteria, other than the mere continuation of Employment or the mere passage of time, the satisfaction of which is a condition for the grant, exercisability, vesting or full enjoyment of an Award. A Performance Criterion will mean a measure of performance relating to any or any combination of the following (measured either absolutely or comparatively (including, without limitation, by reference to an index or indices or a specified peer group) and determined either on a consolidated basis or, as the context permits, on a divisional, subsidiary, facility, line of business, project or geographical basis or in combinations thereof and subject to such adjustments, if any, as the Administrator specifies: sales; revenues; assets; expenses; earnings before or after deduction for all or any portion of interest, taxes, depreciation, amortization or equity expense, whether or not on a continuing operations or an aggregate or per share basis; return on equity, investment, capital, capital employed or assets; one or more operating ratios; operating income or profit, including on an after tax basis; borrowing levels, leverage ratios or credit rating; market share; capital expenditures; cash flow; stock price; stockholder return; sales of particular products or services; customer satisfaction; customer acquisition or retention; acquisitions and divestitures (in whole or in part); joint ventures and strategic alliances; spin-offs, split-ups and the like; reorganizations; or recapitalizations, restructurings, financings (issuance of debt or equity) or refinancings. In addition, Performance Criteria may include subjective measurements and non-economic performance that is determined by the Administrator from time to time. A Performance Criterion and any targets with respect thereto determined by the Administrator need not be based upon an increase, a positive or improved result or avoidance of loss. The Administrator may provide in the case of any Award intended to qualify for such exception that one or more of the Performance Criteria applicable to such Award will be adjusted to reflect events (for example, the impact of charges for restructurings, discontinued operations, mergers, acquisitions, and other unusual or infrequently occurring items, and the cumulative effects of tax or accounting changes) occurring during the performance period that affect the applicable Performance Criterion or Criteria.

"Plan": The Surgery Partners, Inc. 2015 Omnibus Incentive Plan as from time to time amended and in effect.

"Restricted Stock": Stock subject to restrictions requiring that it be redelivered or offered for sale to the Company if specified conditions are not satisfied.

“Restricted Stock Unit”: A Stock Unit that is, or as to which the delivery of Stock or cash in lieu of Stock is, subject to the satisfaction of specified performance or other vesting conditions.

“SAR”: A right entitling the holder upon exercise to receive an amount (payable in cash or in shares of Stock of equivalent value) equal to the excess of the fair market value of the shares of Stock subject to the right over the base value from which appreciation under the SAR is to be measured.

“Section 409A”: Section 409A of the Code.

“Section 422”: Section 422 of the Code.

“Stock”: Common stock of the Company, par value $0.01 per share.

“Stock Option”: An option entitling the holder to acquire shares of Stock upon payment of the exercise price.

“Stock Unit”: An unfunded and unsecured promise, denominated in shares of Stock, to deliver Stock or cash measured by the value of Stock in the future.

“Unrestricted Stock”: Stock not subject to any restrictions under the terms of the Award.

Exhibit 31.1

CERTIFICATIONS

I, J. Eric Evans, certify that:

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

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

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

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

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

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

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

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

By: /s/ J. Eric Evans
J. Eric Evans
Chief Executive Officer

Date: August 5, 2020

Exhibit 31.2

CERTIFICATIONS

I, Thomas F. Cowhey, certify that:

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

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

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

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

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

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

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

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

By: /s/ Thomas F. Cowhey
Thomas F. Cowhey
Executive Vice President and Chief Financial Officer

Date: August 5, 2020

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of Surgery Partners, Inc. (the “Company”) on Form 10-Q for the period ended June 30, 2020, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), each of the undersigned certifies, pursuant to 18 U.S.C. Sec. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Sections 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company for the periods presented therein.

By: /s/ J. Eric Evans
J. Eric Evans
Chief Executive Officer

Date: August 5, 2020

By: /s/ Thomas F. Cowhey
Thomas F. Cowhey
Executive Vice President and Chief Financial Officer

Date: August 5, 2020