UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

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

January 4, 2018
Date of report (date of earliest event reported)

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

Delaware	**001-37576**	**47-3620923**
(State or other jurisdictions of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification Nos.)

310 Seven Springs Way, Suite 500
Brentwood, Tennessee 37027
(Address of principal executive offices) (Zip Code)

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

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

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company o

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

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

Appointment of Wayne DeVeydt as CEO and Director

On January 4, 2018, the Board of Directors (the "*Board*") of Surgery Partners, Inc. (the "*Company*") appointed Wayne DeVeydt to serve as the Chief Executive Officer of the Company and to serve on the Board as a Class I director, which class will stand for re-election at the 2019 annual meeting of stockholders, in each case, effective as of January 4, 2018. In order to effect Mr. DeVedt's appointment to the Board, the Board unanimously approved the expansion of the size of the Board from seven (7) directors to eight (8) directors. Mr. DeVeydt succeeds Clifford G. Adlerz, who stepped down from his role as the Company's Interim Chief Executive Officer effective as of January 4, 2018. Mr. Adlerz will continue his service on the Board.

Mr. DeVeydt, age 47, served as a Senior Advisor to the Global Healthcare division of Bain Capital Private Equity, LP, the investment advisor of BCPE Seminole Holdings LP, the Company's controlling shareholder, from January 2017 until January 3, 2018. From May 2007 to May 2016, Mr. DeVeydt served as Executive Vice President and Chief Financial Officer of Anthem, Inc. ("*Anthem*"), a health insurance company. From March 2005 to May 2007, he served as Anthem's Senior Vice President and Chief Accounting Officer and for a portion of that time, he also served as Chief of Staff to the Chairman and Chief Executive Officer. Prior to joining Anthem, Mr. DeVeydt served as an audit partner at PricewaterhouseCoopers LLP, focused on companies in the national managed care and insurance industries. Mr. DeVeydt currently serves as a director of NiSource Inc., a utilities company, and as a director of Myovant Sciences Ltd., a biopharmaceutical company, which roles he assumed in March 2016 and September 2016, respectively. Mr. DeVeydt received his B.S. in Business Administration from the University of Missouri in St. Louis.

On January 5, 2018, the Company issued a press release announcing Mr. DeVeydt's appointment as Chief Executive Officer and his appointment to the Board. A copy of the press release has been filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Employment Agreement with Wayne DeVeydt

On January 4, 2018, the Company entered into an employment agreement with Mr. DeVeydt (the "*Employment Agreement*"). Pursuant to the terms of the Employment Agreement, Mr. DeVeydt is entitled to receive an annual base salary of $1,250,000, subject to adjustment at the discretion of the Board or the Compensation Committee of the Board (the "*Compensation Committee*"). In addition, Mr. DeVeydt is eligible to earn an annual bonus with a target amount equal to 70% of Mr. DeVeydt's base salary, with the amount of such bonus to be determined by the Board or the Compensation Committee based on the achievement of performance goals established by the Board or the Compensation Committee. The Employment Agreement also entitles Mr. DeVeydt to participate in Company employee benefit programs for which senior executives of the Company are generally eligible, subject to the eligibility and participation requirements thereof. In addition, until Mr. DeVeydt secures a residence within a reasonable commuting distance to the Company's headquarters, he will be entitled to reimbursement of reasonable, customary and actual temporary living expenses in accordance with the Company's policies as in effect from time to time and subject to such reasonable substantiation and documentation as may be requested by the Company.

The Employment Agreement also provides that Mr. DeVeydt will be granted, on or as soon as reasonably practicable following commencement of his employment, the following equity incentive awards, each of which is subject in all respects to the Company's 2015 Omnibus Incentive Plan (a copy of which was filed as Exhibit 4.3 to the Company's Registration Statement on Form S-8 filed on October 6, 2015) (the "*Incentive Plan*") and the agreements under which such awards are granted.

- A restricted stock award (the "*Restricted Stock Award*") of 96,899 shares of restricted stock. The Restricted Stock Award will vest as to one-third of the award on each of the first three anniversaries of the date of grant, generally subject to continued employment on each vesting date. The Restricted Stock Award will vest in full upon a termination of Mr. DeVeydt's employment by the Company without "Cause" (as such term is defined in the Employment Agreement) or resignation by Mr. DeVeydt for "Good Reason" (as such term is defined in the Employment Agreement), in either case within 90 days prior to and 18 months following a change in control. The Restricted Stock Award will also vest in full upon a change of control if the award is not assumed, continued, or substituted for a new award by an acquiror or survivor (or, in either case, an affiliate thereof).

- A nonqualified stock option award (the "*Stock Option Award*") to purchase 700,000 shares of common stock of the Company, par value $0.01 per share (the "*Common Stock*"). Fifty percent (50%) of the Stock Option Award will vest in five equal annual installments on each of the first five anniversaries of the date of grant (the "*time condition*"), generally subject to continued employment on each vesting date. Twenty-five percent (25%) of the award will vest based on satisfaction of the time condition and the achievement by the Company of an average closing price of a share of Common Stock on the NASDAQ Stock Market of $25.00 over a period of sixty (60) consecutive trading days, and twenty-five percent (25%) of the

award will vest based on satisfaction of the time condition and the achievement by the Company of an average closing price of a share of Common Stock on the NASDAQ Stock Market of $35.00 over a period of sixty (60) consecutive trading days, in each case, generally subject to continued employment on each vesting date. The time condition of the Stock Option Award will automatically become satisfied upon a termination of Mr. DeVeydt's employment by the Company without "Cause" or resignation by Mr. DeVeydt for "Good Reason," in either case within 90 days prior to and 18 months following a change in control. The time condition of the Stock Option Award will also automatically become satisfied upon a change of control if the award is not assumed, continued, or substituted for a new award by an acquiror or survivor (or, in either case, an affiliate thereof).

- A leveraged performance unit award (the "*LPU Award*") with a target number of units equal to 59,206 shares of Common Stock. The award is eligible to be earned based on the compound annual growth rate ("*CAGR*") of the Company's total stockholder return ("*TSR*"), considered both alone and relative to that of the companies that make up the S&P Composite 1500 Health Care Companies, over a three-year performance period. The number of shares issuable under such award will be determined based on the level at which the goals are achieved and can range from 0% of the shares subject to the award to a maximum of 500% of such shares (or eight times the grant date fair value of the award, if less). The portion of the LPU Award that becomes earned, if any, following completion of the performance period (the "*earned award*") vests as to one-third of the award on each of the performance period end date and the first two anniversaries of the performance period end date. Vesting of the LPU Award is generally subject to continued employment on each vesting date. The earned award will vest in full upon a termination of Mr. DeVeydt's employment by the Company without "Cause" or resignation by Mr. DeVeydt for "Good Reason," in either case within 90 days prior to and 18 months following a change in control.

The Employment Agreement may be terminated (i) by Mr. DeVeydt upon 60 days' advance written notice, (ii) by Mr. DeVeydt for "Good Reason," (iii) upon Mr. DeVeydt's death or disability or (iv) by the Company upon notice, or at any time for "Cause." If Mr. DeVeydt's employment is terminated by the Company without "Cause" or if he resigns for "Good Reason," Mr. DeVeydt will be entitled to receive, subject to the execution of a release of claims and continued compliance with the restrictive covenants contained in the Employment Agreement, (i) 12 months base salary, payable in the form of salary continuation over the 12-month period following the date of termination, (ii) a pro-rated annual bonus for the year of termination, to the extent that such bonus would have been earned based on actual full-year performance had Mr. DeVeydt remained employed through the end of such year, and paid when such bonuses are paid to active employees, and (iii) if Mr. DeVeydt timely elects continued coverage under COBRA, and for so long as he remain eligible for COBRA coverage during the 18-month period following the date of his termination of employment, an additional cash payment equal to the portion of the monthly group health insurance premiums that the Company contributes for its active employees.

Pursuant to the Employment Agreement, Mr. DeVeydt is bound by certain restrictive covenants, including non-competition and non-solicitation restrictions for a period of 18 months following the termination of his employment. The Employment Agreement includes certain other customary terms, including with respect to protection of confidential information and documents, assignment of intellectual property rights, reimbursement of business expenses, and director and officer indemnification and insurance coverage. In addition, the Employment Agreement provides that the time condition of any equity awards granted to Mr. DeVeydt under the Incentive Plan will automatically become satisfied upon a change of control if BCPE Seminole Holdings LP and its affiliates transfer their controlling interest in the Company to another private equity firm.

Upon the effectiveness of his appointment as Chief Executive Officer of the Company, Mr. DeVeydt entered into the Company's standard form of indemnification agreement, a copy of which is filed as Exhibit 10.14 to Amendment No. 1 to the Company's Registration Statement on Form S-1 filed on September 14, 2015.

The foregoing description of the Employment Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Employment Agreement, which is incorporated into this Item 5.02 by reference to Exhibit 10.1 of this Current Report on Form 8-K.

Termination of Employment Agreement of Clifford G. Adlerz

On January 4, 2018, in connection with the effectiveness of Mr. DeVeydt's appointment as the Company's Chief Executive Officer, the employment agreement by and between the Company and Mr. Adlerz, dated as of September 7, 2017 (a copy of which is filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed on September 8, 2017), terminated according to its terms.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Employment Agreement, by and among Surgery Partners, Inc., Surgery Partners, LLC and Wayne DeVeydt, dated January 4, 2018.
99.1	Press Release, dated January 5, 2018 issued by Surgery Partners, Inc.

EXHIBIT INDEX

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SIGNATURES

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

Surgery Partners, Inc.

By: /s/ Teresa F. Sparks
Teresa F. Sparks
Executive Vice President, Chief Financial Officer

Date: January 8, 2018

January 4, 2018

Wayne DeVeydt

Dear Mr. DeVeydt:

This letter (the "Agreement") confirms the terms and conditions of your employment with Surgery Partners, Inc. ("Parent") and Surgery Partners, LLC ("Partners" and, together with Parent, the "Company").

1. **Position and Duties.** Effective as of January 4, 2018 (the "Start Date"), you will be employed by the Company, on a full-time basis, as its Chief Executive Officer, with such duties as are required by that position and as may be assigned to you from time to time by Parent's Board of Directors (the "Board"). In addition to serving as Chief Executive Officer, you will be appointed to serve as member of the Board, effective as of the Start Date. Thereafter, for so long as you remain employed by the Company as its Chief Executive Officer, at each applicable annual meeting of Parent's stockholders, the Board or a committee thereof shall nominate you to serve as a member of the Board and you shall serve if so elected or re-elected without further compensation, subject to receiving the required approval of Parent's stockholders and compliance with Parent's policies applicable to Board members generally. In the event you cease to be employed as the Chief Executive Officer for any reason, you shall resign from the Board effective immediately upon such cessation. In addition, you may be asked to serve as a manager, director or officer of one or more Affiliates without further compensation. For purposes of this Agreement, "Affiliates" means all persons and entities directly or indirectly controlling, controlled by or under common control with the Company, where control may be by management authority, equity interest or otherwise.

While employed by the Company, you will be expected to devote your full business time and your best professional efforts to the advancement of the business interests of the Company and its Affiliates; provided, however, that you may continue to participate in charitable and philanthropic activities, manage your personal investments, and, with the consent of the Board, serve on the board of directors or managers of for and not-for-profit companies or organizations, as long as such activities, in the aggregate, do not interfere or conflict with the performance of your duties and responsibilities to the Company or result in a breach of your obligations under this Agreement, including but not limited to the terms and conditions set forth in Section 3 herein. You will discharge the duties and responsibilities of a chief executive officer and such other duties and responsibilities as are specified by the Board reasonably consistent with that position. You agree that, while employed by the Company, you will comply with all Company policies, practices and procedures and all codes of ethics or business conduct applicable to your position, as in effect from time to time.

2. **Compensation and Benefits.** During your employment, as compensation for all services performed by you for the Company and its Affiliates and subject to your full performance of your obligations hereunder, the Company will provide you the following pay and benefits:

(a) Base Salary. The Company will pay you a base salary at the rate of one million two hundred fifty thousand dollars ($1,250,000) per year, payable in accordance with the regular payroll practices of the Company and subject to adjustment from time to time by the Board or its designee in its discretion (as adjusted from time to time, the "Base Salary").

(b) Annual Incentive Compensation. For each fiscal year completed during your employment under this Agreement, you will be eligible to earn an annual bonus (the "Annual Bonus"). Your target Annual Bonus will be seventy percent (70%) of the Base Salary, with the actual amount of any such bonus being determined by the Board or its designee in its discretion, based on the achievement of performance goals previously established by the Board or its designee in its discretion. Your Annual Bonus shall be payable in no event later than March 15 of the year following the fiscal year with respect to which such bonus was earned, subject to your remaining employed by the Company on the date that such bonus is paid, except as otherwise provided herein.

(c) Equity Awards.

(i) Initial Equity Grants. Subject to approval by the Board or its designee, you will be granted on or as soon as reasonably practicable following the Start Date:

(1) A restricted stock award, with the number of shares subject to the award determined by dividing $1,250,000 by the closing price of a share of Parent common stock on the date of grant, which restricted stock award will vest as of one-third of the award on each of the first, second and third anniversaries of the date of grant, generally contingent upon your continued employment through each such vesting date (except as expressly provided in the award agreement evidencing the grant of such restricted stock award);

(2) A leveraged performance unit ("LPU") award, with a target number of units equal to 59,206 shares of Parent common stock, which LPU award will be eligible to be earned based on the compound annual growth rate ("CAGR") of Parent's total stockholder return, considered both alone and relative to that of the companies that make up the S&P Composite 1500 Health Care Companies over a three-year performance period, and will thereafter vest as to one-third of the earned LPU award on each of the performance period end date, and the first and second anniversaries of the performance period end date, in each case, generally contingent upon your continued employment through each such vesting date (except as expressly provided in the award agreement evidencing the grant of such LPU award); and

(3) A non-statutory stock option to purchase 700,000 shares of Parent common stock (the "Option"), of which (A) fifty percent (50%) shall vest in five equal annual installments on the first, second, third, fourth and fifth anniversaries of the date of grant, generally contingent upon continued employment through each such vesting date (the "Time Condition"), (B) twenty-five percent (25%) shall vest upon (I) satisfaction of the Time Condition, and (II) achievement by Parent of an average Parent stock price of $25 per share over a period of sixty (60) consecutive trading days (based on the average closing price of a share of Parent common stock over such period) and (C) twenty-five percent (25%) shall vest upon (I) satisfaction of the Time Condition, and (II) achievement by Parent of an average Parent stock price of $35 per share over a period of sixty (60) consecutive trading days (based on the average closing price of a share of Parent common stock over such period).

(ii) Future Equity Awards. Following the Start Date, you will be eligible for annual equity grants under Parent's equity incentive plan at such times and in such forms as determined by the Board or its designee in its discretion.

(iii) The incentive equity described herein shall be subject in all respects to Parent's equity incentive plan and the award agreements under which such equity has been granted.

(d) Participation in Employee Benefit Plans, Vacation and Other Company Policies. You will be entitled to participate in all employee benefit plans from time to time in effect for senior executives generally, except to the extent such plans are duplicative of benefits otherwise provided to you under this Agreement. Your participation will be subject to the terms of the applicable plan documents and generally applicable Company policies, as the same may be in effect from time to time, and any other restrictions or limitations imposed by law. You will also be entitled to vacation and other paid time off, in addition to holidays observed by the Company, in accordance with the Company's policies as in effect from time to time. Vacation may be taken at such times and intervals as you shall determine, subject to the business needs of the Company. In addition, until you secure a residence within a reasonable commuting distance to the Company's headquarters, you will be entitled to reimbursement of reasonable, customary and actual temporary living expenses in accordance with the Company's policies as in effect from time to time and subject to such reasonable substantiation and documentation as may be requested by the Company.

(e) Business Expenses. The Company will pay or reimburse you for all reasonable business expenses incurred or paid by you in the performance of your duties and responsibilities for the Company, subject to any restrictions on such expenses set by the Company and to such reasonable substantiation and documentation as may be specified from time to time. Your right to payment or reimbursement for business expenses hereunder shall be subject to the following additional rules: (i) the amount of expenses eligible for payment or reimbursement during any calendar year shall not affect the expenses eligible for payment or reimbursement in any other calendar year, (ii) payment or reimbursement shall be made not later than December 31 of the calendar year following the calendar year in which the expense or payment was incurred, and (iii) the right to payment or reimbursement is not subject to liquidation or exchange for any other benefit.

3. **Confidential Information and Restricted Activities.**

(a) Confidential Information. During the course of your employment with the Company, you will learn of Confidential Information, as defined below, and you may develop Confidential Information on behalf of the Company and its Affiliates. You agree that you will not use or disclose to any Person (except as required by applicable law or for the proper performance of your regular duties and responsibilities for the Company) any Confidential Information obtained by you incident to your employment or any other association with the Company or any of its Affiliates. You agree that this restriction shall continue to apply after your employment terminates, regardless of the reason for such termination. For purposes of this Agreement, "Confidential Information" means any and all information of the Company and its Affiliates that is not generally available to the public. Confidential Information also includes any information received by the Company or any of its Affiliates from any Person with any understanding, express or implied, that it will not be disclosed. Confidential Information does not include information that enters the public domain, other than through your breach of your obligations under this Agreement. For purposes of this Agreement, "Person" means an individual, a corporation, a limited liability company, an association, a partnership, an estate, a trust or any other entity or organization, other than the Company or any of its Affiliates. Nothing in this Agreement limits, restricts or in any other way affects your communicating with any governmental agency or entity, or communicating with any official or staff person of a governmental agency or entity, concerning matters relevant to the governmental agency or entity. You cannot be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed under seal in a lawsuit or other proceeding. Notwithstanding this immunity from liability, you may be held liable if you unlawfully access trade secrets by unauthorized means.

(b) Protection of Documents. All documents, records and files, in any media of whatever kind and description, relating to the business, present or otherwise, of the Company or any of its Affiliates, and any copies, in whole or in part, thereof (the "Documents"), whether or not prepared by you, shall be the sole and exclusive property of the Company. You agree to safeguard all Documents and to surrender to the Company, at the time your employment terminates or at such earlier time or times as the Board or its designee may specify, all Documents then in your possession or control. You also agree to disclose to the Company, at the time your employment terminates or at such earlier time or times as the Board or its designee may specify, all passwords necessary or desirable to obtain access to, or that would assist in obtaining access to, any information which you have password-protected on any computer equipment, network or system of the Company or any of its Affiliates.

(c) Assignment of Rights to Intellectual Property. You shall promptly and fully disclose all Intellectual Property to the Company. You hereby assign and agree to assign to the Company (or as otherwise directed by the Company) your full right, title and interest in and to all Intellectual Property. You agree to execute any and all applications for domestic and foreign patents, copyrights or other proprietary rights and to do such other acts (including without limitation the execution and delivery of further instruments of assignment or confirmation and the provision of good faith testimony by declaration, affidavit or in-person) requested by the Company to assign the Intellectual Property to the Company (or as otherwise directed by the Company) and to permit the Company to secure, prosecute and enforce any patents, copyrights or other proprietary rights to the Intellectual Property. You will not charge the Company for time spent in complying with these obligations. All copyrightable works that you create during your employment shall be considered "work made for hire" and shall, upon creation, be owned exclusively by the Company. For purposes of this Agreement, "Intellectual Property" means inventions, discoveries, developments, methods, processes, compositions, works, concepts and ideas (whether or not patentable or copyrightable or constituting trade secrets) conceived, made, created, developed or reduced to practice by you (whether alone or with others, whether or not during normal business hours or on or off Company premises) during your employment and during the period of eighteen (18) months immediately following termination of your employment that relate either to the business of the Company or any of its Affiliates or to any prospective activity of the Company or any of its Affiliates or that result from any work performed by you for the Company or any of its Affiliates or that make use of Confidential Information or any of the equipment or facilities of the Company or any of its Affiliates.

(d) Restricted Activities. You agree that the following restrictions on your activities during and after your employment are necessary to protect the good will, Confidential Information, trade secrets and other legitimate interests of the Company and its Affiliates:

(i) While you are employed by the Company and during the eighteen (18)-month period immediately following termination of your employment, regardless of the reason therefor (in the aggregate, the "Restricted Period"), you shall not, directly or indirectly, whether as owner, partner, investor, consultant, agent, employee, co-venturer or otherwise, compete with the Company or any of its Affiliates in any geographic area in which the Company does business or is actively planning to do business during your employment or, with respect to the portion of the Restricted Period that follows the termination of your employment, at the time your employment terminates (the "Restricted Area") or undertake any planning for any business competitive with the Company or any of its Affiliates in the Restricted Area. Specifically, but without limiting the foregoing, you agree not to work or provide services, in any capacity, anywhere in the Restricted Area, whether as an employee, independent contractor or otherwise, whether with or without compensation, to any Person that is engaged in any business that is competitive with all or any portion of the business of the Company or its Affiliates, as conducted or in planning during your employment with the Company, or, with respect to the portion of the Restricted Period that follows the termination of your employment, at the time your employment terminates.

Notwithstanding the foregoing, the provision of services in any capacity, whether as an employee, independent contractor or otherwise, to an entity that satisfies both subsections (x) and (y) shall not constitute a violation of this Section 3(d)(i): (x) an entity where no more than a de minimis amount of revenue is derived from a business that is competitive with the business of the Company or any of its Affiliates; and (y) an entity that derives no more than $100 million in revenue from one or more divisions, departments or segments, in the aggregate, that are engaged in any business competitive with the business of the Company or any of its Affiliates; provided, in any case, you are not responsible for (and do not engage or participate in) the day-to-day management, oversight or supervision of such business and provided you do not have direct supervision over the individual or individuals who are so responsible for such day-to-day management, oversight or supervision.

(ii) During the Restricted Period, you will not directly or indirectly (A) solicit or encourage any customer, vendor, supplier or other business partner of the Company or any of its Affiliates to terminate or diminish its relationship with them; or (B) seek to persuade any such customer, vendor, supplier or other business partner or prospective customer, vendor, supplier or other business partner of the Company or any of its Affiliates to conduct with anyone else any business or activity which such customer, vendor, supplier or other business partner or such prospective customer, vendor, supplier or other business partner conducts or could conduct with the Company or any of its Affiliates; provided, however, that these restrictions shall apply (y) only with respect to those Persons who are or have been a business partner of the Company or any of its Affiliates at any time within the immediately preceding two (2)-year period or whose business has been solicited on behalf of the Company or any of the Affiliates by any of their officers, employees or agents within such two (2)-year period, other than by form letter, blanket mailing or published advertisement, and (z) only if you have performed work for such Person during your employment with the Company or one of its Affiliates or been introduced to, or otherwise had contact with, such Person as a result of your employment or other associations with the Company or one of its Affiliates or have had access to Confidential Information which would assist in your solicitation of such Person.

(iii) During the Restricted Period, you will not, and will not assist any other Person to, (A) hire or engage, or solicit for hiring or engagement, any employee of the Company or any of its Affiliates or seek to persuade any employee of the Company or any of its Affiliates to discontinue employment or (B) solicit or encourage any independent contractor providing services to the Company or any of its Affiliates to terminate or diminish his, her or its relationship with them. For the purposes of this Agreement, an "employee" or an "independent contractor" of the Company or any of its Affiliates is any person who was such at any time within the preceding two (2) years.

(e) In signing this Agreement, you give the Company assurance that you have carefully read and considered all the terms and conditions of this Agreement, including the restraints imposed on you under this Section 3. You agree without reservation that these restraints are necessary for the reasonable and proper protection of the Company and its Affiliates, and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area. You further agree that, were you to breach any of the covenants contained in this Section 3, the damage to the Company and its Affiliates would be irreparable. You therefore agree that the Company, in addition and not in the alternative to any other remedies available to it, shall be entitled to preliminary and permanent injunctive relief against any breach or threatened breach by you of any of those covenants, without having to post bond, together with an award of its reasonable attorney's fees incurred in enforcing its rights hereunder. So that the Company may enjoy the full benefit of the covenants contained in this Section 3, you further agree that the Restricted Period shall be tolled, and shall not run, during the period of any breach by you of any of the covenants contained in this Section 3. You and the Company further agree that, in the event that any provision of this Section 3 is determined by any court of competent jurisdiction to be unenforceable by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, that provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law. It is also agreed that each of the Company's Affiliates shall have the right to enforce all of your obligations to that Affiliate under this Agreement, including without limitation pursuant to this Section 3. Finally, no claimed breach of this Agreement or other violation of law attributed to the Company, or change in the nature or scope of your employment or other relationship with the Company or any of its Affiliates, shall operate to excuse you from the performance of your obligations under this Section 3.

4. **Termination of Employment.** Your employment under this Agreement will continue until terminated pursuant to this Section 4.

(a) By the Company For Cause. The Company may terminate your employment for Cause upon notice to you setting forth in reasonable detail the nature of the cause. The following, as determined by the Board in its reasonable judgment, shall constitute "Cause" for termination: (i) failure to substantially perform the duties and responsibilities of your position, adhere to the lawful direction of the Board or adhere to the lawful policies and practices of the Company or any of its Affiliates, or substantial negligence in the performance of your duties and responsibilities, (ii) a material breach of a provision of the Agreement or any other written agreement (including any equity grant agreement), (iii) the commission of a felony or of any crime involving moral turpitude, or (iv) other conduct which is or could reasonably be expected to be materially injurious to the Company or an Affiliate of the Company. Conduct described in clause (i) or (ii) above that is susceptible of being cured will constitute Cause only if written notice is provided to you of such failure or breach within ninety (90) days of such failure or breach and you fail to cure the failure or breach within ten (10) days after delivery of such notice; provided, that only one notice and opportunity to cure will be provided with respect to any multiple, repeated, related or substantially similar events or circumstances.

If, subsequent to your termination of employment hereunder other than an involuntary termination for Cause, it is determined in good faith by the Board that your employment could have been terminated for Cause, your employment shall be deemed to have been terminated for Cause retroactively.

(b) By the Company Without Cause. The Company may terminate your employment at any time other than for Cause upon notice to you.

(c) Resignation by You Without Good Reason. You may terminate your employment at any time upon sixty (60) days' notice to the Company. The Board may elect to waive such notice period or any portion thereof; but in that event, the Company shall pay you your Base Salary for that portion of the notice period so waived.

(d) Resignation by You With Good Reason. You may terminate your employment as provided below for Good Reason. "Good Reason" means the occurrence of any of the following events, without your consent, (i) a material diminution in your position, duties or responsibilities, or (ii) a material diminution in your base salary (unless applied across the board to all members of management). For a termination to qualify as a "Good Reason" termination (A) you must have provided the Company written notice within thirty (30) days following the occurrence of an event that allegedly constitutes Good Reason specifying in reasonable detail the nature thereof, (B) the Company must have failed to cure within thirty (30) days after receiving the notice, and (C) you must have resigned within thirty (30) days following the failure to cure.

(e) Death and Disability. Your employment hereunder shall automatically terminate in the event of your death during employment. In the event you become disabled during employment and, as a result, are unable to continue to perform substantially all of your duties and responsibilities under this Agreement, either with or without reasonable accommodation, the Company will continue to pay you your Base Salary and to provide you benefits in accordance with Section 2(c) above, to the extent permitted by plan terms, for up to twelve (12) weeks of disability during any period of three hundred sixty-five (365) consecutive calendar days. If you are unable to return to work after twelve (12) weeks of disability, the Company may terminate your employment, upon notice to you. If any question shall arise as to whether you are disabled to the extent that you are unable to perform substantially all of your duties and responsibilities for the Company and its Affiliates, you shall, at the Company's request, submit to a medical examination by a physician selected by the Company to whom you or your guardian, if any, has no reasonable objection to determine whether you are so disabled, and such determination shall for purposes of this Agreement be conclusive of the issue. If such a question arises and you fail to submit to the requested medical examination, the Company's determination of the issue shall be binding on you.

5. **Other Matters Related to Termination.**

(a) Final Compensation. In the event of termination of your employment with the Company, howsoever occurring, the Company shall pay you (i) the Base Salary for the final payroll period of your employment, through the date your employment terminates; (ii) compensation at the rate of the Base Salary for any vacation time earned but not used as of the date your employment terminates; (iii) except if your employment is terminated by the Company pursuant to Section 4(a), any unpaid Annual Bonus for the year preceding the year in which termination occurs, payable when such bonuses are paid to active employees; and (iv) reimbursement, in accordance with Section 2(e) hereof, for business expenses incurred by you but not yet paid to you as of the date your employment terminates; provided you submit all expenses and supporting documentation required within sixty (60) days of the date your employment terminates, and provided further that such expenses are reimbursable under Company policies as then in effect (all of the foregoing, "Final Compensation"). Except as otherwise provided in Section 5(a)(iii) and Section 5(a)(iv), Final Compensation will be paid to you within thirty (30) days following the date of termination (or such shorter period required by law).

(b) Severance Payments. In the event your employment is terminated by the Company pursuant to Sections 4(b) or 4(d) above, the Company will pay you, in addition to Final Compensation, (i) severance pay equal to twelve (12) months of your final Base Salary, payable in the form of salary continuation in substantially equal installments during the twelve (12)-month period following the date of your termination of employment, (ii) a pro-rated portion (calculated based on the number of days in such year during which you were employed by the Company and its Affiliates) of the Annual Bonus for the year of termination, to the extent that such bonus would have been earned by you based on actual full-year performance had you remained employed through the end of such year, and paid when such bonuses are paid to active employees (the "Pro-Rata Bonus"), and (iii) if you timely elect continued coverage under COBRA, and for so long as you remain eligible for COBRA coverage during the eighteen (18) month period following the date of your termination of employment, the Company will pay you, on a monthly basis, an additional cash payment that equals the portion of the monthly group health insurance premiums that it contributes for its active employees (together with (i) and (ii), the "Severance Payments"). Notwithstanding the foregoing, in the event the Company's payment of the additional cash payment described in subsection (iii) would subject you or the Company to any tax or penalty under the Patient Protection and Affordable Care Act (as amended from time to time, the "ACA") or Section 105(h) of the Internal Revenue Code of 1986, as amended ("Section 105(h)"), or applicable regulations or guidance issued under the ACA or Section 105(h), then you and the Company agree to work together in good faith, consistent with the requirements for compliance with or exemption from Section 409A, to restructure such benefit.

(c) Conditions To And Timing Of Severance Payments. Any obligation of the Company to provide you the Severance Payments is conditioned on your signing and returning to the Company a timely and effective separation agreement containing a general release of claims and other customary terms in the form provided to you by the Company at the time your employment is terminated (the "Separation Agreement"). The Separation Agreement must become effective, if at all, by the sixtieth (60th) calendar day following the date your employment is terminated. Any Severance Payments to which you are entitled will be provided in the form of salary continuation, payable in accordance with the normal payroll practices of the Company, except that the Pro-Rata Bonus will be paid in a lump sum at the time bonuses are paid to active employees. The first payment will be made on the Company's next regular payday following the expiration of sixty (60) calendar days from the date of termination; but that first payment shall be retroactive to the day following the date your employment terminates.

(d) Benefits Termination. Except for any right you may have under the federal law known as "COBRA" or other applicable law to continue participation in the Company's group health and dental plans at your cost, your participation in all employee benefit plans shall terminate in

accordance with the terms of the applicable benefit plans based on the date of termination of your employment, without regard to any continuation of base salary or other payment to you following termination and you shall not be eligible to earn vacation or other paid time off following the termination of your employment.

(e) Survival. Provisions of this Agreement shall survive any termination of employment if so provided in this Agreement or if necessary or desirable to accomplish the purposes of other surviving provisions, including without limitation your obligations under Section 3 of this Agreement. The obligation of the Company to make payments to you under Section 5(b), and your right to retain the same, are expressly conditioned upon your continued full performance of your obligations under Section 3 hereof. Upon termination by either you or the Company, all rights, duties and obligations of you and the Company to each other shall cease, except as otherwise expressly provided in this Agreement.

6. **Treatment of Equity Awards on Certain Changes in Control.**

(a) Upon a Change in Control in which Bain Capital disposes of all or a portion of the Bain Interest representing a Parent Controlling Interest by reason of an acquisition of such interest by a similarly situated private equity firm (and not, for the avoidance of doubt, by reason of any other Change in Control, by reason of a Change in Control in which Bain Capital disposes of such Bain Interest to any other Person, or by reason of a transaction or series of transactions in which Bain Capital disposes of any or all of a portion of the Bain Interest by selling such interest into the public market), any equity award under Parent's equity incentive plan held by you, to the extent then outstanding and to the extent any portion of such award has not satisfied a time-based vesting condition applicable to such award, shall automatically be deemed to satisfy such time-based vesting condition (it being understood that any performance-based vesting condition or conditions to which the award is subject shall not lapse or otherwise be deemed satisfied solely by the terms of this Section 6(a), and shall remain subject in all respects to the performance-based vesting condition or conditions set forth in the applicable award agreement).

(b) For purposes of this Section 6, (i) "Change in Control" shall have the meaning set forth in the applicable award agreement, (ii) "Bain Capital" means BCPE Seminole Holdings LP, a Delaware limited partnership, an affiliate of Bain Capital Private Equity, and all of its affiliates, (iii) "Bain Interest" means any capital interest in Parent held by Bain Capital, including, but not limited to, (A) the shares of Parent common stock acquired by Bain Capital pursuant to that Stock Purchase Agreement, by and among Parent, H.I.G. Surgery Centers, LLC, H.I.G. Bayside Debt & LBO Fund II L.P. (for the purposes stated therein) and Bain Capital, dated May 9, 2017, (B) the 10.00% Series A Convertible Perpetual Participating Preferred Stock acquired by Bain Capital pursuant to that Securities Purchase Agreement, by and between Parent and Bain Capital, dated May 9, 2017, and (C) any other interests in Parent acquired by Bain Capital prior to or after the date hereof, (iv) "Parent Controlling Interest" means beneficial ownership (or a right to acquire beneficial ownership) of shares representing more than 50% of the total voting power of the then-outstanding shares of capital stock of Parent, and (v) "Person" means an individual, a corporation, a limited liability company, an association, a partnership, an estate, a trust or any other entity or organization, other than the Company or any Affiliate.

(c) This Section 6 shall amend and supersede any contrary provision in an award agreement evidencing the grant of incentive equity to you under Parent's equity incentive plan.

7. **Timing of Payments and Section 409A.**

(a) Notwithstanding anything to the contrary in this Agreement, if at the time your employment terminates, you are a "specified employee," as defined below, any and all amounts payable under this Agreement on account of such separation from service that would (but for this provision) be payable within six (6) months following the date of termination, shall instead be paid on the next business day following the expiration of such six (6) month period or, if earlier, upon your death; except (i) to the extent of amounts that do not constitute a deferral of compensation within the meaning of Treasury regulation Section 1.409A-1(b) (including without limitation by reason of the safe harbor set forth in Section 1.409A-1(b)(9)(iii), as determined by the Company in its reasonable good faith discretion); (ii) benefits which qualify as excepted welfare benefits pursuant to Treasury regulation Section 1.409A-1(a)(5); or (C) other amounts or benefits that are not subject to the requirements of Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A").

(b) For purposes of this Agreement, all references to "termination of employment" and correlative phrases shall be construed to require a "separation from service" (as defined in Section 1.409A-1(h) of the Treasury regulations after giving effect to the presumptions contained therein), and the term "specified employee" means an individual determined by the Company to be a specified employee under Treasury regulation Section 1.409A-1(i).

(c) Each payment made under this Agreement shall be treated as a separate payment and the right to a series of installment payments under this Agreement is to be treated as a right to a series of separate payments.

(d) It is the intent of the parties hereto that the payments and benefits under this Agreement comply with (or be exempt from) Section 409A and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted in accordance therewith. In no event, however, shall the Company have any liability relating to the failure or alleged failure of any payment or benefit under this Agreement to comply with, or be exempt from, the requirements of Section 409A.

8. **Conflicting Agreements.** You hereby represent and warrant that your signing of this Agreement and the performance of your obligations under it will not breach or be in conflict with any other agreement to which you are a party or are bound, and that you are not now subject to any covenants against competition or similar covenants or any court order that could affect the performance of your obligations under this Agreement. You agree that you will not disclose to or use on behalf of the Company any confidential or proprietary information of a third party without that party's consent.

9. **Withholding.** All payments made by the Company under this Agreement shall be reduced by any tax or other amounts required to be withheld by the Company under applicable law.

10. **Recoupment**. The Company may recover amounts paid to you hereunder or under any other plan or program of, or agreement or arrangement with, the Company, and any gain in respect of any equity awards granted to you, in accordance with any applicable Company clawback or recoupment policy that is generally applicable to the Company's other senior executives, 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.

11. **Assignment.** Neither you nor the Company may make any assignment of this Agreement or any interest in it, by operation of law or otherwise, without the prior written consent of the other; provided, however, the Company may assign its rights and obligations under this Agreement without your consent to one of its Affiliates or to any Person with whom the Company shall hereafter effect a reorganization, consolidate or merge, or to whom the Company shall hereafter transfer all or substantially all of the properties or assets related to the business for which you work. This Agreement shall inure to the benefit of and be binding upon you and the Company, and each of your or its respective successors, executors, administrators, heirs and permitted assigns.

12. **Severability.** If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. **Miscellaneous.** This Agreement sets forth the entire agreement between you and the Company, and replaces all prior and contemporaneous communications, agreements and understandings, written or oral, with respect to the terms and conditions of your employment. This Agreement may not be modified or amended, and no breach shall be deemed to be waived, unless agreed to in writing by you and an expressly authorized representative of the Board. The headings and captions in this Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. Provisions of this Agreement shall survive any termination or expiration hereof or any termination of your employment if so provided in this Agreement or as necessary or desirable to accomplish the purpose of the surviving provisions. This is a Tennessee contract and shall be governed and construed in accordance with the laws of the State of Tennessee, without regard to any conflict of laws principles that would result in the application of the laws of any other jurisdiction. You agree to submit to the exclusive jurisdiction of the courts of or in the State of Tennessee in connection with any dispute arising out of this Agreement.

14. **D&O Insurance**. You shall be entitled to coverage under the director's and officer's indemnification insurance policy maintained by the Company as in effect from time to time with respect to acts undertaken by you in connection with your employment by the Company in accordance with the terms of such insurance policy.

15. **Notices.** Any notices provided for in this Agreement shall be in writing and shall be effective when delivered in person or deposited in the United States mail, postage prepaid, and addressed to you at your last known address on the books of the Company or, in the case of the Company, to it at its principal place of business, attention of the Chair of the Board, or to such other address as either party may specify by notice to the other actually received.

[*Remainder of page intentionally left blank.*]

If the foregoing is acceptable to you, please sign this letter in the space provided and return it to me no later than January 3, 2018. At the time you sign and return it, this letter will take effect as a binding agreement between you and the Company on the basis set forth above. The enclosed copy is for your records.

Sincerely yours,

Surgery Partners, Inc.

By: /s/ Jennifer Baldock
Name: Jennifer Baldock
Title: Senior Vice President,
General Counsel and Secretary

Surgery Partners, LLC

By: /s/ Jennifer Baldock
Name: Jennifer Baldock
Title: Vice President, Secretary

Accepted and Agreed:

/s/ Wayne DeVeydt
Wayne DeVeydt

Date: 1/3/2018

Surgery Partners Announces Appointment of Wayne S. DeVeydt as Chief Executive Officer

Committed managed care executive with more than 20 years of operational, strategic and financial experience, well-positioned to spearhead Surgery Partners' next phase of growth

NASHVILLE, Tenn., Jan. 5, 2017 — Surgery Partners, Inc. (NASDAQ:SGRY) (the "Company"), a leading healthcare services company, today announced the appointment of Wayne S. DeVeydt as Chief Executive Officer and member of the Board of Directors, effective immediately. Mr. DeVeydt succeeds Clifford Adlerz, who was named as Interim Chief Executive Officer in September. Mr. Adlerz will maintain his position as a Director on the Board.

Devin O'Reilly, Chairman of the Company's Board of Directors, said, "We are thrilled to welcome Wayne to the Surgery Partners family. The Board of Directors and I are confident that he is the right person to lead Surgery Partners into its next phase of growth. His significant experience and positive track record in overseeing and integrating large, diversified businesses, coupled with his strategic vision and strong capital markets and M&A experience, make Wayne the right leader for Surgery Partners."

Mr. O'Reilly continued, "On behalf of the entire Board, I would like to express our gratitude to Cliff for his leadership over the past few months while we've worked diligently to find the best long-term candidate for the job. His steady hand and commitment to Surgery Partners and its patients, payors, and providers is commendable, and we look forward to continuing to draw on his strategic insights as a colleague on the Board."

Mr. DeVeydt brings more than twenty years of operational and strategic experience as well as strong financial oversight and acumen. For nearly a decade, he served as the Executive Vice President and Chief Financial Officer of Anthem, Inc., overseeing the financial operations associated with the company's over $82 billion in annual revenues. During his tenure at Anthem, he also held numerous other leadership roles including Chief Strategy Officer, Chief Accounting Officer, and Chief of Staff to the Chairman and Chief Executive Officer. Prior to his work at Anthem, Mr. DeVeydt was a partner with PricewaterhouseCoopers, the multinational accounting and consulting firm, with a focus on the managed care and healthcare sector across the United States. He currently serves on the Board of Directors of NiSource, Inc. and Myovant Sciences, Ltd. He received a B.S. in business administration from the University of Missouri in St. Louis.

Mr. DeVeydt stated, "It is an exciting time to join such a strong, high-growth business that is uniquely positioned to capitalize on current favorable industry trends. As the leading independent short stay surgical company, Surgery Partners is on the right side of the health care equation: higher quality and lower costs. Having worked on the payor side of the aisle for over a decade, I look forward to incorporating my experiences and deploying win-win strategies to benefit patients, physicians, and payors. I believe, there are numerous opportunities to create meaningful shareholder value over the near and long term. I look forward to working with the leadership team to achieve operational improvements, accelerate same-facility case growth, and act on accretive tuck-in acquisitions that leverage the true earnings power of a larger, integrated organization."

Mr. DeVeydt continued, "Furthermore, I'd like to thank Cliff for his insight and stewardship these past few months, and look forward to continuing to collaborate with him as a mentor and fellow member of the Board. I am excited to learn from the entire talented Surgery Partners team as we work together to capitalize on the many growth opportunities ahead to create value for all of our stakeholders."

About Surgery Partners, Inc.

Headquartered in Brentwood, Tennessee, Surgery Partners is a leading healthcare services company with a differentiated outpatient delivery model focused on providing high quality, cost effective solutions for surgical and related ancillary care in support of both patients and physicians. Founded in 2004, Surgery Partners is one of the largest and fastest growing surgical services businesses in the country, with more than 150 locations in 29 states, including ambulatory surgery centers, surgical hospitals, a diagnostic laboratory, multi-specialty physician practices and urgent care facilities.

Forward-Looking Statements

This press release contains forward-looking statements, including those regarding growth and value creating opportunities, expectations regarding industry trends and our ability to capitalize on those trends and other similar statements. These statements can be identified by the use of words such as "believes," "anticipates," "expects," "intends," "plans," "continues," "estimates," "predicts," "projects," "forecasts," and similar expressions. All forward looking statements are based on current expectations and beliefs as of the date of this release and are subject to risks, uncertainties and assumptions that could cause actual results to differ materially from those discussed in, or implied by, the forward-looking statements, including but not limited to, the risks identified and discussed from time to time in the Company's reports filed with the SEC, including the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2017, filed on November 9, 2017. Except as required by law, the Company undertakes no obligation to revise or update publicly any forward-looking statements to reflect events or circumstances after the date of this report, or to reflect the occurrence of unanticipated events or circumstances.

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