

REFINITIV

## DELTA REPORT

### 10-K

AMN - AMN HEALTHCARE SERVICES I

10-K - DECEMBER 31, 2024 COMPARED TO 10-K - DECEMBER 31, 2023

The following comparison report has been automatically generated

**TOTAL DELTAS** 4879

█ **CHANGES** 356

█ **DELETIONS** 3097

█ **ADDITIONS** 1426

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K

(Mark One)

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

For the fiscal year ended **December 31, 2023** **December 31, 2024**

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

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File No.: 001-16753



**AMN HEALTHCARE SERVICES, INC.**

(Exact Name of Registrant as Specified in Its Charter)

**Delaware**

(State or Other Jurisdiction of  
Incorporation or Organization)

**06-1500476**

(I.R.S. Employer  
Identification No.)

**2999 Olympus Boulevard**

**Suite 500**

**Dallas**

**Texas**

**75019**

(Address of principal executive offices)

(Zip Code)

Registrant's Telephone Number, Including Area Code: **(866) 871-8519**

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

Title of Each Class

Trading Symbol

Name of each exchange on which registered

Common Stock, \$0.01 par value

AMN

New York Stock Exchange

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

None.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes  No

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

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

Large Accelerated Filer  Accelerated filer  Non-accelerated filer

Smaller reporting company  Emerging growth company

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

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. Yes  No

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. o

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to \$240.10D-1(b). o

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

The aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was last sold, or the average bid and asked price of such common equity, as of **June 30, 2023** **June 30, 2024**, was **\$4,127,626,484** **\$1,934,078,967** based on a closing sale price of **\$109.12** **\$51.23** per share.

As of **February 20, 2024** **February 18, 2025**, there were **37,888,539** **38,189,048** shares of common stock, \$0.01 par value, outstanding.

Documents Incorporated By Reference: Portions of the registrant's definitive proxy statement for the annual meeting of stockholders scheduled to be held on **April 19, 2024** **May 2, 2025** have been incorporated by reference into Part III of this Form 10-K.

Auditor Name: KPMG LLP    Auditor Location: San Diego, California    Auditor Firm ID: 185

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References in this Annual Report on Form 10-K to "AMN Healthcare," "AMN," the "Company," "we," "us" and "our" refer to AMN Healthcare Services, Inc. and its wholly owned subsidiaries. This Annual Report contains references to our trademarks and service marks. For convenience, trademarks, service marks and trade names referred to in this Annual Report do not appear with the ®, ™, or SM symbols, but the lack of references is not intended to indicate that we will not assert our right to these trademarks, service marks and trade names.

## PART I

### 10-K Introduction

This section provides an overview of AMN Healthcare Services, Inc. It does not contain all of the information you should consider. Please read the entire Annual Report on Form 10-K carefully before voting or making an investment decision.

#### In Particular, Please See the Following Sections

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### Item 1. Business

#### Overview of Our Company and Business Strategy

AMN Healthcare empowers the future of care through one of the nation's broadest network of highly-qualified healthcare professionals. As the leader and innovator in total talent solutions for the healthcare sector in the United States, we tailor our solutions to our clients' workforce challenges and goals, and provide staffing, talent optimization strategies, and technology solutions to support caregivers and patient care. We are passionate about all aspects of our mission to:

- Deliver the right talent and insights to help healthcare organizations optimize their workforce.
- Provide healthcare professionals opportunities to do their best work toward high-quality patient care.
- Create [a](#) [an innovative and values-based culture of innovation and inclusion](#) in which our team members can achieve their goals.

Our solutions enable our clients to build a sustainable quality, cost effective workforce, increase efficiency, and elevate the patient experience. Our comprehensive suite of talent solutions provides management, staffing, recruitment, language services, technology, predictive and market analytics, and related services to build and manage all or part of our clients' healthcare workforce needs. We offer temporary and permanent career opportunities to our healthcare professionals, from nurses, doctors, physicians, and allied health professionals to healthcare leaders and executives in a variety of settings across the nation.

Our strategy is designed to support growth in the number and size of customer relationships and expansion of the markets we serve as care delivery settings continue to evolve and expand. Driving increased adoption of our numerous talent solutions through cross-selling will deepen and broaden our customer relationships. We will continue to innovate, develop and invest in new, complementary service and technology solutions that optimize and manage our clients' workforce, enhance the patient experience, better engage our talent network and expand into different healthcare delivery settings. We expect this will enable us to expand our strategic customer relationships, while driving more recurring revenue, with an improved margin mix, that will be less sensitive to economic cycles.

Over the past decade, our business has evolved beyond traditional healthcare staffing and recruitment services; we have become a strategic total talent solutions partner with our clients. We expanded our portfolio to serve a diverse and growing set of healthcare talent-related needs. In addition to our traditional staffing services, our suite of healthcare workforce solutions includes managed services programs ("MSP"), vendor management systems ("VMS"), medical language interpretation services, predictive labor analytics, workforce optimization technology and consulting, clinical labor scheduling, recruitment process outsourcing ("RPO"), and revenue cycle solutions. We enable clients to build, manage and optimize their healthcare talent to deliver great patient outcomes and experiences. Our talent network includes thousands of highly skilled, experienced professionals who trust us to place them in environments that expand and leverage their qualifications and expertise.

When developing and acquiring talent solutions, both services and technology, we consider many important criteria: (1) identifying and addressing the most pressing current and future needs of our clients and talent network; (2) alignment with our core operations, expertise, and access to healthcare professionals; (3) ways to deepen and broaden our client and healthcare professional relationships; (4) talent and technology solutions that expand the markets we serve; and (5) businesses that reduce our sensitivity to economic cycles and enhance our profitability.

Continuous improvement of our operations and business technology is a core component of our growth strategy and profitability goals. We have accelerated the integration of technology-based solutions in our core recruitment processes through investment in digital capabilities, mobile applications, brand consolidation and data analytics. These technology investments provide a more seamless and efficient workflow for our team members, our healthcare professionals and our clients. For example, during 2023, 2024, we launched WorkWise, a healthcare technology solution that quantifies staffing demand with predictive scheduling, automates workforce and vendor management in one solution, and seeks to improve the clinician experience. We added capabilities and functionalities for ShiftWise Flex, AMN Healthcare's next-generation VMS that leverages the power of automation to increase efficiency of talent matching, credentialing, and candidate self-service, enabling our clients to develop sustainable workforces to deliver better outcomes for patients and caregivers alike. ShiftWise Flex is also integrated with AMN Passport, our top clinician-rated mobile application with more than 225,000 270,000 registered users as of January 2024, 2025. AMN Passport provides a centralized experience for nurses and allied professionals to find, book and manage assignments, access time and pay details, and receive instantaneous alerts and updates, while also creating operational efficiencies through the ability to customize job preferences, store and manage credentials, electronically sign important documents and contact our dedicated recruiters. We believe our investments in technology systems will help us realize greater scale, agility, speed, and cost efficiencies and will improve the experience for our healthcare professionals, professionals and clients.

## Human Capital Management

The strength of our Our human capital management strategy is foundational a foundation of our business strategy as we invest resources strive to address the short- and long-term talent shortages, including the healthcare labor shortages faced by needs of our clients. Development of a broad base of healthcare professionals and corporate team members who feel valued, respected and supported is essential to driving shareholder value and achieving our long-term growth objectives. To support these objectives, our human capital management strategy focuses on talent acquisition, engagement, retention, diversity, equity, inclusion, and employee well-being and belonging.

## Employee Well-being

Our commitment to supporting the mental, physical, and economic well-being of our team members and healthcare professionals continued throughout 2023, 2024. The care, support and safety of our frontline healthcare professionals remains at the forefront for us. We have provided our healthcare professionals with additional support through access to employee assistance programs, on demand mental health resources through nonprofit partners and third-party vendors, sick pay while quarantined, wellness products and services to care for them while they are caring for our communities. We have also updated AMN Passport, our top clinician-rated mobile application, to allow users to see their impact on the patients they support. The app now includes an impact tracker in user profiles that shows the amount of patient care hours they provide and how many communities they serve over their career with us.

We also continued our AMN Healthcare Hardship Fund providing financial support for team members experiencing extreme financial hardship, as well as launched and our AMN Caring for Caregivers Fund, to provide similar support to our healthcare professionals. Through these funds, through which corporate team members and healthcare professionals, respectively, can receive financial support for qualifying events such as life-threatening or serious illnesses, natural disasters, funeral costs, or other events causing financial strain. This support is in addition to the insurance and other benefits and employee assistance programs available to support our team members and healthcare professionals.

To reward our employees for their extraordinary efforts and dedication to advancing AMN Healthcare and supporting our clients and healthcare professionals during 2023, and to further align their interests with that of our shareholders, we launched the first offering period for our continued to offer an employee stock purchase plan ("ESPP") to attract, motivate and retain employees and to provide a way for our employees to acquire an equity interest in our company. We also invested in the long-term financial well-being of

For our corporate team members, by adding a Roth 401(k) option to our existing 401(k) program beginning January 1, 2024.

As of December 31, 2023, we had 3,585 corporate team members, which includes both full-time and part-time employees. During the fourth quarter of 2023, we had an average of (1) 11,869 nurses, allied and other healthcare professionals, (2) 293 executive and clinical leadership interim staff, and (3) 2,479 medically qualified interpreters working

for us. This does not include independent contractors, such as our locum tenens and contract interpreters, who were not our employees in 2023. In

addition to our team members and independent contractors, we also leverage global partners to support our 24/7 client service model.

#### **Health and Safety**

AMN is committed to providing comprehensive benefit options, including health insurance, a prescription drug benefit, life and disability insurance, and paid time off. We also provide a variety of other voluntary programs to support the health and well-being of our team members and their families, such as health and flexible spending accounts, family leave, adoption assistance, education assistance, retirement plans, employee assistance programs, and financial wellness programs.

In June 2022, as the pandemic subsided and workplace safety improved with the availability of vaccines, we carefully returned to the office in phases. We now have fully embraced a hybrid flexible work environment, with team members working a combination of in the office and virtually to fully support our clients and healthcare professionals with the highest level of service, regardless of their location and without disruption to our business operations. As our corporate team members have returned to our offices, health and safety remains paramount. We believe it is important to bring our teams together to instill and reinforce our values-based culture, provide an opportunity to build meaningful connections with each other and the communities we serve as well as provide ongoing professional development and advancement opportunities. Our team members are located across the country, and we have offices in Dallas, TX; San Diego, CA; Omaha, NE; Boca Raton, FL; Florham Park, NJ; and Atlanta, and Savannah, GA.

As of December 31, 2024, we had 2,968 corporate team members, which includes both full-time and part-time employees. During the fourth quarter of 2024, we had an average of (1) 9,206 nurses, allied and other healthcare professionals, (2) 257 executive and clinical leadership interim staff, and (3) 2,819 medically qualified interpreters working for us. This does not include independent contractors, such as our locum tenens and contract interpreters, who were not our employees in 2024. In addition to our team members and independent contractors, we also leverage global partners to support our 24/7 client service model.

#### **Learning and Professional Development**

AMN's purpose is to help our team members and healthcare professionals achieve their personal and professional goals. To fulfill this purpose, goals, we continue to make significant investments in our multi-faceted professional development programs.

We serve the clinical education needs of our healthcare professionals through a multi-pronged approach: pre-hire skills checklists to self-assess current clinical expertise, skills, and knowledge; pre-assignment knowledge assessments to test knowledge in a specialty practice area; pre-assignment required training; access to free continuing education courses while on assignment; and opportunities to transition into practice in specialty settings.

Throughout 2023, more than 700 2024, nearly 500 team members were promoted or transferred internally into new positions, representing approximately 20% 17% of our corporate team members. Our professional development education assistance program provides reimbursement to our corporate team members to advance their knowledge and skills through certificate and degree programs. We offer leadership development curriculums led by our team of learning and talent development professionals for newly hired and promoted leaders, called LEAD at AMN, as well as a leadership curriculum for our individual contributors who are seeking leadership positions, which we call our emerging leaders program. Additionally, our mentorship program allows team members the opportunity to connect with colleagues across the company to support their development, strengthen their skills, and deepen relationships. Nearly 20% Approximately 10% of our team members were enrolled in the mentoring program during 2023, 2024, which resulted in approximately 300 100 mentoring connections. These programs are supplemented with professional development resources from third-party vendors and our corporate memberships in large industry associations, to which every team member has access.

Our training and development programs include curriculum that promotes and nurtures our values-based culture and commitment to ethics compliance and diversity, equity and inclusion (as detailed more specifically below). Substantially all of our people leaders completed our inclusive leaders curriculum and, in 2023, compliance. In 2024, we had a 97% 98% completion rate for our ethics and compliance training program, which includes, but is not limited to, training on our Code of Conduct, harassment prevention and cybersecurity.

#### **Diversity, Equity and Inclusion**

At AMN our diversity, equity and inclusion ("DEI") philosophy is grounded in the belief that creating an inclusive workplace that captures diverse perspectives and backgrounds is instrumental in fueling innovation and driving better outcomes for our clients and clinicians, making us the leader in total talent solutions. We are committed to driving DEI at AMN and throughout our value chain and industry. The DEI Excellence Council sponsored by our executive leadership team, ensures we advance enterprise inclusion efforts. We believe strongly that cultivating a diverse, equitable and inclusive workforce enables us to recruit and retain the best talent, and to develop that talent so that we can best address the evolving needs of our stakeholders. To this end, AMN provides several opportunities for team members to participate in live DEI workshops where education and discussion around identity and inclusion equip participants with the skills to successfully engage in a growing, diverse modern workplace.

In 2023, we continued our corporate fellowship program with Hiring Our Heroes, a veterans organization, and expanded our partnerships with Historically Black Colleges and Universities Career Development Marketplace and early talent platform Handshake. We track our hiring, promotion, retention and engagement rates to inform our overall progress in attainment of our workforce goals. Our commitment to equity is reflected in our compensation philosophy and programs and our leadership development strategy, including identifying high-potential diverse talent within the Company.

While the diverse backgrounds and experiences we seek are broad, here is a snapshot of the diversity of our corporate team members as of December 31, 2023: 69% of our team members are women; 63% of our supervisor through senior manager roles are held by women; 56% of our board of directors are women; 43% of our team members are from historically underrepresented groups; our team is 57% Millennials, 32% Generation X, 6% Baby Boomers, and 5% Generation Z; and team members self-identified as veterans, disabled, and LGBTQ+, each representing approximately 3% of our team.

In each of the last seven years, AMN has been named to the Bloomberg Gender-Equality Index. AMN has received a top ranking – 95 out of 100 – in the Human Rights Campaign Foundation's Corporate Equality Index in each of the last four years. We believe that human capital management infrastructure, including our DEI commitment, is

fundamental to our continued recognition as one of America's Most Responsible Companies by *Newsweek* in each of the last five years. AMN was also recognized by *Newsweek* as one of America's Greatest Workplaces for Diversity for 2024.

#### **Team Member Communication and Engagement**

Team member engagement and wellness is of critical importance to our success. In 2023, 2024, we continued to prioritize engaging with our team members through monthly quarterly town halls and an enterprise-wide company meeting with our chief executive officer and other senior executives. To assess the engagement of our team members and take action to mitigate risks associated with workforce engagement, development and retention, we conducted our annual survey to assess team member engagement, with 79% enterprise participation.

In addition, in 2023, 2024, we continued our focus on creating opportunities for team members to build connections with colleagues through our ten employee resource groups ("ERG"). Best practice research indicates that team member engagement and retention is positively impacted if team members are connected to peers who share their viewpoints and backgrounds and leaders who are invested in their success. We have invested in and dedicated resources to build an inclusive infrastructure to support our ERGs. These resource groups continue to foster engagement through their close alignment with the diverse interests and backgrounds of our team members. As of December 31, 2023 December 31, 2024, approximately 40% more than 45% of our corporate team members participate in one or more ERG. Each ERG is sponsored by one or more members of our executive team, and in 2023, 2024, AMN's collective ERGs hosted more than 100 150 member events and meetings.

While our team members' backgrounds and experiences are broad, here is a snapshot of the demographics of our corporate team members as of December 31, 2024: 68% of our team members are women; 73% of our supervisor through senior manager roles are held by women; 44% of our board of directors are women; 37% of our team members identify as black, indigenous, or people of color ("BIPOC"); our team is 57% Millennials, 32% Generation X, 6% Baby Boomers, and 5% Generation Z; and team members self-identified as veterans, disabled, and LGBTQ+, each representing approximately 3% of our team.

#### **Board Oversight**

Our Board of Directors plays an active role in overseeing our human capital management strategy and programs. Our Talent and Compensation Committee provides oversight of our human capital management programs, including talent strategies, diversity, equity and inclusion initiatives, compensation plans and policies, and talent acquisition, development, engagement and retention.

#### **Our Services**

In 2023, 2024, we conducted our business through three reportable segments: (1) nurse and allied solutions, (2) physician and leadership solutions, and (3) technology and workforce solutions. We describe each segment's revenue and operating results under "Management's Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations." Our go-to-market strategy blends solutions from all three reportable segments, combining staffing, talent planning and acquisition, and technology-enabled solutions.

##### **Workforce Staffing**

(1) **Nurse Staffing.** We offer a range of specialty recruitment and temporary assignment lengths for nursing. A rigorous quality process ensures that each nursing candidate possesses the necessary training, licensure, and clinical competencies needed for a client facility. Nurse staffing solutions that we offer include (a) travel nurse staffing which are typically for a 13-week assignment but can support a wide range of assignment lengths, (b) international nurse staffing for which we recruit registered nurses from outside of the United States on long-term contracts ranging from 24 to 36 months, (or for) (c) international nurse permanent placement which provides our clients with direct placement with our clients, (c) of nurses from outside of the United States, (d) crisis nurse staffing (commonly referred to as critical staffing and rapid response nursing) for which we quickly coordinate and deploy registered nurses to provide temporary assistance on assignment during critical periods such as unexpected specialty gaps and urgent needs, including pandemic surges, natural disasters and other emergency situations, (d) (e) labor disruption staffing for which we provide crucial support for clients involved in strikes of nurses and allied professional staff, and (e) (f) local staffing of all nursing specialties, covering short-term assignments with same-day shifts that potentially last for several weeks.

(2) **Allied Staffing.** We provide allied health professionals to acute-care hospitals and other healthcare facilities such as skilled nursing facilities, rehabilitation clinics, schools, and pharmacies. Allied health professionals include such disciplines as physical therapists, respiratory therapists, occupational therapists, medical and radiology technologists, lab technicians, speech pathologists, rehabilitation assistants and pharmacists. Our solutions for schools feature an advanced teletherapy platform, Teleivate, and qualified school speech-language pathologists, psychologists, nurses,

social workers, and other care providers who provide customized care and interactive learning plans to engage students.

(3) **Revenue Cycle Solutions.** We provide skilled labor solutions for remote medical coding, clinical documentation improvement, case management, and clinical data registry, and also provide auditing and advisory services.

(4) **Physician and Advanced Practice Staffing.** We provide locum tenens staffing services through which we offer clients thousands of physicians of all specialties and advanced practice and other clinicians. Typically on an independent contractor basis, locum tenens professionals are placed on temporary assignments with all types of healthcare organizations throughout the United States, including hospitals, health systems, medical groups, occupational medical clinics, psychiatric facilities, government institutions and insurance companies. Our recent acquisition of MSI Systems Corp. and DrWanted.com LLC (together, "MSDR") expands our portfolio of physician solutions

and provides clients with a larger and more diverse candidate pool. We also offer full-service, permanent physician search (also referred to as physician permanent placement) across many specialties and modalities, specializing in recruiting and placing top physicians and advanced practitioner talent in jobs across the country.

(5) **Interim Leadership Staffing.** We provide executive and clinical leadership interim staffing. Practice areas include senior healthcare executives, physician executives, chief nursing officers and other clinical and operational leaders. Interim leaders provide strategic guidance and assist in setting short and long-term goals to offer immediate support, maintain momentum, and contribute leading practices and perspectives. Our interim leaders enjoy the flexibility of a consulting role with the stability of full-time employment.

(6) **Executive Search and Academic Leadership.** We Augmenting our permanent placement service offerings, we provide executive leadership search services across the healthcare industry with areas of focus including academic medical centers and children's hospitals nationwide. This business line provides us greater access to the "C-suite" of our clients and prospective clients, which we believe helps improve our visibility as a strategic partner to them and helps provide us with cross-selling opportunities.

#### **Talent Planning & Acquisition**

(7) **Managed Services Programs.** Many of our clients and prospective clients use a number of healthcare staffing agencies to fulfill their healthcare professional needs. We offer a comprehensive managed services program, in which we manage all or a portion of a client's contingent staffing needs. Through our MSPs, we place our own healthcare professionals and utilize other staffing agencies to fulfill the client's needs. We believe an MSP increases efficiencies and often provides cost savings while enhancing provider experiences. We often use our own VMS technology as part of our staffing-led and vendor-neutral MSPs, which we believe further enhances the value of our service offering. In 2023, 2024, we had approximately \$3.4 billion in spend under management through our MSPs and approximately 54% 45% of our consolidated revenue flowed through MSP relationships. Together with the vendor-neutral spend through our VMS programs (as discussed below), we had approximately \$7.6 billion of spend under management during 2023, 2024.

(8) **Recruitment Solutions.** We partner with clients to streamline their permanent workforce planning and recruitment process through one efficient, agile solution. Our recruitment solutions, which many refer to as RPO, are customized to the client's particular needs, in which we recruit, hire and/or onboard permanent clinical and nonclinical positions on their behalf. We provide technology and data intelligence that enable sustainable, long-term improvement and offer flexible solution options and agile, scalable processes in our pay-for-performance model.

#### **Technology**

(9) **Language Interpretation.** AMN Language Services provides healthcare interpretation services via proprietary platforms that enable video remote interpretation, over the phone interpretation, onsite interpretation, and telehealth interoperability, with more than 350 375 health systems, more than 2,300 2,600 hospitals, and thousands of clinics using our solutions. These services are all supported by proprietary technology platforms which enable real-time routing of video and audio calls, drive client efficiency with an in-person scheduling mobile application, and power interoperability with multiple telehealth platforms and EMRs.

(10) **Vendor Management Systems.** In addition to our MSP capabilities, we are also a leading provider for vendor-neutral VMS technology and support services for clients that prefer to self-manage the procurement of contingent clinical labor and their internal float pool. If clients use other staffing companies (associate vendors), our software as a service ("SaaS")-based VMS technologies help them track and efficiently organize their staffing process. Our leading VMS products, which collectively serve clients of all sizes and complexity, are ShiftWise including the recent release of ShiftWise Flex, Medefis and b4health. Our VMS technologies provide, among other things, control over a wide variety of tasks via a single system and consolidated reporting.

In 2023, 2024, we had approximately \$4.2 billion \$2.0 billion in gross spend flow through our VMS programs, for which we typically earn a fee as a percentage of spend.

(11) **Scheduling and Staff Planning.** We offer Smart Square, healthcare scheduling software that combines demand forecasting (predictive analytics) with robust scheduling functionality, enterprise transparency, patented open shift management, and business intelligence tools all-in-one application. The SaaS platform provides fast implementations and is utilized in acute care, clinics, ancillary, long-term care and senior care settings. We also provide consulting services to our clients to evaluate their staffing spend and offer recommendations for savings by optimizing workforce and scheduling capabilities.

We typically experience modest seasonal fluctuations during our fiscal year, and they tend to vary among our businesses and reportable segments. These fluctuations can vary slightly in intensity from year to year.

#### **Our Healthcare Professionals**

The recruitment of a sufficient number of qualified healthcare professionals to work on temporary assignments and for placement at healthcare organizations is critical to the success of our business. Healthcare professionals choose temporary assignments for a variety of reasons that include seeking flexible work opportunities, exploring diverse practice

settings, building skills and experience by working at prestigious healthcare facilities, working through life and career transitions, and as a means of access into a permanent staff position.

We recruit our healthcare professionals, depending on the particular service line, under the following brands: AMN Healthcare, Nursefinders, **HealthSource Global Staffing**, O'Grady Peyton International, Connetics, Medical Search International, DRW Healthcare Staffing, and B.E. Smith. Our recruiting strategy is supported by innovative and effective digital-first marketing programs that focus on lead management, including our digital presence on websites, social media, and mobile applications. Word-of-mouth referrals from the thousands of current and former healthcare professionals we have placed enhance our effectiveness at reaching healthcare professionals.

Our process to attract and retain healthcare professionals for temporary assignments and permanent placement depends on (1) offering a large selection of assignments and placements in a variety of geographies and settings with opportunities for career development, (2) creating competitive compensation packages, (3) developing passionate, knowledgeable recruiters and service professionals who understand the needs of our healthcare professionals and provide a personalized approach, and (4) maintaining a reputation for service excellence. The attractive compensation, benefits and reimbursement package that we provide our temporary healthcare professionals includes a competitive wage, professional development opportunities, professional liability insurance, 401(k) plan, ESPP, health insurance and reimbursements for housing, meals and travel expenses.

## Our Geographic Markets and Client Base

During each of the past three years, (1) we generated substantially all our revenue in the United States and (2) substantially all our long-lived assets were located in the United States. We typically generate revenue in all 50 states. During **2023**, **2024**, the largest percentages of our revenue were concentrated in California, **Texas** **New York** and **Georgia**, **Texas**.

More than half of our temporary and contract healthcare professional assignments occur at acute-care hospitals. In addition to acute-care hospitals, we provide services to sub-acute healthcare facilities, physician groups, rehabilitation centers, schools, home health service providers and ambulatory surgery centers. Our clients include many of the largest and most prestigious and progressive health care systems in the country. Kaiser Foundation Hospitals (and its affiliates), to whom we provide clinical managed services, comprised approximately **17%** **16%** of our consolidated revenue and **22%** **23%** of our nurse and allied solutions segment revenue for the fiscal year ended **December 31, 2023** **December 31, 2024**. No other client healthcare system or single client facility comprised more than 5% of our consolidated revenue for the fiscal year ended **December 31, 2023** **December 31, 2024**.

## Our Industry

The primary healthcare service markets in which we compete are U.S. temporary and contract healthcare staffing, workforce **vendor neutral** (i.e., **VMS**) and managed service programs, locum tenens, and language services. We also operate within the interim leadership, executive search, physician permanent placement, RPO, **VMS**, and workforce optimization and consulting services markets.

### Industry Demand Drivers

Many factors affect the demand for contingent and permanent healthcare talent, which, accordingly, affects the size of the markets in which we primarily operate. Of these many factors, we believe the following serve as some of the most significant drivers of demand.

- **Economic Environment and Employment Rate.** Demand for our services is affected by growth of the U.S. economy and the employment rate. Growth in real U.S. gross domestic product generally drives rising employment rates. Favorable macro drivers typically result in increased demand for our services. Generally, we believe a positive economic environment and low unemployment lead to increasing demand for healthcare services. As employment levels rise, healthcare facilities, like employers in many industries, experience higher levels of employee attrition and find it increasingly difficult to obtain and retain permanent staff.
- **Supply of Healthcare Professionals.** While reports differ on the existence and extent of current and future healthcare professional shortages, many regions of the United States are experiencing a shortage of physicians and nurses that we believe will persist in the future. According to the The Association of American Medical Colleges the physician shortage is projected to be between 38,000 and 124,000 physicians by 2034. In nursing, McKinsey & Company estimates a nationwide physician shortage up to 86,000 by 2036. In nursing, the World Health Organization estimates a worldwide shortage of between 200,000 and 450,000 nurses available for direct patient care 4.5 million by 2025. Additionally, according 2030. According to the National Council of State Boards of Nursing, approximately 900,000 registered nurses are anticipated to leave the workforce by the end of 2027. We believe the nursing shortage has been exacerbated by the COVID-19 pandemic through nurse burnout, attrition, and retirements. Demand for our services is positively correlated with activity in the permanent labor market. When nurse vacancy rates increase, temporary nurse staffing orders typically increase as well.
- **General Demand for Healthcare Services.** Changes in demand for healthcare services, particularly at acute healthcare hospitals and other inpatient facilities, like skilled nursing facilities, affect the demand for our services. According to the U.S. Department of Health and Human Services, with the passage of the Affordable Care Act, the uninsured population declined by more than 18 million people between 2010 and 2018. Growth of the insured population contributed to a relatively sharp increase in national healthcare expenditures beginning in 2014. Additionally, the U.S. population continues to age, and medical technology advances are contributing to longer life expectancy. A pronounced shift in U.S. age demographics is expected to boost growth of **national health expenditures**, **spending**, projected by the Centers for Medicare & Medicaid Services to grow **5.0%** in **2024** at **average annual rates of 4.9%** and at **a 5.6% annual rate on average from 2025-2031, 2025-2026 and 2027-2032, respectively**, while **annual Medicare spending growth in healthcare spend** is projected to increase **7.4%** to **average annual rates of 7.1%** and at **an annual rate on average of 5.6% 7.6%** for the same time periods, respectively. According to the U.S. Census Bureau, the number of adults age 65 or older grew by 9.4% from

2020 to 2023 and is **on pace** projected to grow an estimated 31% between 2022 and 2035. People over 65 are three times more likely to have a hospital stay and twice as likely to visit a physician office compared with the rest of the population. These dynamics could place upward pressure on demand for the services we provide in the coming years. Not only does the age-demographic shift affect healthcare services demand, it also complicates the supply of skilled labor, as an increasing number of clinicians are

aging out of the workforce. Additionally, the COVID-19 pandemic resulted in an increase in hospitalizations, vaccinations and testing across the country. This additional demand for healthcare services resulted in an increased demand for our services, especially in our nurse and allied solutions segment. We expect demand for these services to remain at higher than pre-pandemic levels due to the tight labor market and the amount of care that was deferred during the pandemic.

- **Adoption of Workforce Solutions.** We believe healthcare organizations increasingly seek sophisticated, innovative and economically beneficial total talent solutions that improve patient experience and outcomes. We believe the prevalence of workforce solutions, such as MSP, VMS, RPO and workforce optimization tools, in the healthcare industry is still underpenetrated in comparison with non-healthcare sectors. During 2023, 2024, approximately 54% 45% of our consolidated revenues were generated through MSP relationships.

#### **Industry Competition**

The healthcare staffing and workforce solutions industry is highly competitive. We compete in national, regional and local markets for healthcare organization clients and healthcare professionals. We believe that our comprehensive suite of total talent solutions, our commitment to quality and service excellence, our execution capabilities, and our national footprint create a compelling value proposition for our existing and prospective clients that give us distinct, scalable advantages over smaller, local and regional competitors and companies whose solution offerings, sales and execution capabilities are not as robust. The breadth of our talent solutions allows us to provide even greater value through a more strategic and consultative approach to our clients. In addition, we believe that our size, scale and sophisticated candidate acquisition processes give us access to a larger pool of available, highly-qualified candidates than most of our competitors, while substantial word-of-mouth referral networks enable us to attract, engage, and grow a diverse, high-quality network of healthcare professionals.

Larger firms, such as us, also generally have a deeper, more comprehensive infrastructure with a more established operating model and processes that provide the long-term stability and foundation for quality standards recognition, such as the Joint Commission staffing agency certification certification. As compared to many private firms, we also offer transparency and National Committee for Quality Assurance Credentials Verification Organization certification. financial and operational controls, which we believe further enhance the value of our service offering. In its 2023 2024 ratings for total workforce solutions, MSPs, HRO Today recognized AMN Healthcare as the top-ranking healthcare workforce provider based on overall capabilities; we also were honored in the Baker's Dozen for overall quality of services, breadth of services and size of deals for both MSPs and total workforce solutions. deals.

We are a leading provider of nurse, allied and locum tenens staffing in the United States. With the historic levels of demand as a result of the COVID-19 pandemic, the healthcare staffing industry grew significantly and has been further fragmented. In nurse and allied staffing, we compete with several national competitors together with numerous smaller, regional and local companies. The locum tenens staffing market consists of many small- to mid-sized companies with only a small number of national competitors of which we are one. The healthcare interim leadership staffing, healthcare executive search services, and physician permanent placement services markets, where we believe we hold leading positions, are also highly fragmented and consist of many small- to mid-sized companies that do not have a national footprint. We also believe we have a market-leading share in vendor neutral and managed services solutions, including VMS and MSP, and healthcare language interpretation services. With the stronger competitive market, we believe AMN Healthcare is well-positioned as a tech-centric total talent solutions partner to capitalize on the larger, addressable market through our comprehensive set of workforce and tech-enabled solutions. Our leading competitors vary by segment and include Amergis, Aya Healthcare, CHG Healthcare Services, Cross Country Healthcare, HealthTrust Workforce Solutions, Ingenovis Health, Jackson Healthcare, LanguageLine Solutions, Maxim Healthcare Services, and Medical Solutions. When recruiting for healthcare professionals, in addition to other executive search and staffing firms, we also compete with hospital systems that have developed their own recruitment departments and internal travel agencies.

#### **Licensure For Our Business**

Some states require state licensure for businesses that employ, assign and/or place healthcare professionals. We believe we are currently licensed in all states that require such licenses and take measures to ensure compliance with all state licensure requirements. In addition, the healthcare professionals who we employ or independently contract with are required to be individually licensed or certified under applicable state laws. We believe we take appropriate and reasonable steps to validate that our healthcare professionals possess all necessary licenses and certifications. We design our internal processes to ensure that the healthcare professionals that we directly place with clients have the appropriate experience, credentials and skills. Our nurse, allied healthcare and locum tenens staffing divisions have received Joint Commission certification. We have also obtained our Credentials Verification Organization certification from the National Committee for Quality Assurance.

#### **Government Regulation**

We are subject to the laws of the United States and certain foreign jurisdictions in which we operate and the rules and regulations of various governing bodies, which may differ among jurisdictions. Additionally, individual states often have regulations governing healthcare staffing agencies and technology platforms, requiring registration and various types of certifications and reporting. Compliance with these laws, rules and regulation regulations has not had, and is not expected to have, a material effect on our capital expenditures, results of operations, or competitive position.

#### **Additional Information**

We maintain a corporate website at [www.amnhealthcare.com](http://www.amnhealthcare.com). We make available our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to these reports, as well as proxy statements and other information free of charge through our website as soon as reasonably practicable after being filed with or furnished to the Securities and Exchange Commission ("SEC"). Such reports, proxy statements and other information are also available on the

SEC's website, <http://www.sec.gov>. The information found on our website and the SEC's website is not part of this Annual Report on Form 10-K or any other report we file with or furnish to the SEC.

### **Special Note Regarding Forward-Looking Statements**

This Annual Report on Form 10-K, including the section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations," contains, and certain oral statements made by management from time to time, may contain, "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), that are subject to safe harbors under the Securities Act and the Exchange Act. We base these forward-looking statements on our current expectations, estimates, forecasts and projections about future events and the industry in which we operate. Forward-looking statements are identified by words such as "believe," "anticipate," "expect," "intend," "plan," "will," "should," "would," "project," "may," "could," variations of such words and other similar expressions. In addition, statements that refer to projections of financial items; anticipated growth; future growth and revenue; future economic conditions and performance; plans, objectives and strategies for future operations; and other characterizations of future events or circumstances, are forward-looking statements. Our actual results could differ materially from those discussed in, or implied by, these forward-looking statements. Factors that could cause actual results to differ from those implied by the forward-looking statements in this Annual Report on Form 10-K are described under the caption "Risk Factors" below, elsewhere in this Annual Report on Form 10-K and in our other filings with the SEC. Stockholders, potential investors, and other readers are urged to consider these factors in evaluating the forward-looking statements and cautioned not to place undue reliance on such forward-looking statements. The Company disclaims any obligation to publicly update such forward-looking statements to reflect subsequent events or circumstances.

### **Item 1A. Risk Factors**

You should carefully read the following risk factors in connection with evaluating us and the forward-looking statements contained in this Annual Report on Form 10-K. Any of the following risks could materially adversely affect our business or our consolidated operating results, financial condition or cash flows, which, in turn, could cause the price of our common stock to decline. The risk factors described below and elsewhere in this Annual Report on Form 10-K are not the only risks we face. Factors we currently do not know, factors that we currently consider immaterial or factors that are not specific to us, such as general economic conditions, may also materially adversely affect our business or our consolidated operating results, financial condition or cash flows. The risk factors described below qualify all forward-looking statements we make, including forward-looking statements within this section entitled "Risk Factors."

To develop and prioritize the following risk factors, we review risks to our business that are informed by our formal Enterprise Risk Management program, industry trends, the external market and financial environment as well as dialogue with leaders throughout our organization. Our risk factor descriptions are intended to convey our assessment of each applicable risk and such assessments are integrated into our strategic and operational planning.

#### **Risk Factors that May Affect the Demand for Our Services**

**The ability of our clients to increase the efficiency and effectiveness of their staffing management and recruiting efforts may affect the demand for our services that could negatively affect our business.**

If our clients are able to increase the effectiveness of their staffing and recruitment functions through analytics, automation, machine learning, artificial intelligence ("AI") or other advanced technologies or otherwise increase the effectiveness of their permanent hiring or retention of permanent employees, their need for our services may decline. With the advent of technology and more sophisticated staffing management and recruitment processes, including internal "travel," other healthcare staffing models, and the increasing adoption of **artificial intelligence** **AI** technologies, clients may be able to successfully increase the efficiency and effectiveness of their internal staffing management and recruiting efforts, through more effective planning and analytic tools, internet- or social media-based recruiting or otherwise. Such new technologies and processes could reduce the demand for our services, which could negatively affect our business.

**The widespread outbreak of illness or other public health crisis could have an adverse effect on our business, financial condition and results of operations.**

We could be negatively affected by the widespread outbreak of an illness or any other public health crisis. The COVID-19 pandemic negatively impacted the global economy and created significant volatility and disruption of financial markets.

Demand for our staffing services and workforce technology solutions fluctuated over the course of the COVID-19 pandemic. Initially, in 2020, demand for some temporary healthcare professionals and services decreased as the demand for non-essential and elective healthcare was initially negatively impacted by the COVID-19 pandemic. During 2021, demand for nurse and allied healthcare professionals reached record highs and throughout 2021 and 2022 demand for most other types of healthcare professionals we work with returned to and remained above pre-pandemic levels. As the pandemic has subsided, demand and bill rates, especially in our nurse and allied solutions businesses, have fluctuated decreased from the levels seen during the pandemic. **We expect this** **This decrease in demand will have has had a negative impact on our revenue, financial condition, and results of operations. However, we are unable to predict the duration and extent to which demand for our services could or bill rates will be negatively impacted by the COVID-19 pandemic or could be negatively impacted as the pandemic subsides.**

**In addition, the significant level of individuals who left the workforce, changed jobs and/or entered the "gig workforce" over the last two years may cause an increase in under- and uninsured patients, which generally results in a reduction in overall healthcare utilization and a decrease in demand for our services. We are unable to predict the duration and extent to which our businesses could be negatively impacted by this shift in the labor market.**

The COVID-19 pandemic has disrupted, and any other future outbreak of illness or other public health crises or reemergence or future strain of COVID-19 may also disrupt, our operations due to the unavailability of our corporate team members or healthcare professionals due to illness, risk of illness, quarantines, travel restrictions, vaccine mandates or other factors that limit our existing or potential workforce and pool of candidates. In addition, we have and may in the future experience negative financial effects related to the COVID-19 pandemic or other future outbreaks of illness due to higher workers' compensation and health insurance costs, for which we are largely self-insured, and payroll costs

associated with quarantine of our healthcare professionals. We may also be subject to claims regarding the health and safety of our healthcare professionals and our corporate team members.

The economic impact of the COVID-19 pandemic ~~has~~ negatively impacted the financial condition of many hospitals and healthcare ~~systems~~. Our ~~systems~~, and our clients are ~~facing~~ ~~continue to face~~ cost pressures and in turn are looking to decrease expenses, including for contingent labor and other services. Demand for our services may be impacted by these cost pressures and we may be subject to claims from these clients relating to the ability to provide services under terms and conditions that they believe are fair and reasonable.

~~The extent of the impact of COVID-19 on our operational and financial performance will depend on future developments, including the duration and spread of COVID-19.~~  
Additionally, outbreaks of illness, ~~or~~ public health crises ~~other than~~ or reemergence or future strain of COVID-19 could occur and may have similar or even more significant impact on our business.

#### **Economic downturns, inflation and slow recoveries could result in less demand from clients and pricing pressure that could negatively impact our financial condition.**

Demand for staffing services is sensitive to changes in economic activity. Many healthcare facilities utilize temporary healthcare professionals to accommodate an increase in hospital admissions. Conversely, when hospital admissions decrease in economic downturns or periods of high inflation, due to reduced consumer spending, the demand for our temporary healthcare professionals typically declines.

As economic activity slows, hospitals and other healthcare entities typically experience decreased attrition and reduce their use of temporary employees before undertaking layoffs of their regular employees, which results in decreased demand for many of our service offerings. In times of economic downturn and inflation, permanent full-time and part-time healthcare facility staff are generally inclined to work more hours and overtime, resulting in fewer available vacancies and less demand for our services. Fewer placement opportunities for our temporary clinicians, physicians and leaders also impairs our ability to recruit and place them both on a temporary and permanent basis. This may have an even greater negative effect on demand for physicians in certain specialties such as surgery, radiology and anesthesiology. In addition, we may experience pricing pressure during periods of decreased patient occupancy and hospital admissions, negatively affecting our revenue and profitability.

During challenging economic times or in the event of a reduction or elimination of government assistance, our clients, in particular those that rely on government funding, may face reduced demand for their services, reduced revenue, and issues gaining access to sufficient credit, which has resulted in and could in the future result in an impairment or further impairment of their ability to make payments to us, timely or otherwise, for services rendered. If that were to occur, we may further increase our allowance for expected credit losses and our days sales outstanding would be negatively affected.

#### **If we are unable to anticipate and quickly respond to changing marketplace conditions, such as alternative modes of healthcare delivery, reimbursement and client needs, we may not remain competitive.**

Patient delivery settings continue to evolve, giving rise to alternative modes of healthcare delivery, such as retail medicine, telemedicine and home health. In addition, changes in reimbursement models and government mandates are also impacting ~~the~~ healthcare environments.

Our success depends upon our ability to develop innovative workforce solutions, quickly adapt to changing marketplace conditions, such as reimbursement changes, and evolving client needs, comply with new federal or state regulations and differentiate our services and abilities from those of our competitors. The markets in which we compete are highly competitive, and our competitors may respond more quickly to new or emerging client needs and marketplace conditions. The development of new service lines and business models requires close attention to emerging trends and proposed federal and state legislation related to the healthcare industry. If we are unable to anticipate changing marketplace conditions, adapt our current business model to adequately meet changing conditions in the healthcare industry and develop and successfully implement innovative services, we may not remain competitive.

#### **Consolidation of healthcare delivery organizations could negatively affect pricing of our services and increase our concentration risk.**

Consolidation of healthcare delivery organizations provides them with greater leverage in negotiating pricing for services. Consolidations may also result in us losing our ability to work with certain clients because the party acquiring or consolidating with our client may have a previously established service provider they elect to maintain. In addition, our clients may increase their use of intermediaries such as vendor management service companies and group purchasing organizations that may enhance their bargaining power or clients with a larger network of healthcare professionals may develop their own temporary staffing models. These dynamics each separately or together could negatively affect pricing for our services and our ability to maintain certain clients.

Hospital concentration coupled with our ~~success in winning~~ managed services contracts means our revenues from some larger health systems have grown and may continue to grow substantially relative to our other revenue sources. For example, Kaiser Foundation Hospitals (and its affiliates) (collectively, "Kaiser") comprised approximately ~~17%~~ ~~16%~~ of our consolidated revenue in ~~2023~~, ~~2024~~. If we were to lose Kaiser as a client or were unable to provide a significant amount of services to Kaiser, whether directly or as a subcontractor, such loss may have a material adverse effect on our revenue, results of operations and cash flows.

#### **Intermediary organizations may impede our ability to secure new and profitable contracts with our clients.**

Our business depends upon our ability to maintain our existing contracts and secure new, profitable contracts. Outside of our managed services contracts, our client contracts are not typically exclusive and our clients are generally free to offer temporary staffing assignments to our competitors. Additionally, our clients may choose to purchase these services through intermediaries such as group purchasing organizations or competitors offering MSP services, with whom we establish relationships in order to continue to provide our staffing services to certain healthcare facilities. These intermediaries may negatively affect our ability to obtain new clients and maintain our existing client relationships by impeding our ability to access and contract directly with clients and may also negatively affect the profitability of these client relationships. In addition, our inability to establish relationships with these intermediaries may result in us losing our ability to work with certain healthcare facilities.

**The repeal or significant erosion of the Patient Protection and Affordable Care Act ("ACA") without a corresponding replacement may negatively affect the demand for our services.**

In 2010, the adoption of the ACA brought significant reforms to the health care system that included, among other things, a requirement that all individuals have health insurance (with limited exceptions). As a result of the ACA, the uninsured population has declined significantly. If there is a rollback of aspects of the ACA, such as Medicaid expansion, it may lead to a reduction in demand for healthcare services and the demand for our services may decline.

### **Regulatory and Legal Risk Factors**

**Investigations, claims and legal proceedings alleging medical malpractice, anti-competitive conduct, violations of employment, privacy and wage regulations and other theories of liability asserted against us could subject us to substantial liabilities.**

Like all employers, we must also comply with various laws and regulations relating to employment and pay practices and from time to time may be subject to individual, representative and class action lawsuits related to alleged wage and hour violations under California and Federal law. We are subject to possible claims alleging discrimination, sexual harassment and other similar activities in which we or our hospital and healthcare facility clients and their agents have allegedly engaged. We are also subject to examination of our payroll practices from various federal and state taxation authorities from time to time. While we believe that our employment and pay practices materially comply with relevant laws and regulations, interpretations of these laws change. Because of the nature of our business, the impact of these employment and payroll laws and regulations may have a more pronounced effect on our business. There is a risk that we could be subject to payment of significant additional wages, insurance and employment, and payroll-related taxes and sizeable statutory penalties negatively impacting our financial position, results of operations and cash flows. These laws and regulations may also impede our ability to grow the size and profitability of our operations. In addition, our involvement in these matters and any related adverse rulings may result in increased costs and expenses, cause us from time to time to significantly increase our legal accruals and/or modify our pay practices, all of which would likely have an adverse impact on our financial performance and profitability.

We, along with our clients and healthcare professionals, are subject to investigations, claims and legal actions alleging malpractice or related legal theories. At times, plaintiffs name us in these lawsuits and actions regardless of our contractual obligations, the competency of the healthcare professionals, the standard of care provided by the healthcare professionals, the quality of service that we provided or our actions. In certain instances, we are contractually required to indemnify our clients against some or all of these potential legal actions.

The size and nature of our business requires us to collect substantial personal information of healthcare professionals and other team members that is subject to a myriad of privacy-related laws from multiple jurisdictions that regulate the use and disclosure of such information. In addition, many of our healthcare professionals have access to client proprietary information systems and patient confidential information. We may be required to incur significant costs to comply with mandatory privacy and security standards and protocols imposed by law, regulation, industry standards or contractual obligations with our clients. In addition, an inherent risk of the collection and access to such information includes possible claims from unintentional or intentional misuse, disclosure or use of this information. Such claims may result in negative publicity, injunctive relief, criminal investigations or charges, civil litigation, payment by us of monetary damages or fines, or other adverse effects on our business, which may be material.

We are also subject to certain laws and regulations applicable to recruitment and employment placement agencies with which we must comply in order to continue to conduct business in that specific state.

As we grow and increase our leadership position, we are at greater risk for anti-competitive conduct claims and investigations, such as violation of federal and state antitrust laws and unfair business practices and "price-gouging" practices. An environment of high-demand for healthcare staffing support coupled with the healthcare labor shortage, especially with respect to nurse and allied healthcare professionals, has led and may continue to lead to higher wages for healthcare professionals and higher costs to our clients for healthcare staffing. This may lead to claims and investigations into pricing and competitive conduct in the healthcare staffing industry. While we believe that our business practices, including pricing and competitive conduct, comply with all applicable laws and regulations, we may nonetheless be subject to inquiries, claims or investigations which could negatively impact our reputation and business.

As we incorporate AI and machine learning into our business there are uncertainties in the legal regulatory regime relating to AI that may require significant resources to modify and maintain our business practices to comply with U.S. and non-U.S. laws, the nature of which cannot be determined at this time. If the jurisdictions in which we operate decide to adopt laws governing AI, such legislation may render the use of such technologies challenging, impossible or financially prohibitive.

We maintain various types of insurance coverage for many types of claims, including professional liability, errors and omissions, employment practices and cyber, through commercial insurance carriers and a wholly-owned captive insurance company and for other claims such as wage and hour practices and competition actions, we are uninsured. The cost of defending such claims, even if groundless, could be substantial and the associated negative publicity could adversely affect our ability to attract, retain and place qualified employees and healthcare professionals in the future. We may also experience increased insurance premiums and retention and deductible accruals that we may not be able to pass on to our clients, thereby reducing our profitability. Moreover, our insurance coverage and reserve accruals may not be sufficient to cover all claims against us.

**We are subject to federal and state healthcare industry regulation including conduct of operations, costs and payment for services and payment for referrals as well as laws regarding immigration and government contracting.**

The healthcare industry is subject to extensive and complex federal and state laws and regulations related to conduct of operations, costs and payment for services and payment for referrals. We provide talent solutions and technologies on a contract basis to our clients, who pay us directly. Accordingly, Medicare, Medicaid and insurance reimbursement policy changes generally do not directly impact us. Nevertheless, reimbursement changes in government programs, particularly Medicare and Medicaid, can and do indirectly affect the demand and the prices paid for our services. For example, our clients could receive reduced or no reimbursements because of a change in the rates or

conditions set by federal or state governments that would negatively affect the demand and the prices for our services. Moreover, our hospital, healthcare facility and physician practice group clients could suffer civil and criminal penalties, and be excluded from participating in Medicare, Medicaid and other healthcare programs for failure to comply with applicable laws and regulations that may negatively affect our profitability.

In our international nurse business, we recruit registered nurses from outside of the United States who rely on visas to be eligible to be placed or hired directly with healthcare facilities. Visa retrogression, where the date(s) that determine availability for applying for a visa are moved to a later date, has had and may in the future have a negative impact on our international nursing volumes. Additionally, other changes in immigration policy, laws and processes could negatively impact our financial performance.

A portion of our hospital and healthcare facility clients are state and federal government agencies, where our ability to compete for new contracts and orders, and the profitability of these contracts and orders, may be affected by government legislation, regulation or policy. Additionally, in providing services to state and federal government clients and to clients who participate in state and federal programs, we are also subject to specific laws and regulations, which government agencies have broad latitude to enforce. If we were to be excluded from participation in these programs or should there be regulatory or policy changes or modification of application of existing regulations adverse to us, it would likely materially adversely affect our brand, business, results of operations and cash flows.

We are also subject to certain state laws and regulations applicable to healthcare staffing and "nursing pools" with which we must comply in order to continue to conduct business in that particular state. Regulation relating to healthcare staffing agencies has increased the operational and administrative requirements and increased the cost to provide various of our services in certain states. If regulation of our services continues to increase it could have a negative impact on our ability to profitably provide services in some states. We may also be subject to state laws that impose caps or other limitations on amounts that may be charged to clients for certain types of healthcare staffing, which in turn impacts the wages paid to healthcare professionals and may impact our ability to attract healthcare professionals to assignments in these states. In addition, it is generally our practice to pass along the increased costs associated with higher wages for healthcare professionals on to our clients. If new or additional caps or other price limitations were imposed that prevented us from passing these increased costs on or if the amount that we were able to pass on to our clients is limited, it would likely have an adverse impact on our financial performance and profitability.

#### **The challenge to the classification of certain of our healthcare professionals as independent contractors could adversely affect our profitability.**

Historically, we have treated our locum tenens, which include physicians and certain advanced practitioners, such as certified nurse anesthetists, nurse practitioners and physician assistants, as independent contractors. Certain state laws regarding classification of independent contractors have been modified in the past few years and as a result, we have altered our classification of certain locum tenens providers in certain instances. Other states and/or the Federal government may choose to adopt similar restrictions that may require us to expand our employee classifications for locum tenens. If this occurs, it could increase our employee costs and expenses and could negatively impact our profitability.

In addition, Federal or state taxing authorities may take the position that locum tenens are employees exposing us to additional wage and insurance claims and employment and payroll-related taxes. A reclassification of our locum tenens to employees from independent contractors could result in liability that would have a significant negative impact on our profitability for the period in which such reclassification was implemented, and would require changes to our payroll and related business processes, which could be costly. In addition, many states have laws that prohibit non-physician owned companies from employing physicians, referred to as the "corporate practice of medicine." If our independent contractor physicians were classified as employees in states that prohibit the corporate practice of medicine, we may be prohibited from conducting our locum tenens staffing business in those states under our current business model, which may have a substantial negative effect on our revenue, results of operations and profitability.

#### **Risk Factors Related to Our Operations, Personnel and Information Systems**

**If we do not continue to recruit and retain sufficient quality healthcare professionals at reasonable costs, it could increase our operating costs and negatively affect our business and our profitability.**

We rely significantly on our ability to recruit and retain a sufficient number of healthcare professionals who possess the skills, experience and licenses necessary to meet the requirements of our clients. With continuing clinician burnout rates, resulting from the COVID-19 pandemic, an ongoing shortage of certain qualified nurses and physicians in many areas of the United States and low unemployment rates for nurses and physicians, competition for the hiring of these professionals remains intense. Our ability to recruit temporary and permanent healthcare professionals may be exacerbated by continued low levels of unemployment.

We compete with healthcare staffing companies, recruitment and placement agencies, including online staffing and recruitment agencies, and with hospitals, healthcare facilities and physician practice groups to attract healthcare professionals based on the quantity, diversity and quality of assignments offered, compensation packages, the benefits that we provide and speed and quality of our service. We rely on our tech-enabled, relationship-oriented approach and national infrastructure to enable us to compete in all aspects of our business. We must continually evaluate and expand our healthcare professional network to serve the needs of our clients.

The costs of recruitment of quality healthcare professionals and providing them with competitive compensation packages may be higher than we anticipate, or we may be unable to pass these costs on to our hospital and healthcare facility clients, which may reduce our profitability. Moreover, if we are unable to recruit temporary and permanent healthcare professionals, our service execution may deteriorate and, as a result, we could lose clients or not meet our service level agreements with these clients that have negative financial repercussions.

**Our inability to implement new infrastructure and technology systems and technology disruptions may adversely affect our operating results and ability to manage our business effectively.**

We have technology, operations and human capital infrastructures to support our existing business. Our ability to deliver services to our clients and to manage our commercial technologies, internal systems and data depends largely upon our access to and the performance of our management information and communications systems, including our SaaS-based solutions, client relationship management systems and client/healthcare professional-facing self-service websites and applications. These technology systems also maintain accounting and financial information upon which we depend to fulfill our financial reporting obligations. We must continue to invest in this infrastructure to support our growth, enhance our management and utilization of data and improve our efficiency.

Upgrading current systems and implementing new systems is costly and involves inherent risks, including loss of information, disruption to our normal operations, changes in accounting procedures and internal control over financial reporting, as well as problems achieving accuracy in the conversion of electronic data. Failure to properly or adequately address these issues could result in increased costs, loss of clients, healthcare professionals and talent, the diversion of management's and employees' attention and resources and could materially adversely affect our growth, financial and operating results, internal controls over financial reporting and ability to manage our business effectively.

Additionally, the current legacy systems are subject to other non-environmental risks, including technological obsolescence for which there may not be sufficient redundancy or backup. These systems, and our access to these systems, are not impervious to floods, fire, storms, or other natural disasters, or service interruptions. There also is a potential for intentional and deliberate attacks to our systems, including ransomware, that may lead to service interruptions, data corruption, data theft or data unavailability. If our current or planned systems do not adequately support our operations, are damaged or disrupted or if we are unable to replace, repair, maintain or expand them, it may adversely affect our business operations and our profitability.

**Our business could be harmed if we fail to further develop and evolve our current talent solutions technology offerings and capabilities.**

To achieve our strategic objectives and to remain competitive, we must continue to develop and enhance our talent solutions technology offerings and capabilities. This may require the acquisition of equipment and software and the development of new proprietary software and capabilities, either internally or through independent consultants, which may require significant investment of capital. If we are unable to design, develop, acquire, implement and utilize, in a cost-effective manner, technology and information systems that provide the capabilities necessary for us to compete effectively, or for any reason any interruption or loss of our information processing capabilities occurs, this could harm our business, results of operations and financial condition.

In addition, as technology continues to evolve, more tasks currently performed by people may continue to be replaced by automation, robotics, machine learning, **artificial intelligence AI** and other technological advances that may be outside of our control. These technological changes may reduce demand for our services, enable the development of competitive products or services or enable our customers to reduce or bypass the use of our services.

**Disruption to or failures of our SaaS-based or technology-enabled services, or our inability to adequately protect our intellectual property rights with respect to such technologies, could reduce client satisfaction, harm our reputation and negatively affect our business.**

The performance, reliability and security of our technology-enabled services, including our language interpretation services and SaaS-based technologies, such as AMN Language Services, **ShiftWise**, including the recent release of ShiftWise Flex, Medefis, b4health, and Avantas Smart Square are critical to such offerings' operations, reputation and ability to attract new clients. Some of our clients rely on our SaaS-based technologies to perform certain of their operational functions. Accordingly, any degradation, errors, defects, disruptions or other performance problems with our SaaS-based technologies could damage our or our clients' operations and reputations and negatively affect our business. If any of these problems occur, our clients may, among other things, terminate their agreements with us or make indemnification or other claims against us, which may also negatively affect us.

Additionally, if we fail to protect our intellectual property rights adequately with respect to our SaaS-based technologies, our competitors might gain access to it, and our business might be harmed. Moreover, if any of our intellectual property rights associated with our SaaS-based technologies are challenged by others or invalidated through litigation, defending our intellectual property rights might also entail significant expense. Accordingly, despite our efforts, we may be unable to prevent third parties from using or infringing upon or misappropriating our intellectual property with respect to our SaaS-based technologies, which may negatively affect our business as it relates to our SaaS-based and technology-enabled service offerings.

**Security breaches and cybersecurity incidents could compromise our information and systems adversely affecting our business operations and reputation subject us to substantial liabilities.**

Security breaches, including cyber incidents can result from deliberate attacks or unintentional events. These incidents can include, but are not limited to, gaining unauthorized access to digital systems for purposes of misappropriating assets or sensitive information, ransomware attacks, corrupting data, or causing operational disruption. In the ordinary course of our business, we collect and store sensitive data, such as our proprietary business information and that of our clients as well as personally identifiable information of our healthcare professionals and team members, including full names, social security numbers, addresses, birth dates and payroll-related information, in our data centers, on our networks and in hosted SaaS-based solutions provided by third parties. Our employees and third-party vendors may also have access to, receive and use personal health information in the ordinary course of our business. The secure access to, processing, maintenance and transmission of this information is critical to our operations.

Despite our security measures and business controls, our information technology and infrastructure, including the third party SaaS-based technology in which we store personally identifiable information and other sensitive information of our healthcare professionals may be vulnerable to attacks by hackers, breached due to third-party vendor and/or employee error, malfeasance or other disruptions such as ransomware or subject to the inadvertent or intentional unauthorized release of information. The Company has experienced cyber threats resulting in immaterial cyber incidents and expects cyber threats to continue with varying levels of sophistication. Because the techniques used to obtain unauthorized access, disable or degrade service, or sabotage systems change frequently and may not immediately produce signs of intrusion, we may be unable to anticipate these incidents or techniques, timely discover them, or implement adequate preventative measures. Our information technology and other security protocols may not provide sufficient protection, and as a result a security breach could compromise our networks and significant information about us, our employees, healthcare professionals, patients or clients may be accessed, disclosed, lost or stolen. In a situation such as ransomware attack, our access to critical business information and ability to conduct business may be interrupted or impaired. **Further, unauthorized use or misuse of AI by the Company's employees, vendors or others may result in disclosure of confidential Company and customer data. The Company's use of AI may also lead to novel and urgent cybersecurity risks, including access to or the misuse of personal data.**

Any such access, disclosure or other loss of information could (1) result in legal claims or proceedings, liability under laws that protect the privacy of personal information and regulatory penalties, (2) disrupt our operations and the services we provide to our clients and (3) damage our reputation, any of which could adversely affect our profitability, revenue and competitive position.

#### **Use of AI may result in operational challenges or issues, liability, and reputational concerns.**

Our business uses and intends to further rely on AI technology, which introduces certain risks including dependency on accurate AI performance, potential data privacy and security breaches, challenges in regulatory compliance, ethical considerations, potential workforce disruption, the risk of intellectual property infringement, and emerging technology risks. While we have established policies governing the use of AI technology, we cannot ensure that our employees, contractors or other agents will adhere to those policies. Failure to address these risks adequately may negatively impact our operations, reputation and financial performance. Additionally, other unforeseen risks stemming from our use and development of AI tools and technology may arise in the future that could adversely affect our business, financial condition and results of operations.

#### **The inability to quickly and properly credential and match quality healthcare professionals with suitable placements may negatively affect demand for our services.**

Our success depends on the quality of our healthcare professionals and our ability to quickly and efficiently assist in obtaining licenses and privileges for our healthcare professionals. The speed with which our healthcare professionals can obtain the appropriate licenses, and we can credential them depends in part, on state licensing laws. Roughly 35 states are part of the Enhanced Nurse Compact and over 20 states are part of the Physical Therapy Licensure Compact and Interstate Medical Compact Acts. A decline or change in interstate compact laws can impact our business.

Our ability to ensure the quality of our healthcare professionals also relies heavily on the effectiveness of our data and communication systems as well as properly trained and competent team members and third-party vendors that credential and match healthcare professionals in suitable placements and third-party vendors that provide ancillary services. We also rely on the accuracy and credibility of information provided by licensing bodies and educational institutions. An inability to properly credential, match, and monitor healthcare professionals for acceptable credentials, experience and performance may cause clients to lose confidence in our services that may damage our brand and reputation and result in clients opting to utilize competitors' services or rely on their own internal resources. The costs and speed with which we provide these credentialing services, which in part is dependent on the availability of our third-party vendors, impact the revenue and profitability of our business.

#### **Our operations may deteriorate if we are unable to continue to attract, develop and retain our sales and operations team members.**

Our success depends heavily upon the recruitment, performance and retention of diverse sales and operations team members who share our values, passion and commitment to customer focus. The number of individuals who meet our qualifications for these positions is limited, and we may experience difficulty in attracting qualified candidates, especially as we diversify our offerings and our business becomes more complex. In addition, we commit substantial resources to the training, development and support of our team members. Competition for qualified sales and operational team members in the line of business in which we operate is strong, and we may not be able to retain a sufficient number of team members after we have expended the time and expense to recruit and train them. In addition, these team members may leave to establish competing businesses.

#### **We are increasingly dependent on third parties for the execution of certain critical functions.**

We have outsourced and offshored certain critical applications or business processes to external providers, including cloud-based, credentialing and data processing services. We exercise care in the selection and oversight of these providers. However, the failure or inability to perform or adhere to law, regulation and our policies on the part of one or more of these critical suppliers or partners has caused and could in the services in a timely manner could future cause significant disruptions and increased costs. We are also dependent on security measures that some of our third-party vendors and customers are taking to protect their own systems and infrastructures. If our business third-party vendors do not maintain adequate security measures, do not require their sub-contractors to maintain adequate security measures, do not perform as anticipated and in accordance with contractual requirements, or become targets of cyber-attacks, we may experience operational difficulties and increased costs, as well as reputational damage, which could materially and adversely affect our business.

#### **The loss of key officers and management personnel could adversely affect our business and operating results.**

We believe that the success of our business strategy and our ability to maintain our recent levels of profitability depends on the continued employment of our senior executive team. All of our executive officers are employees at will with standard severance agreements. If members of our executive team become unable or unwilling to continue in their present positions, our business and financial results could be adversely affected.

#### **Our inability to maintain our positive brand awareness and identity may adversely affect our results of operations.**

We have invested substantial amounts in acquiring, developing and maintaining our brands, and our success depends on our ability to maintain positive brand awareness across business lines and effectively build up or consolidate our brand awareness and image for new services. Many of our brands have strong recognition within their applicable markets. We cannot assure that additional expenditures, our continuing commitment to marketing and improving our brands and executing on our brand and marketing strategies, including changes in brand names, consolidation of brands, or other rebranding efforts to improve the association of our brands with one another, will have the desired effect on our brands' value and may adversely affect our results of operations and also result in an impairment of the fair market value of intangible assets associated with acquired tradenames. In addition, our brands may suffer reputational damage that could negatively affect our short- and long-term financial results. The poor performance, reputation or negative conduct of competitors may have a spillover effect adversely affecting the industry and our brand.

#### **Our inability to consummate and effectively incorporate acquisitions into our business operations may adversely affect our long-term growth and our results of operations.**

We invest time and resources in carefully assessing opportunities for acquisitions, and acquisitions are a key component of our growth strategy. We have made acquisitions in the past several years to broaden the scope and depth of our talent solutions. If we are unable to consummate additional acquisitions, we may not achieve our long-term growth

goals.

Despite diligence and integration planning, acquisitions still present certain risks, including the time and economic costs of integrating an acquisition's technology, control and financial systems, unforeseen liabilities, and the difficulties in bringing together different work cultures and personnel. Difficulties in integrating our acquisitions, including attracting and retaining talent to grow and manage these acquired businesses, may adversely affect our results of operations.

**Businesses we acquire may have liabilities or adverse operating issues which could harm our operating results.**

Businesses we acquire may have liabilities or adverse operating issues, or both, that we either fail to discover through due diligence or underestimate prior to the consummation of the acquisition. These liabilities and/or issues may include the acquired business' failure to comply with, or other violations of, applicable laws, rules, or regulations or contractual or other obligations or liabilities. As the successor owner, we may be financially responsible for, and may suffer harm to our reputation or otherwise be adversely affected by, such liabilities and/or issues. These and any other costs, liabilities, issues, and/or disruptions associated with any past or future acquisitions could harm our reputation and operating results.

In addition, future acquisitions are accompanied by the risk that the obligations and liabilities of an acquired company may not be adequately reflected in the historical financial statements of that company and the risk that those historical financial statements may be based on assumptions that are incorrect or inconsistent with our assumptions or approach to accounting policies. Any of these material obligations, liabilities or incorrect or inconsistent assumptions could adversely impact our results of operations and financial condition.

**As we develop new services and clients, enter new lines of business, and focus more of our business on providing a full range of talent solutions, the demands on our business and our operating risks may increase.**

As part of our strategy, we plan to extend our services to new healthcare settings, clients, and new lines of business. As we focus on developing new services, capabilities, clients, practice areas and lines of business, and engage in business in new geographic locations, our operations may be exposed to additional as well as enhanced risks.

In particular, our growth efforts place substantial additional demands on our management and other team members, as well as on our information, financial, administrative, compliance and operational systems. We may not be able to manage these demands successfully. Growth may require increased recruiting efforts, increased regulatory and compliance efforts, increased business development, selling, marketing and other actions that are expensive and entail increased risk. We may need to invest more in our people and systems, controls, compliance efforts, policies and procedures than we anticipate. As our business continues to evolve and we provide a wider range of services, we will become increasingly dependent upon our employees, particularly those operating in business environments less familiar to us. Failure to identify, hire, train and retain talented employees who share our values could have a negative effect on our reputation and our business.

The demands that our current and future growth place on our people and systems, controls, compliance efforts, policies and procedures may exceed the benefits of such growth, and our operating results may suffer, at least in the short-term, and perhaps in the long-term.

**The use of social media platforms presents risks and challenges that can cause damage to our brand and reputation.**

The extensive use of social media platforms, including blogs, social media websites and other forms of internet-communication in our industry allows access to a broad audience of interested parties. The inappropriate and/or unauthorized use of certain media vehicles by our clients, vendors, employees and contractors could increase costs, cause damage to our brand, or result in information leakage that could lead to legal implications, including improper collection and/or dissemination of personally identifiable information of candidates and clients. In addition, negative or inaccurate posts or comments about us on any social networking website could damage our reputation, brand image and goodwill.

**We maintain a substantial amount of goodwill and intangible assets on our balance sheet that may decrease our earnings or increase our losses if we recognize an impairment to goodwill or intangible assets.**

We maintain goodwill on our balance sheet, which represents the excess of the total purchase price of our acquisitions over the fair value of the net assets and intangible assets we acquired. We evaluate goodwill and intangible assets for impairment annually or when evidence of potential impairment exists, respectively. If we identify an impairment, we record a

non-cash charge to earnings. An During the year ended December 31, 2024, we recognized goodwill impairment losses totaling \$222.5 million. See additional information in "Item 8. Financial Statements and Supplementary Data—Notes to Consolidated Financial Statements—[Note \(4\)](#). Goodwill and Identifiable Intangible Assets." We may have additional impairment losses in connection with our periodic evaluation of our goodwill and intangible assets. In the event of further impairment, a non-cash impairment charge to goodwill or intangible assets would decrease could have a material adverse effect on our earnings or increase our losses, as the case may be. results of operations and balance sheet.

**Risk Factors Related to Our Indebtedness and Other Liabilities**

**Our indebtedness could adversely affect our ability to raise additional capital to fund our operations, limit our ability to react to changes in the economy or our industry, and expose us to interest rate risk to the extent of any variable rate debt.**

As of December 31, 2023 December 31, 2024, our total indebtedness, net of unamortized fees and premium, equaled \$1,304.7 million \$1,055.9 million. Our amount of indebtedness could increase our vulnerability to adverse economic, industry or competitive developments, including:

- requiring a portion of our cash flows from operations to be dedicated to the payment of our indebtedness, therefore reducing our ability to use our cash flows to fund operations, capital expenditures and future business opportunities,
- making it more difficult for us to satisfy our obligations with respect to our indebtedness,
- restricting us from making strategic acquisitions or causing us to make non-strategic divestitures,
- limiting our ability to obtain additional financing for working capital, capital expenditures, product and service development, debt service requirements, acquisitions, and general corporate or other purposes, and
- limiting our flexibility in planning for, or reacting to, changes in our business or market conditions and placing us at a competitive disadvantage compared to our competitors who are less leveraged and who, therefore, may be able to take advantage of opportunities that our indebtedness may prevent us from pursuing.

Our ability to service our indebtedness will depend on our ability to generate cash in the future. We cannot provide assurance that our business will generate sufficient cash flow from operations or that future borrowings will be available in an amount sufficient to enable us to service our indebtedness or to fund other liquidity needs. Additionally, if we are not in compliance with the covenants and obligations under our debt instruments, we would be in default, and the lenders could call the debt, which would have a material adverse effect on our business. And in certain instances, our debt instruments may limit our ability to redeem or prepay some or all of the outstanding principal amount prior to maturity, or in other instances, require the payment of premium in excess of the principal amount.

**The terms of our debt instruments impose restrictions on us that may affect our ability to successfully operate our business.**

Our debt instruments contain various covenants that could adversely affect our ability to finance our future operations or capital needs and to engage in other business activities that may be in our best interest. These covenants limit our ability to, among other things:

- incur or guarantee additional indebtedness or issue certain preferred equity,
- pay dividends on, redeem, repurchase, or make distributions in respect of our capital stock, prepay, redeem, or repurchase certain debt or make other restricted payments,
- make certain investments,
- create, or permit to exist, certain liens,
- sell assets,
- enter into sale/leaseback transactions,
- enter into agreements restricting restricted subsidiaries' ability to pay dividends or make other payments,
- consolidate, merge, sell, or otherwise dispose of all or substantially all of our assets,
- enter into certain transactions with affiliates, and
- designate restricted subsidiaries as unrestricted subsidiaries.

Our ability to comply with these covenants may be affected by events beyond our control, such as prevailing economic conditions and changes in regulations, and if such events occur, we cannot be sure that we will be able to comply. A breach of these covenants could result in a default under our debt instruments and, in the case of our senior credit facility under our credit agreement, permit the lenders thereunder to cease making loans to us. If there were an event of default under any of our debt instruments, holders of such defaulted debt could cause all amounts borrowed under the applicable instrument to be due and payable immediately. Our assets or cash flow may not be sufficient to repay borrowings under our outstanding debt instruments in the event of a default thereunder.

In addition, the restrictive covenants in our credit agreement require us to maintain specified financial ratios and satisfy other financial condition tests. Although we were in compliance with the financial ratios and financial condition tests set forth in our credit agreement on **December 31, 2023** **December 31, 2024**, we cannot provide assurance that we will continue to be. Our ability to meet those financial ratios and tests will depend on our ongoing financial and operating performance, which, in turn, will be subject to economic conditions and to financial, market, and competitive factors, many of which are beyond our control. A breach of any of these covenants could result in a default under our credit agreement (and our other debt instruments to the extent the default triggers a cross default provision) and, in the case of the revolver under our credit agreement, permit the lenders thereunder to cease making loans to us. Upon the occurrence of an event of default under the credit agreement, the lenders could elect to declare all amounts outstanding thereunder to be immediately due and payable and terminate all commitments to extend further credit. Such action by the lenders could cause cross-defaults under our other debt instruments.

**Variable rate indebtedness subjects us to interest rate risk, which could cause our debt service obligations to increase significantly.**

Borrowings under our credit agreement are at variable rates of interest and expose us to interest rate risk. As interest rates increase, our debt service obligations on certain of our variable rate indebtedness will increase even though the amount borrowed remains the same.

**We have substantial insurance-related accruals and legal accruals on our balance sheet, and any significant adverse adjustments may decrease our earnings or increase our losses and negatively impact our cash flows.**

We maintain accruals related to legal matters, our captive insurance company and self-insured retentions for various lines of insurance coverage, including professional liability, employment practices, health insurance and workers' compensation on our balance sheet. We determine the adequacy of our accruals by evaluating legal matters, our

historical experience and trends, related to both insurance claims and payments, information provided to us by our insurance brokers, attorneys, third-party administrators and actuarial firms as well as industry experience and trends. If such information collectively indicates that our accruals are understated, we provide for additional accruals; a significant increase to these accruals would decrease our earnings.

### **Item 1B. Unresolved Staff Comments**

None.

### **Item 1C. Cybersecurity**

AMN Healthcare's board of directors (the "Board") is responsible for overseeing our enterprise-wide risk management program. The audit committee of the Board (the "Audit Committee") has primary oversight responsibility for information **security** and cybersecurity, including internal controls designed to mitigate risks related to these topics. This includes regular, and at least quarterly, review by the Audit Committee of reports on topics including, among others, significant cybersecurity risks, results from third-party assessments, training and vulnerability testing, and our incident response plan. Material breaches, if any, and any disclosure obligations arising from any such breach are also discussed **during separate separately with the Audit Committee meetings** as part of the **Boards' Board's** risk oversight generally.

AMN's information **security** and **cybersecurity** program reports up to our Chief Information & Digital Officer ("CIO") and is managed by our **Senior Director, Vice President, Information & Cyber Security**, whose team is responsible for leading our enterprise-wide cybersecurity strategy. Through ongoing communications with the team, the CIO and the **Senior Director, Vice President, Information & Cyber Security**, are informed about and monitor the prevention, detection, mitigation and remediation of cybersecurity incidents and progress on cybersecurity infrastructure initiatives. In the event of a material cybersecurity incident, the CIO, **in coordination with AMN's Chief Legal Officer**, will escalate to the Audit Committee and the Board is made aware as appropriate and in accordance with AMN's incident response plan. Our CIO and **Senior Director, Vice President, Information & Cyber Security** have proven experience as technology leaders establishing and overseeing enterprise information security programs in the healthcare industry. Our CIO has over 25 years of experience serving as Chief Information Officer, Senior Vice President of IT, and Director of IT at various healthcare services and technology companies. AMN's **Senior Director, Vice President, Information & Cyber Security** has over 20 years of experience in various roles in information technology and information security. He holds a M.Sc. in Computer Information Systems and holds several relevant certifications, including Certified Information Security Manager and Zero Trust Certified Architect.

AMN's Privacy function, which reports up through our Chief Legal Officer, works collaboratively with the Information Security function **and** to create and review policies, standards and processes. In addition to updating the Audit Committee, the CIO and **Senior Director, Vice President, Information & Security**, and Privacy team provide regular updates to **the Corporate Governance and Compliance Committee**, as well as our Chief Executive Officer and other members of our senior management as appropriate.

AMN's information **security** and **cybersecurity** program has adopted policies, standards, processes, and practices that follow recognized frameworks established by the National Institute of Standards and Technology ("NIST"), the International Organization for Standardization, and other relevant standards. AMN Healthcare has also implemented certain controls and procedures that allow its management to assess, identify, and manage material risks from cybersecurity threats. Our processes are integrated into the overall enterprise risk management program, which includes financial risk, compliance risk and other strategic and operational risks that affect the Company. These processes complement our enterprise-wide risk assessment architecture, as implemented by the Company's management and as overseen by the Board through its Audit Committee.

To identify and assess material risks from cybersecurity threats, we engage in regular network and endpoint monitoring, vulnerability assessments, penetration testing, and **periodic** tabletop exercises. We have developed an incident response plan to manage identified vulnerabilities and further improve our cybersecurity preparedness and response infrastructure. The incident response plan sets forth the actions to be taken in responding to and recovering from cybersecurity incidents, which include triage, assessing the severity of incidents, escalation protocols, containment of incidents, investigation of incidents, and remediation.

In addition to our in-house capabilities, we engage with key security and technology vendors, industry participants and intelligence communities to assess our program and test our technical capabilities and enhance the effectiveness of our information **security** and **cybersecurity** policies and procedures. We use a combination of tools and technologies to protect AMN **Healthcare Healthcare's assets** and **the personal information we information**. We maintain and operate a proactive threat intelligence program to identify and assess risk. We have **also** implemented processes to identify, monitor and address material risks from cybersecurity threats associated with our use of third-party vendors, including those in our supply chain or who have access to our systems, data or facilities that house such systems or data.

Our team members receive annual training to understand the behaviors necessary to protect company and personal information and receive annual training on privacy laws and requirements. We also offer ongoing practice and education for team members to recognize and report suspicious activity, including phishing campaigns.

The Company has experienced cyber threats resulting in immaterial cyber incidents and expects cyber threats to continue with varying levels of sophistication.

### **Item 2. Properties**

We lease all of our properties, which consist of office-type facilities. We believe that our leased space is adequate for our current needs and that we can obtain adequate space to meet our foreseeable business needs. We have pledged substantially all of our leasehold interests to our lenders under our credit agreement to secure our obligations.

thereunder. We set forth below our principal leased office spaces as of **December 31, 2023** **December 31, 2024** together with our business segments that utilize them:

Location	Square Feet
Dallas, Texas (all segments)	92,420
San Diego, California (all segments)	51,002 50,519

See additional information in "Item 8. Financial Statements and Supplementary Data—Notes to Consolidated Financial Statements—[Note \(5\)](#), Leases."

### **Item 3. Legal Proceedings**

Information with respect to this item may be found in "Item 8. Financial Statements and Supplementary Data—Notes to Consolidated Financial Statements—[Note \(12\)](#), Commitments and Contingencies," which is incorporated herein by reference.

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

Not applicable.

## **PART II**

### **Item 5. Market For Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities**

Our common stock trades on the New York Stock Exchange under the symbol "AMN." As of **February 20, 2024** **February 18, 2025**, there were **2017** stockholders of record of our common stock, one of which was Cede & Co., a nominee for The Depository Trust Company. All of our common stock held by brokerage firms, banks and other financial institutions as nominees for beneficial owners are considered to be held of record by Cede & Co., which is considered to be one stockholder of record. A substantially greater number of holders of our common stock are "street name" or beneficial holders, whose shares are held of record by banks, brokers and other financial institutions. Because such shares are held on behalf of stockholders, and not by the stockholders directly, and because a stockholder can have multiple positions with different brokerage firms, banks and other financial institutions, we are unable to determine the total number of stockholders we have without undue burden and expense.

During the fiscal year ended **December 31, 2023** **December 31, 2024**, we did not sell any equity securities that were not registered under the Securities Act.

From time to time, we may repurchase our common stock in the open market pursuant to programs approved by our board of directors (the "Board"). We may repurchase our common stock for a variety of reasons, such as acquiring shares to offset dilution related to equity-based incentives and optimizing our capital structure. On November 1, 2016, the Board authorized us to repurchase up to \$150.0 million of our outstanding common stock in the open market. On November 10, 2021, February 17, 2022, June 15, 2022, and **June 15, 2022** **February 16, 2023**, we announced increases to the repurchase program totaling **\$700.0** **\$1,200.0** million. Additionally, on **February 16, 2023**, we announced an increase. These increases brought the total authorization of \$500.0 million for a total of the repurchase program to \$1,350.0 million, of repurchase authorization, of which \$226.7 million remained on the repurchase program as of **December 31, 2023** **December 31, 2024**. Under the repurchase program announced on November 1, 2016 and the aforementioned increases (collectively, the "Company Repurchase Program"), share repurchases may be made from time to time, depending on prevailing market conditions and other considerations. The Company Repurchase Program has no expiration date and may be discontinued or suspended at any time. Additionally, we or our affiliates may, at any time and from time to time, seek to retire or purchase our outstanding debt through cash purchases and/or exchanges for equity or debt, in open-market purchases, privately negotiated transactions or otherwise. Such repurchases or exchanges, if any, will be upon such terms and at such prices as we may determine, and will depend on prevailing market conditions, our liquidity requirements, contractual restrictions and other factors. The amounts involved may be material.

On May 8, 2023, **During 2024**, we entered into an accelerated share repurchase ("ASR") agreement with a counterparty whereupon we prepaid \$200.0 million and received an initial delivery of 1.8 million shares of our common stock, which was 80% of the prepayment amount based on a price of \$90.89 per share. In August 2023, upon settlement of the ASR agreement, we received an additional 0.3 million shares of our common stock. The total number of shares delivered and average price per share of \$98.97 was based on the volume-weighted average price over the term of the ASR agreement, less an agreed upon discount.

During 2023, exclusive of the shares delivered pursuant to the ASR, we repurchased 2.4 million shares of common stock at an average price of \$95.13 per share excluding broker's fees, resulting in an aggregate purchase price of \$224.7 million excluding the effect of excise taxes. As of **December 31, 2023** **December 31, 2024**, we have repurchased 12.6 million shares of our common stock at an average price of \$89.04 per share excluding broker's fees under the Company Repurchase Program, resulting in an aggregate purchase price of \$1,123.3 million, excluding the effect of excise taxes, since 2016. See "Item 8. Financial Statements and Supplementary Data—Notes to Consolidated Financial Statements—[Note \(10\)\(b\)](#), Capital Stock—Treasury Stock." The following table presents the detail of shares repurchased, excluding the effect of excise taxes, during 2023. All share repurchases to date were made under the Company Repurchase Program, which is the only repurchase program of the Company currently in effect.

Period	Total Number of Shares (or Units) Purchased	Average Price Paid per Share (or Unit)	Total Number of Shares (or Units) Purchased as Part of Publicly Announced Program		Maximum Dollar Value of Shares (or Units) that May Yet Be Purchased Under the Program
			Shares (or Units) Purchased	Program	
January 1 - 31, 2023	922,516	\$108.40	922,516	\$	51,374,511
February 1 - 28, 2023	187,031	\$93.83	187,031	\$	533,820,512
March 1 - 31, 2023	658,402	\$86.79	658,402	\$	476,658,438
April 1 - 30, 2023	550,245	\$84.02	550,245	\$	430,412,324
May 1 - 31, 2023 (a)	1,803,863	\$90.78	1,803,863	\$	226,658,470
June 1 - 30, 2023	—	\$—	—	\$	226,658,470
July 1 - 31, 2023	—	\$—	—	\$	226,658,470
August 1 - 31, 2023	260,360	(b)	260,360	\$	226,658,470
September 1 - 30, 2023	—	\$—	—	\$	226,658,470
October 1 - 31, 2023	—	\$—	—	\$	226,658,470
November 1 - 30, 2023	—	\$—	—	\$	226,658,470
December 1 - 31, 2023	—	\$—	—	\$	226,658,470
<b>Total</b>	<b>4,382,417</b>	<b>\$96.90</b>	<b>4,382,417</b>	<b>\$</b>	<b>226,658,470</b>

(a) The number of shares repurchased during May 1 - 31, 2023 includes the initial delivery of 1.8 million shares under the ASR agreement, and the average price paid per share reflects the ASR prepayment's \$90.89 per share basis. Additionally, the remaining \$226.7 million that may yet be repurchased under the Company Repurchase Program reflects the full effect of the \$200.0 million ASR prepayment.

(b) The number of shares repurchased during the August 1 - 31, 2023 represents the additional shares received upon final settlement of the ASR agreement. The total number of shares received and average price paid per share pursuant to the ASR agreement were approximately 2.0 million shares and \$98.97, respectively.

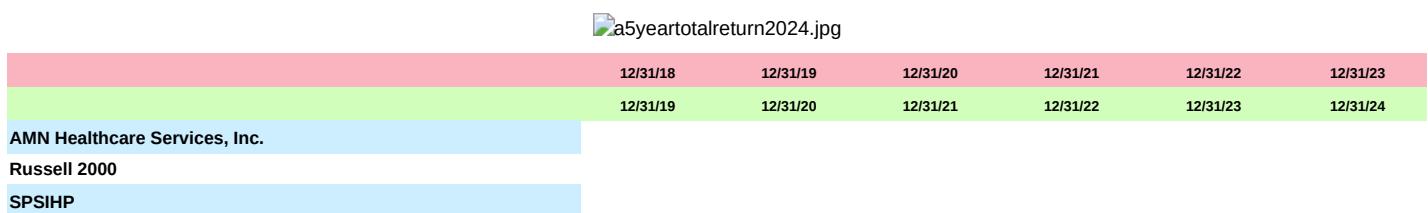
We have not paid any dividends on our common stock in the past and currently do not expect to pay cash dividends or make any other distributions on common stock in the future. We expect to retain our future earnings, if any, for use in the operation and expansion of our business, to pay down debt and potentially for share repurchases. Any future determination to pay dividends on common stock will be at the discretion of the Board and will depend upon our financial condition, results of operations, capital requirements and such other factors as the Board deems relevant. In addition, our ability to declare and pay dividends on our common stock is subject to covenants restricting such actions in the instruments governing our debt. See "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources" and "Item 8. Financial Statements and Supplementary Data—Notes to Consolidated Financial Statements—[Note \(8\)](#). Notes Payable and Credit Agreement."

The information required by Item 201(d) of Regulation S-K is incorporated by reference to the table set forth in Item 12 of this Annual Report on Form 10-K.

## Performance Graph

*This performance graph shall not be deemed "filed" with the SEC or subject to Section 18 of the Exchange Act, nor shall it be deemed incorporated by reference in any of our filings under the Exchange Act or the Securities Act.*

The graph below compares the total return on our common stock with the total return of (i) the Russell 2000 Index, and (ii) the S&P Healthcare Services Select Industry Index ("SPSIHP"), assuming an investment of \$100 on **December 31, 2018** **December 31, 2019** in our common stock and the stocks comprising the Russell 2000 Index and the SPSIHP, respectively.



## Item 6. *[Reserved]*

## Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

You should read the following discussion in conjunction with our consolidated financial statements and the notes thereto and other financial information included elsewhere in this Annual Report on Form 10-K. Certain statements in this "Management's Discussion and Analysis ("MD&A") of Financial Condition and Results of Operations" are "forward-looking statements." See "Special Note Regarding Forward-Looking Statements" under Item 1, "Business." We intend this MD&A section to provide you with a narrative from the perspective of our management on our financial condition, results of operations, liquidity and certain other factors that may affect our future results. The following sections comprise this MD&A:

- Overview of Our Business
- Operating Metrics
- Recent Trends
- Results of Operations
- Liquidity and Capital Resources
- Critical Accounting Policies and Estimates
- Recent Accounting Pronouncements

### Overview of Our Business

We provide technology-enabled healthcare workforce solutions and staffing services to healthcare facilities organizations across the nation. As The Company provides access to a tech-centric comprehensive network of healthcare professionals through its recruitment strategies and breadth of career opportunities. We help providers optimize their workforce to reduce complexity and increase efficiency. Our total talent solutions partner, include vendor neutral and managed services programs ("MSP"), clinical and interim healthcare leaders, temporary staffing, permanent placement, executive search, vendor management systems ("VMS"), recruitment process outsourcing, predictive modeling, language services, revenue cycle solutions, and other services. Clients include acute-care hospitals, community health centers and clinics, physician practice groups, retail and urgent care centers, home health facilities, schools and many other healthcare settings.

Through our nurse and allied solutions segment, we provide hospitals, other healthcare facilities, and schools with a comprehensive set of staffing solutions, including direct, vendor neutral, and managed services solutions in which we manage and staff all the temporary and permanent nursing and allied staffing needs, as well as the revenue cycle management needs, of a client. A majority of our placements in this segment are under our managed services programs, or "MSP," vendor management systems, or "VMS," workforce consulting services, predictive modeling, staff scheduling, revenue cycle solution.

Through our physician and leadership solutions language interpretation services segment, we place physicians of all specialties, as well as dentists and the placement of advanced practice providers, with clients on a temporary basis, generally as independent contractors. We also recruit physicians nurses, allied healthcare professionals and healthcare leaders into temporary for permanent placement and permanent positions enable place interim leaders and executives across all healthcare settings. The interim healthcare leaders and executives we place are typically placed on contracts with assignment lengths ranging from a few days to one year.

Through our technology and workforce solutions segment, we provide hospitals and other healthcare facilities with a range of workforce solutions, including: (1) language services, (2) software-as-a-service ("SaaS")-based VMS technologies through which our clients to successfully reduce staffing complexity, increase efficiency can self-manage the procurement of contingent clinical labor and lead their organizations within the rapidly evolving healthcare environment internal float pool, (3) workforce optimization services that include consulting, data analytics, predictive modeling, and SaaS-based scheduling technology, and (4) recruitment process outsourcing services in which we recruit, hire and/or onboard permanent clinical and nonclinical positions on behalf of our clients.

For the year ended December 31, 2023 December 31, 2024, we recorded revenue of \$3,789.3 million \$2,983.8 million, as compared to \$5,243.2 million \$3,789.3 million for 2022, 2023. We recorded net income (loss) of \$210.7 million \$(147.0) million for 2023, 2024, as compared to \$444.1 million \$210.7 million for 2022, 2023. Nurse and allied solutions segment revenue comprised 69% 61% and 76% 69% of total consolidated revenue for the years ended December 31, 2023 December 31, 2024 and 2022, 2023, respectively. Physician and leadership solutions segment revenue comprised 24% and 18% of total consolidated revenue for the years ended December 31, 2024 and 2023, respectively. Technology and workforce solutions segment revenue comprised 15% and 13% of total consolidated revenue for the years ended December 31, 2023 December 31, 2024 and 2022, 2023, respectively. Technology and workforce solutions segment revenue comprised 13% and 11% of total consolidated revenue for the years ended December 31, 2023 and 2022, 2023, respectively. For a description of the services we provide under each of our business segments, please see, "Item 1. Business—Our Services."

We believe we are recognized as the a market-leading innovator in providing healthcare talent solutions in the United States. We seek to advance our market-leading position through a number of strategies that focus on market penetration, expansion of our talent solutions, increasing operational efficiency and scalability and increasing our supply of qualified healthcare professionals. Our

market growth strategy continues to focus on broadening and investing, both organically and through strategic acquisitions, in service and technology offerings beyond our traditional temporary staffing and permanent placement services, to include more strategic and recurring revenue sources from innovative talent solutions offerings such as MSP, VMS, workforce optimization service, and other technology-enabled services. We also seek strategic opportunities to expand into complementary service offerings to our staffing businesses that leverage our core capabilities of recruiting and credentialing healthcare professionals.

As part of our long-term growth strategy to add value for our clients, healthcare professionals, and stockholders, we acquired MSI Systems Corp. and DrWanted.com LLC (together "MSDR") on November 30, 2023 and Connetics on May 13, 2022. See additional information in "Item 8. Financial Statements and Supplementary Data—Notes to Consolidated Financial Statements—[Note \(2\)](#), Acquisitions."

Operationally, our strategic initiatives focus on investing in digitizing and further developing our processes and systems to achieve market leading efficiency and scalability, which we believe will provide operating leverage as our revenue grows. From a healthcare professional supply perspective, we continue to invest in new candidate recruitment and engagement initiatives and technologies to retain and grow our network of qualified healthcare professionals.

Over the last several years, we have worked to execute on our management strategies and intend to continue to do so in the future. Over the past five years, As part of our long-term growth strategy to add value for our clients, healthcare professionals, and stockholders, we have grown our business both organically acquired MSI Systems Corp. and as a result of a number of acquisitions.

DrWanted.com LLC (together "MSDR") on November 30, 2023 and Connetics on May 13, 2022. See additional information in "Item 8. Financial Statements and Supplementary Data—Notes to Consolidated Financial Statements—[Note \(2\), Acquisitions.](#)"

We typically experience modest seasonal fluctuations during our fiscal year and they tend to vary among our business segments. These fluctuations can vary slightly in intensity from year to year. Over the past five years, these quarterly fluctuations have been muted in our consolidated results.

## Operating Metrics

In addition to our consolidated and segment financial results, we monitor the following key metrics to help us evaluate our results of operations and financial condition and make strategic decisions. We believe this information is useful in understanding our operational performance and trends affecting our businesses.

- Average travelers on assignment represents the average number of nurse and allied healthcare professionals on assignment during the period, which is used by management as a measure of volume in our nurse and allied solutions segment;
- Bill rates represent the hourly straight-time rates that we bill to clients, which are an indicator of labor market trends and costs within our nurse and allied solutions segment;
- Billable hours represent the number of hours worked by our healthcare professionals that we are able to bill on client engagements, which are used by management as a measure of volume in our nurse and allied solutions segment;
- Days filled is calculated by dividing total locum tenens hours filled during the period by eight hours, which is used by management as a measure of volume in our locum tenens business within our physician and leadership solutions segment; and
- Revenue per day filled is calculated by dividing revenue of our locum tenens business by days filled for the period, which is an indicator of labor market trends and costs in our locum tenens business within our physician and leadership solutions segment; segment; and
- Minutes represent the time-based utilization of interpretation services that we are able to bill our clients, which are used by management as a measure of volume in our language services business within our technology and workforce solutions segment.

## Recent Trends

Demand for our temporary and permanent placement staffing services is driven in part by U.S. economic and labor trends, and from early 2020 through 2022, Since the COVID-19 pandemic and the "Great Resignation" impacted demand. From late 2020 through most of 2022, these conditions resulted in historically high demand for our nurses, allied healthcare professionals and vendor-neutral VMS technologies supporting the placement of these professionals. Since 2022, subsidized, healthcare organizations have aggressively hired permanent staff aggressively, enabling and focused on cost containment and alternative staffing models that enabled them to reduce what had been historically high utilization of contingent labor. As a result, in 2023, demand in our travel nurse business declined significantly over the course of the first quarter and into the early second quarter. In the third and fourth quarter, overall demand for our travel nurse business was relatively stable but remained and allied solutions segment declined significantly and remains below pre-pandemic levels. Within the segment, travel nurse demand has experienced the most significant decline, but has seen an increase in demand as measured by open orders from the second quarter through the fourth quarter. Demand in for our allied staffing business has remained steady and continues to be above pre-pandemic levels and certain specialties such as with high demand in therapy and imaging are up significantly year over year, offsetting the decline in laboratory and other specialties involved in treating COVID-19 patients. imaging.

In Staffing volumes for our nurse and allied solutions segment we have seen a decrease in overall staffing volume from prior year due to lower travel nurse demand with during the fourth quarter staffing volume relatively were flat to the prior quarter. Overall staffing volume remains above pre-pandemic levels with favorable demand in quarter after sequential declines throughout 2023 and 2024. Visa retrogression has negatively impacted international nurse staffing and allied staffing. Bill rates decreased slightly volumes, which we expect to continue into next year. Additionally, we supported a significant labor disruption event in the fourth quarter, at which favorably impacted the segment's revenue. Bill rates in the fourth quarter were flat to the prior quarter after a slower rate than the first three quarters modest sequential decline, which we believe indicates stabilization of the year, and remain well above pre-pandemic levels across the nurse and allied solutions segment. market rates.

In our physician and leadership solutions segment, demand for our locum tenens staffing business is well above pre-pandemic levels. We have seen several years of growth in certified the fourth quarter declined from the prior year though it was higher compared with the prior quarter. Certified registered nurse anesthetists (CRNAs), the specialty that represents continue to be the largest percentage of revenue in this business. Elevated demand levels specialty for our locum tenens staffing drove a double digit increase to revenue business. Revenue per day filled increased in 2023 the fourth quarter as compared to both the prior year. We experienced a seasonal dip in demand year and prior quarter. Demand for locum tenens staffing our interim leadership and search businesses in the fourth quarter was below prior year, but expect it to continue to be above pre-pandemic levels. Demand has been declining demand in our interim leadership and executive search business was up sequentially. Demand for these businesses since the second half of 2022 as some has been impacted by healthcare organizations streamlined leadership roles, deferred deferring hiring decisions or increased permanent staff hiring, increasing insourcing.

In our technology and workforce solutions segment, our language services business continued to experience increased utilization an increase in minutes from our existing clients and shift to more virtual interpretation. Bill rates and volumes growth from new clients. Volumes in our VMS business followed similar trends although to a greater extent, as our travel nurse business as compared to the prior year and allied solutions segment, declining from historic highs. Bill prior quarter. VMS bill rates continued to decrease in the fourth quarter but are expected to remain above pre-pandemic levels.

were down sequentially and year over year.

## Results of Operations

The following table sets forth, for the periods indicated, certain statements of operations data as a percentage of revenue. Our results of operations include three reportable segments: (1) nurse and allied solutions, (2) physician and leadership solutions, and (3) technology and workforce solutions. The acquisitions during the three years ended December 31, 2023 December 31, 2024 impact the comparability of the results between the years presented. See additional information in "Item 8. Financial Statements and

Supplementary Data—Notes to Consolidated Financial Statements—[Note \(2\)](#), Acquisitions.” Our historical results are not necessarily indicative of our results of operations to be expected in the future.

**Consolidated Statements of Operations:**

**Consolidated Statements of Operations:**

**Consolidated Statements of Operations:**

Revenue

Revenue

Revenue

Cost of revenue

Gross profit

Gross profit

Gross profit

Selling, general and administrative

Selling, general and administrative

Selling, general and administrative

Depreciation and amortization

Depreciation and amortization

Depreciation and amortization

Income from operations

Income from operations

Income from operations

Goodwill impairment losses

Goodwill impairment losses

Goodwill impairment losses

Income (loss) from operations

Income (loss) from operations

Income (loss) from operations

Interest expense, net, and other

Interest expense, net, and other

Interest expense, net, and other

Income before income taxes

Income before income taxes

Income before income taxes

Income tax expense

Income tax expense

Income tax expense

Net income

Net income

Net income

Income (loss) before income taxes

Income (loss) before income taxes

Income (loss) before income taxes

Income tax expense (benefit)

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**Revenue.** Revenue decreased **28% 21%** to **\$2,983.8 million** for 2024 from **\$3,789.3 million** for 2023, from **\$5,243.2 million** for 2022, attributable to a decline in organic revenue across our segments with the greatest decline in our nurse and allied solutions segment.

Nurse and allied solutions segment revenue decreased **34% 31%** to **\$1,815.7 million** for 2024 from **\$2,624.5 million** for 2023 from **\$3,982.5 million** for 2022, 2023. The **\$1,357.9 million** **\$808.8 million** decrease was primarily attributable to a **17% \$592.1 million** decline driven by a 24% decrease in the average number of travelers on assignment, a **\$257.0 million** decline driven by an approximately **15% 10%** decrease in the average bill rate, and a **3% \$41.1 million** decline driven by a 2% decrease in average billable hours during the year ended December 31, 2023, and an approximately **\$99.0** December 31, 2024. The overall decrease was partially offset by a **\$50.0 million** decrease increase in labor disruption revenue.

Physician and leadership solutions segment revenue decreased **4% increased 9%** to **\$728.6 million** for 2024 from **\$669.7 million** for 2023 from **\$697.9 million** for 2022, 2023. The **\$28.2 million** decrease **\$58.9 million** increase was attributable to higher revenue in our locum tenens business, which was partially offset by lower revenue in our interim leadership, physician permanent placement and executive search businesses, which was partially offset by higher revenue in our locum tenens business, businesses. Revenue in our locum tenens business grew **9% \$101.6 million** (or 22%) during 2023 2024 primarily due to the favorable impact of **\$23.9 million** as a **10%** result of a 6% increase in the revenue per day filled on an organic basis and additional revenue of **\$13.2 \$121.2 million** in connection with the MSDR acquisition, partially offset by a **4% \$43.5 million** decline driven by a **10%** decrease in the number of days filled on an organic basis. Our As a result of a decline in demand, revenue in our interim leadership business experienced an approximately **26%** a decline **\$21.3 million** (or 16%), while our physician permanent placement and executive search businesses declined **20% \$21.4 million** (or 31%) during 2023, 2024.

Technology and workforce solutions segment revenue decreased **12% 11%** to **\$439.5 million** for 2024 from **\$495.0 million** for 2023 from **\$562.8 million** for 2022, 2023. The **\$67.8 million** **\$55.6 million** decrease was primarily attributable to a decline declines within our VMS business and outsourced solutions businesses, partially offset by growth within our language services business. Revenue for our VMS business declined **36% \$65.1 million** (or 38%) for similar reasons as nurse and allied solutions segment revenue and our outsourced solutions business declined **\$25.5 million** (or 62%) primarily due to a decline in demand, while our language services business grew **20% \$38.1 million** (or 15%) primarily due to growth of **\$43.2 million** as a **24%** result of a 17% increase in minutes during 2023, 2024.

For 2023 2024 and 2022, 2023, revenue under our MSP arrangements comprised approximately **54% 45%** and **64% 54%** of our consolidated revenue, **72% 67%** and **81% 72%** for nurse and allied solutions segment revenue, **20% 15%** and **18% 20%** for physician and leadership solutions segment revenue, and **2% 3%** and **2%** of our technology and workforce solutions segment revenue, respectively.

**Cost of Revenue.** Cost of revenue, which consists predominantly of compensation, benefits, housing, travel and allowance costs for healthcare professionals and medically qualified interpreters, decreased 19% to **\$2,064.4 million** for 2024 from **\$2,539.7 million** for 2023. The **\$475.3 million** decrease was attributable to a decline in our nurse and allied solutions segment, partially offset by increases in our physician and leadership solutions and technology and workforce solutions segments. The decrease in our nurse and allied solutions segment was primarily attributable to a **\$55.1 million** decrease in provider pay package costs, including housing, travel and allowances, primarily due to the aforementioned decrease in the average number of travelers on assignment. The increase in our physician and leadership solutions segment was driven by a **\$71.8 million** increase in provider pay package costs, primarily due to the MSDR acquisition. The increase in our technology and workforce solutions segment was primarily attributable to **\$13.1 million** of higher compensation and benefits mainly from the aforementioned increase in minutes in our language services business. Cost of revenue broken down among the reportable segments is as follows:

	(In Thousands)	
	Years Ended	
	December 31,	
	2024	2023
Nurse and allied solutions	\$ 1,371,660	\$ 1,932,099
Physician and leadership solutions	511,959	440,230
Technology and workforce solutions	180,786	167,344
	<b>\$ 2,064,405</b>	<b>\$ 2,539,673</b>

**Gross Profit.** Gross profit decreased **27% 26%** to **\$919.4 million** for 2024 from **\$1,249.6 million** for 2023, from **\$1,716.7 million** for 2022, representing gross margins of **33.0% 30.8%** and **32.7% 33.0%**, respectively. The increase decline in consolidated gross margin for the year ended December 31, 2023 December 31, 2024 was primarily due to (1) lower margins in our nurse and allied solutions and physician and leadership solutions segments driven by higher provider pay packages, including housing, travel and allowances and (2) a lower margin in our technology and workforce solution segment primarily due to a change in sales mix resulting from lower revenue in our higher-margin VMS business and higher revenue in our lower-margin language services business. The overall decline was partially offset by a change in sales mix resulting from lower revenue in our nurse and allied solutions segment and (2) a higher margin in our nurse and allied solutions segment driven by a revenue mix shift within the segment. The overall increase was partially offset by a lower margin in our technology and workforce solutions segment primarily due to a change in sales mix resulting from lower revenue in our VMS business and its higher margins as compared to our other businesses within the

segment. Gross margin by reportable segment for 2024 and 2023 was 24.5% and 2022 was 26.4% and 26.3% for nurse and allied solutions, 34.3% 29.7% and 34.5% 34.3% for physician and leadership solutions, and 66.2% 58.9% and 76.0% 66.2% for technology and workforce solutions, respectively.

**Selling, General and Administrative Expenses.** Selling, general and administrative ("SG&A") expenses consist predominantly of compensation and benefits costs for corporate employees, in addition to professional service fees, legal matter accruals and other overhead costs. SG&A expenses were **\$632.5 million**, representing 21.2% of revenue, for 2024, as compared to **\$756.2 million**, representing 20.0% of revenue, for 2023, as compared to **\$936.6 million**, representing 17.9% of revenue, for 2022, 2023. The decrease in

SG&A expenses was primarily due to \$164.5 million of lower employee compensation and benefits (inclusive of share-based compensation) in response to the lower revenue, a \$34.1 million decrease in professional services, legal and other expenses driven by a \$21.0 million increase in the legal settlement accrual for the Clarke matter recognized in the prior year and prudent expense management, an approximately \$22.1 million decrease in other expenses associated with our revenue decline, and a \$2.4 million decrease related to changes in the provision for expected credit losses. fair value of contingent consideration liabilities from acquisitions recognized in the prior year. The year-over-year increase in SG&A expenses in our physician and leadership solutions segment was driven by \$22.9 million of additional SG&A expenses from the MSDR acquisition, partially offset by \$18.6 million of lower segment expenses amid the decline in organic revenue. SG&A expenses broken down among the reportable segments, unallocated corporate overhead, and share-based

compensation are as follows:

	(In Thousands)		(In Thousands)	
	Years Ended		Years Ended	
	December 31,	December 31,	December 31,	2023
Nurse and allied solutions				
Physician and leadership solutions				
Technology and workforce solutions				
Unallocated corporate overhead				
Share-based compensation				
	\$			

**Depreciation and Amortization Expenses.** Amortization expense increased 8% to \$92.8 million for 2024 from \$89.8 million for 2023, from \$83.1 million for 2022, primarily attributable to (1) the reduction of useful lives of certain staffing database assets and (2) additional amortization expense related to the intangible assets acquired in the MSDR and Connexis acquisitions, acquisition, partially offset by having more intangible assets fully amortized during the year ended December 31, 2024. Depreciation expense (exclusive of depreciation included in cost of revenue) increased 31% to \$74.3 million for 2024 from \$65.2 million for 2023, from \$49.9 million for 2022, primarily attributable to an increase in purchased and developed hardware and software placed in service for our ongoing information technology investments to support our tech-centric total talent solutions initiatives and to optimize our internal front and back-office systems. Additionally, \$6.0 million and \$6.7 million and \$4.1 million \$6.0 million of depreciation expense for our language services business is included in cost of revenue for 2024 and 2023, respectively.

**Goodwill Impairment Losses.** Goodwill impairment losses of \$123.3 million and 2022, respectively, \$99.2 million were recognized in the nurse and allied solutions segment and physician and leadership solutions segment, respectively, during the year ended December 31, 2024. See additional information in "Item 8. Financial Statements and Supplementary Data—Notes to Consolidated Financial Statements—[Note \(4\)](#). Goodwill and Identifiable Intangible Assets."

**Interest Expense, Net, and Other.** Interest expense, net, and other, was \$54.1 million \$69.9 million for 2023 2024 as compared to \$40.4 million \$54.1 million for 2022 2023. The increase was primarily due to a higher average debt outstanding balance during 2023 2024.

**Income Tax Expense.** Income tax benefit was \$25.6 million for 2024 as compared to income tax expense was of \$73.6 million for 2023, as compared to \$162.7 million for 2022, reflecting effective income tax rates of 26% 15% and 27% 26% for these periods, respectively. The decrease Although the amount of annual non discrete items has remained relatively similar year over year, income (loss) before income taxes has declined year over year mostly related to impairment losses. This resulted in an \$18.0 million tax expense which, due to loss before income taxes, contributed to the decline in the year over year effective income tax rate was primarily attributable to the recognition of net discrete tax benefit of \$5.4 million during 2023 compared to \$1.7 million of net discrete tax expense recognized during 2022, in relation to income before income taxes of \$284.3 million and \$606.7 million for 2023 and 2022, respectively, rates. See additional information in "Item 8. Financial Statements and Supplementary Data—Notes to Consolidated Financial Statements—[Note \(7\)](#). Income Taxes, and [Note \(1\)\(4\)](#). Summary of Significant Accounting Policies. Goodwill and Identifiable Assets."

#### Comparison of Results for the Year Ended December 31, 2022 December 31, 2023 to the Year Ended December 31, 2021 December 31, 2022

We describe in detail the comparison of results for the years ended December 31, 2022 December 31, 2023 and 2021 2022 in "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations—Comparison of Results for the Year Ended December 31, 2022 December 31, 2023 to the Year Ended December 31, 2021 December 31, 2022" of our 2022 2023 Annual Report on Form 10-K.

#### Liquidity and Capital Resources

In summary, our cash flows were:

	(In Thousands)				
	Years Ended December 31,		Years Ended December 31,		
	2023	2022	2021	2024	2023
Net cash provided by operating activities					
Net cash used in investing activities					
Net cash provided by (used in) financing activities					

## Net decrease in cash, cash equivalents and restricted cash

Historically, our primary liquidity requirements have been for acquisitions, working capital requirements, and debt service under our credit facilities and senior notes. We have funded these requirements through internally generated cash flow and funds borrowed under our credit facilities and senior notes.

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As of **December 31, 2023** **December 31, 2024**, (1) **\$460.0 million** **\$210.0 million** was drawn with **\$269.2 million** **\$519.6 million** of available credit under the Senior Credit Facility (as defined below), (2) the aggregate principal amount of our 2027 Notes (as defined below) outstanding was **\$500.0 million**, and (3) the aggregate principal amount of our 2029 Notes (as defined below) outstanding was **\$350.0 million**. As of **December 31, 2024**, we were in compliance with the various covenants under our debt instruments. We describe in further detail our Amended Credit Agreement (as defined below), under which our Senior Credit Facility is governed, the 2027 Notes, and the 2029 Notes in "Item 8. Financial Statements and Supplementary Data—Notes to Consolidated Financial Statements—[Note \(8\)](#), Notes Payable and Credit Agreement."

As of **December 31, 2023** **December 31, 2024**, the total of our contractual obligations under operating leases with initial terms in excess of one year was **\$55.1 million** **\$50.2 million**. We describe in further detail our operating lease arrangements in "Item 8. Financial Statements and Supplementary Data—Notes to Consolidated Financial Statements—[Note \(5\)](#), Leases." We also have various obligations and working capital requirements, such as certain tax and legal matters, contingent consideration and other liabilities, that are recorded on our consolidated balance sheets. See additional information in "Item 8. Financial Statements and Supplementary Data—Notes to Consolidated Financial Statements—[Note \(3\)](#), Fair Value Measurement, [Note \(6\)](#), Balance Sheet Details, [Note \(7\)](#), Income Taxes, and [Note \(12\)](#), Commitments and Contingencies."

In addition to our cash requirements, we have a share repurchase program authorized by our board of directors, which does not require the purchase of any minimum number of shares and may be suspended or discontinued at any time. See additional information in "Item 5. Market For Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities." Under the repurchase program, we entered into an accelerated share repurchase ("ASR") agreement with a counterparty on May 8, 2023 to repurchase **\$200.0 million** of our outstanding common stock and received an initial delivery of 1.8 million shares. On August 10, 2023, we received an additional 0.3 million shares of our common stock upon settlement of the ASR agreement. The ASR was funded through borrowings under the Senior Credit Facility. See additional information in "Item 8. Financial Statements and Supplementary Data—Notes to Consolidated Financial Statements—[Note \(10\)\(b\)](#), Capital Stock—Treasury Stock."

We believe that cash generated from operations and available borrowings under our Senior Credit Facility will be sufficient to fund our operations and liquidity requirements, including expected capital expenditures, for the next 12 months and beyond. We intend to finance potential future acquisitions with cash provided from operations, borrowings under our Senior Credit Facility, or other borrowings under our Amended Credit Agreement, bank loans, debt or equity offerings, or some combination of the foregoing. The following discussion provides further details of our liquidity and capital resources.

### **Operating Activities**

Net cash provided by operating activities for **2024**, **2023** and **2022** was **\$320.4 million**, **\$372.2 million** and **2021** was **\$372.2 million**, **\$653.7 million** and **\$305.4 million**, respectively. The decrease in net cash provided by operating activities for **2023** **2024** from **2022** **2023** was primarily attributable to (1) a decrease in net income (loss) excluding non-cash expenses of **\$232.0 million** **\$187.8 million** primarily due to a decline in segment operating results/income in each of our **nurse** and **allied** **solutions** and **technology** and **workforce** **solutions** **segments**, (2) a decrease an increase in accounts payable and accrued expenses between periods of **\$232.3 million** primarily due to decreased associate vendor usage, and (3) a decrease in accrued compensation and benefits between periods of **\$69.6 million** primarily due to prior year increases in pay rates and the average number of travelers on assignment in our **nurse** and **allied** **solutions** **segment** and increased employee compensation and benefits in 2022, including accrued bonuses and commissions that were paid during the first quarter of 2023, and (4) increases in prepaid expenses and other current assets between periods of **\$55.3 million** and **\$13.6 million**, respectively, **\$12.7 million** primarily due to prepayments and subcontractor deposits that were made in 2021 and refunded by third-party vendors in 2022 related to labor disruption **services**, **services** in the current year, and (3) an increase in income taxes receivable between periods of **\$7.8 million** primarily due to a larger overpayment of estimated taxes during the current year as compared to 2023. The overall decrease in net cash provided by operating activities was partially offset by (1) a decrease an increase in accounts receivable accrued compensation and subcontractor receivables benefits between periods of **\$192.1 million** **\$68.8 million** primarily due to a larger decrease in bonuses and commissions that were paid during the receivables balance in the current year as compared to the prior year, which was due to decreases in revenue and associate vendor usage along with timing first quarter of collections, 2023, (2) an increase in other liabilities between periods of **\$116.3 million** **\$54.7 million** primarily due to lower cash paid for income taxes, client deposits related to labor disruption services in the current year, and (3) an increase in accounts payable and accrued expenses between periods of **\$28.6 million** primarily due to (a) a larger decrease in the subcontractor payable balance in the prior year as compared to the current year primarily attributable to declines in associate vendor usage and (b) a decrease in income taxes receivable between periods the accrued expenses balance in the current year as a result of **\$12.7 million** primarily due to an overpayment a decrease in operating expenses associated with our revenue decline and timing of estimated taxes during 2022, payments, partially offset by a payment of the legal settlement amount for the Clarke matter in the current year. Our Days Sales Outstanding ("DSO") was **70** **55** and **55** **70** days at **December 31, 2023** **December 31, 2024** and **December 31, 2022** **December 31, 2023**, respectively. Our consolidated results for the year ended December 31, 2023 include included only one month of MSDR's revenue, but our consolidated balance sheet includes included the full amount of MSDR's accounts receivable. Excluding the acquisition of MSDR, our DSO was 66 days at December 31, 2023.

### **Investing Activities**

Net cash used in investing activities for **2024**, **2023** and **2022** was **\$79.9 million**, **\$412.5 million** and **2021** was **\$412.5 million**, **\$170.7 million** and **\$107.4 million**, respectively. The year-over-year increase decrease from **2022** **2023** to **2023** **2024** in net cash used in investing activities was primarily attributable to **\$292.2 million** used (1) no cash paid for acquisitions in **2023** **2024** as compared to **\$69.6 million** **\$292.2 million** in **2022**, **2023** and (2) **\$8.4 million** of payments to fund the deferred compensation plan in 2024 as compared to **\$24.9 million** in 2023. In addition, capital expenditures were **\$103.7 million** **\$80.9 million**, **\$75.8 million** **\$103.7 million** and **\$53.6 million** **\$75.8 million** for the years ended **December 31, 2023** **December 31, 2024**, **2022** **2023** and **2021**, **2022**, respectively. Our

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capital expenditures in recent years were primarily related to ongoing **information** **technology** investments to support our **tech**-**centric** **total** **talent** **solutions** initiatives and to optimize our internal front and back-office systems.

## Financing Activities

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Net cash provided by (used in) financing activities for 2024, 2023 and 2022 and 2021 was \$(259.4) million, \$10.7 million, and \$(591.9) million, respectively. Net cash used in financing activities for 2024 was primarily due to (1) repayments of \$375.0 million under the Senior Credit Facility (as defined below), (2) \$4.8 million in cash paid for shares withheld for payroll taxes resulting from the vesting of employee equity awards, and \$(34.9) million, respectively, (3) \$3.7 million in cash paid for excise tax on prior year share repurchases, partially offset by borrowings of \$125.0 million under the Senior Credit Facility. Net cash provided by financing activities for 2023 was primarily due to borrowings of \$815.0 million under the Senior Credit Facility, (as defined below), partially offset by (1) \$424.7 million paid in connection with the repurchase of our common stock, (2) repayments of \$355.0 million under the Senior Credit Facility, and (3) \$13.1 million in cash paid for shares withheld for payroll taxes resulting from the vesting of employee equity awards. Net cash used in financing activities for 2022 was due to \$576.8 million paid in connection with the repurchase of our common stock and \$15.1 million in cash paid for shares withheld for payroll taxes resulting from the vesting of employee equity awards.

### **Amended Credit Agreement**

On February 10, 2023, we entered into the third amendment to our credit agreement (the "Third Amendment"). The Third Amendment (together with the credit agreement, the first amendment and the second amendment, collectively, the "Amended Credit Agreement") provides for, among other things, an increase to the secured revolving credit facility (the "Senior Credit Facility") from \$400.0 million to \$750.0 million. The Senior Credit Facility includes a \$125.0 million sublimit for the issuance of letters of credit and a \$75.0 million sublimit for swingline loans. On November 5, 2024, we entered into the fourth amendment to our credit agreement (the "Fourth Amendment") which increased our consolidated net leverage ratio covenant for the year ending December 31, 2025. Our obligations under the Amended Credit Agreement are secured by substantially all of our assets. The terms of the Amended Credit Agreement, including maturity dates, payment and interest terms, are described in further detail in "Item 8. Financial Statements and Supplementary Data—Notes to Consolidated Financial Statements—[Note \(8\)](#), Notes Payable and Credit Agreement."

### **4.625% Senior Notes Due 2027**

On August 13, 2020, AMN Healthcare, Inc., a wholly owned subsidiary of the Company, completed the issuance of an additional \$200.0 million aggregate principal amount of 4.625% senior notes due 2027 (the "New 2027 Notes"), which were issued at a price of 101.000% of the aggregate principal amount. The New 2027 Notes were issued pursuant to the existing indenture, dated as of October 1, 2019, under which we previously issued \$300.0 million aggregate principal amount of 4.625% senior notes due 2027 (the "Existing 2027 Notes" and together with the New 2027 Notes, the "2027 Notes"). The New 2027 Notes will be treated as a single series with the Existing 2027 Notes and will have the same terms (other than issue price, issue date and the date from which interest accrues) as those of the Existing 2027 Notes. The 2027 Notes will mature on October 1, 2027. Interest on the 2027 Notes is payable semi-annually in arrears on April 1 and October 1 of each year, commencing October 1, 2020 with respect to the New 2027 Notes. The 2027 Notes are fully and unconditionally and jointly guaranteed on a senior unsecured basis by us and all of our subsidiaries that guarantee the Amended Credit Agreement.

On and after October 1, 2022, we may redeem all or a portion of the 2027 Notes upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed in percentages of principal amount on the redemption date) set forth below, plus accrued and unpaid interest, if any, to (but excluding) the redemption date, if redeemed during the twelve month period commencing on October 1 of the years set forth below:

Period	Redemption Price
2022	102.313 %
2023	101.156 %
2024 and thereafter	100.000 %

Upon the occurrence of specified change of control events as defined in the indenture governing the 2027 Notes, we must offer to repurchase the 2027 Notes at 101% of the principal amount, plus accrued and unpaid interest, if any, to (but excluding) the purchase date.

The indenture governing the 2027 Notes contains covenants that, among other things, restrict our ability to:

- sell assets,
- pay dividends or make other distributions on capital stock, make payments in respect of subordinated indebtedness or make other restricted payments,
- make certain investments,
- incur or guarantee additional indebtedness or issue preferred stock,

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- create certain liens,
- enter into agreements that restrict dividends or other payments from our restricted subsidiaries,
- consolidate, merge or transfer all or substantially all of our assets,
- engage in transactions with affiliates, and
- create unrestricted subsidiaries.

These covenants are subject to a number of important exceptions and qualifications. The indenture governing the 2027 Notes contains affirmative covenants and events of default that are customary for indentures governing high yield securities. The 2027 Notes and the guarantees are not subject to any registration rights agreement.

#### 4.000% Senior Notes Due 2029

On October 20, 2020, AMN Healthcare, Inc., a wholly owned subsidiary of the Company, completed the issuance of \$350.0 million aggregate principal amount of 4.000% Senior Notes due 2029 (the "2029 Notes"). The 2029 Notes will mature on April 15, 2029. Interest on the 2029 Notes will be payable semi-annually in arrears on April 15 and October 15 of each year, commencing April 15, 2021.

At any time and from time to time on and after April 15, 2024, we will be entitled at our option to redeem all or a portion of the 2029 Notes upon not less than 10 nor more than 60 days' notice, at the redemption prices (expressed in percentages of principal amount on the redemption date) set forth below, plus accrued and unpaid interest, if any, to (but excluding) the redemption date (subject to the right of holders of record of the 2029 Notes on the relevant record date to receive interest due on the relevant interest payment date), if redeemed during the twelve month period commencing on April 15 of the years set forth below:

Period	Redemption Price
2024	102.000 %
2025	101.000 %
2026 and thereafter	100.000 %

At any time and from time to time prior to April 15, 2024, we may also redeem 2029 Notes with the net cash proceeds of certain equity offerings in an aggregate principal amount not to exceed 40% of the aggregate principal amount of the 2029 Notes issued, at a redemption price (expressed as a percentage of principal amount) of 104.000% of the principal amount thereof plus accrued and unpaid interest, if any, to (but excluding) the applicable redemption date.

In addition, we may redeem some or all of the 2029 Notes at any time and from time to time prior to April 15, 2024 at a redemption price equal to 100% of the principal amount of the 2029 Notes redeemed, plus accrued and unpaid interest thereon, if any, to (but excluding) the applicable redemption date, plus a "make-whole" premium based on the applicable treasury rate plus 50 basis points.

Upon the occurrence of specified change of control events as defined in the indenture governing the 2029 Notes, we must offer to repurchase the 2029 Notes at 101% of the principal amount, plus accrued and unpaid interest, if any, to (but excluding) the purchase date.

The indenture governing the 2029 Notes contains covenants that, among other things, restricts our ability to:

- sell assets;
- pay dividends or make other distributions on capital stock, make payments in respect of subordinated indebtedness or make other restricted payments;
- make certain investments;
- incur or guarantee additional indebtedness or issue preferred stock;
- create certain liens;
- enter into agreements that restrict dividends or other payments from our restricted subsidiaries to us;
- consolidate, merge or transfer all or substantially all of their assets;
- enter into transactions with affiliates; and
- create unrestricted subsidiaries.

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These covenants are subject to a number of important exceptions and qualifications. The indenture governing the 2029 Notes contains affirmative covenants and events of default that are customary for indentures governing high yield securities. The 2029 Notes and the guarantees are not subject to any registration rights agreement.

#### Letters of Credit

As of December 31, 2023 December 31, 2024, we maintained outstanding standby letters of credit totaling \$21.3 million \$20.9 million as collateral in relation to our workers' compensation insurance agreements and a corporate office lease agreement. Of the \$21.3 million \$20.9 million of outstanding letters of credit, we have collateralized approximately \$0.6 million in cash and cash equivalents and the remaining \$20.8 million approximately \$20.4 million is collateralized by the Senior Credit Facility. Outstanding standby letters of credit at December 31, 2022 December 31, 2023 totaled \$22.0 million \$21.3 million.

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### Critical Accounting Policies and Estimates

Our critical accounting policies are those that we believe are both important to the portrayal of our financial condition and results and require our most difficult, subjective or complex judgments, often as a result of the need to make estimates about the effect of matters that are inherently uncertain. The preparation of our consolidated financial statements in conformity with United States generally accepted accounting principles requires us to make estimates and judgments that affect our reported amounts of assets and

liabilities, revenue and expenses, and related disclosures of contingent assets and liabilities. On an ongoing basis, we evaluate our estimates and base them on the information that is currently available to us and on various other assumptions that we believe are reasonable under the circumstances. Actual results could vary from these estimates under different assumptions or conditions. We believe that the following critical accounting policies affect the more significant judgments and estimates used in the preparation of our consolidated financial statements:

#### **Goodwill and Indefinite-lived Intangible Assets**

Our business acquisitions typically result in the recording of goodwill and other intangible assets. The determination of the fair value of such intangible assets involves the use of appropriate valuation techniques and requires management to make estimates and assumptions that affect our consolidated financial statements. Significant judgments required to estimate the fair values include estimated future cash flows, growth rates, customer attrition rates, brand awareness and discount rates. Changes in these estimates and assumptions could materially affect the determination of fair value for each intangible asset. Management may engage independent third-party specialists to assist in determining the fair values. For intangible assets purchased in a business acquisition, the estimated fair values of the assets received are used to establish their recorded values, which may become impaired in the future.

In accordance with accounting guidance on goodwill and other intangible assets, we perform annual impairment analysis to assess the recoverability of goodwill and indefinite-lived intangible assets. We assess the impairment of goodwill of our reporting units and indefinite-lived intangible assets annually, or more often if events or changes in circumstances indicate that the carrying **value amount** may not be recoverable. We may first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If, after assessing the totality of events and circumstances, we determine that it is more likely than not that the fair value of the reporting unit is greater than its carrying amount, the quantitative impairment test is unnecessary. If the reporting unit does not pass the qualitative assessment, then the reporting unit's carrying **value amount** is compared to its fair value. The fair values of the reporting units are estimated using market and **discounted cash flow income** approaches. Goodwill is considered impaired if the carrying **value amount** of the reporting unit exceeds its fair value. Application of the goodwill impairment test requires judgment, including the identification of reporting units, assignment of assets and liabilities to reporting units, assignment of goodwill to reporting units, and determination of the fair value of each reporting unit. Valuation techniques consistent with the market approach and income approach are used to measure the fair value of each reporting unit. Significant judgments are required to estimate the fair value of reporting units including estimating future cash flows, and determining appropriate discount rates, growth rates, **company control premium** and other assumptions. Changes in these estimates and assumptions could materially affect the determination of fair value for each reporting unit. We perform our annual impairment test on October 31 of each year. As of December 31, 2024, we do not have any indefinite-lived intangible assets.

We **last** performed a quantitative impairment test of our goodwill **in** as of October 31, 2024 and determined that the **first quarter** estimated fair values of **2020** the **nurse** and **the allied solutions and physician and leadership solutions reporting units** were below their respective carrying amounts. The estimated fair value of **each** the **technology and workforce solutions reporting unit** exceeded the respective **its** carrying **value amount** by more than 100 percent. As a result, we **recognized** goodwill impairment losses of **December 31, 2023** \$222.5 million in the consolidated financial statements as of and for the year ended December 31, 2024.

We consider the following assumptions used in the income and market approaches to be significant assumptions in estimating the fair value of our reporting units: revenue growth rates, long-term growth rates, weighted average cost of capital, and selection of market multiples.

Under the income approach, the discounted cash flow method uses estimated future cash flows, including revenue growth rates, based on our internal forecasts, which are estimated considering our historical experience, expectations of future business performance, and assessment of current and future market conditions. Keeping all other assumptions constant and excluding the effect of deferred income taxes, a change in the revenue growth rates over the entire forecast period of 25 basis points would have increased or reduced the goodwill impairment losses by approximately \$37.0 million.

A long-term growth rate is used to calculate the terminal value of our reporting units in the discounted cash flow method and is based on estimated economic and industry growth. According to the U.S. Inflation Calculator, healthcare inflation has ranged from 0.5% to 5.2% (average of 3.3%) over the last 25 years. And according to the U.S. Census Bureau, the number of

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adults age 65 or older is projected to grow an estimated 31% between 2022 and 2035. Based on the expectations of an increasingly aging population requiring additional healthcare services and the historical levels of inflation in the healthcare industry, we used an estimated long-term growth rate of 4.0% in the annual impairment test as of October 31, 2024. Keeping all other assumptions constant and excluding the effect of deferred income taxes, a change in the estimated long-term growth rates of 25 basis points would have increased or reduced the goodwill impairment losses by approximately \$7.0 million.

In the discounted cash flow method, each reporting unit's estimated future cash flows are discounted at a rate that is consistent with a weighted-average cost of capital (WACC), which represents the after-tax rate of return required by a market participant, which is based on observed market return data and company-specific risk factors. The Company engaged a third-party valuation specialist to assist in the determination of the WACC, which ranged from 13.5% to 14.0% for our reporting units in the most recent impairment test. Keeping all other assumptions constant and excluding the effect of deferred income taxes, a change in the WACC of 50 basis points would have increased or reduced the goodwill impairment losses by approximately \$30.0 million.

Under the market approach, we **do not** utilize the guideline company method, which involves the selection of valuation multiples based on the market capitalization of similar publicly traded companies. Multiples derived from these companies provide an indication of how much a market participant would be willing to pay for a company. These multiples are applied to the forecasted financial metrics for our reporting units to arrive at an indication of value. The market multiples used are revenue and earnings before interest, taxes, depreciation, and amortization (EBITDA). Keeping all other assumptions constant and excluding the effect of deferred income taxes, a change in the market multiples of 10% would have any indefinite-lived intangible assets increased or reduced the goodwill impairment losses by approximately \$53.0 million.

Intangible assets with estimable useful lives are required to be amortized over their respective estimated useful lives and reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment evaluation is based on an undiscounted cash flow analysis **at** of the asset group, which is

the lowest level at which cash flows of the long-lived assets are largely independent of other groups of assets and liabilities. If the asset group's undiscounted cash flows are less than its carrying amount, the asset group's fair value is measured. An impairment is recognized if the carrying amount of the asset group exceeds the fair value of the asset group.

We assess potential impairments to **intangible long-lived** assets when there is evidence that events or changes in circumstances indicate that the carrying amount of an asset or asset group may not be recovered. Our judgments regarding the existence of impairment indicators and future cash flows related to **intangible long-lived** assets are based on operational performance of our businesses, market conditions and other factors.

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Although there are inherent uncertainties in this assessment process, the estimates and assumptions we use, including estimates of future cash flows, volumes, market penetration and discount rates, are consistent with our internal planning.

Although the accounting guidance does not require impairment testing of long-lived assets in a reporting unit that is tested for goodwill impairment, we assess whether the related circumstances result in evidence that the carrying amounts of our long-lived assets may not be recoverable. As such, prior to the quantitative impairment test of our goodwill as of October 31, 2024, we evaluated the recoverability of the carrying amounts of asset groups within the nurse and allied solutions and physician and leadership solutions reporting units and determined that the undiscounted cash flows for all the asset groups tested were above their respective carrying amounts. Therefore, no impairment loss on our long-lived assets was recognized.

If these estimates or their related assumptions change in the future, we may be required to record an impairment **charge** **loss** on all or a portion of our long-lived **intangible** assets. Furthermore, we cannot predict the occurrence of future impairment-triggering events nor the impact such events might have on our reported asset values. Future events could cause us to conclude that impairment indicators exist and that long-lived **intangible** assets **associated with our acquired businesses** are impaired.

#### **Professional Liability Reserve**

We determine the adequacy of our accrual for professional liability by evaluating our historical experience and trends, loss reserves established by our insurance carriers, management and third-party administrators, and our independent actuarial studies. We obtain actuarial studies on a semi-annual basis to assist us in determining the adequacy of our accrual. For periods between the actuarial studies, we record accruals based on loss rates provided in the most recent actuarial study and management's review of loss history. Expense recognized for accruals (inclusive of actuarial-based **decreases** **adjustments**) was **\$5.5** **\$7.8** million, **\$7.2** **\$5.5** million and **\$7.2** million for the years ended **December 31, 2023** **December 31, 2024**, **2022** **2023** and **2021**, **2022**, respectively.

Our accrual for professional liability includes provisions for estimated incurred but not yet reported ("IBNR") losses and known claims ("case reserves"), as well as losses covered by excess insurance carriers ("excess liability"). The following table

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presents the case reserves, IBNR losses and excess liability as estimated by the most recently obtained actuarial study that make up our accrual for professional liability as of **December 31, 2023** **December 31, 2024** and **2022: 2023**:

	(In Thousands)			December 31,
	2023	2022	2024	2023
Case reserves (1)				
IBNR losses (1)				
Excess liability (2)				
<b>Total accrual</b>				

(1) The provisions for case reserves and estimated IBNR losses are presented net of excess liability.

(2) The accrual for losses recoverable from excess insurance carriers is recorded on the consolidated balance sheets with a corresponding recoverable asset.

We determine estimated IBNR losses by developing our historical loss data to its ultimate level ("ultimate losses") and subtracting incurred losses to date; the remainder is IBNR losses. We determine ultimate losses through the use of several actuarial methods, including (but not limited to) loss development methods and **Bornhuetter Ferguson methods**. **Bornhuetter-Ferguson method**. These methods use our specific historical claims data related to paid losses and loss adjustment expenses, historical and current case reserves, reported and closed claim counts, and industry and other data. The actuarial assumptions used in the aforementioned methods include paid and incurred loss development patterns, our growth and mix of business, inflation, law changes, and claim frequency and severity trends.

We consider the frequency and severity of claims to be significant assumptions in estimating our accrual for professional liability. A 10% change in the expected frequency is within a reasonable range of possibilities and would increase or reduce the accrual estimate by approximately \$2.0 million. A 10% change in the expected claim severity is within a reasonable range of possibilities and would increase or reduce the accrual estimate by approximately **\$4.0** **\$5.0** million. Additionally, the average time period between the occurrence and final resolution of our professional liability claims is approximately 5 years; however, the facts and circumstances of individual claims could result in a timeframe that significantly varies from this average. The ultimate settlements of our professional liability claims may vary significantly from our estimates if future changes in claim frequency or severity differ from historical trends and actuarial assumptions, which could have a material effect on our consolidated financial condition or results of operations.

#### **Contingent Liabilities**

We are involved in various lawsuits, claims, investigations, and proceedings that arise in the ordinary course of business. These matters typically relate to professional liability, tax, compensation, contract, competitor disputes and employee-related matters and include individual and class action lawsuits, as well as inquiries and investigations by governmental agencies regarding the Company's employment and compensation practices. Additionally, some of our clients may also become subject to claims, governmental inquiries and investigations and legal actions relating to services provided by our healthcare professionals.

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From time to time, and depending upon the particular facts and circumstances, we may be subject to indemnification obligations under our contracts with such clients relating to these matters.

We cannot predict with assurance the outcome of claims brought against us. Certain of the above-referenced matters may include speculative claims for substantial or indeterminate amounts of damages. We record a liability when we believe that it is both probable that a loss has been incurred and the amount can be reasonably estimated. In assessing the probability of loss and the estimated amount, we consider the following factors, among others: (a) the nature of the matter and any related facts, circumstances and data; (b) the progress of the case; (c) the opinions or views of legal counsel and other advisers; (d) our experience, and the experience of other entities, in similar cases; (e) how we intend to respond to the matter; and (f) reasonable settlement values based on the foregoing factors. Significant judgment is required to determine both probability and the estimated amount and the final outcome may ultimately be materially different. Where a range of loss can be reasonably estimated with no best estimate in the range, we record the minimum estimated liability. We review these provisions at least quarterly and adjust these provisions accordingly to reflect the impact of negotiations, settlements, rulings, advice of legal counsel, and updated information. We generally record changes in accruals related to legal matters in selling, general and administrative expenses in the consolidated statements of comprehensive **income**, **income (loss)**. The most significant matters for which the Company has established accruals in connection with loss contingencies are class and representative actions related to wage and hour claims under California and Federal law.

We believe that the amount or estimable range of reasonably possible loss beyond the accruals that we have established, will not, either individually or in the aggregate, have a material adverse effect on our business, consolidated financial position,

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results of operations, or cash flows with respect to loss contingencies for legal and other contingencies as of **December 31, 2023** **December 31, 2024**. However, the outcome of litigation is inherently uncertain. Therefore, if one or more of these legal matters were resolved against us for amounts in excess of management's expectations, our results of operations and financial condition, including in a particular reporting period, could be materially adversely affected.

### **Recent Accounting Pronouncements**

In November 2023, the FASB issued Accounting Standards Update ("ASU") 2023-07, "Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures," which expands the breadth and frequency of reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. The new guidance requires public entities to disclose, on an annual and interim basis, significant segment expenses that are regularly provided to the chief operating decision maker ("CODM"), the amount and composition of other segment items by reportable segment, any additional measures of a segment's profit or loss used by the CODM when assessing performance and deciding how to allocate resources, and the CODM's title and position. Additionally, public entities will be required to provide in interim periods all disclosures about a reportable segment's profit or loss that are currently required annually by Topic 280. This standard is effective on a retrospective basis for fiscal years beginning after December 15, 2023 and interim periods within fiscal years beginning after December 15, 2024, with early adoption permitted. We are currently evaluating the impact of adopting this standard on our disclosures.

In December 2023, the FASB issued ASU 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures," which is intended to enhance the transparency and decision-usefulness of income tax disclosures. The new guidance addresses investor requests for enhanced income tax information primarily through requiring disclosure of additional information about and further disaggregation of the rate reconciliation and income taxes paid. This standard is effective on a prospective basis for fiscal years beginning after December 15, 2024, with early adoption permitted. We are currently evaluating the impact of adopting this standard on our disclosures.

In November 2024, the FASB issued ASU 2024-03, "Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses," which is intended to improve disclosures about the expenses of public entities. The new guidance requires more detailed information about the types of expenses in commonly presented expense captions (such as cost of sales and selling, general, and administrative expenses) and requires public entities to disclose, on an annual and interim basis, the amounts of expenses included in each relevant expense caption presented on the face of the income statement within continuing operations, in a tabular format. Additionally, public entities will be required to disclose a qualitative description of the amounts remaining in relevant expense captions that are not separately disaggregated quantitatively, the total amount of selling expenses and, in annual reporting periods, the definition of selling expenses. This standard is effective on either a prospective or retrospective basis for fiscal years beginning after December 15, 2026 and interim periods within fiscal years beginning after December 15, 2027, with early adoption permitted. We are currently evaluating the impact of adopting this standard on our disclosures.

There have been no other new accounting pronouncements issued but not yet adopted that are expected to materially affect our consolidated financial condition or results of operations.

### **Item 7A. Quantitative and Qualitative Disclosures about Market Risk**

Market risk is the risk of loss arising from adverse changes in market rates and prices, such as interest rates, foreign currency exchange rates and commodity prices. During **2023**, **2024**, our primary exposure to market risk was interest rate risk associated with our variable interest debt instruments and our investment portfolio. A 100 basis point increase in interest rates on our variable rate debt would not have resulted in a material effect on our consolidated financial statements for **2023**, **2024**. A 100 basis point change in interest rates as of **December 31, 2023** **December 31, 2024** would not have resulted in a material effect on the fair value of our investment portfolio. For our investments that are classified as available-for-sale, unrealized gains or losses related to fluctuations in market volatility and interest rates are reflected within stockholders' equity in accumulated other comprehensive income (loss) in the consolidated balance sheets. Such unrealized gains or losses would be realized only if we sell the investments prior to maturity.

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During 2023, 2024, we generated substantially all of our revenue in the United States. Accordingly, we believe that our foreign currency risk is immaterial.

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### **Item 8. Financial Statements and Supplementary Data**

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### **Report of Independent Registered Public Accounting Firm**

To the Stockholders and Board of Directors  
AMN Healthcare Services, Inc.:

#### *Opinion on the Consolidated Financial Statements*

We have audited the accompanying consolidated balance sheets of AMN Healthcare Services, Inc. and subsidiaries (the Company) as of December 31, 2023 December 31, 2024 and 2022, 2023, the related consolidated statements of comprehensive income (loss), stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2023 December 31, 2024, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 December 31, 2024 and 2022, 2023, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2023 December 31, 2024, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2023 December 31, 2024, based on criteria established in *Internal Control – Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 22, 2024 February 20, 2025 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

#### *Basis for Opinion*

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S.

federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

#### Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

#### Professional Liability Reserve liability reserve

As discussed in [Notes 10, 10](#) and [6](#) to the consolidated financial statements, the Company determines their professional liability accrual by evaluating historical experience, trends, loss reserves, and actuarial studies. As of [December 31, 2023](#) [December 31, 2024](#), the Company recorded professional liability reserves totaling [\\$44,652](#) [\\$46,702](#) thousand.

We identified the evaluation of the professional liability reserve as a critical audit matter. A high degree of complex and subjective auditor [judgment, judgement](#), including the involvement of actuarial professionals with specialized skills and knowledge, was required in evaluating the Company's actuarial estimates and assumptions, specifically estimates for incurred but not reported claims. Changes in the actuarial estimates or assumptions could have a significant impact on the liability recognized.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls related to the process to estimate the professional liability reserve. This included a control related to the selection of ultimate losses used in the estimates for incurred but not reported claims. We tested the key inputs to determine the incurred but not reported estimate. This included testing

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data used by the Company's actuarial specialist to determine the expected loss rates, specifically claims history used in the actuarial models, for consistency with the actual claims incurred and paid by the Company. We also involved actuarial professionals with specialized skills and knowledge, who assisted in evaluating the Company's actuarial estimates and assumptions, specifically loss rates, by comparing them to the Company's historical data, and industry and regulatory trends.

#### Fair value Goodwill impairment assessment of certain intangible assets acquired in the acquisition of MSDR nurse and allied solutions and physician and leadership solutions reporting units

As discussed in [Note 24](#) to the consolidated financial statements, on November 30, 2023, the goodwill balance as of December 31, 2024 was \$897,456 thousand. As discussed in [Note 1\(j\)](#) to the consolidated financial statements, the Company acquired MSI Systems Corp, assesses the impairment of goodwill of its reporting units on an annual basis as of October 31, or more frequently if events or change in circumstances indicate that the carrying value may not be recoverable. If the carrying amount exceeds the fair value, an impairment loss is recorded. The Company sustained a decline in market capitalization and [DrWanted.com LLC \(MSDR\)](#) lower than expected financial performance. The Company performed its annual goodwill impairment test and estimated the fair value of its reporting units using the income and market approaches. The Company recorded a goodwill impairment of \$123,283 thousand for an initial purchase price of \$292,818 thousand. In connection with the acquisition, nurse and allied solutions reporting unit and \$99,174 thousand for the preliminary allocation of physician and leadership solutions reporting unit for the purchase price included \$92,000 thousand of identified intangible assets, including customer relationships of \$54,300 thousand and tradenames/trademarks of \$26,400 thousand, year ended December 31, 2024.

We identified the [evaluation assessment](#) of the [acquisition-date fair recoverability](#) of the carrying value of goodwill for the [customer relationships](#) [Company's nurse and tradenames/trademarks](#) intangible assets acquired in the [MSDR](#) acquisition [allied solutions and physician and leadership solutions reporting units](#) as a critical audit matter. A high degree of subjective auditor judgment including the involvement of valuation professionals with specialized skills and knowledge, was required in evaluating to evaluate the assumptions used in the [valuation models](#) for [Company's estimate of the customer relationships fair value](#) of the [nurse and tradenames/trademarks](#) intangible assets. The estimated fair values for these intangible assets were sensitive to reasonably possible changes to [allied solutions and physician and leadership solutions reporting units](#). Specifically, the following key assumptions for which there was limited market information:

- evaluation of the forecasted revenue growth rates used for the customer relationships and tradenames/trademarks
- tradename/trademark royalty rates used for the tradenames/trademarks
- forecasted annual customer attrition rates used for the customer relationships
- forecasted expenses used for the customer relationships
- discount rate used for assumptions utilized in the customer relationships income approach to determine the fair value of the [nurse and tradenames/trademarks](#).

[allied solutions and physician and leadership solutions reporting units](#) and the selection of the market multiples assumption utilized in the market approach to determine the fair value of the [nurse and allied solutions and physician and leadership solutions reporting units](#) required a high degree of subjective auditor judgement. Changes to these assumptions could have a significant effect on the Company's assessment of the carrying value of the goodwill. Additionally, the audit effort associated with the evaluation of the discount rate and market multiples required specialized skills and knowledge.

The following are the primary audit procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls related to the Company's acquisition-date valuation process, including goodwill impairment process. This included controls related to the key assumptions. We compared selection of forecasted revenue growth rates, the discount rate, and market multiples used to determine the fair value of the nurse and allied solutions and physician and leadership solutions reporting units. To assess the reasonableness of the forecasted revenue growth rates to those of MSDR's peers, industry reports, utilized in the income approach for the nurse and historical actual results for MSDR. We compared forecasted expenses to those of MSDR's peers allied solutions and to historical actual results for MSDR. We compared physician and leadership solutions reporting units, we evaluated the forecasted annual customer attrition revenue growth rates to against historical results of the attrition rates used in previous acquisitions reporting units and to historical attrition experienced by MSDR. In addition, we industry analyst projections. We involved valuation professionals with specialized skills and knowledge, who assisted in:

- in (1) evaluating the Company's tradenames/trademarks royalty rate assumptions by comparing them to licensing transactions for similar intellectual property
- evaluating reasonableness of the Company's discount rate by comparing it against a management's inputs to the discount rate range that was independently developed using to publicly available market data for comparable peers
- developing an estimate entities and assessed the resulting discount rate; and (2) assessing the appropriateness of the acquisition-date fair value of the intangible assets using the Company's cash flow forecast and an independently developed discount rate and market multiples selected by management by comparing the results them to the Company's fair value estimate publicly available market data for comparable entities.

/s/ KPMG LLP

We have served as the Company's auditor since 2000.

San Diego, California

February 22, 2024 20, 2025

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AMN HEALTHCARE SERVICES, INC.			
CONSOLIDATED BALANCE SHEETS			
(in thousands, except par value)			
	December 31,	2023	2022
	2024	2023	
<b>ASSETS</b>			
Current assets:			
Current assets:			
Current assets:			
Cash and cash equivalents			
Cash and cash equivalents			
Cash and cash equivalents			
Accounts receivable, net of allowances of \$32,233 and \$31,910 at December 31, 2023 and 2022, respectively			
Accounts receivable, net of allowances of \$32,421 and \$32,233 at December 31, 2024 and 2023, respectively			
Accounts receivable, subcontractor			
Prepaid expenses			
Other current assets			
Total current assets			
Restricted cash, cash equivalents and investments			
Fixed assets, net of accumulated depreciation of \$285,081 and \$227,617 at December 31, 2023 and 2022, respectively			
Fixed assets, net of accumulated depreciation of \$360,795 and \$285,081 at December 31, 2024 and 2023, respectively			
Other assets			
Other assets			
Other assets			
Deferred income taxes, net			
Goodwill			
Intangible assets, net of accumulated amortization of \$442,052 and \$361,327 at December 31, 2023 and 2022, respectively			
Intangible assets, net of accumulated amortization of \$534,822 and \$442,052 at December 31, 2024 and 2023, respectively			
Total assets			
LIABILITIES AND STOCKHOLDERS' EQUITY			

Current liabilities:			
Current liabilities:			
Current liabilities:			
Accounts payable and accrued expenses			
Accounts payable and accrued expenses			
Accounts payable and accrued expenses			
Accrued compensation and benefits			
Other current liabilities			
Other current liabilities			
Other current liabilities			
Total current liabilities			
Revolving credit facility			
Notes payable, net of unamortized fees and premium			
Deferred income taxes, net			
Other long-term liabilities			
Other long-term liabilities			
Other long-term liabilities			
Total liabilities			
Commitments and contingencies		Commitments and contingencies	Commitments and contingencies
Stockholders' equity:			
Preferred stock, \$0.01 par value; 10,000 shares authorized; none issued and outstanding at December 31, 2023 and 2022			
Preferred stock, \$0.01 par value; 10,000 shares authorized; none issued and outstanding at December 31, 2023 and 2022			
Preferred stock, \$0.01 par value; 10,000 shares authorized; none issued and outstanding at December 31, 2023 and 2022			
Common stock, \$0.01 par value; 200,000 shares authorized; 50,423 issued and 37,810 outstanding at December 31, 2023 and 50,109 issued and 41,879 outstanding at December 31, 2022			
Preferred stock, \$0.01 par value; 10,000 shares authorized; none issued and outstanding at December 31, 2024 and 2023			
Preferred stock, \$0.01 par value; 10,000 shares authorized; none issued and outstanding at December 31, 2024 and 2023			
Preferred stock, \$0.01 par value; 10,000 shares authorized; none issued and outstanding at December 31, 2024 and 2023			
Common stock, \$0.01 par value; 200,000 shares authorized; 50,692 issued and 38,079 outstanding at December 31, 2024 and 50,423 issued and 37,810 outstanding at December 31, 2023			
Additional paid-in capital			
Treasury stock, at cost; 12,613 and 8,230 shares at December 31, 2023 and 2022, respectively			
Treasury stock, at cost; 12,613 shares at December 31, 2024 and 2023			
Retained earnings			
Accumulated other comprehensive loss			
Total stockholders' equity			
Total liabilities and stockholders' equity			

See accompanying notes to consolidated financial statements.

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#### AMN HEALTHCARE SERVICES, INC.

#### CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS) (in thousands, except per share amounts)

	Years Ended December 31,		Years Ended December 31,	
	2023	2022	2021	2024
Revenue				
Cost of revenue				
Gross profit				
Operating expenses:				
Selling, general and administrative				
Selling, general and administrative				
Selling, general and administrative				

Depreciation and amortization (exclusive of depreciation included in cost of revenue)
Goodwill impairment losses
Total operating expenses
Income from operations
Income (loss) from operations
Interest expense, net, and other
Income before income taxes
Income tax expense
Net income
Income (loss) before income taxes
Income tax expense (benefit)
Net income (loss)
Other comprehensive income (loss):
Other comprehensive income (loss):
Other comprehensive income (loss):
Unrealized gains (losses) on available-for-sale securities, net, and other
Unrealized gains (losses) on available-for-sale securities, net, and other
Unrealized gains (losses) on available-for-sale securities, net, and other
Other comprehensive income (loss)
Comprehensive income
Comprehensive income
Comprehensive income
Comprehensive income (loss)
Comprehensive income (loss)
Comprehensive income (loss)
Net income per common share:
Net income per common share:
Net income per common share:
Net income (loss) per common share:
Net income (loss) per common share:
Net income (loss) per common share:
Basic
Basic
Basic
Diluted
Weighted average common shares outstanding:
Basic
Basic
Basic
Diluted

See accompanying notes to consolidated financial statements.

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**AMN HEALTHCARE SERVICES, INC.**  
**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**  
Years Ended **December 31, 2023 December 31, 2024, 2022 2023 and 2021 2022**  
(in thousands)

Common Stock	Additional Paid-in Capital	Treasury Stock	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total	Common Stock	Additional Paid-in Capital	Treasury Stock	Retained Earnings	Accumulated Other Comprehensive Loss	Total

Balance, December 31, 2020	
Balance, December 31, 2020	
Balance, December 31, 2020	
Repurchase of common stock	
Equity awards vested, net of shares withheld for taxes	
Share-based compensation	
Share-based compensation	
Share-based compensation	
Comprehensive income (loss)	
Balance, December 31, 2021	
Balance, December 31, 2021	
Balance, December 31, 2021	
Repurchase of common stock	
Equity awards vested, net of shares withheld for taxes	
Share-based compensation	
Share-based compensation	
Share-based compensation	
Comprehensive income (loss)	
Balance, December 31, 2022	
Repurchase of common stock	
Equity awards vested, net of shares withheld for taxes	
Share-based compensation	
Share-based compensation	
Share-based compensation	
Comprehensive income	
Balance, December 31, 2023	
Equity awards vested, net of shares withheld for taxes	
Equity awards vested, net of shares withheld for taxes	
Equity awards vested, net of shares withheld for taxes	
Shares purchased and issued under employee stock purchase plan	
Share-based compensation	
Share-based compensation	
Share-based compensation	
Comprehensive income (loss)	
Balance, December 31, 2024	

See accompanying notes to consolidated financial statements.

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**AMN HEALTHCARE SERVICES, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(in thousands)

	Years Ended December		Years Ended December	
	31,	2023	31,	2024
	2022	2021	2023	2022



Purchase of equity investment	
Proceeds from sale of equity investment	
Proceeds from sale of equity investment	
Proceeds from sale of equity investment	
Payments to fund deferred compensation plan	
Payments to fund deferred compensation plan	
Payments to fund deferred compensation plan	
Cash paid for initial direct costs	
Cash paid for acquisitions, net of cash and restricted cash received	
Cash paid for acquisitions, net of cash and restricted cash received	
Cash paid for acquisitions, net of cash and restricted cash received	
Cash paid for other intangibles	
Cash received for working capital settlement of prior year acquisition	
Net cash used in investing activities	
Net cash used in investing activities	
Net cash used in investing activities	

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	Years Ended December 31,		Years Ended December 31,	
	2023	2022	2021	2024
<b>Cash flows from financing activities:</b>				
Payments on term loans				
Payments on term loans				
Payments on term loans				
Payments on revolving credit facility				
Payments on revolving credit facility				
Payments on revolving credit facility				
Proceeds from revolving credit facility				
Payments on loans payable				
Payments on loans payable				
Payments on loans payable				
Repurchase of common stock (1)				
Payment of excise tax on share repurchases				
Payment of financing costs				
Earn-out payments to settle contingent consideration liabilities for prior acquisitions				
Cash paid for shares withheld for taxes				
Cash paid for shares withheld for taxes				
Cash paid for shares withheld for taxes				
Net cash provided by (used in) financing activities				
Net cash provided by (used in) financing activities				
Net cash provided by (used in) financing activities				
<b>Effect of exchange rate changes on cash</b>				
<b>Net increase (decrease) in cash, cash equivalents and restricted cash</b>				
Net decrease in cash, cash equivalents and restricted cash				
Net decrease in cash, cash equivalents and restricted cash				
Net decrease in cash, cash equivalents and restricted cash				
Cash, cash equivalents and restricted cash at beginning of year				
Cash, cash equivalents and restricted cash at end of year				
Supplemental disclosures of cash flow information:				
Supplemental disclosures of cash flow information:				

Supplemental disclosures of cash flow information:

Cash paid for amounts included in the measurement of operating lease liabilities
Cash paid for amounts included in the measurement of operating lease liabilities
Cash paid for amounts included in the measurement of operating lease liabilities
Cash paid for interest (net of \$1,229, \$703 and \$349 capitalized in 2023, 2022 and 2021, respectively)
Cash paid for interest (net of \$606, \$1,229 and \$703 capitalized in 2024, 2023 and 2022, respectively)
Cash paid for income taxes
Acquisitions:
Fair value of tangible assets acquired in acquisitions, net of cash and restricted cash received
Fair value of tangible assets acquired in acquisitions, net of cash and restricted cash received
Fair value of tangible assets acquired in acquisitions, net of cash and restricted cash received
Goodwill
Intangible assets
Liabilities assumed
Contingent consideration liabilities
Contingent consideration liabilities
Contingent consideration liabilities
Net cash paid for acquisitions

Supplemental disclosures of non-cash investing and financing activities:

Purchase of fixed assets recorded in accounts payable and accrued expenses
Purchase of fixed assets recorded in accounts payable and accrued expenses
Purchase of fixed assets recorded in accounts payable and accrued expenses
Excise tax payable on share repurchases
Right-of-use assets obtained in exchange for operating lease liabilities

(1) The difference between the amount reported for the year ended December 31, 2023 and the corresponding amount presented in the consolidated statements of stockholders' equity is due to accrued excise tax payable on share repurchases which ~~is was~~ recorded within treasury stock. The excise tax was paid during the year ended December 31, 2024.

See accompanying notes to consolidated financial statements.

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AMN HEALTHCARE SERVICES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2024, 2023 ~~2022~~ and ~~2021~~ 2022

(in thousands, except per share amounts)

**(1) Summary of Significant Accounting Policies**

**(a) General**

AMN Healthcare Services, Inc. was incorporated in Delaware on November 10, 1997. AMN Healthcare Services, Inc. and its subsidiaries (collectively, the "Company") provide healthcare workforce solutions and staffing services at acute and sub-acute care hospitals and other healthcare facilities throughout the United States.

**(b) Principles of Consolidation**

The accompanying consolidated financial statements include the accounts of AMN Healthcare Services, Inc. and its wholly-owned subsidiaries. All significant intercompany balances and transactions have been eliminated in consolidation.

**(c) Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make a number of estimates and assumptions relating to the reporting of assets and liabilities and the disclosure of contingent assets and liabilities at the dates of the ~~consolidated~~ financial statements and the reported amounts of revenue and expenses during the reporting periods. On an ongoing basis, the Company evaluates its estimates, including those related to goodwill and indefinite-lived intangible assets, professional liability reserve, contingent liabilities such as legal accruals, and income taxes. The Company bases these estimates on the information that is currently available and on various other assumptions that it believes are reasonable under the circumstances. Actual results could differ from those estimates under different assumptions or conditions.

**(d) Cost of Revenue**

Cost of revenue represents costs directly associated with the earnings of revenue and are comprised primarily of compensation, benefits, housing, travel and allowance costs for healthcare professionals and medically qualified interpreters.

**(e) Selling, General and Administrative Expenses**

Selling, general and administrative expenses consist predominantly of compensation and benefits costs for corporate employees, in addition to professional service fees, legal matter accruals, and other overhead costs. Unallocated corporate overhead is a subset of selling, general and administrative expenses and is comprised of indirect costs related to certain corporate functions that are not allocated to the Company's reportable segments.

**(f) Cash and Cash Equivalents**

The Company considers all highly liquid investments with an original maturity of three months or less to be cash equivalents. Cash and cash equivalents include currency on hand, deposits with financial institutions, money market funds, and other highly liquid investments. See [Note \(3\)](#), "Fair Value Measurement" for additional information.

**(e)(g) Restricted Cash, Cash Equivalents and Investments**

Restricted cash, and cash equivalents and investments primarily includes include cash, corporate bonds and commercial paper that serve as collateral for the Company's captive insurance subsidiary claim payments. See [Note \(3\)](#), "Fair Value Measurement" for additional information.

The following table provides a reconciliation of cash, cash equivalents and restricted cash reported within the accompanying consolidated balance sheets and related notes to the amounts presented in the accompanying consolidated

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statements of cash flows.

	December 31, 2023	December 31, 2022	December 31, 2024	December 31, 2023
Cash and cash equivalents				
Restricted cash and cash equivalents (included in other current assets)				
Restricted cash, cash equivalents and investments				
Total cash, cash equivalents and restricted cash and investments				
Less restricted investments				
Total cash, cash equivalents and restricted cash				

**(f)** The Company released \$25,000 of restricted cash held at its captive insurance subsidiary in January 2025, which was used to repay a portion of the outstanding borrowings under the Senior Credit Facility (as defined in [Note \(2\)](#), below). As the restriction was in effect as of December 31, 2024 and the entire outstanding debt balance is classified as a noncurrent liability in the consolidated balance sheet, the noncurrent classification of the restricted cash was maintained as of December 31, 2024.

**(h) Fixed Assets**

The Company records furniture, equipment, leasehold improvements and capitalized software at cost less accumulated amortization and depreciation. The Company records equipment acquired under finance leases at the present value of the future minimum lease payments. The Company capitalizes major additions and improvements, and it expenses maintenance and repairs when incurred. The Company calculates depreciation on furniture, equipment and software using the straight-line

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method based on the estimated useful lives of the related assets (typically three to ten years). The Company depreciates leasehold improvements and equipment obtained under finance leases over the shorter of the term of the lease or their estimated useful lives. The Company includes depreciation of equipment obtained under finance leases with depreciation expense in the accompanying consolidated financial statements.

The Company capitalizes costs it incurs to develop software during the application development stage. Application development stage costs generally include costs associated with software configuration, coding, installation and testing. The Company also capitalizes costs of significant upgrades and enhancements that result in additional functionality, whereas it expenses as incurred costs for maintenance and minor upgrades and enhancements. The Company amortizes capitalized costs using the straight-line method over three to ten years once the software is ready for its intended use.

The Company reviews assesses long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset group to the future undiscounted net cash flows that are expected to be generated by the asset group. If such asset group is considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the asset group exceeds the fair value of the asset group. The Company reports assets to be disposed of at the lower of the carrying amount or fair value less costs to sell.

**(g)(i) Leases**

The Company recognizes operating lease right-of-use assets and liabilities at commencement date based on the present value of the future minimum lease payments over the lease term. Leases with an initial term of 12 months or less are not recorded on the balance sheet in accordance with the short-term lease recognition exemption. The Company applies the practical expedient to not separate lease and non-lease components for all leases that qualify. The rates implicit in the Company's lease arrangements are generally not readily determinable and as such, the Company uses its incremental borrowing rate as the discount rate to measure its lease liabilities. The incremental borrowing rate is determined for each operating lease based on the Company's borrowing capabilities over a similar term of the lease arrangement, which is estimated by utilizing the Company's credit rating and the effects of full collateralization. Lease expense is recognized on a straight-line basis over the lease term.

Operating lease right-of-use assets are included in other assets, and operating lease liabilities are included in other current liabilities and other long-term liabilities in the consolidated balance sheets.

#### **(h) (j) Goodwill**

The Company records as goodwill the portion of the purchase price that exceeds the fair value of net assets of entities acquired. The Company evaluates goodwill annually for impairment at the reporting unit level and whenever circumstances occur indicating that goodwill may be impaired. The Company may first ~~assess~~ ~~perform an optional qualitative factors assessment to~~

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determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If, after assessing the totality of events and circumstances, the Company determines that it is more likely than not that the fair value of the reporting unit is greater than its carrying amount, the quantitative impairment test is unnecessary. If ~~a~~ a reporting unit does not pass the qualitative assessment, then the Company performs a quantitative test in which the reporting unit's carrying ~~value~~ amount is compared to its fair value. The amount by which the carrying ~~value~~ amount of the goodwill exceeds its fair value is recognized as an impairment loss. See [Note \(3\), "Fair Value Measurement"](#) for additional information.

#### **(i) (k) Intangible Assets**

Intangible assets consist of identifiable intangible assets acquired through acquisitions, which include tradenames and trademarks, customer relationships, staffing databases, developed technology and non-compete agreements. The Company amortizes intangible assets, other than those with an indefinite life, using the straight-line method over their useful lives. The Company amortizes non-compete agreements using the straight-line method over the lives of the related agreements. The Company reviews for impairment intangible assets with estimable useful lives whenever events or changes in circumstances indicate that the carrying amount may not be recoverable.

The Company does not amortize indefinite-lived intangible assets and instead reviews them for impairment annually. The Company may first perform a qualitative assessment to determine whether it is more likely than not that an indefinite-lived intangible asset is impaired. If, after assessing the totality of events and circumstances, the Company determines that it is more likely than not that the indefinite-lived intangible asset is not impaired, no quantitative fair value measurement is necessary. If a quantitative fair value measurement calculation is required for an indefinite-lived intangible asset, the Company compares its

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fair value with its carrying amount. If the carrying amount exceeds the fair value, the Company records the excess as an impairment loss.

#### **(j) (l) Insurance Reserves**

The Company maintains an accrual for professional liability that is included in accounts payable and accrued expenses and other long-term liabilities in the consolidated balance sheets. The expense is included in the selling, general and administrative expenses in the consolidated ~~statement statements~~ of comprehensive ~~income~~ ~~income (loss)~~. The Company determines the adequacy of this accrual by evaluating its historical experience and trends, loss reserves established by the Company's insurance carriers, management and third-party administrators, and independent actuarial studies. The Company obtains actuarial studies on a semi-annual basis that use the Company's actual claims data and industry data to assist the Company in determining the adequacy of its reserves each year. For periods between the actuarial studies, the Company records its accruals based on loss rates provided in the most recent actuarial study and management's review of loss history and trends. Liabilities include provisions for estimated incurred but not yet reported ("IBNR") losses, as well as provisions for known claims. IBNR reserve estimates involve the use of assumptions that are primarily based upon historical loss experience, industry data and other actuarial assumptions. The Company maintains insurance programs through its wholly-owned captive insurance subsidiary, which primarily provides coverage, on an occurrence basis, for professional liability within its nurse and allied solutions segment. In addition, the Company maintains excess insurance coverage through a commercial carrier for losses above the per occurrence retention. Losses covered by excess insurance are included in the accrual for professional liability, as the Company remains liable to the extent commercial carriers do not meet their obligations.

The Company maintains an accrual for workers' compensation, which is included in accrued compensation and benefits and other long-term liabilities in the consolidated balance sheets. The expense relating to healthcare professionals is included in cost of revenue, while the expense relating to corporate employees is included in the selling, general and administrative expenses in the consolidated ~~statement statements~~ of comprehensive ~~income~~ ~~income (loss)~~. The Company determines the adequacy of this accrual by evaluating its historical experience and trends, loss reserves established by the Company's insurance carriers and third-party administrators, and independent actuarial studies. The Company obtains actuarial studies on a semi-annual basis that use the Company's payroll and historical claims data, as well as industry data, to determine the appropriate reserve for both reported claims and IBNR claims for each policy year. For periods between the actuarial studies, the Company records its accruals based on loss rates provided in the most recent actuarial study.

#### **(k) (m) Revenue Recognition**

Revenue primarily consists of fees earned from the temporary staffing and permanent placement of healthcare professionals, executives, and leaders (clinical and operational). The Company also generates revenue from technology-enabled services, including language interpretation and vendor management systems, and talent planning and acquisition services, including recruitment process outsourcing. The Company recognizes revenue when control of its services is transferred to its customers, in an amount that reflects the consideration the Company expects to be entitled to receive in exchange for those services. Revenue from temporary staffing services is recognized as the services are rendered by clinical and non-clinical

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healthcare professionals. Under the Company's managed services program ("MSP") arrangements, the Company manages all or a part of a customer's supplemental workforce needs utilizing its own network of healthcare professionals along with those of third-party subcontractors. Revenue and the related direct costs under MSP arrangements are recorded in accordance with the accounting guidance on reporting revenue gross as a principal versus net as an agent. When Revenue is recorded on a gross basis when the Company utilizes its own network of healthcare professionals (including nurses, allied healthcare professionals, locum tenens, and executive and leadership interim staff). Conversely, when the Company uses subcontractors under an MSP arrangement and acts as an agent, revenue is recorded net of the related subcontractor's expense. Revenue from permanent placement and recruitment process outsourcing services is recognized as the services are rendered. Depending on the arrangement, the Company's technology-enabled service revenue is recognized either as the services are rendered or ratably over the applicable arrangement's service period. Revenue for the language services business is recorded on a gross basis. Under vendor management systems arrangements, revenue is recorded on a net basis as an agent because other companies are primarily responsible for providing the staffing services, for which the Company is entitled a percentage fee. See additional information below regarding the Company's revenue disaggregated by service type.

The Company's customers are primarily billed as services are rendered. Any fees billed in advance of being earned are recorded as deferred revenue. While payment terms vary by the type of customer and the services rendered, the term between invoicing and when payment is due is not significant.

The Company recognizes assets from incremental costs to obtain a contract with a customer and costs incurred to fulfill a contract with a customer, which are deferred and amortized using the portfolio approach on a straight line basis over the average period of benefit consistent with the timing of transfer of services to the customer.

The Company has elected to apply the following practical expedients and optional exemptions related to contract costs and revenue recognition:

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- Recognize incremental costs of obtaining a contract with amortization periods of one year or less as expense when incurred. These costs are recorded within selling, general and administrative expenses.
- Recognize revenue in the amount of consideration that the Company has a right to invoice the customer if that amount corresponds directly with the value to the customer of the Company's services completed to date.
- Exemptions from disclosing the value of unsatisfied performance obligations for (i) contracts with an original expected length of one year or less, (ii) contracts for which revenue is recognized in the amount of consideration that the Company has a right to invoice for services performed and (iii) contracts for which variable consideration is allocated entirely to a wholly unsatisfied performance obligation or to a wholly unsatisfied promise to transfer a distinct service that forms part of a single performance obligation.

#### **(l)(n) Accounts Receivable**

The Company records accounts receivable at the invoiced amount. Accounts receivable are non-interest bearing. The Company maintains an allowance for expected credit losses based on the Company's historical write-off experience, an assessment of its customers' financial conditions and available information that is relevant to assessing the collectability of cash flows, which includes current conditions and forecasts about future economic conditions. flows.

The following table provides a reconciliation of activity in the allowance for expected credit losses for accounts receivable:

	2023	2022
	2024	2023
Balance as of January 1,		
Provision for expected credit losses		
Provision for expected credit losses		
Provision for expected credit losses		
Amounts written off charged against the allowance		
Balance as of December 31,		
Balance as of December 31,		
Balance as of December 31,		

**The increase in the provision for expected credit losses for the year ended December 31, 2022 was primarily the result of developments that raised concern with a specific customer's ability to meet its financial obligations, and uncertainty regarding the collectability of cash flows from other customers due primarily to the macroeconomic outlook.**

#### **(m)(o) Concentration of Credit Risk**

The majority of the Company's business activity is with hospitals located throughout the United States. Credit is extended based on the evaluation of each entity's financial condition. One customer primarily within the Company's nurse and allied solutions segment comprised approximately 17% 16%, 18% 17% and 17% 18% of the consolidated revenue

of the Company for the years ended **December 31, 2023** **December 31, 2024**, **2022** **2023** and **2021**, **2022**, respectively.

The Company's cash and cash equivalents and restricted cash, cash equivalents and investments accounts are financial instruments that are exposed to concentration of credit risk. The Company maintains most of its cash, cash equivalents and

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investment balances **(both unrestricted and restricted)** with high-credit quality and federally insured institutions. However, cash equivalents and restricted cash equivalents and investment balances may be invested in non-federally insured money market funds, commercial paper and corporate bonds. As of **December 31, 2023** **December 31, 2024** and **2022**, **2023**, there were **\$123,836** **\$97,473** and **\$162,967**, **\$123,836**, respectively, of cash, cash equivalents and restricted cash, cash equivalents and investments, a portion of which was invested in non-federally insured **money market funds**, commercial paper and corporate bonds. See [Note \(3\)](#), "Fair Value Measurement," for additional information.

### **(n) (p) Income Taxes**

The Company records income taxes using the asset and liability method. Deferred 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 basis. 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 the period the changes are enacted. In assessing the realizability of deferred tax assets, the Company considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. The Company considers the scheduled reversal of deferred tax liabilities (including the impact of available carryback and carryforward periods), projected future taxable income, and tax-planning strategies in making this assessment. The Company recognizes the effect of income tax positions only if it is more likely than not that such positions will be sustained. Recognized income tax positions are measured at the largest amount that is greater than 50% likely of being realized. Changes in recognition or measurement are reflected in

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the period in which the change in judgment occurs. The Company records interest and penalties related to unrecognized tax benefits in income tax expense.

### **(o) (q) Fair Value of Financial Instruments**

The carrying amounts of the Company's cash equivalents and restricted cash equivalents and investments approximate their respective fair values due to the short-term nature and liquidity of these financial instruments. The fair value of the Company's equity investment is determined by measured using observable prices for identical or similar investments of the same issuer when such transactions are identified, which is more fully described in [Note \(3\)](#), "Fair Value Measurement." As it relates to the Company's 2027 Notes and 2029 Notes (as defined in [Note \(8\)](#) and [Note \(3\)](#), respectively, below), fair value disclosure is detailed in [Note \(3\)](#), "Fair Value Measurement." See [Note \(8\)](#), "Notes Payable and Credit Agreement," for additional information. The fair value of the Company's long-term self-insurance accruals cannot be estimated because the Company cannot reasonably determine the timing of future payments.

### **(p) (r) Share-Based Compensation**

The Company accounts for its share-based employee compensation plans by expensing the estimated fair value of share-based awards on a straight-line basis over the requisite employee service period, which typically is the vesting period, except for awards granted to retirement-eligible employees, which are expensed on an accelerated basis. Restricted stock units ("RSUs") typically vest over a three-year period. Share-based compensation cost of RSUs is measured by the market value of the Company's common stock on the date of grant, and the Company records share-based compensation expense only for those awards that are expected to vest. Performance restricted stock units ("PRSUs") primarily consist of PRSUs that contain performance conditions dependent on defined targets of the Company's adjusted EBITDA, with a range of 0% to 200% of the target amount granted to be issued under the award. Share-based compensation cost for these PRSUs is measured by the market value of the Company's common stock on the date of grant, and the amount recognized is adjusted for estimated achievement of the performance conditions. A limited amount of PRSUs contain a market condition dependent upon the Company's relative and absolute total stockholder return over a three-year period, typically with a range of 0% to 175% (and certain awards with a range of 0% to 200%) of the target amount granted to be issued under the award. Share-based compensation cost for these PRSUs is measured using the Monte-Carlo simulation valuation model and is not adjusted for the achievement, or lack thereof, of the market conditions. Share-based compensation cost for purchase rights granted under the Company's employee stock purchase plan is measured using the Black-Scholes model and the related employee contributions are included in accrued compensation and benefits in the consolidated balance sheets. See [Note \(11\)](#), "Share-Based Compensation," for additional information.

### **(q) (s) Net Income (Loss) per Common Share**

Share-based awards to purchase 88, 19 and 33 shares of common stock for the years ended December 31, 2023, 2022 and 2021, respectively, were not included in the calculation of diluted net income per common share because the effect of these instruments was anti-dilutive.

The following table sets forth the computation of basic and diluted net income (loss) per common share for the years ended **December 31, 2023** **December 31, 2024**, **2023** and **2022**, and **2021**, respectively:

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		Years Ended December 31,		Years Ended December 31,	
		2023	2022	2021	2024

Net income
Net income (loss)
Net income per common share - basic
Net income per common share - basic
Net income per common share - basic
Net income per common share - diluted
Net income (loss) per common share - basic
Net income (loss) per common share - basic
Net income (loss) per common share - basic
Net income (loss) per common share - diluted
Weighted average common shares outstanding - basic
Weighted average common shares outstanding - basic
Weighted average common shares outstanding - basic
Plus dilutive effect of potential common shares
Weighted average common shares outstanding - diluted
Anti-dilutive potential common shares excluded from diluted weighted average common shares outstanding
Anti-dilutive potential common shares excluded from diluted weighted average common shares outstanding
Anti-dilutive potential common shares excluded from diluted weighted average common shares outstanding

The dilutive effect of potential shares and anti-dilutive potential common shares primarily include outstanding share-based awards, which consists of restricted stock units, performance restricted stock units, and obligations under the Company's employee stock purchase plan.

#### **(r)(t) Segment Information**

The Company's operating segments are identified in the same manner as they are reported internally and used by the Company's chief operating decision maker ("CODM") for the purpose of evaluating performance and allocating resources. The Company's Chief Executive Officer and its Chief Financial Officer and Chief Operating Officer serve as the Company's CODM. The Company has three reportable segments: (1) nurse and allied solutions, (2) physician and leadership solutions, and (3) technology and workforce solutions. The nurse and allied solutions segment includes the Company's travel nurse staffing (including

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international nurse staffing and rapid response nurse staffing), labor disruption staffing, local staffing, international nurse and allied permanent placement, and allied staffing (including revenue cycle solutions) businesses. The physician and leadership solutions segment includes the Company's locum tenens staffing, healthcare interim leadership staffing, executive search, and physician permanent placement businesses. The technology and workforce solutions segment includes the Company's language services, vendor management systems ("VMS"), workforce optimization, and outsourced solutions businesses.

The Company's chief operating decision maker CODM relies on internal management reporting processes that provide revenue, gross profit and operating income by reportable segment. These financial measures are used by the CODM to evaluate segment for making financial performance, monitor variances between periods and against projections, make key operating decisions, and allocating resources. Segment operating income represents income before income taxes plus depreciation, amortization of intangible assets, share-based compensation, interest expense, net, allocate resources such as capital and other, and unallocated corporate overhead, personnel to each segment. The Company's management CODM does not evaluate manage or measure performance of segments using asset information; accordingly, asset information by segment is not prepared or disclosed.

The following table provides a reconciliation of revenue, gross profit and operating income by reportable segment to consolidated results and was derived from each segment's internal financial information as used for corporate management purposes:

	Years Ended December 31,		
	2023	2022	2021
Revenue			
Nurse and allied solutions	\$ 2,624,509	\$ 3,982,453	\$ 2,990,103
Physician and leadership solutions	669,701	697,946	594,243
Technology and workforce solutions	495,044	562,843	399,889
	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>
Segment operating income			
Nurse and allied solutions	\$ 362,158	\$ 576,226	\$ 461,311
Physician and leadership solutions	94,966	92,331	81,439
Technology and workforce solutions	214,736	299,390	187,578
	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>
Unallocated corporate overhead	671,860	967,947	730,328
Depreciation and amortization	154,484	153,669	123,416
	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>
	154,914	133,007	101,152

Depreciation (included in cost of revenue)	6,013	4,104	2,545
Share-based compensation	18,020	30,066	25,217
Interest expense, net, and other	54,140	40,398	34,077
Income before income taxes	\$ 284,289	\$ 606,703	\$ 443,921

purposes. Segment operating income represents income (loss) before income taxes plus depreciation, amortization of intangible assets, share-based compensation, goodwill impairment losses, interest expense, net, and other, and unallocated corporate overhead.

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	Year Ended December 31, 2024			
	Physician and Leadership		Technology and Workforce	
	Nurse and Allied Solutions	Solutions	Solutions	Total
Revenue	\$ 1,815,718	\$ 728,608	\$ 439,455	\$ 2,983,781
Cost of revenue	1,371,660	511,959	180,786	2,064,405
Gross profit	444,058	216,649	258,669	919,376
Segment selling, general and administrative expenses	270,467	137,600	91,590	499,657
Depreciation (included in cost of revenue)	—	—	(6,676)	(6,676)
Segment operating income	\$ 173,591	\$ 79,049	\$ 173,755	426,395
Unallocated corporate overhead				109,515
Depreciation and amortization				167,103
Depreciation (included in cost of revenue)				6,676
Share-based compensation				23,317
Goodwill impairment losses				222,457
Interest expense, net, and other				69,901
Loss before income taxes				\$ (172,574)

	Year Ended December 31, 2023			
	Physician and Leadership		Technology and Workforce	
	Nurse and Allied Solutions	Solutions	Solutions	Total
Revenue	\$ 2,624,509	\$ 669,701	\$ 495,044	\$ 3,789,254
Cost of revenue	1,932,099	440,230	167,344	2,539,673
Gross profit	692,410	229,471	327,700	1,249,581
Segment selling, general and administrative expenses	330,252	134,505	118,977	583,734
Depreciation (included in cost of revenue)	—	—	(6,013)	(6,013)
Segment operating income	\$ 362,158	\$ 94,966	\$ 214,736	671,860
Unallocated corporate overhead				154,484
Depreciation and amortization				154,914
Depreciation (included in cost of revenue)				6,013
Share-based compensation				18,020
Interest expense, net, and other				54,140
Income before income taxes				\$ 284,289

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	Year Ended December 31, 2022			
	Physician and Leadership		Technology and Workforce	
	Nurse and Allied Solutions	Solutions	Solutions	Total
Revenue	\$ 3,982,453	\$ 697,946	\$ 562,843	\$ 5,243,242
Cost of revenue	2,934,738	456,996	134,824	3,526,558
Gross profit	1,047,715	240,950	428,019	1,716,684
Segment selling, general and administrative expenses	471,489	148,619	132,733	752,841

Depreciation (included in cost of revenue)	—	—	(4,104)	(4,104)
Segment operating income	\$ 576,226	\$ 92,331	\$ 299,390	967,947
Unallocated corporate overhead				153,669
Depreciation and amortization				133,007
Depreciation (included in cost of revenue)				4,104
Share-based compensation				30,066
Interest expense, net, and other				40,398
Income before income taxes				\$ 606,703

The following tables present the Company's revenue disaggregated by service type:

	Year Ended December 31, 2023				
	Nurse and Allied Solutions		Physician and Leadership Solutions		Technology and Workforce Solutions
					Total
Travel nurse staffing	\$ 1,806,653	\$ —	\$ —	\$ —	\$ 1,806,653
Labor disruption services	13,303	—	—	—	13,303
Local staffing	76,553	—	—	—	76,553
Allied staffing	709,632	—	—	—	709,632
Locum tenens staffing	—	464,797	—	—	464,797
Interim leadership staffing	—	136,953	—	—	136,953
Temporary staffing	2,606,141	601,750	—	—	3,207,891
Permanent placement	18,368	67,951	—	—	86,319
Language services	—	—	—	260,121	260,121
Vendor management systems	—	—	—	169,370	169,370
Other technologies	—	—	—	24,222	24,222
Technology-enabled services	—	—	—	453,713	453,713
Talent planning and acquisition	—	—	—	41,331	41,331
Total revenue	\$ 2,624,509	\$ 669,701	\$ 495,044	\$ —	\$ 3,789,254

	Year Ended December 31, 2022				Year Ended December 31, 2024			
	Nurse and Allied Solutions	Nurse and Allied Solutions	Physician and Leadership Solutions	Technology and Workforce Solutions Total	Nurse and Allied Solutions	Physician and Leadership Solutions	Technology and Workforce Solutions	Total
Travel nurse staffing								
Labor disruption services								
Local staffing								
Allied staffing								
Locum tenens staffing								
Interim leadership staffing								
Temporary staffing								
Permanent placement (1)								
Language services								
Vendor management systems								
Other technologies								
Technology-enabled services								
Talent planning and acquisition								

Total revenue

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	Year Ended December 31, 2021					Year Ended December 31, 2023				
	Nurse and Allied Solutions	Nurse and Allied Solutions	Physician and Leadership Solutions	Technology and Workforce Solutions	Total	Nurse and Allied Solutions	Physician and Leadership Solutions	Technology and Workforce Solutions	Total	
Travel nurse staffing										
Labor disruption services										
Local staffing										
Allied staffing										
Locum tenens staffing										
Interim leadership staffing										
Temporary staffing										
Permanent placement (1)										
Language services										
Vendor management systems										
Other technologies										
Technology-enabled services										
Talent planning and acquisition										
Total revenue										

**(s) Reclassifications**

	Year Ended December 31, 2022				
	Nurse and Allied Solutions	Physician and Leadership Solutions	Technology and Workforce Solutions		Total
Travel nurse staffing	\$ 2,912,677	\$ —	\$ —	\$ —	\$ 2,912,677
Labor disruption services	112,160	—	—	—	112,160
Local staffing	142,724	—	—	—	142,724
Allied staffing	806,491	—	—	—	806,491
Locum tenens staffing	—	428,133	—	—	428,133
Interim leadership staffing	—	184,819	—	—	184,819
Temporary staffing	3,974,052	612,952	—	—	4,587,004
Permanent placement (1)	8,401	84,994	—	—	93,395
Language services	—	—	216,120	—	216,120
Vendor management systems	—	—	265,525	—	265,525
Other technologies	—	—	29,553	—	29,553
Technology-enabled services	—	—	511,198	—	511,198
Talent planning and acquisition	—	—	51,645	—	51,645
Total revenue	\$ 3,982,453	\$ 697,946	\$ 562,843	\$ —	\$ 5,243,242

(1) Includes revenue from international nurse permanent placement, physician permanent placement, and executive search.

To conform to The following table presents the current year presentation, certain reclassifications have been made to prior year balances Company's international nurse revenue by service type:

	Years Ended December 31,		
	2024	2023	2022
International nurse staffing <sup>(1)</sup>	\$ 165,875	\$ 208,132	\$ 161,992
International nurse permanent placement <sup>(2)</sup>	11,826	18,368	8,401
Total international nurse revenue	\$ 177,701	\$ 226,500	\$ 170,393

(1) Included in "Travel nurse staffing" as presented in the consolidated balance sheets and accompanying [Note \(6\)](#), "Balance Sheet Details," preceding tables.

#### **(t) Recently Adopted Accounting Pronouncements**

In October 2021, the Financial Accounting Standards Board issued Accounting Standards Update ("ASU") 2021-08, "Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers." The new guidance requires companies to apply the definition of a performance obligation under Accounting Standards Codification ("ASC") Topic 606, Revenue from Contracts with Customers, to recognize and measure contract assets and contract liabilities, such <sup>(2)</sup> Included in "Permanent placement" as deferred revenue, relating to contracts with customers that are acquired in a business combination. Under prior guidance, an acquirer generally recognized assets acquired and liabilities assumed in a business combination, including contract assets and contract liabilities arising from revenue contracts with customers, at their acquisition-date fair values in accordance with ASC Subtopic 820-10, Fair Value Measurements—Overall. Generally, this new guidance will result presented in the acquirer recognizing acquired contract assets and liabilities on the same basis that would have been recorded by the acquiree prior to the acquisition under ASC Topic 606. The Company adopted this standard effective January 1, 2023 on a prospective basis, and the adoption did not have a material effect on the Company's consolidated financial statements.

preceding tables.

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#### **(u) Recently Adopted Accounting Pronouncements**

In November 2023, the FASB issued Accounting Standards Update ("ASU") 2023-07, "Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures," which expands the breadth and frequency of reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. The new guidance requires public entities to disclose, on an annual and interim basis, significant segment expenses that are regularly provided to the chief operating decision maker ("CODM"), the amount and composition of other segment items by reportable segment, any additional measures of a segment's profit or loss used by the CODM when assessing performance and deciding how to allocate resources, and the CODM's title and position. Additionally, public entities will be required to provide in interim periods all disclosures about a reportable segment's profit or loss that are currently required annually by Topic 280. This standard is effective on a retrospective basis for fiscal years beginning after December 15, 2023 and interim periods within fiscal years beginning after December 15, 2024, with early adoption permitted. The Company adopted this standard for the year ending December 31, 2024. See [Note \(1\)\(t\)](#), "Summary of Significant Accounting Policies—Segment Information" for additional information.

#### **(2) Acquisitions**

The Company accounted for each acquisition set forth below using the acquisition method of accounting. Accordingly, the Company recorded the tangible and intangible assets acquired and liabilities assumed at their estimated fair values as of the applicable date of acquisition. Since the applicable date of acquisition, the Company has revised the allocation of the purchase price to the tangible and intangible assets acquired and liabilities assumed based on analysis of information that has been made available through December 31, 2023. The allocations will December 31, 2024 or the end of the one-year measurement period, whichever is earlier. Allocations continue to be updated through the measurement period, if necessary. The goodwill recognized for these acquisitions is attributable to expected growth as the Company leverages its brand and diversifies its services offered to clients, including potential revenue growth and margin expansion. The Company recognizes acquisition-related costs in selling, general and administrative expenses in the consolidated statements of comprehensive income. For each acquisition, the Company did not incur any material acquisition-related costs.

#### **MSDR Acquisition**

On November 30, 2023, the Company completed its acquisition of MSI Systems Corp. and DrWanted.com LLC (together, "MSDR"), two healthcare staffing companies that specialize in locum tenens and advanced practice. The initial purchase price of \$292,818 consisted entirely of cash consideration paid upon acquisition. The acquisition was funded through borrowings under the Company's \$750,000 secured revolving credit facility (the "Senior Credit Facility"), provided for under the Amended Credit Agreement (as defined in [Note \(8\)](#) below). The results of MSDR have been included in the Company's physician and leadership solutions segment since the date of acquisition. During the second quarter of 2024, \$1,649 was returned to the Company in respect of the final working capital settlement.

The preliminary allocation of the \$292,818 purchase price, which was reduced by the final working capital settlement and was finalized during the fourth quarter of 2024, consisted of (1) \$49,584 \$41,406 of fair value of tangible assets acquired, which included \$643 \$562 cash received, (2) \$24,536 \$26,371 of liabilities assumed, (3) \$92,000 of identified intangible assets, and (4) \$175,770 \$184,134 of goodwill, of which \$88,961 \$94,762 is deductible for tax purposes. The provisional items include the final working capital settlement and the assessment of additional information to finalize the measurement of certain assets acquired and liabilities assumed, which primarily consist of income tax matters, operating leases, accrued expenses and insurance reserves. The intangible assets acquired have a weighted average useful life of approximately seven years. The following table summarizes the fair value and useful life of each intangible asset acquired as of the acquisition date:

	Fair Value	Useful Life
		(in years)
Identifiable intangible assets		

Customer relationships	\$ 54,300	7 - 10
Tradenames and trademarks	26,400	3
Staffing databases	11,300	5
	<b>\$ 92,000</b>	

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### **Connetics Acquisition**

On May 13, 2022, the Company completed its acquisition of Connetics Communications, LLC ("Connetics"), which specializes in the direct hire recruitment and permanent placement of international nurse and allied health professionals with healthcare facilities in the United States. The initial purchase price of \$78,764 included (1) \$70,764 cash consideration paid upon acquisition, funded through cash on hand, and (2) contingent consideration (earn-out payment) of up to \$12,500 with an estimated fair value of \$8,000 as of the acquisition date. The contingent earn-out payment is based on the operating results of Connetics for the twelve months ending May 31, 2023, which resulted in a payment of \$7,500 in the third quarter of 2023. The results of Connetics have been included in the Company's nurse and allied solutions segment since the date of acquisition. During the fourth quarter of 2022, \$231 was returned to the Company in respect of the final working capital settlement.

The allocation of the \$78,533 purchase price, which was reduced by the final working capital settlement and was finalized during the second quarter of 2023, consisted of (1) \$3,172 of fair value of tangible assets acquired, which included \$963 cash received, (2) \$8,244 of liabilities assumed, (3) \$40,200 of identified intangible assets, and (4) \$43,405 of goodwill, of which \$42,905 is deductible for tax purposes. The intangible assets acquired have a weighted average useful life of approximately thirteen years. The following table summarizes the fair value and useful life of each intangible asset acquired as of the acquisition date:

	Fair Value	Useful Life
	(in years)	
<b>Identifiable intangible assets</b>		
Customer relationships	\$ 32,800	15
Staffing database	4,200	5
Tradenames and trademarks	3,200	5
	<b>\$ 40,200</b>	

### **Synzi and SnapMD Acquisition**

On April 7, 2021, the Company completed its acquisition of Synzi Holdings, Inc. ("Synzi") and its wholly-owned subsidiary, SnapMD, LLC ("SnapMD"). Synzi is a virtual care communication platform that enables organizations to conduct virtual visits and use secure messaging, text, and email for clinician-to-patient and clinician-to-clinician communications. SnapMD is a full-service virtual care management company, specializing in providing software to enable healthcare providers to better engage with their patients. The initial purchase price of \$42,240 consisted entirely of cash consideration paid upon acquisition. The acquisition was funded primarily through borrowings under the Senior Credit Facility. The results of Synzi and SnapMD have been included in the Company's technology and workforce solutions segment since the date of acquisition. During the second quarter of 2021, \$92 was returned to the Company in respect of the final working capital settlement.

The allocation of the \$42,148 purchase price, which was reduced by the final working capital settlement and was finalized during the second quarter of 2022, consisted of (1) \$2,757 of fair value of tangible assets acquired, which included \$884 cash received, (2) \$275 of liabilities assumed, (3) \$12,440 of identified intangible assets, and (4) \$27,226 of goodwill, of which \$6,044 is deductible for tax purposes. The fair value of intangible assets primarily includes \$10,890 of developed technology and \$1,220 of trademarks with a weighted average useful life of approximately seven years.

In the fourth quarter of 2023, the Company determined that it will wind down the operations of Synzi and SnapMD during 2024. As a result of this decision, the Company recorded an immaterial impairment charge to reduce the carrying value of intangible assets and shortened their remaining useful lives. The wind down is not expected to have a material effect on the Company's consolidated financial statements.

### **(3) Fair Value Measurement**

Fair value represents the price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. When determining fair value, the Company considers the principal or most advantageous market in which the Company would conduct a transaction, in addition to the assumptions that market participants would use when pricing the related assets or liabilities, including non-performance risk.

A three-level hierarchy prioritizes the inputs to valuation techniques used to measure fair value and requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The three levels of the fair value hierarchy are as follows:

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*Level 1*—Quoted prices in active markets for identical assets or liabilities.

**Level 2**—Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

**Level 3**—Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

There were no transfers between the three levels of the fair value hierarchy during the years ended December 31, 2024, 2023 and 2022.

#### **Assets and Liabilities Measured on a Recurring Basis**

From time to time, the Company invests a portion of its cash and cash equivalents in non-federally insured money market funds that are measured at fair value based on quoted prices, which are Level 1 inputs.

The Company's obligation under its deferred compensation plan is measured at fair value based on quoted market prices of the participants' elected investments, which are Level 1 inputs. The deferred compensation plan is more fully described in [Note \(9\)](#), "Retirement Plans."

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The Company's restricted cash equivalents and investments that serve as collateral for the Company's captive insurance company include commercial paper and corporate bonds. The commercial paper is measured at observable market prices for identical securities that are traded in less active markets, which are Level 2 inputs. The corporate bonds are measured using readily available pricing sources that utilize observable market data, including the current interest rate for comparable instruments, which are Level 2 inputs. The following table presents the fair value of commercial paper and corporate bonds issued and outstanding:

	As of December 31, 2023	As of December 31, 2022	As of December 31, 2024	As of December 31, 2023
Commercial paper				
Corporate bonds				
Total classified as restricted cash equivalents				
Total classified as restricted cash equivalents				
Total classified as restricted cash equivalents				
Commercial paper				
Corporate bonds				
Total classified as restricted investments				

The fair value of our available-for-sale securities as of **December 31, 2023** December 31, 2024, by remaining contractual maturities, are presented in the following table:

	Fair Value
Due in one year or less	\$ 5,635,770
Due after one year through five years	9,928,2,398
	<b>\$ 15,563,8,168</b>

Expected maturities may differ from stated due dates because borrowers may have the ability to call or prepay obligations with or without call or prepayment penalties.

The Company's contingent consideration liabilities are measured at fair value using probability-weighted discounted cash flow analysis or a simulation-based methodology for the acquired companies, which are Level 3 inputs. The Company recognizes changes to the fair value of its contingent consideration liabilities in selling, general and administrative expenses in the consolidated statements of comprehensive income.

#### [Table income \(loss\). There were no contingent consideration liabilities outstanding as of Contents](#)

December 31, 2024 and 2023.

The following tables present information about the above-referenced assets and liabilities and indicate the fair value hierarchy of the valuation techniques utilized to determine such fair value:

Assets (Liabilities)	Fair Value Measurements as of December 31, 2023			Fair Value Measurements as of December 31, 2022			Fair Value Measurements as of December 31, 2024			Fair Value Measurements as of December 31, 2023							
	Assets (Liabilities)	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total	Assets (Liabilities)	Level 1	Level 2	Level 3	Total	Level 1	Level 2	
Money market funds																	
Deferred compensation																	

## Deferred compensation

Deferred compensation

Corporate bonds

Commercial paper

Acquisition contingent consideration liabilities

## Assets Measured on a Non-Recurring Basis

The Company applies fair value techniques on a non-recurring basis associated with valuing identifiable intangible assets acquired through acquisitions and potential impairment losses related to its goodwill, indefinite-lived intangible assets, long-lived assets, and equity investments.

The fair value of identifiable intangible assets are determined using either the income approach (the relief-from-royalty method, multi-period excess earnings method or with-and-without method) or the cost approach (replacement cost method). These valuation approaches use a combination of assumptions, including Level 3 inputs, such as (i) forecasted revenue, growth rates and customer attrition rates, (ii) forecasted operating expenses and profit margins, and (iii) royalty rates and discount rates used to present value the forecasted cash flows.

The Company evaluates goodwill and indefinite-lived intangible assets annually for impairment and whenever events or changes in circumstances indicate that it is more likely than not that an impairment exists. The Company determines the fair value of its reporting units based on a combination of inputs, including the market capitalization of the Company, as well as Level 3 inputs such as discounted cash flows, which are not observable from the market, directly or indirectly. The Company

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determines the fair value of indefinite-lived intangible assets using the income approach (relief-from-royalty method) based on Level 3 inputs. Refer to [Note \(4\)](#) "Goodwill and Identifiable Intangible Assets" for additional details.

The Company's equity investment represents an investment in a non-controlled corporation without a readily determinable market value. The Company has elected to measure the investment at cost minus impairment, if any, plus or minus changes resulting from observable price changes. The fair value is determined by using quoted prices. When the Company identifies price changes in orderly transactions for identical or similar investments of the same issuer, which are Level 2 inputs, and the investment is measured at fair value. To determine whether a security of the same issuer is similar to the Company's equity investment, the Company considers other information available to the Company such as the rights and obligations of the securities. The Company recognizes changes to the fair value of its equity investment in interest expense, net, and other in the consolidated statements of comprehensive income. As of December 31, 2024, the Company has recognized cumulative upward adjustments and cumulative downward adjustments (including impairments) of \$14,033 and \$19,860, respectively. The balance of the equity investment was \$12,503 \$2,773 and \$19,204 \$12,503 as of December 31, 2023 December 31, 2024 and 2022, 2023, respectively.

There were no material impairment charges recorded during the years ended December 31, 2023, 2022 and 2021.

## Fair Value of Financial Instruments

The Company is required to disclose the fair value of financial instruments for which it is practicable to estimate the value, even though these instruments are not recognized at fair value in the consolidated balance sheets. The fair value of the Company's 2027 Notes (as defined in [Note \(8\)](#) below) and 4.000% senior notes due 2029 (the "2029 Notes") was estimated using quoted market prices in active markets for identical liabilities, which are Level 1 inputs. The carrying amounts and estimated fair value of the 2027 Notes and the 2029 Notes, which are more fully described in [Note \(8\)](#), "Notes Payable and Credit Agreement," are presented in the following table:

	As of December 31, 2023			As of December 31, 2022		
	Carrying		Estimated	Carrying		Estimated
	Amount	Fair Value	Amount	Fair Value	Amount	Fair Value
2027 Notes	\$ 500,000	\$ 468,750	\$ 500,000	\$ 468,750	\$ 500,000	\$ 460,000
2029 Notes	350,000	314,125	350,000	314,125	350,000	300,125

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	As of December 31, 2024			As of December 31, 2023		
	Carrying		Estimated	Carrying		Estimated
	Amount	Fair Value	Amount	Fair Value	Amount	Fair Value
2027 Notes	\$ 500,000	\$ 473,750	\$ 500,000	\$ 468,750	\$ 500,000	\$ 460,000
2029 Notes	350,000	312,375	350,000	314,125	350,000	300,125

The fair value of the Company's long-term self-insurance accruals cannot be estimated as the Company cannot reasonably determine the timing of future payments.

#### (4) Goodwill and Identifiable Intangible Assets

As of December 31, 2023 December 31, 2024 and 2022, 2023, the Company had the following acquired intangible assets:

	As of December 31, 2023			As of December 31, 2022			As of December 31, 2024			As of December 31, 2023		
	Gross	Net	Gross	Net	Gross	Net	Gross	Net	Gross	Net	Gross	Net
	Carrying Amount	Accumulated Amortization	Carrying Amount	Carrying Amount	Accumulated Amortization	Carrying Amount	Carrying Amount	Accumulated Amortization	Carrying Amount	Accumulated Amortization	Carrying Amount	Accumulated Amortization
Intangible assets subject to amortization:												
Staffing databases												
Staffing databases												
Staffing databases												
Customer relationships												
Tradenames and trademarks												
Non-compete agreements												
Acquired technology												
	—											
		\$										

As a result of developments in its brand consolidation efforts, the Company reassessed the useful lives of its tradenames and trademarks intangible assets during the fourth quarter of 2021. This assessment included tradenames and trademarks related to the Company's locums tenens, interim leadership, local staffing, physician permanent placement, allied, and VMS businesses. As a result, the Company concluded (a) that the useful lives for \$89,400 of tradenames and trademarks that were previously not subject to amortization were no longer considered to be indefinite and (b) to revise the estimated useful lives for \$19,766 of tradenames and trademarks. Prior to assigning useful lives to the previously indefinite-lived intangible assets, the Company tested the assets for impairment, concluding that they were not impaired. Effective December 31, 2021, these tradenames and trademarks intangible assets were assigned a weighted average useful life of approximately six years. The Company is amortizing their carrying values on a straight-line basis over the remaining useful lives.

Aggregate amortization expense for intangible assets was \$89,756 \$92,770 and \$83,078 \$89,756 for the years ended December 31, 2023 December 31, 2024 and 2022, 2023, respectively. Based on the net carrying amount of intangible assets subject to amortization, the estimated future amortization expense as of December 31, 2023 December 31, 2024 is as follows:

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	Amount
Year ending December 31, 2024 December 31, 2025	\$ 92,766
Year ending December 31, 2025	75,637 75,633
Year ending December 31, 2026	67,111 67,108
Year ending December 31, 2027	56,070 56,069
Year ending December 31, 2028	35,891 35,889
Year ending December 31, 2029	27,166
Thereafter	146,659 119,499
	<hr/> \$ 474,134 381,364

The Company performed its annual goodwill impairment test as of October 31, 2024. Due to a sustained decline in market capitalization in the fourth quarter, the Company performed a quantitative impairment test for its three reporting units: nurse and allied solutions, physician and leadership solutions, and technology and workforce solutions. The Company engaged a third-party valuation specialist to assist in determining the fair value of each reporting unit, which was estimated using an equal weighting of the income and market approaches. The discounted cash flow method (within the income approach) requires the use of Level 3 inputs, including (i) estimated future cash flows based on internally-developed forecasts of revenue, expenses and profit margins, (ii) estimated long-term growth rates, and (iii) determination of the Company's weighted average cost of capital that reflects the relative risk of the cash flows for each reporting unit. The guideline public company method (within the market approach) derives valuation multiples based on the market capitalization of similar publicly traded companies to apply to the forecasted financial metrics of each reporting unit. The market multiples used are revenue and earnings before interest, taxes, depreciation, and amortization (EBITDA). In addition, as the fair values determined under the guideline public company method represent a noncontrolling interest, a control premium was applied to arrive at the estimated fair value of each reporting unit on a controlling basis.

The annual test resulted in goodwill impairment losses for the nurse and allied solutions and physician and leadership solutions reporting units. Consideration was first given to Company's long-lived assets, and no impairment was recognized on such assets as the future undiscounted cash flows were in excess of the carrying amount of each asset group tested for impairment. The decline in the fair value of the nurse and allied solutions reporting unit below its carrying amount resulted from changes in estimated future cash flows due to a continued decline in demand (primarily in the travel nurse staffing business) and gross margin pressures driven by higher provider pay packages. As a result, an impairment loss of \$104,777 was recorded to goodwill of the nurse and allied solutions reporting unit. The decline in the fair value of the physician and leadership solutions reporting unit below

its carrying amount resulted from changes in estimated future cash flows due to gross margin pressures in the locum tenens staffing business driven by higher provider pay packages and a continued decline in demand for the healthcare interim leadership staffing, executive search, and physician permanent placement businesses. As a result, an impairment loss of \$81,946 was recorded to goodwill of the physician and leadership solutions reporting unit.

Recognition of the non-cash goodwill impairment losses resulted in income tax benefits which generated additional deferred tax assets of \$18,506 and \$17,228 that increased the carrying amount of the nurse and allied solutions and physician and leadership solutions reporting units, respectively. Incremental impairment losses of the same amounts were required to reduce the carrying amounts of the reporting units to their previously determined fair values. After recognition of these incremental charges, the goodwill impairment losses were \$222,457 in total.

Following the annual goodwill impairment test as of October 31, 2024, the Company did not identify any events or circumstances during the final two months of the year ended December 31, 2024 that indicated it may be more likely than not that the fair value of its reporting units were reduced below their respective carrying amounts.

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The following table summarizes the activity related to the carrying value of goodwill by reportable segment:

	Nurse and Allied Solutions	Physician and Leadership Solutions	Technology and Workforce Solutions	Total
Balance, January 1, 2022	\$ 339,015	\$ 152,800	\$ 400,526	\$ 892,341
Goodwill adjustment for Synzi and SnapMD acquisition	—	—	33	33
Goodwill from Connetics acquisition	42,990	—	—	42,990
Balance, December 31, 2022	382,005	152,800	400,559	935,364
Goodwill adjustment for Connetics acquisition	415	—	—	415
Goodwill from MSDR acquisition	—	175,770	—	175,770
Balance, December 31, 2023	\$ 382,420	\$ 328,570	\$ 400,559	\$ 1,111,549
Accumulated impairment loss as of December 31, 2022 and 2023	\$ 154,444	\$ 60,495	\$ —	\$ 214,939

	Nurse and Allied Solutions	Physician and Leadership Solutions	Technology and Workforce Solutions	Total
Balance, January 1, 2023	\$ 382,005	\$ 152,800	\$ 400,559	\$ 935,364
Goodwill adjustment for Connetics acquisition	415	—	—	415
Goodwill from MSDR acquisition	—	175,770	—	175,770
Balance, December 31, 2023	382,420	328,570	400,559	1,111,549
Goodwill adjustment for MSDR acquisition	—	8,364	—	8,364
Goodwill impairment losses	(123,283)	(99,174)	—	(222,457)
Balance, December 31, 2024	\$ 259,137	\$ 237,760	\$ 400,559	\$ 897,456
Accumulated impairment loss as of December 31, 2023	\$ 154,444	\$ 60,495	\$ —	\$ 214,939
Accumulated impairment loss as of December 31, 2024	\$ 277,727	\$ 159,669	\$ —	\$ 437,396

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#### **(5) Leases**

The Company leases certain office facilities, data centers, and equipment under various operating leases. The Company's short-term leases (with initial lease terms of 12 months or less) are primarily related to housing arrangements for healthcare professionals on assignment. Most Certain leases include one or more options to renew, with renewal terms that can extend the lease term up to 10 years. Additionally, certain leases also include options to terminate the leases within 2 years.

During 2021, the Company entered into an arrangement to terminate the lease agreement (as amended to date) for its office space in San Diego. The termination will occur in two phases: the first phase terminated the Company's right to use certain floors effective February 28, 2022 and the second phase reduced the remaining lease term to December 31, 2024 from its original termination date of July 31, 2027. As a result of the arrangement, which was accounted for as a modification, the Company paid a termination fee of \$17,000, remeasured the lease liability using its incremental borrowing rate as the discount rate, and recorded decreases to its operating lease liabilities and right-of-use assets of \$27,340 during 2021. Prior to the modification, the total remaining lease payments for this office lease were \$62,487. Under the modified lease terms, the total remaining lease payments (excluding the termination fee paid during the third quarter of 2021) were \$9,564 as of the modification date.

In the first quarter of 2022, the Company entered into a lease agreement for an office building located in Dallas, Texas, with future undiscounted lease payments of approximately \$29,514, excluding lease incentives. The lease commenced upon substantial completion of the construction of the office building in June 2023. The initial term of the lease is approximately eleven years with options to renew during the lease term. The Company recognized a right-of-use asset and operating lease liability of \$15,782 and \$22,713, respectively, at lease commencement, which reflects the utilization of a tenant improvement allowance of \$6,931 accounted for as a lease incentive.

The components of lease expense were as follows:

	Years Ended December 31,			Years Ended December 31,		Years Ended December 31,	
	2023	2022	2021	2024	2023	2022	2023
	Operating lease cost	Short-term lease cost	Variable and other lease cost	Net lease cost			
Operating lease cost							
Short-term lease cost							
Variable and other lease cost							
Net lease cost							

The maturities of lease liabilities as of December 31, 2023 December 31, 2024 were as follows:

		Operating Leases	
Year ending December 31, 2024	December 31, 2025	\$	10,584
Year ending December 31, 2025			8,150 8,715
Year ending December 31, 2026			6,437 7,580
Year ending December 31, 2027			6,494 7,672
Year ending December 31, 2028			6,665 7,866
Year ending December 31, 2029			5,861
Thereafter			16,765 12,486
Total lease payments			55,095 50,180
Less imputed interest			(9,499) (8,255)
Present value of lease liabilities		\$	45,596 41,925

The weighted average remaining lease term and discount rate as of December 31, 2023 December 31, 2024 and 2022 2023 were as follows:

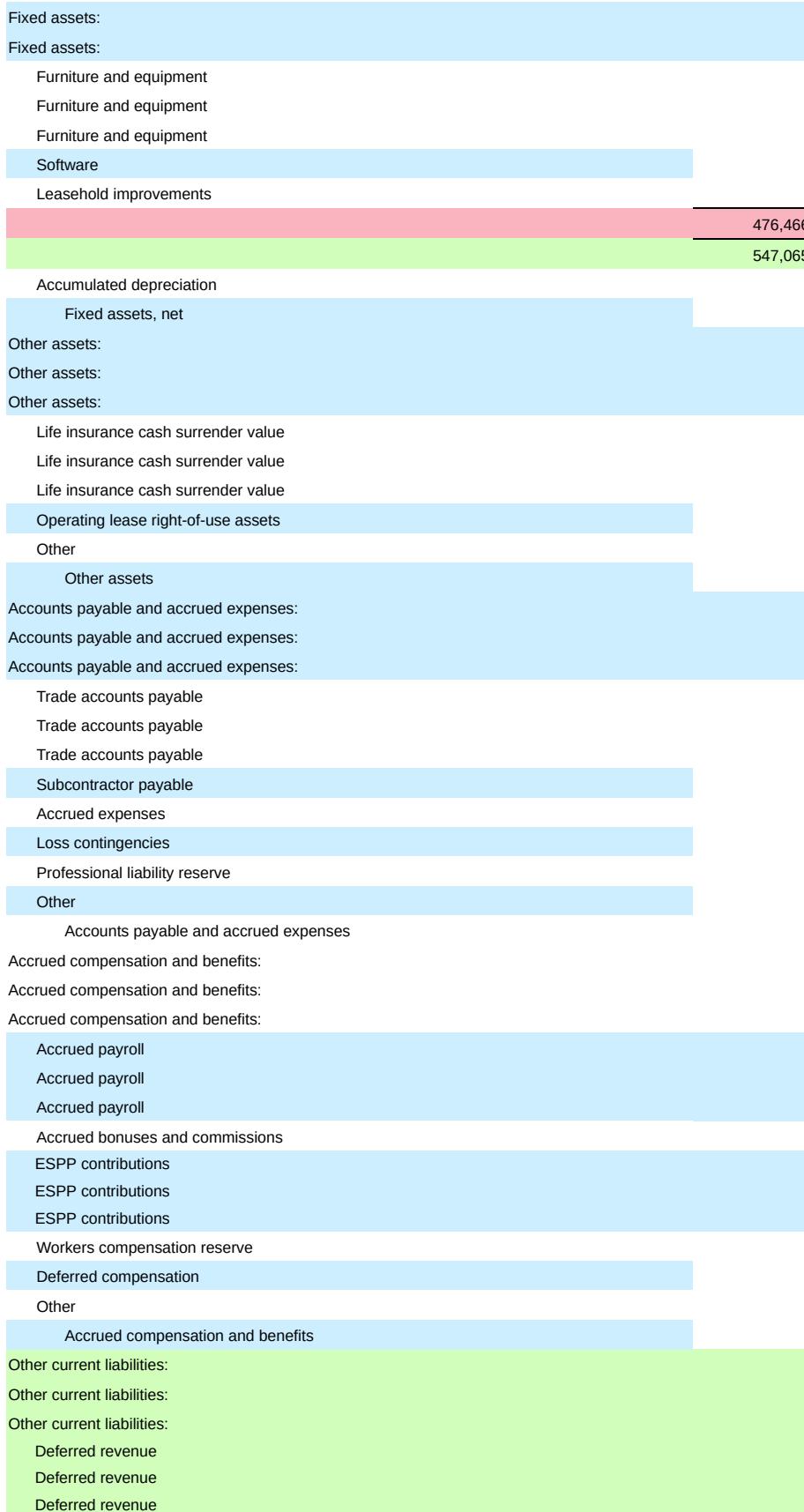
	December 31,			December 31,			December 31,
				2023	2022	2023	
	Weighted average remaining lease term	Weighted average remaining lease term	7 years	2 years	Weighted average remaining lease term	7 years	7 years
Weighted average discount rate	Weighted average discount rate	5.3 %	3.1 %	Weighted average discount rate	5.6 %	5.3 %	

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### **(6) Balance Sheet Details**

The consolidated balance sheets detail is as follows:

	December 31,		December 31,	
	2023	2022	2024	2023
<b>Other current assets:</b>				
Restricted cash and cash equivalents				
Restricted cash and cash equivalents				
Restricted cash and cash equivalents				
Income taxes receivable				
Other				
Other current assets				
<b>Fixed assets:</b>				



Client deposits	
Client deposits	
Client deposits	
Operating lease liabilities	
Other	
Other current liabilities	

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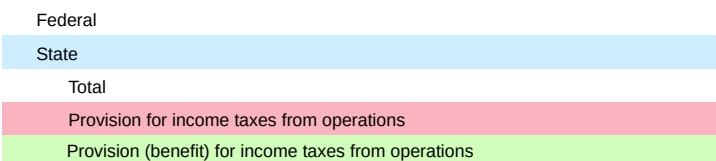
	December 31,		December 31,	
	2023	2022	2024	2023
<b>Other current liabilities:</b>				
Deferred revenue				
Deferred revenue				
Deferred revenue				
Acquisition related liabilities				
Acquisition related liabilities				
Acquisition related liabilities				
Client deposits				
Operating lease liabilities				
Other				
Other current liabilities				
<b>Other long-term liabilities:</b>				
<b>Other long-term liabilities:</b>				
Workers compensation reserve				
Workers compensation reserve				
Workers compensation reserve				
Professional liability reserve				
Operating lease liabilities				
Operating lease liabilities				
Operating lease liabilities				
Other				
Other long-term liabilities				

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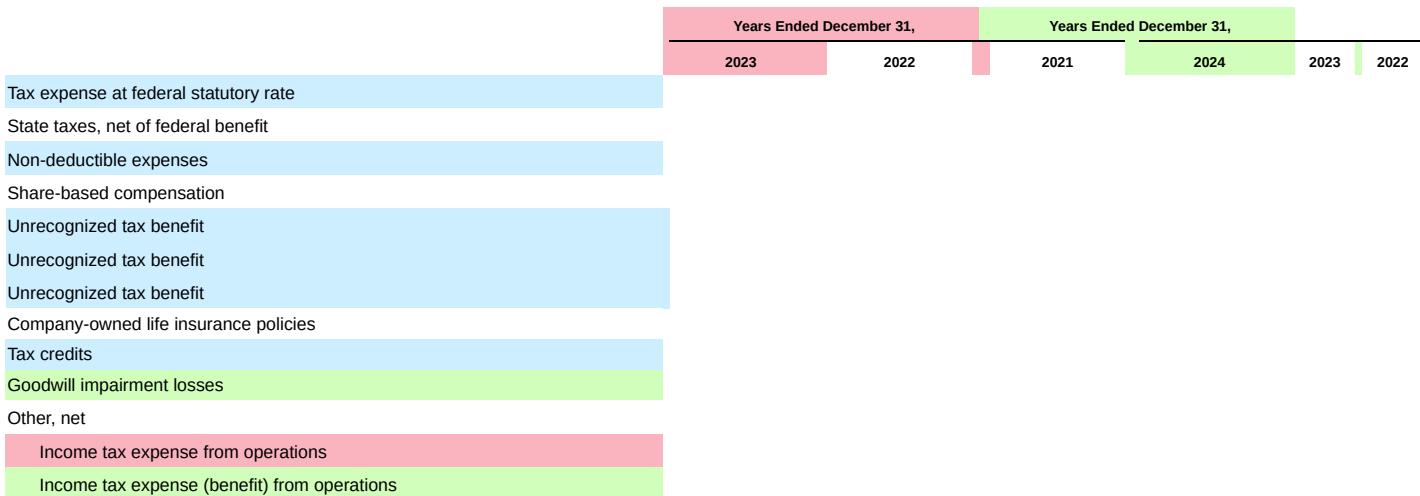
## (7) Income Taxes

The provision for income taxes from operations for the years ended **December 31, 2023** **December 31, 2024**, **2022** **2023** and **2021** **2022** consists of the following:

	Years Ended December 31,		Years Ended December 31,		2023	2022
	2023	2022	2021	2024		
<b>Current income taxes:</b>						
Federal						
Federal						
Federal						
State						
Total						
<b>Deferred income taxes:</b>						
Federal						
Federal						

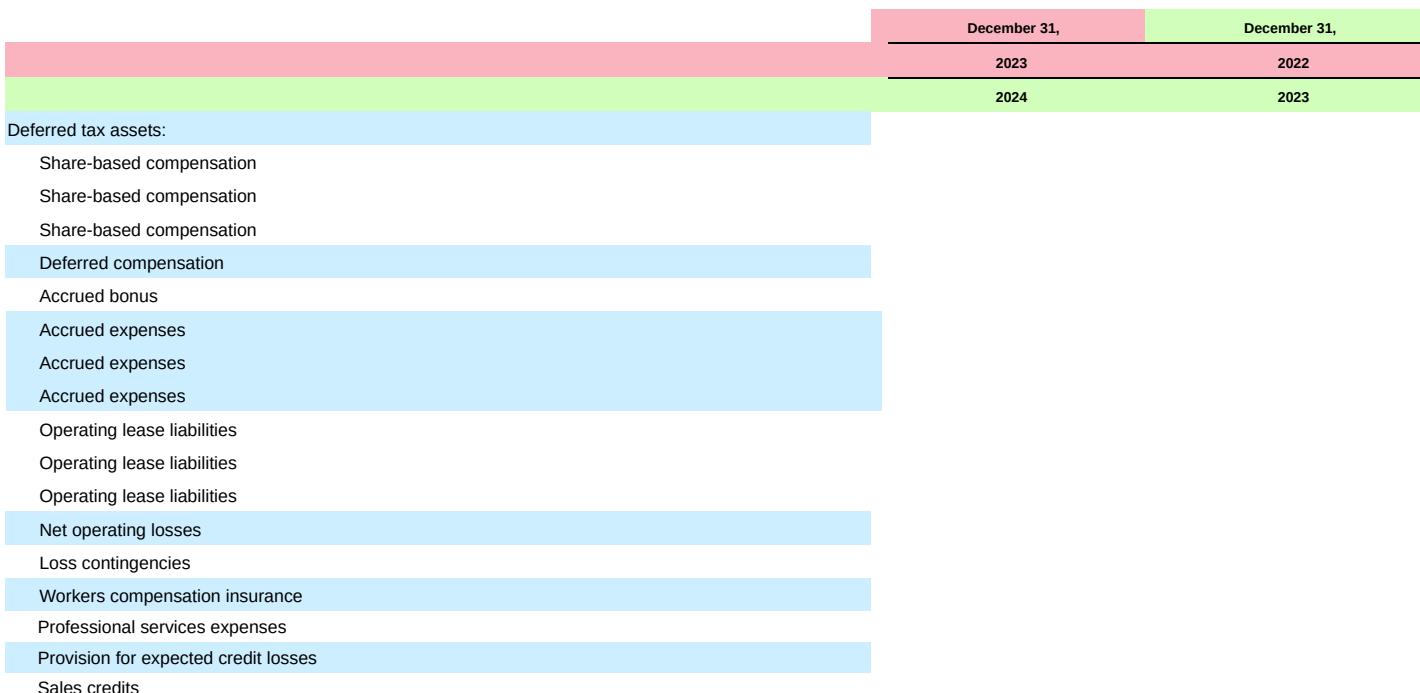


Certain reclassifications have been made to the prior years' presentation of income tax expense in the table below in order to conform to the current year presentation. There is no change to the prior years' income tax expense from operations. The Company's income tax expense differs from the amount that would have resulted from applying the federal statutory rate of 21% for 2024, 2023 2022 and 2021 2022 to pretax income (loss) from operations because of the effect of the following items during the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021: 2022:



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Certain reclassifications have been made to the prior year's presentation of deferred tax assets in the table below in order to conform to the current year presentation. There is no change to the prior year total deferred tax assets. The tax effects of temporary differences that give rise to significant portions of deferred tax assets and liabilities are presented below as of December 31, 2023 December 31, 2024 and 2022: 2023:



Other	
Total deferred tax assets	
<b>Deferred tax liabilities:</b>	
Intangible assets	
Intangible assets	
Intangible assets	
Fixed assets	
Operating lease right-of-use assets	
Other	
Total deferred tax liabilities	
<b>Net deferred tax liabilities</b>	
Net deferred tax liabilities	
Net deferred tax liabilities	
Net deferred tax liabilities	
<b>Net deferred tax asset (liability)</b>	
Net deferred tax asset (liability)	
Net deferred tax asset (liability)	

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. Management believes it is more likely than not that the Company will realize the benefits of its deferred tax assets.

The amount of federal net operating losses ("NOL") carryforward that is available for use in years subsequent to December 31, 2023 December 31, 2024 is \$22,310, \$18,700, which begins to expire by 2030. The amount of state NOL carryforward that is available for use in years subsequent to December 31, 2023 December 31, 2024 is \$1,616, \$27,000, which begins to expire by 2036.

A summary of the changes in the amount of unrecognized tax benefits (excluding interest and penalties) for 2024, 2023 2022 and 2021 2022 is as follows:

	2023	2022	2021
	2024	2023	2022
Beginning balance of unrecognized tax benefits			
Additions based on tax positions related to the current year			
Additions based on tax positions of prior years			
Reductions for tax positions of prior years			
Reductions due to lapse of applicable statute of limitation			
Reductions due to lapse of applicable statute of limitation			
Reductions due to lapse of applicable statute of limitation			
Ending balance of unrecognized tax benefits			
Ending balance of unrecognized tax benefits			
Ending balance of unrecognized tax benefits			

At December 31, 2023 December 31, 2024, if recognized, approximately \$9,138 \$10,467 net of \$1,495 \$1,848 of temporary differences would affect the effective tax rate (including interest and penalties).

The Company recognizes interest related to unrecognized tax benefits in income tax expense. The Company had approximately \$2,861, \$1,942 \$1,390 and \$564 \$1,390 of accrued interest related to unrecognized tax benefits at December 31, 2023 December 31, 2024, 2023 and 2022, respectively. The amount of interest expense recognized in 2024, 2023 and 2022 was \$920, \$552 and \$826, respectively.

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and 2021, respectively. The amount of interest expense recognized in 2023, 2022 and 2021 was \$552, \$826 and \$34, respectively.

The Company is subject to taxation in the U.S. and various states and foreign jurisdictions. With few exceptions, as of December 31, 2023 December 31, 2024, the Company is no longer subject to state, local or foreign examinations by tax authorities for tax years before 2011, and the Company is no longer subject to U.S. federal income or payroll tax examinations for tax years before 2020, 2021.

The Company believes its liability for unrecognized tax benefits and contingent tax issues is adequate with respect to all open years. Notwithstanding the foregoing, the Company could adjust its provision for income taxes and contingent tax liability based on future developments.

#### **CARES Act**

Pursuant to the business tax provisions in the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"), the Company deferred payment of the employer's share of payroll taxes of \$48,452. Approximately half of such taxes was paid during the fourth quarter of 2021 and the remaining balance was paid during the fourth quarter of 2022.

## **(8) Notes Payable and Credit Agreement**

### **(a) The Company's Credit Agreement and Revolving Credit Facility**

On February 10, 2023, the Company entered into the third amendment to its credit agreement (the "Third Amendment"). The Third Amendment (together with the credit agreement, the first amendment and the second amendment, collectively, the "Amended Credit Agreement") provides for, among other things, the following: (i) an extension of the maturity date of the Senior Credit Facility to February 10, 2028, (ii) an increase to the Senior Credit Facility from \$400,000 to \$750,000, and (iii) a transition from LIBOR to a Secured Overnight Financing Rate ("SOFR")-based interest rate. On November 5, 2024, the Company entered into the fourth amendment to its credit agreement which increased the consolidated net leverage ratio covenant for the year ending December 31, 2025. The obligations of the Company under the Amended Credit Agreement are secured by substantially all of the assets of the Company.

Borrowings under the Senior Credit Facility bear interest at floating rates, at the Company's option, based upon either SOFR plus a spread of 1.00% to 1.75% or a base rate plus a spread of 0.00% to 0.75%. The applicable spread is determined quarterly based upon the Company's consolidated net leverage ratio (as calculated per the Amended Credit Agreement). The Senior Credit Facility, which includes a \$125,000 sublimit for the issuance of letters of credit and a \$75,000 sublimit for swingline loans, is available for working capital, capital expenditures, permitted acquisitions and general corporate purposes.

### **(b) The Company's 4.625% Senior Notes Due 2027**

On August 13, 2020, the Company completed the issuance of an additional \$200,000 aggregate principal amount of 4.625% senior notes due 2027 (the "New 2027 Notes"), which were issued at a price of 101.000% of the aggregate principal amount. The New 2027 Notes were issued pursuant to the existing indenture, dated as of October 1, 2019, under which the Company previously issued \$300,000 aggregate principal amount of 4.625% senior notes due 2027 (the "Existing 2027 Notes" and together with the New 2027 Notes, the "2027 Notes"). The New 2027 Notes are being treated as a single series with the Existing 2027 Notes and have the same terms (other than issue price, issue date and the date from which interest accrues) as those of the Existing 2027 Notes. The 2027 Notes are unsecured obligations of the Company and the interest is fixed at 4.625% and payable semi-annually in arrears on April 1 and October 1 of each year, commencing October 1, 2020 with respect to the New 2027 Notes. The aggregate principal amount of the 2027 Notes matures on October 1, 2027.

### **(c) The Company's 4.000% Senior Notes Due 2029**

On October 20, 2020, the Company completed the issuance of \$350,000 aggregate principal amount of the 2029 Notes, which mature on April 15, 2029. The 2029 Notes are unsecured obligations of the Company and the interest is fixed at 4.000% and payable semi-annually in arrears on April 15 and October 15 of each year, commencing April 15, 2021.

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### **(d) Debt Balances**

Outstanding debt balances as of December 31, 2023 December 31, 2024 and 2022 2023 consisted of the following:

	As of December 31,		
	2023	2022	2024
Senior Credit Facility			
Senior Credit Facility			
Senior Credit Facility			
2027 Notes			
2027 Notes			
2027 Notes			
2029 Notes			
Total debt outstanding			
Less unamortized fees and premium			
Long-term portion of notes payable			
Long-term portion of notes payable			
Long-term portion of notes payable			

At December 31, 2023 December 31, 2024, with \$20,758 \$20,358 of outstanding letters of credit collateralized by the Senior Credit Facility, there was \$269,242 \$519,642 of available credit under the Senior Credit Facility. The interest rate for the outstanding borrowings under the Senior Credit Facility was 6.7% 6.0% on a SOFR basis as of December 31, 2023 December 31, 2024. The repayment of a portion of the outstanding borrowings under the Senior Credit Facility subsequent to December 31, 2024 is detailed in Note (1)(g), "Summary of Significant Accounting Policies—Restricted Cash, Cash Equivalents and Investments."

### **(e) Letters of Credit**

At December 31, 2023 December 31, 2024, the Company maintained outstanding standby letters of credit totaling \$21,312 \$20,912 as collateral in relation to its workers' compensation insurance agreements and a corporate office lease agreement. Of the \$21,312 \$20,912 outstanding letters of credit, the Company has collateralized \$554 in cash and cash equivalents and the remaining \$20,758 \$20,358 is collateralized by the Senior Credit Facility. Outstanding standby letters of credit at December 31, 2022 December 31, 2023 totaled \$21,962. \$21,312.

#### (9) Retirement Plans

The Company maintains the AMN Services 401(k) Retirement Savings Plan (the "AMN Plan"), which the Company believes complies with the IRC Section 401(k) provisions. The AMN Plan covers all employees that meet certain age and other eligibility requirements. A discretionary matching contribution is determined by the Company each year. Employer contribution expenses incurred under the AMN Plan were \$4,004, \$5,673 \$31,409 and \$13,157 \$31,409 for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021, 2022, respectively. Employer contribution expenses for the year ended December 31, 2022 include included one-time contributions and a temporary increase to the discretionary matching contribution for a portion of the year.

The Company has a deferred compensation plan for certain executives and employees (the "Plan"). The Plan is not intended to be tax qualified and is an unfunded plan. The Plan is composed of deferred compensation and all related income and losses attributable thereto. Discretionary matching contributions to the Plan are made that vest incrementally so that the employee is fully vested in the match following five years of employment with the Company. Under the Plan, participants can defer up to 80% of their base salary, 90% of their variable compensation and 100% of their vested RSUs or vested PRSUs. A discretionary matching contribution is determined by the Company each year. Employer contributions under the Plan were \$6,849, \$10,822 \$18,023 and \$8,951 \$18,023 for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021, 2022, respectively. Employer contribution expenses for the year ended December 31, 2022 include included one-time contributions and a temporary increase to the discretionary matching contribution for a portion of the year. In connection with the administration of the Plan, the Company has purchased company-owned life insurance policies insuring the lives of certain officers and employees. The cash surrender value of these policies was \$194,350 and \$162,780 at December 31, 2024 and \$117,139 at December 31, 2023 and 2022, 2023, respectively. The cash surrender value of these insurance policies is included in other assets in the consolidated balance sheets.

#### (10) Capital Stock

##### (a) Preferred Stock

The Company has 10,000 shares of preferred stock authorized for issuance in one or more series (including preferred stock designated as Series A Conditional Convertible Preferred Stock), at a par value of \$0.01 per share. At December 31, 2023 December 31, 2024 and 2022, 2023, no shares of preferred stock were outstanding.

##### (b) Treasury Stock

On November 1, 2016, the Company's board of directors approved a share repurchase program under which the Company may repurchase up to \$150,000 of its outstanding common stock. On November 10, 2021, February 17, 2022, June 15, 2022,

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and June 15, 2022 February 16, 2023, the Company announced increases to the share repurchase program totaling \$700,000. Additionally, on February 16, 2023, the Company announced an increase of \$500,000 \$1,200,000 for a total of \$1,350,000 of repurchase authorization, of which \$226,658

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remained on the repurchase program as of December 31, 2023 December 31, 2024. The amount and timing of the purchases will depend on a number of factors including the price of the Company's shares, trading volume, Company performance, Company liquidity, general economic and market conditions and other factors that the Company's management believes are relevant. The share repurchase program does not require the purchase of any minimum number of shares and may be suspended or discontinued at any time.

The Company intends to make all repurchases and to administer the plan in accordance with applicable laws and regulatory guidelines, including Rule 10b-18 of the Exchange Act, and in compliance with its debt instruments. Repurchases may be made from cash on hand, free cash flow generated from the Company's business or from the Company's Senior Credit Facility. Repurchases may be made from time to time through open market purchases or privately negotiated transactions. Repurchases may also be made pursuant to one or more plans established pursuant to Rule 10b5-1 under the Exchange Act that would permit shares to be repurchased when the Company might otherwise be precluded from doing so under the Company's securities trading policy.

On During the year ended December 31, 2024, the Company did not repurchase any shares of its common stock. The total number of shares repurchased, average price per share (excluding broker's fees), and total cost (excluding the effect of excise taxes) for the years ended December 31, 2023 and 2022 were as follows:

	Years Ended December 31,	
	2023	2022
Number of shares repurchased	4,383	5,644
Average price per share	\$ 96.90	\$ 102.16
Total cost of share repurchases	\$ 424,744	\$ 576,767

During the year ended December 31, 2023, the Company repurchased 2,362 shares of its common stock through the open market at an average price of \$95.13 per share (excluding broker's fees) for an aggregate purchase price of \$224,744 (excluding the effect of excise taxes). Additionally, on May 8, 2023, the Company entered into an accelerated share repurchase ("ASR") agreement with a counterparty whereupon the Company prepaid \$200,000 and received an initial delivery of 1,760 shares of its common stock, which

was 80% of the prepayment amount based on a price of \$90.89 per share. On August 10, 2023, the Company received a final delivery of approximately 261 additional shares of its common stock, representing the remaining 20% of the prepayment amount and the final settlement of the ASR agreement. The total number of shares received and average price per share of \$98.97 was based on the volume-weighted average price over the term of the ASR agreement, less an agreed upon discount. The Company recognized the shares delivered pursuant to the ASR as increases to treasury stock in the consolidated statements of stockholders' equity during the year ended December 31, 2023.

During The shares repurchased during the year ended December 31, 2023, the Company also repurchased 2,362 shares of its common stock December 31, 2022 were all through the open market at an average price of \$95.13 per share excluding broker's fees, resulting in an aggregate purchase price of \$224,744 excluding the effect of excise taxes.

The total number of shares repurchased, average price per share (excluding broker's fees), and total cost (excluding the effect of excise taxes) for the years ended December 31, 2023, 2022 and 2021 were as follows:

	Years Ended December 31,		
	2023	2022	2021
Number of shares repurchased	4,383	5,644	25
Average price per share	\$ 96.90	\$ 102.16	\$ 108.97
Total cost of share repurchases	\$ 424,744	\$ 576,767	\$ 2,688

market.

## (11) Share-Based Compensation

### (a) Equity Award Plans

#### Equity Plan

The Company established the AMN Healthcare Equity Plan (as amended or amended and restated from time to time, the "Equity Plan"), which has been approved by the Company's stockholders. Any shares to be issued under the Equity Plan will be issued by the Company from authorized but unissued common stock or shares of common stock reacquired by the Company. As of December 31, 2023 December 31, 2024 and 2022, 2023, 1,668 and 2,264 and 2,414 shares of common stock were reserved for future grants under the Equity Plan, respectively.

#### Employee Stock Purchase Plan

During 2023, the Company established the AMN Healthcare Services, Inc. Employee Stock Purchase Plan (the "ESPP") which authorizes the issuance of up to 1,000 shares of the Company's common stock. The ESPP provides eligible employees with the opportunity to purchase shares of the Company's common stock at a discount through payroll deductions during a six-month purchase period. Shares will be purchased at 85% of the fair market value of the Company's common stock on the offering date or the purchase date of the applicable purchase period, whichever is lower. Employee contributions were \$3,250 and \$950 for the years ended December 31, 2024 and 2023, respectively. There were 78 shares issued under the ESPP during the year ended December 31, 2024 and the number of shares remaining available for future issuance was 922 as of December 31, 2024. No purchases were made and no shares were issued under the ESPP during the year ended December 31, 2023, and all of the authorized shares remained available for future issuance.

#### Other Plans

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#### Other Plans

From time to time, the Company grants, and has granted, key employees inducement awards outside of the Equity Plan (collectively, "Other Plans"), which have recently consisted of RSUs. Although these awards are not made under the Equity Plan, the key terms and conditions of the grant are typically the same as equity awards made under the Equity Plan.

Additionally, the Company established the 2014 Employment Inducement Plan, which reserves for issuance 200 shares of common stock for prospective employees of the Company. As of December 31, 2023, 181 shares of common stock remained available for future grants under the 2014 Employment Inducement Plan.

### (b) Share-Based Compensation

#### Restricted Stock Units

RSUs and PRSUs (subject to performance conditions being achieved) granted under the Equity Plan generally entitle the holder to receive, at the end of a vesting period, a specified number of shares of the Company's common stock. The following table summarizes RSU and PRSU activity for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021 2022:

	Number of Shares	Number of Shares	Weighted Average Grant Date Fair Value per Share	Number of Shares	Weighted Average Grant Date Fair Value per Share
Unvested at January 1, 2020					
Granted—RSUs					
Granted—PRSUS (1)					

Vested
Canceled/forfeited
Unvested at December 31, 2021
Unvested at January 1, 2022
Granted—RSUs
Granted—PRSUs (1)
Vested
Canceled/forfeited
Unvested at December 31, 2022
Granted—RSUs
Granted—PRSUs (1)
Vested
Canceled/forfeited
Unvested at December 31, 2023
Granted—RSUs
Granted—PRSUs (1)
Vested
Canceled/forfeited
Unvested at December 31, 2024

(1) PRSUs granted included both the PRSUs granted during the year at the target amount and the additional shares of prior period granted PRSUs vested during the year in excess of the target shares.

As of December 31, 2023 December 31, 2024, there was \$26,499 \$32,003 unrecognized compensation cost related to unvested RSUs and PRSUs. The Company expects to recognize such cost over a period of 1.8 1.9 years. As of December 31, 2023 December 31, 2024 and 2022, 2023, the aggregate intrinsic value of the RSUs and PRSUs outstanding was \$44,979 \$21,834 and \$68,348 \$44,979, respectively.

#### Share-Based Compensation

Total share-based compensation expense for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021 2022 was as follows:

	Years Ended December 31,		Years Ended December 31,		2023	2022
	2023	2022	2021	2024		
Share-based employee compensation, before tax						
Related income tax benefits						
Share-based employee compensation, net of tax						

#### **(12) Commitments and Contingencies**

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From time to time, the Company is involved in various lawsuits, claims, investigations, and proceedings that arise in the ordinary course of business. These matters typically relate to professional liability, tax, compensation, contract, competitor

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disputes and employee-related matters and include individual, representative and class action lawsuits, as well as inquiries and investigations by governmental agencies regarding the Company's employment and compensation practices. Additionally, some of the Company's clients may also become subject to claims, governmental inquiries and investigations, and legal actions relating to services provided by the Company's healthcare professionals. Depending upon the particular facts and circumstances, the Company may also be subject to indemnification obligations under its contracts with such clients relating to these matters. The Company accrues for contingencies and records a liability when management believes an adverse outcome from a loss contingency is both probable and the amount, or a range, can be reasonably estimated. Significant judgment is required to determine both probability of loss and the estimated amount. The Company reviews its loss contingencies at least quarterly and adjusts its accruals and/or disclosures to reflect the impact of negotiations, settlements, rulings, advice of legal counsel, or other new information, as deemed necessary. The most significant matters for which the Company has established loss contingencies are class and representative actions related to wage and hour claims under California and Federal law. Specifically, among other claims in these lawsuits, it is alleged that certain expense reimbursements should be considered wages and included in the regular rate of pay for purposes of calculating overtime rates.

On May 26, 2016, former travel nurse Verna Maxwell Clarke filed a complaint against AMN Services, LLC, in California Superior Court in Los Angeles County. The Company removed the case to the United States District Court for the Central District of California (Case No. 2:16-cv-04132-DSF-KS) (the "Clarke Matter"). The complaint asserts that, due to

the Company's per diem adjustment practices, traveling nurses' per diem benefits should be included in their regular rate of pay for the purposes of calculating their overtime compensation. On June 26, 2018, the district court denied the plaintiffs' Motion for Summary Judgment in its entirety, and granted the Company's Motion for Summary Judgment with respect to the plaintiffs' per diem and overtime claims. The plaintiffs filed an appeal of the judgment relating to the per diem claims with the Ninth Circuit Court of Appeals (the "Ninth Circuit"). On February 8, 2021, the Ninth Circuit issued an opinion that reversed the district court's granting of the Company's Motion for Summary Judgment and remanded the matter to the district court instructing the district to enter partial summary judgment in favor of the plaintiffs. On August 26, 2021, the Company filed a Petition for Writ of Certiorari in the United States Supreme Court seeking review of the Ninth Circuit's decision, which was denied on December 13, 2021. The Company has reached an agreement to settle this matter in its entirety, which was preliminarily approved in the fourth quarter of 2023. The Company expects final approval in the second quarter of 2024. Accordingly, the Company has recorded an accrual for this matter amounting to \$62,000.

On May 2, 2019, former travel nurse Sara Woehrle filed a complaint against AMN Services, LLC, and Providence Health System – Southern California in California Superior Court in Los Angeles County. The Company removed the case to the United States District Court for the Central District of California (Case No. 2:19-cv-05282 DSF-KS). The complaint asserts that, due to the Company's per diem adjustment practices, traveling nurses' per diem benefits should be included in their regular rate of pay for the purposes of calculating their overtime compensation. The complaint also alleges that the putative class members were denied required meal periods, denied proper overtime compensation, were not compensated for all time worked, including reporting time and training time, and received non-compliant wage statements. The Company reached an agreement to settle this matter in its entirety and received court accordingly recorded an accrual amounting to \$62,000. Final approval of the settlement. Payment settlement was made granted in the second quarter of 2023.

The 2024, and the Company is currently unable to estimate disbursed the possible loss or range of loss beyond amounts already accrued. Loss contingencies accrued are included in accounts payable and accrued expenses and other long-term liabilities settlement amount in the consolidated balance sheets. third quarter of 2024.

## Item 9. Changes In and Disagreements With Accountants on Accounting and Financial Disclosure

None.

### Item 9A. Controls and Procedures

#### (1) Evaluation of Disclosure Controls and Procedures

We carried out an evaluation, under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, of the effectiveness of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act. Based on that evaluation, our Chief Executive Officer and our Chief Financial Officer and Chief Operating Officer have concluded that our disclosure controls and procedures as of December 31, 2023 December 31, 2024 were effective to ensure that information required to be disclosed by us in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms.

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#### (2) Management's Annual Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Rule 13a-15(f) of the Exchange Act. Under the supervision and with the participation of our management, including our Chief Executive Officer and our Chief Financial Officer and Chief Operating Officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework in *Internal Control—Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. Based on the framework set forth in *Internal Control—Integrated Framework (2013)*, management concluded that our internal control over financial reporting was effective as of December 31, 2023 December 31, 2024.

A registrant may omit an assessment of an acquired business's internal control over financial reporting from the registrant's assessment of its internal control; however, such an exclusion may not extend beyond one year from the date of the acquisition, nor may such assessment be omitted from more than one annual management report on internal control over financial reporting. We acquired MSI Systems Corp. and DrWanted.com LLC (together, "MSDR") (the "acquired entities") during 2023, and we excluded from the assessment of the effectiveness of our internal control over financial reporting as of December 31, 2023, the acquired entities' internal control over financial reporting associated with total assets of \$326.3 million (of which \$268.2 million represents goodwill and intangible assets included within the scope of the assessment) and total revenues representing less than one percent of consolidated revenue included in our consolidated financial statements as of and for the year ended December 31, 2023.

The effectiveness of our internal control over financial reporting as of December 31, 2023 December 31, 2024 has been audited by KPMG LLP, an independent registered public accounting firm, as stated in its report, which we include herein.

#### (3) Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the quarter ended December 31, 2023 December 31, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

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#### (4) Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors  
AMN Healthcare Services, Inc.:

##### *Opinion on Internal Control Over Financial Reporting*

We have audited AMN Healthcare Services, Inc. and subsidiaries' (the Company) internal control over financial reporting as of **December 31, 2023** **December 31, 2024**, based on criteria established in *Internal Control – Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of **December 31, 2023** **December 31, 2024**, based on criteria established in *Internal Control – Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of **December 31, 2023** **December 31, 2024** and **2022**, 2023, the related consolidated statements of comprehensive income (loss), stockholders' equity, and cash flows for each of the years in the three-year period ended **December 31, 2023** **December 31, 2024**, and the related notes (collectively, the consolidated financial statements), and our report dated **February 22, 2024** **February 20, 2025** expressed an unqualified opinion on those consolidated financial statements.

The Company acquired MSI Systems Corp. and DrWanted.com LLC (MSDR) during 2023, and management excluded from its assessment of the effectiveness of the Company's internal control over financial reporting as of December 31, 2023, MSI Systems Corp. and DrWanted.com LLC (MSDR)'s internal control over financial reporting associated with total assets of \$326.3 million (of which \$268.2 million represents goodwill and intangible assets included within the scope of the assessment) and total revenues representing less than one percent of consolidated revenue included in the consolidated financial statements of the Company as of and for the year ended December 31, 2023. Our audit of internal control over financial reporting of the Company also excluded an evaluation of the internal control over financial reporting of MSI Systems Corp. and DrWanted.com LLC (MSDR).

##### *Basis for Opinion*

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

##### *Definition and Limitations of Internal Control Over Financial Reporting*

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ KPMG LLP

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San Diego, California

February **22, 2024** **20, 2025**

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#### **Item 9B. Other Information**

During the three months ended **December 31, 2023** **December 31, 2024**, none of the Company's directors or officers adopted, modified or terminated a "Rule 10b5-1 trading arrangement" or a "non-Rule 10b5-1 trading arrangement" as such terms are defined under Item 408 of Regulation S-K.

#### **Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections**

Not applicable.

## PART III

### Item 10. Directors, Executive Officers and Corporate Governance

Information required by this item, other than the information below concerning our Code of Ethics for Senior Financial Officers and stockholder recommended nominations, is incorporated by reference to the Proxy Statement to be distributed in connection with our Annual Meeting of Stockholders currently scheduled to be held on April 19, 2024 May 2, 2025 (the 2024 2025 Annual Meeting Proxy Statement) under the headings "Corporate Governance—Election of Our Directors—AMN Healthcare Board of Directors," "Compensation Discussion and Analysis—Equity Ownership—Securities Trading Policy," "Compensation Discussion and Analysis—Equity Ownership—Policies and Practices Related to the Granting of Equity Awards," "Executive Compensation—Executive Compensation Disclosure," "Security Ownership and Other Matters—Delinquent Section 16(a) Reports," the table set forth in "Corporate Governance—Board and Committee Structure—Committees of the Board" identifying, among other things, members of our Board committees, and "Corporate Governance—Board and Committee Structure—Committees of the Board."

We have adopted a Code of Ethics for Senior Financial Officers that applies to our principal executive officer, principal financial officer, and principal accounting officer or any person performing similar functions, which we post on our website in the "Governance Documents" link located at [ir.amnhealthcare.com](http://ir.amnhealthcare.com). We intend to publish any amendment to, or waiver from, the Code of Ethics for Senior Financial Officers on our website. We will provide any person, without charge, a copy of such Code of Ethics upon written request, which may be mailed to 2999 Olympus Boulevard Suite 500, Dallas, Texas 75019, Attn: Corporate Secretary.

There have been no material changes to the procedures by which stockholders may recommend nominees to our Board since we last disclosed information related to such procedures.

### Item 11. Executive Compensation

Information required by this item is incorporated by reference to the 2024 2025 Annual Meeting Proxy Statement under the headings "Executive Compensation—Compensation Discussion and Analysis," "Compensation Discussion and Analysis—Equity Ownership—Policies and Practices Related to the Granting of Equity Awards," "Executive Compensation—Executive Compensation Disclosure," "Corporate Governance—Director Compensation and Ownership Guidelines," "Corporate Governance—Our Corporate Governance Program—Enterprise Risk Oversight," "Corporate Governance—Board and Committee Structure—Talent and Compensation Committee Interlocks and Insider Participation," and "Executive Compensation—Talent and Compensation Committee Report on Executive Compensation Report."

### Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

Information required by this item, other than the information below concerning our equity compensation plans, is incorporated by reference to the 2024 2025 Annual Meeting Proxy Statement under the headings "Security Ownership and Other Matters—Security Ownership of Certain Beneficial Owners and Management."

The following table sets forth information as of December 31, 2023 December 31, 2024 regarding compensation plans under which our equity securities are authorized for issuance.

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Plan Category	(a) Number of Securities to be Issued upon Exercise of Outstanding Options, Warrants and Rights <sup>(1)</sup>	(a) Number of Securities to be Issued upon Exercise of Outstanding Options, Warrants and Rights <sup>(1)</sup>	(b) Weighted-Average Exercise Price of Outstanding Options, Warrants, and Rights (\$) <sup>(2)</sup>	(c) Numbers of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column(a)) <sup>(3)</sup>	(a) Number of Securities to be Issued upon Exercise of Outstanding Options, Warrants and Rights <sup>(1)</sup>	(b) Weighted-Average Exercise Price of Outstanding Options, Warrants, and Rights (\$) <sup>(2)</sup>	(c) Numbers of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column(a)) <sup>(3)</sup>
Equity compensation plans approved by security holders							
(4)							
Equity compensation plans approved by security holders							
(4)							
Equity compensation plans approved by security holders							
(4)							
Equity compensation plans not approved by security holders							
(5)							
<b>Total</b>							

(1) Includes (i) unvested RSUs and PRSUs, PRSUs and (ii) vested RSUs and PRSUs deferred for future issuance. Excludes purchase rights under the AMN Healthcare Services, Inc. Employee Stock Purchase Plan (the "ESPP"). As of December 31, 2023 December 31, 2024, there were no stock options or SARs outstanding.

(2) The weighted-average exercise price set forth in this table excludes the effect of RSUs and PRSUs, which have no exercise price.

(3) Includes the following:

- (a) (i) Shares available under the AMN Healthcare Equity Plan (as amended or amended and restated from time to time, the "Equity Plan") and the 2014 Employment Inducement Plan. Each share tendered or held back upon settlement of an award to cover the tax withholding with respect to an award is made available to be re-awarded. For PRSUs, we consider the maximum number of shares that may be issued under the award to be outstanding upon grant. When the number of PRSUs that have been earned are determined, we true-up the actual number of shares that were awarded and return the unearned shares into shares available for issuance. This figure does not include awards that are forfeited, canceled or terminated after December 31, 2023 December 31, 2024.
- (b) (ii) Shares remaining available for future issuance under the AMN Healthcare Services, Inc. Employee Stock Purchase Plan (the "ESPP").

(4) Consists of the Equity Plan and the ESPP. See additional information in "Item 8. Financial Statements and Supplementary Data—Notes to Consolidated Financial Statements—[Note \(11\), Share-Based Compensation](#)."

(5) On occasion, we have made employee award inducement equity grants to key employees outside of the Equity Plan. Although these awards were made outside of the Equity Plan, the key terms and conditions of each grant are the same in all material respects as equity awards made under the Equity Plan. Additionally, in 2014, the Board adopted the Company's 2014 Employment Inducement Plan under which we may issue up to 200,000 shares of our common stock to prospective employees. See additional information in "Item 8. Financial Statements and Supplementary Data—Notes to Consolidated Financial Statements—[Note \(11\), Share-Based Compensation](#)."

### **Item 13. Certain Relationships and Related Transactions, and Director Independence**

Information required by this item is incorporated by reference to the 2024 2025 Annual Meeting Proxy Statement under the headings "Corporate Governance—Policies and Procedures Governing Conflicts of Interest and Related Party Transactions," "Corporate Governance—Director Nomination Process—Director Independence," and "Corporate Governance—Board and Committee Structure—Committees of the Board."

### **Item 14. Principal Accounting Fees and Services**

Information required by this item is incorporated by reference to the 2024 2025 Annual Meeting Proxy Statement under the heading "Audit Committee Matters—Ratification of the Selection Appointment of Our Independent Registered Public Accounting Firm."

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## **PART IV**

### **Item 15. Exhibits and Financial Statement Schedules**

(a) Documents filed as part of the report.

(1) Consolidated Financial Statements

Report of Independent Registered Public Accounting Firm  
 Consolidated Balance Sheets as of December 31, 2023 December 31, 2024 and 2022 2023  
 Consolidated Statements of Comprehensive Income (Loss) for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021 2022  
 Consolidated Statements of Stockholders' Equity for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021 2022  
 Consolidated Statements of Cash Flows for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021 2022  
 Notes to Consolidated Financial Statements

(2) Financial Statement Schedules

All schedules have been omitted because the required information is presented in the financial statements or notes thereto, the amounts involved are not significant or the schedules are not applicable.

(3) Exhibits

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**Exhibit  
Number**

**Description**

3.1 [Second Amended and Restated Certificate of Incorporation of AMN Healthcare Services, Inc. \(Incorporated by reference to Exhibit 3.1 of the Registrant's Annual Quarterly Report on Form 10-K 10-Q for the fiscal year quarter ended December 31, 2001 March 31, 2024, filed with the SEC on March 18, 2002 May 9, 2024\).](#)

3.2 [Eleventh Amended and Restated By-laws of AMN Healthcare Services, Inc. dated December 14, 2022 \(Incorporated by reference to Exhibit 3.1 of the Registrant's Current Report on Form 8-K dated December 14, 2022, filed with the SEC on December 16, 2022\).](#)

3.3 [Certificate of Designations of Series A Conditional Convertible Preferred Stock \(Incorporated by reference to Exhibit 3.1 of the Registrant's Current Report on Form 8-K dated August 29, 2010, filed with the SEC on September 1, 2010\).](#)

4.1 [Specimen Stock Certificate \(Incorporated by reference to Exhibit 4.1 of the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2001, filed with the SEC on March 18, 2002\).](#)

4.2 [Indenture, dated as of October 1, 2019, by and among AMN Healthcare, Inc., the guarantors party thereto, and U.S. Bank National Association \(Incorporated by reference to Exhibit 4.1 of the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2019, filed with the SEC on November 4, 2019\).](#)

4.3 [Indenture, dated as of October 20, 2020, by and among AMN Healthcare, Inc., the guarantors party thereto, and U.S. Bank National Association \(Incorporated by reference to Exhibit 4.1 of the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2020, filed with the SEC on November 6, 2020\).](#)

4.4 [Description of Securities \(Incorporated by reference to Exhibit 4.5 of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2022, filed with the SEC on February 22, 2023\).](#)

10.1 [Credit Agreement, dated as of February 9, 2018, by and among AMN Healthcare, Inc., as borrower, the guarantors party thereto, the lenders identified on the signature pages thereto, as lenders, and SunTrust Bank, as administrative agent \(Incorporated by reference to Exhibit 4.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2018, filed with the SEC on May 4, 2018\).](#)

10.2 [First Amendment to Credit Agreement, dated as of June 14, 2019, by and among AMN Healthcare, Inc., as borrower, the guarantors party thereto, the lenders identified on the signature pages thereto, as lenders, and SunTrust Bank, as administrative agent \(Incorporated by reference to Exhibit 4.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2019, filed with the SEC on August 7, 2019\).](#)

10.3 [Second Amendment to Credit Agreement, dated as of February 14, 2020, by and among AMN Healthcare, Inc., as borrower, the guarantors party thereto, the lenders identified on the signature pages thereto, as lenders, and SunTrust Bank, as administrative agent \(Incorporated by reference to Exhibit 4.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2020, filed with the SEC on May 11, 2020\).](#)

10.4 [Third Amendment to Credit Agreement, dated as of February 10th, 2023, by and among AMN Healthcare, Inc., as borrower, the guarantors party thereto, the lenders identified on the signature pages thereto, as lenders, and Truist Bank, as administrative agent \(Incorporated by reference to Exhibit 4.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2023, filed with the SEC on May 5, 2023\).](#)

10.5 [Fourth Amendment to Credit Agreement, dated as of November 5th, 2024, by and among AMN Healthcare, Inc., as borrower, the guarantors party thereto, the lenders identified on the signature pages thereto, as lenders, and Truist Bank, as administrative agent \(Incorporated by reference to Exhibit 4.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2024, filed with the SEC on November 7, 2024\).](#)

10.6 [Office Lease, dated as of April 2, 2002, between Kilroy Realty, L.P. and AMN Healthcare, Inc. \(Incorporated by reference to Exhibit 10.45 of the Registrant's Registration Statement on Form S-1 \(File No. 333-86952\), filed with the SEC on April 25, 2002\).](#)

10.6 10.7 [First Amendment to Office Lease, dated as of May 31, 2002, between Kilroy Realty, L.P. and AMN Healthcare, Inc. \(Incorporated by reference to Exhibit 10.5 of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2021, filed with the SEC on February 24, 2022\).](#)

10.7 10.8 [Second Amendment to Office Lease, dated as of June 30, 2006, between Kilroy Realty, L.P. and AMN Healthcare, Inc. \(Incorporated by reference to Exhibit 10.6 of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2021, filed with the SEC on February 24, 2022\).](#)

10.8 10.9 [Third Amendment to Office Lease, dated as of June 30, 2014, between Kilroy Realty, L.P. and AMN Healthcare, Inc. \(Incorporated by reference to Exhibit 10.1 of the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2014, filed with the SEC on August 1, 2014\).](#)

10.9 10.10 [Lease Termination Agreement, dated as of September 9, 2021, between Kilroy Realty, L.P. and AMN Healthcare, Inc. \(Incorporated by reference to Exhibit 10.1 of the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2021, filed with the SEC on November 5, 2021\).](#)

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**Exhibit  
Number**

**Description**

10.10 10.11 [Fourth Amendment to Office Lease, dated as of October 5, 2021, between Kilroy Realty, L.P. and AMN Healthcare, Inc. \(Incorporated by reference to Exhibit 10.9 of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2021, filed with the SEC on February 24, 2022\).](#)

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<u>Exhibit Number</u>	<u>Description</u>
10.11 10.12	<a href="#">AMN Healthcare 2017 Equity Plan (Management Contract or Compensatory Plan or Arrangement) effective as of April 19, 2017 (Incorporated by reference to Exhibit 10.1 of the Registrant's Current Report on Form 8-K dated April 19, 2017, filed with the SEC on April 25, 2017).</a>
10.12 10.13	<a href="#">Form of AMN Healthcare Equity Plan Restricted Stock Unit Agreement—Director (Management Contract or Compensatory Plan or Arrangement). (Incorporated by reference to Exhibit 10.1 of the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2022, filed with the SEC on November 4, 2022).</a>
10.13 10.14	<a href="#">Form of AMN Healthcare Equity Plan Restricted Stock Unit Agreement—Officer (Management Contract or Compensatory Plan or Arrangement). (Incorporated by reference to Exhibit 99.5 of the Registrant's Current Report on Form 8-K dated April 12, 2006, filed with the SEC on April 14, 2006).</a>
10.14 10.15	<a href="#">Form of AMN Healthcare Equity Plan Restricted Stock Unit Agreement—Officer (Management Contract or Compensatory Plan or Arrangement). (Incorporated by reference to Exhibit 10.1 of the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2010, filed with the SEC on May 7, 2010).</a>
10.15	<a href="#">Form of AMN Healthcare Equity Plan Performance Restricted Stock Unit Agreement—Officer (TSR) (Management Contract or Compensatory Plan or Arrangement). (Incorporated by reference to Exhibit 10.1 of the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2011, filed with the SEC on May 6, 2011).</a>
10.16	<a href="#">Form of AMN Healthcare Equity Plan Restricted Stock Unit Agreement—Director (One Year Vesting and Settlement) (Management Contract or Compensatory Plan or Arrangement). (Incorporated by reference to Exhibit 10.2 of the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2012, filed with the SEC on August 7, 2012).</a>
10.17	<a href="#">Form of AMN Healthcare Equity Plan Restricted Stock Unit Agreement—Officer (Management Contract or Compensatory Plan or Arrangement). (Incorporated by reference to Exhibit 10.2 of the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2014, filed with the SEC on May 2, 2014).</a>
10.18	<a href="#">Form of AMN Healthcare Equity Plan Restricted Stock Unit Agreement—Director (One Year Vesting with Deferral) (Management Contract or Compensatory Plan or Arrangement). (Incorporated by reference to Exhibit 10.4 of the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2014, filed with the SEC on May 2, 2014).</a>
10.19	<a href="#">Form of AMN Healthcare Equity Plan Restricted Stock Unit Agreement—Director (One Year Vesting with Deferral) (Management Contract or Compensatory Plan or Arrangement). (Incorporated by reference to Exhibit 10.4 of the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2018, filed with the SEC on May 4, 2018).</a>
10.20	<a href="#">Form of AMN Healthcare Equity Plan Restricted Stock Unit Agreement—Director (One Year Vesting and Settlement) (Management Contract or Compensatory Plan or Arrangement). (Incorporated by reference to Exhibit 10.5 of the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2018, filed with the SEC on May 4, 2018).</a>
10.21	<a href="#">Form of AMN Healthcare Equity Plan Performance Restricted Stock Unit Agreement - Executive (TSR) (Management Contract or Compensatory Plan or Arrangement). (Incorporated by reference to Exhibit 10.2 of the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2019, filed with the SEC on May 3, 2019).</a>
10.22	<a href="#">Form of AMN Healthcare Equity Plan Performance Restricted Stock Unit Agreement - Non-Executive (TSR) (Management Contract or Compensatory Plan or Arrangement). (Incorporated by reference to Exhibit 10.4 of the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2019, filed with the SEC on May 3, 2019).</a>
10.23	<a href="#">Form of AMN Healthcare 2017 Equity Plan Restricted Stock Unit Agreement - Non-Executive (Management Contract or Compensatory Plan or Arrangement). (Incorporated by reference to Exhibit 10.5 of the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2019, filed with the SEC on May 3, 2019).</a>
10.24	<a href="#">AMN Healthcare 2017 Senior Executive Incentive Bonus Plan (Management Contract or Compensatory Plan or Arrangement). (Incorporated by reference to Exhibit C of the Registrant's Definitive Proxy Statement on Schedule 14A, filed on March 9, 2017).</a>
10.25	<a href="#">AMN Healthcare 2022 Senior Executive Performance and Retention Bonus Plan (Management Contract or Compensatory Plan or Arrangement). (Incorporated by reference to Exhibit 10.5 of the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2022, filed with the SEC on May 6, 2022).</a>

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<u>Exhibit Number</u>	<u>Description</u>
10.26	<a href="#">The 2005 Amended and Restated Executive Nonqualified Excess Plan of AMN Healthcare, Inc., effective January 1, 2009 (Management Contract or Compensatory Plan or Arrangement). (Incorporated by reference to Exhibit 10.2 of the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2008, filed with the SEC on November 7, 2008).</a>

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<u>Exhibit Number</u>	<u>Description</u>
10.27	<a href="#">Form of Indemnification Agreement—Officer and Director (Incorporated by reference to Exhibit 10.14 of the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2009, filed with the SEC on March 5, 2010).</a>
10.28	<a href="#">Form of Indemnification Agreement—Officer.*</a>
10.29	<a href="#">Form of AMN 2017 Healthcare Equity Plan Restricted Stock Unit Agreement—Officer (Management Contract or Compensatory Plan or Arrangement) (Incorporated by reference to Exhibit 10.33 of the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2018, filed with the SEC on February 21, 2019).</a>
10.29	<a href="#">Form of AMN Healthcare Equity Plan Performance Restricted Stock Unit Agreement - Executive (Adjusted EBITDA Growth) (Management Contract or Compensatory Plan or Arrangement) (Incorporated by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2021, filed with the SEC on May 10, 2021).</a>
10.30	<a href="#">Form of AMN Healthcare Equity Plan Performance Restricted Stock Unit Agreement - Non-Executive (Adjusted EBITDA Growth) (Management Contract or Compensatory Plan or Arrangement) (Incorporated by reference to Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2021, filed with the SEC on May 10, 2021).</a>
10.31	<a href="#">Form of AMN Healthcare Equity Plan Performance Restricted Stock Unit Agreement - Executive (Adjusted EBITDA Growth) (Management Contract or Compensatory Plan or Arrangement) (Incorporated by reference to Exhibit 10.1 of the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2022, filed with the SEC on May 6, 2022).</a>
10.32	<a href="#">Form of AMN Healthcare Equity Plan Performance Restricted Stock Unit Agreement - Non-Executive (Adjusted EBITDA Growth) (Management Contract or Compensatory Plan or Arrangement) (Incorporated by reference to Exhibit 10.2 of the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2022, filed with the SEC on May 6, 2022).</a>
10.33	<a href="#">Amendment to Restricted Stock Unit Agreements, dated as of May 5, 2022, between AMN Healthcare Services, Inc. and Jeffrey Knudson (Management Contract or Compensatory Plan or Arrangement) (Incorporated by reference to Exhibit 10.4 of the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2022, filed with the SEC on May 6, 2022).</a>
10.34	<a href="#">Form of AMN 2017 Healthcare Equity Plan Restricted Stock Unit Agreement - Executive (Management Contract or Compensatory Plan or Arrangement) (Incorporated by reference to Exhibit 10.52 of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2022, filed with the SEC on February 22, 2023).</a>
10.35 10.34	<a href="#">Form of AMN Healthcare Equity Plan Performance Restricted Stock Unit Agreement - Executive (Adjusted EBITDA Performance) (Management Contract or Compensatory Plan or Arrangement) (Incorporated by reference to Exhibit 10.53 of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2022, filed with the SEC on February 22, 2023).</a>
10.36 10.35	<a href="#">Form of AMN Healthcare Equity Plan Performance Restricted Stock Unit Agreement - Executive (TSR) (Management Contract or Compensatory Plan or Arrangement) (Incorporated by reference to Exhibit 10.54 of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2022, filed with the SEC on February 22, 2023).</a>
10.37 10.36	<a href="#">Form of AMN 2017 Healthcare Equity Plan Restricted Stock Unit Agreement - Executive (Buy-Out) (Management Contract or Compensatory Plan or Arrangement) (Incorporated by reference to Exhibit 10.55 of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2022, filed with the SEC on February 22, 2023).</a>
10.38 10.37	<a href="#">Form of Amended and Restated Severance Agreement, effective as of May 8, 2020 (Management Contract or Compensatory Plan or Arrangement) (Incorporated by reference to Exhibit 10.4 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2020, filed with the SEC on May 11, 2020).</a>
10.39 10.38	<a href="#">Severance Agreement, effective as of November 28, 2022, between AMN Healthcare, Inc. and Cary Grace (Management Contract or Compensatory Plan or Arrangement) (Incorporated by reference to Exhibit 10.2 of the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2022, filed with the SEC on November 4, 2022).</a>
10.40 10.39	<a href="#">Form of AMN 2017 Healthcare Equity Plan Restricted Stock Unit Agreement - Executive (Management Contract or Compensatory Plan or Arrangement)* (Incorporated by reference to Exhibit 10.40 of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2023, filed with the SEC on February 22, 2024).</a>
10.40	<a href="#">Form of AMN 2017 Healthcare Equity Plan Restricted Stock Unit Agreement - CEO (Management Contract or Compensatory Plan or Arrangement) (Incorporated by reference to Exhibit 10.41 of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2023, filed with the SEC on February 22, 2024).</a>
10.41	<a href="#">Form of AMN 2017 Healthcare Equity Plan Restricted Stock Unit Agreement - Non-Executive (Management Contract or Compensatory Plan or Arrangement) (Incorporated by reference to Exhibit 10.42 of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2023, filed with the SEC on February 22, 2024).</a>
10.42	<a href="#">Form of AMN Healthcare Equity Plan Performance Restricted Stock Unit Agreement - Executive (Adjusted EBITDA Performance) (Management Contract or Compensatory Plan or Arrangement) (Incorporated by reference to Exhibit 10.43 of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2023, filed with the SEC on February 22, 2024).</a>

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<u>Exhibit Number</u>	<u>Description</u>
10.41	<a href="#">Form of AMN 2017 Healthcare Equity Plan Restricted Stock Unit Agreement - CEO (Management Contract or Compensatory Plan or Arrangement).*</a>
10.42	<a href="#">Form of AMN 2017 Healthcare Equity Plan Restricted Stock Unit Agreement - Non-Executive (Management Contract or Compensatory Plan or Arrangement).*</a>
10.43	<a href="#">Form of AMN Healthcare Equity Plan Performance Restricted Stock Unit Agreement - Executive (Adjusted EBITDA Performance) (Management Contract or Compensatory Plan or Arrangement).*</a>
10.44	<a href="#">Form of AMN Healthcare Equity Plan Performance Restricted Stock Unit Agreement - CEO (Adjusted EBITDA Performance) (Management Contract or Compensatory Plan or Arrangement).*</a> (Incorporated by reference to Exhibit 10.44 of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2023, filed with the SEC on February 22, 2024).
10.45 10.44	<a href="#">Form of AMN Healthcare Equity Plan Performance Restricted Stock Unit Agreement - Non-Executive (Adjusted EBITDA Performance) (Management Contract or Compensatory Plan or Arrangement).*</a> (Incorporated by reference to Exhibit 10.45 of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2023, filed with the SEC on February 22, 2024).
10.46 10.45	<a href="#">Form of AMN Healthcare Equity Plan Performance Restricted Stock Unit Agreement - Executive (TSR) (Management Contract or Compensatory Plan or Arrangement).*</a> (Incorporated by reference to Exhibit 10.46 of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2023, filed with the SEC on February 22, 2024).
10.47 10.46	<a href="#">Form of AMN Healthcare Equity Plan Performance Restricted Stock Unit Agreement - CEO (TSR) (Management Contract or Compensatory Plan or Arrangement).*</a> (Incorporated by reference to Exhibit 10.47 of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2023, filed with the SEC on February 22, 2024).
10.48 10.47	<a href="#">Form of AMN Healthcare Equity Plan Performance Restricted Stock Unit Agreement - Non-Executive (TSR) (Management Contract or Compensatory Plan or Arrangement).*</a> (Incorporated by reference to Exhibit 10.48 of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2023, filed with the SEC on February 22, 2024).
10.48	<a href="#">Form of AMN 2017 Healthcare Equity Plan Restricted Stock Unit Agreement - Executive (Management Contract or Compensatory Plan or Arrangement).</a> (Incorporated by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2024, filed with the SEC on November 7, 2024).
10.49	<a href="#">Form of AMN Healthcare Equity Plan Performance Restricted Stock Unit Agreement - Executive (TSR) (Management Contract or Compensatory Plan or Arrangement).</a> (Incorporated by reference to Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2024, filed with the SEC on November 7, 2024).
19.1	<a href="#">AMN Healthcare Services, Inc. Securities Trading Policy.*</a>
21.1	<a href="#">Subsidiaries of the Registrant.*</a>
23.1	<a href="#">Consent of Independent Registered Public Accounting Firm.*</a>
31.1	<a href="#">Certification by Caroline S. Grace pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934.*</a>
31.2	<a href="#">Certification by Jeffrey R. Knudson Brian M. Scott pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934.*</a>
32.1	<a href="#">Certification by Caroline S. Grace pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.*</a>
32.2	<a href="#">Certification by Jeffrey R. Knudson Brian M. Scott pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.*</a>
97.1	<a href="#">AMN Healthcare Services, Inc. Compensation Recoupment Policy, Policy.*</a>
101.INS	XBRL Instance Document.*
101.SCH	XBRL Taxonomy Extension Schema Document.*
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.*
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.*
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.*
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.*

\* Filed herewith.

## Item 16. Form 10-K Summary

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None.

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## SIGNATURES

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

AMN HEALTHCARE SERVICES, INC.

/s/ CAROLINE S. GRACE

Caroline S. Grace  
President and Chief Executive Officer

Date: **February 22, 2024** **February 20, 2025**

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities indicated and on **February 22, 2024** **February 20, 2025**.

/s/ CAROLINE S. GRACE

Caroline S. Grace

Director, President and Chief Executive Officer  
(Principal Executive Officer)

/s/ JEFFREY RIAN R. K. M. SNUDSON COTT

Jeffrey R. Knudson

Brian M. Scott  
Chief Financial Officer  
and Chief Operating Officer  
(Principal Financial and Accounting Officer)

/s/ D. MOUGLASS ARK D. W. G. F. HEAT OLETTA

Douglas D. Wheat

Mark G. Foletta  
Director and Chairman of the Board

/s/ JORGE A. CABALLERO

Jorge A. Caballero  
Director

/s/ TERI G. FONTENOT

Teri G. Fontenot  
Director

/s/ R. JEFFREY HARRIS

R. Jeffrey Harris  
Director

/s/ JAMES H. HINTON

James H. Hinton  
Director

/s/ DAPHNE E. JONES

Daphne E. Jones  
Director

/s/ MARTHA H. MARSH

Martha H. Marsh  
Director

/s/ SYLVIA TRENT-ADAMS

Sylvia Trent-Adams  
Director

AMN HEALTHCARE

EQUITY PLAN

RESTRICTED STOCK UNIT INDEMNIFICATION AGREEMENT

THIS RESTRICTED STOCK UNIT AGREEMENT (the "Agreement") is made this \_\_\_\_\_ as of \_\_\_\_\_, by and between AMN HEALTHCARE SERVICES, INC., a Delaware corporation (the "Company"), and the individual named on the signature line below under the heading "INDEMNITEE" ("Indemnitee").

**Preliminary Statements**

WHEREAS, the Company desires to attract and retain the services of highly qualified individuals, such as Indemnitee, to serve the Company and its related entities;

WHEREAS, in order to induce Indemnitee to provide or continue to provide services to the Company, the Company wishes to provide for the indemnification of, and advancement of expenses to, Indemnitee to the fullest extent permitted by law; and

WHEREAS, the Company and Indemnitee further recognize the substantial increase in corporate litigation in general, subjecting directors, officers, employees, agents and fiduciaries to expensive litigation risks at the same time as the availability and scope of coverage of liability insurance provide increasing challenges for the Company.

NOW, THEREFORE, in consideration of the promises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

**1. Definitions.** As used in this Agreement:

**"Beneficial Owner"** shall have the meaning given to such term in Rule 13d-3 under the Exchange Act; provided, however, that Beneficial Owner shall exclude any Person otherwise becoming a Beneficial Owner by reason of the stockholders of the Company approving a merger of the Company with another entity.

**"Board"** shall mean the Company's Board of Directors.

**"Change in Control"** shall mean, and shall be deemed to have occurred if, on or after the date of this Agreement, (i) any Person becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing more than 30 percent of the total voting power represented by the Company's then outstanding Voting Securities, (ii) during any period of two consecutive years, individuals who at the beginning of such period constitute the Board of Directors of the Company and any new director whose election by the Board of Directors or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof, (iii) the stockholders of the Company approve a merger or consolidation of the Company with any other corporation or other entity other than a merger or consolidation which would result in the Voting Securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into Voting Securities of the surviving entity) at least a majority of the total voting power represented by the Voting Securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, or (iv) the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of (in one transaction or a series of related transactions) all or substantially all of the Company's assets.

**"Company"** shall include, in addition to the resulting corporation or other entity, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents, so that if Indemnitee is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, Indemnitee shall stand in the same position under the provisions of this Agreement with respect to the resulting or surviving corporation or other entity as Indemnitee would have with respect to such constituent corporation if its separate existence had continued.

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**"Corporate Status"** describes the status of a person who is or was a director, officer, employee or agent of the Company or of any other corporation, partnership or joint venture, trust or other enterprise which such person is or was serving at the request of the Company.

**"DGCL"** shall mean the General Corporation Law of the State of Delaware, as amended from time to time.

**"Disinterested Director"** shall mean a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

**"Enterprise"** shall mean the Company and any other corporation, partnership, joint venture, trust or other enterprise of which Indemnitee is or was serving at the request of the Company as a director, officer, employee, agent or fiduciary.

**"Exchange Act"** shall mean the Securities Exchange Act of 1934, as amended.

**"Expenses"** shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements, costs, expenses and obligations paid or incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, settling or negotiating for the settlement of, or otherwise participating in, a Proceeding. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent. In addition, Expenses shall include any federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

**"Independent Counsel"** shall mean a law firm, or a member of a law firm, that is of outstanding reputation, experienced in matters of corporation law and neither is as of the date of selection of such firm, nor has been during the period of three years immediately preceding the date of selection of such firm, retained to represent: (i) the Company or Indemnitee in any material matter (other than with respect to matters concerning the Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees and expenses of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto. For purposes of this definition, a "material matter" shall mean any matter for which billings exceeded or are expected to exceed \$100,000.

**"Person"** shall mean (a) any individual or entity or (b) any two or more persons acting as a partnership, limited partnership, syndicate or other group for the purpose of acquiring, holding or disposing of securities of the Company; provided, however, that Person shall exclude (i) the Company, (ii) any trustee or other fiduciary holding securities under an employee benefit plan of the Company, (iii) any corporation or other entity owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company, and (iv) any underwriter temporarily holding securities pursuant to an offering of such securities.

**"Proceeding"** shall include any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, including any and all appeals, whether brought in the right of the Company or otherwise and whether of a civil, criminal, administrative or investigative nature, whether formal or informal, in which Indemnitee was, or will be involved as a party or otherwise by reason of the fact that Indemnitee is or was a director or officer of the Company, by reason of any action taken by or omission by Indemnitee, or of any action or omission on Indemnitee's part while acting as director or officer of the Company, or by reason of the fact that Indemnitee is or was serving at the request of the Company as a director, officer, employee or agent of another corporation,

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partnership, joint venture, trust or other enterprise, in each case whether or not serving in such capacity at the time any liability or expense is incurred for which indemnification, reimbursement, or advancement of expenses can be provided under this Agreement or Section 145 of the DGCL; except one initiated by Indemnitee to enforce Indemnitee's rights under this Agreement or Section 145 of the DGCL.

**"Voting Securities"** shall mean any securities of the Company (or a surviving entity as described in the definition of a "Change in Control") that vote generally in the election of directors (or similar body).

References to **"fines"** shall include any excise tax assessed with respect to any employee benefit plan; references to **"other enterprise"** shall include employee benefit plans; references to **"serving at the request of the Company."** shall include any service as a director, officer, employee or agent of the Company which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner **"not opposed to the best interests of the Company."** as referred to in this Agreement.

The phrase **"to the fullest extent not prohibited by (and not merely to the extent affirmatively permitted by) applicable law"** shall include, but not be limited to: (i) to the fullest extent authorized or permitted by the provision of the DGCL that authorizes or contemplates additional indemnification by agreement, or the corresponding provision of any amendment to or replacement of the DGCL, and (ii) to the fullest extent authorized or permitted by any amendments to or replacements of the DGCL adopted after the date of this Agreement that increase the extent to which a corporation may indemnify its officers and directors.

**2. Indemnity in Third-Party Proceedings.** Subject to Section 7, the Company shall indemnify Indemnitee in accordance with the provisions of this Section 2 if Indemnitee is, was or is threatened to be made, a party to or a participant in (as a witness or otherwise) any Proceeding, other than a Proceeding by or in the right of the Company to procure a judgment in its favor. Subject to Section 7, to the fullest extent not prohibited by (and not merely to the extent affirmatively permitted by) applicable law, the Company shall indemnify Indemnitee against all Expenses, judgments, fines and, subject to Section 10(c), amounts paid in settlement actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company and, in the case of a criminal Proceeding, had no reasonable cause to believe that such conduct was unlawful.

**3. Indemnity in Proceedings by or in the Right of the Company.** Subject to Section 7, the Company shall indemnify Indemnitee in accordance with the provisions of this Section 3 if Indemnitee is, was or is threatened to be made, a party to or a participant in (as a witness or otherwise) any Proceeding by or in the right of the Company to procure a judgment in its favor. Subject to Section 7, to the fullest extent not prohibited by (and not merely to the extent affirmatively permitted by) applicable law, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company. No indemnification for Expenses shall be made under this Section 3 in respect of any claim, issue or matter as to which Indemnitee shall have been finally adjudged by a court of competent jurisdiction to be liable to the Company, except to the extent that the Delaware Court of Chancery or any court in which the Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification.

**4. Indemnification for Expenses of a Party Who is Wholly or Partly Successful.** Notwithstanding any other provisions of this Agreement, to the extent that Indemnitee is successful, on the merits or otherwise, in any Proceeding or in defense of any claim, issue or matter therein, in whole or in part, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee in connection therewith. If Indemnitee is not wholly successful in such Proceeding, the Company also shall indemnify Indemnitee against all Expenses reasonably incurred in connection with a claim, issue or matter related to any claim, issue, or matter on which the Indemnitee was successful. For purposes of this Section and without limitation, the termination of any

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claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, or by settlement, shall be deemed to be a successful result as to such claim, issue or matter.

**5. Indemnification For Expenses of a Witness.** Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of Indemnitee's Corporate Status, a witness in any Proceeding to which Indemnitee is not a party, Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith.

**6. Additional Indemnification.**

(a) Notwithstanding any limitation in Sections 2, 3 or 4, but subject to Section 7, the Company shall indemnify Indemnitee to the fullest extent not prohibited by (and not merely to the extent affirmatively permitted by) law if Indemnitee is a party to or threatened to be made a party to any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor) against all Expenses, judgments, fines and, subject to Section 10(c), amounts paid in settlement actually and reasonably incurred by Indemnitee in connection with the Proceeding. No indemnity shall be made under this Section 6(a) on account of Indemnitee's conduct which is an act or omission not in good faith or which involves intentional misconduct or a knowing violation of the law.

(b) Notwithstanding any limitation in Sections 2, 3, 4 or 6(a), but subject to Section 7, the Company shall indemnify Indemnitee to the fullest extent not prohibited by (and not merely to the extent affirmatively permitted by) law if Indemnitee is a party to or threatened to be made a party to any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor) against all Expenses, judgments, fines and, subject to Section 10(c), amounts paid in settlement actually and reasonably incurred by Indemnitee in connection with the Proceeding.

**7. Exclusions.** Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity or advancement of Expenses in connection with any claim made against Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision;

(b) for an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Exchange Act, or similar provisions of state statutory law or common law;

(c) in connection with any Proceeding (or any part of any Proceeding) initiated or brought voluntarily by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, other than a Proceeding initiated by Indemnitee to enforce Indemnitee's rights under this Agreement, unless (i) the Board authorized the Proceeding or (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law; or

(d) for the payment of amounts required to be reimbursed to the Company pursuant to the Company's Compensation Recoupment Policy or Section 304 of the Sarbanes-Oxley Act of 2002, as amended, or any similar successor statute.

The exclusion in Section 7(c) shall not apply to counterclaims or affirmative defenses asserted by Indemnitee in an action brought against Indemnitee.

**8. Advances of Expenses.** Subject to Section 7, the Company shall, unless prohibited by applicable law, advance the Expenses incurred by Indemnitee in connection with any Proceeding within ten business days after the receipt by the Company of a statement or statements requesting such advances. At the Company's request, Indemnitee shall provide an itemization of legal fees and disbursements in reasonable detail, from time to time, whether prior to or after final disposition of any Proceeding. Advances shall be unsecured and interest free. If

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required by applicable law, then Indemnitee shall qualify for advances solely upon the execution and delivery to the Company of an undertaking providing that the Indemnitee undertakes to repay the advance to the extent that it is ultimately determined that Indemnitee is not entitled to be indemnified by the Company.

**9. Selection of Law Firm.** If the Company shall be obligated under Section 8 hereof to pay the Expenses of any Proceeding against Indemnitee, then the Company shall be entitled to assume the defense of such Proceeding upon the delivery to Indemnitee of written notice of its election to do so. If the Company elects to assume the defense of such Proceeding, then unless the plaintiff or plaintiffs in such Proceeding include one or more Persons holding, together with his, her or its affiliates, in the aggregate, a majority of the combined voting power of the Company's then outstanding securities, the Company shall assume such defense using a single law firm selected by the Company representing Indemnitee and other present and former directors or officers of the Company. The retention of such law firm by the Company shall be subject to prior written approval by Indemnitee, which approval shall not be unreasonably withheld, delayed or conditioned. If the Company elects to assume the defense of such Proceeding and the plaintiff or plaintiffs in such Proceeding include one or more Persons holding, together with his, her or its affiliates, in the aggregate, a majority of the combined voting power of the Company's then outstanding securities, then the Company shall assume such defense using a single law firm selected by Indemnitee and any other present or former directors or officers of the Company who are parties to such Proceeding. After (x) in the case of retention of any such law firm selected by the Company, delivery of the required notice to Indemnitee, approval of such law firm by Indemnitee and the retention of such law firm by the Company, or (y) in the case of retention of any such law firm selected by Indemnitee, the completion of such retention, the Company will not be liable to Indemnitee under this Agreement for any fees or expenses of any other law firm incurred by Indemnitee after the date that such first law firm is retained by the Company with respect to the same Proceeding, provided that in the case of retention of any such law firm selected by the Company (i) Indemnitee shall have the right to retain a separate law firm in any such Proceeding at Indemnitee's sole expense; and (ii) if (A) the retention of a law firm by Indemnitee has been previously authorized by the Company, (B) Indemnitee shall have reasonably concluded that a conflict of interest has arisen or is likely to arise between either (1) the Company and Indemnitee or (2) Indemnitee and another present or former director or officer of the Company also represented by such law firm in the conduct of any such defense, or (C) the Company shall not, in fact, have retained a law firm to prosecute the defense of such Proceeding within 30 days, then the reasonable fees and expenses of a single law firm retained by Indemnitee shall be at the expense of the Company.

**10. Procedure for Notification and Defense of Claim; Settlement.**

(a) Indemnitee shall, as a condition precedent to Indemnitee's right to be indemnified under this Agreement, give the Company notice in writing promptly of any claim made against Indemnitee for which indemnification will or could be sought under this Agreement; provided, however, that a delay in giving such notice shall not deprive Indemnitee of any right to be indemnified under this Agreement unless, and then only to the extent that, such delay is materially prejudicial to the defense of such claim. The omission to notify the Company will not relieve the Company from any liability for indemnification which it may have to Indemnitee otherwise than under this Agreement. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that Indemnitee has requested indemnification.

(b) The Company will be entitled to participate in the Proceeding at its own expense.

(c) The Company shall have no obligation to indemnify Indemnitee under this Agreement for any amounts paid in settlement of any claim effected without the Company's prior written consent, provided the Company has not breached any of its obligations hereunder. The Company shall not settle any claim, including, without limitation, any claim which would impose any fine or any obligation on Indemnitee, without Indemnitee's prior written consent. Neither the Company nor Indemnitee shall unreasonably withhold, delay or condition their consent to any proposed settlement.

#### **11. Procedure Upon Application for Indemnification.**

(a) Upon written request by Indemnitee for indemnification pursuant to the first sentence of Section 10(a), a determination, if required by applicable law, with respect to Indemnitee's entitlement thereto shall

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be made in the specific case as soon as reasonably practicable: (i) if a Change in Control shall have occurred, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee; or (ii) if a Change in Control shall not have occurred, (A) by a majority vote of the Disinterested Directors (provided there is a minimum of three Disinterested Directors), even though less than a quorum of the Board, (B) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors (provided there is a minimum of three Disinterested Directors), even though less than a quorum of the Board, or (C) if there are less than three Disinterested Directors or, if such Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee, and, if it is so determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within ten business days after such determination. Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination, provided, that nothing contained in this Agreement shall require Indemnitee to waive any privilege Indemnitee may have. Any costs or expenses (including reasonable attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(b) If the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 11(a) hereof, the Independent Counsel shall be selected as provided in this Section 11(b). If a Change in Control shall not have occurred, the Independent Counsel shall be selected by the Board, and the Company shall give written notice to Indemnitee advising Indemnitee of the identity of the Independent Counsel so selected. If a Change in Control shall have occurred, the Independent Counsel shall be selected by Indemnitee (unless Indemnitee shall request that such selection be made by the Board, in which event the preceding sentence shall apply), and Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected. In either event, Indemnitee or the Company, as the case may be, may, within ten business days after such written notice of selection shall have been given, deliver to the Company or to Indemnitee, as the case may be, a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 1 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within 20 days after submission by Indemnitee of a written request for indemnification pursuant to Section 10(a) hereof, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may seek arbitration for resolution of any objection which shall have been made by the Company or Indemnitee to the other's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the arbitrator or by such other person as the arbitrator shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 11(a) hereof. Such arbitration referred to in the previous sentence shall be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Upon the due commencement of any judicial proceeding pursuant to Section 13(a) of this Agreement, Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

#### **12. Presumptions and Effect of Certain Proceedings.**

(a) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 10(a) of this Agreement, and the Company shall have the burden of proof to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption. Neither the failure of the Company (including by its Board, its independent legal counsel and its stockholders) to have made a determination

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prior to the commencement of any action pursuant to this Agreement that indemnification or advancement of expenses is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its Board, its independent legal counsel and its stockholders) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(b) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement (with or without court approval) or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that Indemnitee's conduct was unlawful.

(c) Reliance as Safe Harbor. For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise, including financial statements, or on information supplied to Indemnitee by the officers, employees or agents of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Enterprise. The provisions of this Section 12(c) shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement.

(d) Actions of Others. The knowledge and actions, or failure to act, of any other director, officer, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

#### **13. Remedies of Indemnitee.**

(a) If (i) a determination is made pursuant to Section 11 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 8 of this Agreement, (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 11(a) of this Agreement within 30 days after receipt by the Company of the request for indemnification and of reasonable documentation and information which Indemnitee may be called upon to provide pursuant to Section 11(a), (iv) payment of indemnification is not made pursuant to Section 4 or 5 or the last sentence of Section 11(a) of this Agreement within ten business days after receipt by the Company of a written request therefor, or (v) payment of indemnification pursuant to Section 2, 3 or 6 of this Agreement is not made within ten business days after a determination has been made that Indemnitee is entitled to indemnification, Indemnitee shall be entitled to an adjudication by a court of Indemnitee's entitlement to such indemnification or advancement of Expenses.

(b) If a determination shall have been made pursuant to Section 11(a) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding commenced pursuant to this Section 13 shall be conducted in all respects as a de novo trial on the merits and Indemnitee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding commenced pursuant to this Section 13 the Company shall have the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be.

(c) The Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 13 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement.

#### **14. Non-exclusivity; Survival of Rights; Insurance; Subrogation.**

(a) The rights of indemnification and to receive advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Company's Certificate of Incorporation, the Company's By-Laws, any agreement, a vote of stockholders or a resolution of directors, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted

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by such Indemnitee in Indemnitee's Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in Delaware law, whether by statute or judicial decision, permits greater indemnification or advancement of Expenses than would be afforded currently under the Company's Certificate of Incorporation, the Company's By-Laws and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has director and officer liability insurance in effect, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies. To the extent the Company maintains director and officer liability insurance, Indemnitee, if an officer or director (or former officer or director) of the Company, shall be covered by such director and officer liability insurance, in accordance with its or their terms, to the maximum extent of the coverage available for any officer or director (or former officer or director) of the Company.

(c) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers reasonably required and take all action reasonably necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(d) The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable (or for which advancement is provided hereunder) hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

(e) The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust or other enterprise.

**15. Period of Limitations.** No legal action shall be brought and no cause of action shall be asserted by or on behalf of the Company or any affiliate of the Company against Indemnitee, Indemnitee's spouse, heirs, executors or personal or legal representatives after the expiration of two years from the date of accrual of such cause of action, or such longer period as may be required by law under the circumstances, and any claim or cause of action of the Company or its affiliate shall be extinguished and deemed released unless asserted by the timely filing of a legal action within such period; provided, however, that if any shorter period of limitations is otherwise applicable to any such cause of action, such shorter period shall govern.

**16. Successors and Assigns.** This Agreement shall be binding upon the Company and its successors and assigns and shall inure to the benefit of Indemnitee and Indemnitee's heirs, executors and administrators. At Indemnitee's written request, the Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all, or a substantial part, of the business and/or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

**17. Severability.** In the event that any provision of this Agreement is determined by a court to require the Company to take any action prohibited by applicable law (or omit to take any action required to be taken by applicable law), such provision (including any provision within a single Section, paragraph or sentence) shall be

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limited or modified in its application to the minimum extent necessary to avoid a violation of law, and, as so limited or modified, such provision and the balance of this Agreement shall be enforceable in accordance with their terms to the fullest extent permitted by law.

**18. Enforcement.** The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve or continue to serve as a director or officer of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving or continuing to serve as a director or officer of the Company.

**19. Effectiveness of Agreement.** This Agreement shall be effective as of the date set forth on the first page and, in addition to applying to acts or omissions occurring on and after such date, shall apply to acts or omissions of Indemnitee which occurred prior to such date if Indemnitee was an officer, director, employee or other agent of the Company, or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, at the time such act or omission occurred.

**20. Modification, Waiver and Termination.** No supplement, modification, termination, cancellation or amendment of this Agreement shall be binding unless executed in writing by the Company and Indemnitee. No waiver of any provision of this Agreement shall be binding unless executed in writing by the party granting such waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement nor shall any waiver constitute a continuing waiver. Unless otherwise specifically provided herein, no failure to exercise or delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

**21. Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) if delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, or (b) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed:

(i) If to Indemnitee, at the address indicated on the signature page of this Agreement, or such other address as Indemnitee shall provide to the Company.

(ii) If to the Company to:

AMN Healthcare Services, Inc.  
2999 Olympus Boulevard  
Suite 500  
Dallas, Texas 75019  
Attn: Chief Legal Officer and Corporate Secretary

or to any other address as may have been furnished to Indemnitee by the Company.

**22. Applicable Law.** This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules.

**23. Identical Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

**24. Miscellaneous.** Use of the masculine pronoun shall be deemed to include usage of the feminine pronoun where appropriate. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

[Signatures set forth on following page.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the day and year first above written.

AMN HEALTHCARE SERVICES, INC.

INDEMNITEE

By: \_\_\_\_\_

Name:

Title:

Name:

Title:

[SIGNATURE PAGE TO INDEMNIFICATION AGREEMENT]

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## Securities Trading Policy and Procedure

### Policy Overview

This policy provides the standards of AMN Healthcare Services, Inc. (the "Company"), a Delaware corporation, and \_\_\_\_\_ (the or "Grantee AMN").

WITNESSETH on: *trading*

WHEREAS, (as defined in Part I.F below) and causing the Company sponsors the AMN Healthcare 2017 Equity Plan, (as may be amended from time to time, the "Plan trading"), and desires to afford the Grantee the opportunity to share in the appreciation of the Company's common stock, par value \$.01 per share ("Stock") thereunder, thereby strengthening the Grantee's commitment to the welfare securities. In accordance with applicable law, all employees, officers and directors of the Company and Affiliates its subsidiaries and promoting an identity affiliates as well as such individuals' respective **Related Persons** (as defined in Part I.F below) are prohibited from **trading** in the Company's securities while in possession of **interest between stockholders****Material Non-Public Information** (as defined in Part I.F below). Because of their job function or leadership role, certain team members have additional restrictions as described in Part II of this policy. Given the severity of the potential penalties and the Grantee impact of illegal conduct on the Company's reputation, compliance with this policy is mandatory. Even the appearance of an improper transaction must be avoided to preserve our reputation for adhering to the highest standards of conduct. Any person who has any questions about this policy or about specific transactions may contact our Chief Legal Officer. Remember, however, that the ultimate responsibility for adhering to the policy and avoiding improper transactions rests with you.

NOW THEREFORE,

## Policy

### Introduction

Generally, it is illegal for a person to **trade** on a public company's securities while in **consideration** possession of **Material Non-Public Information** related to that company. Penalties for **trading** on, or, in certain circumstances, communicating **Material Non-Public Information** can be severe, both for the individuals involved in the unlawful conduct and their employers. Penalties may include substantial jail terms, criminal fines and civil penalties. Penalties may apply whether or not you derive any profit or other benefit from the subject trade or conduct.

Accordingly, AMN has adopted this policy to help ensure compliance with applicable insider trading laws. Two parts comprise the policy: Part I applies to all team members, officers and directors of the **covenants** Company and **agreements herein contained**, its subsidiaries and affiliates, and Part II applies to all **Covered Persons**.

## Part I. General Prohibitions and Expected Conduct

A. **No Insider Trading of Company Securities.** Except as otherwise expressly permitted by Part II.C below, if an AMN director, officer or other team member (including a former director, officer or team member) possesses **Material Non-Public Information** relating to the **parties hereto hereby agree** Company, neither that person nor any **Related Person** may **trade** in AMN securities or engage in any other action to take advantage of that information. Transactions that may be necessary or justifiable for independent reasons (such as follows: the need to raise money for an emergency expenditure) are not exempt from this policy.

**Note:** The **trading** restrictions set forth in this Policy do not apply to the exercise or settlement of employee equity grants, including any shares withheld by the Company for tax purposes. They do, however, apply to the market sale of securities received from these equity grants, including the sale of stock received from settlement of restricted stock units.

B. **No Tipping Information to Others.** No AMN director, officer or other team member may pass **Material Non-Public Information** on to any person outside the Company (including any **Related Person**) or suggest or otherwise recommend that any such person buy or sell AMN securities or engage in any other action to take advantage of that information. This action is called "tipping" and you may be liable for communicating or "tipping" **Material Non-Public Information** to a third party.

C. **No Trading of Other Companies' Securities Based on Information Obtained Through AMN.** No AMN director, officer or other team member may effect transactions in the securities of any other company while in possession of **Material Non-Public Information** concerning such company that was obtained in the course of employment with AMN.

D. **Additional Prohibited Transactions.** Because AMN believes it is inappropriate for any of its team members to engage in short-term or speculative transactions involving the Company's securities, AMN directors, officers and all other team members may not engage in any of the following activities with respect to AMN securities:

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- "In and out" and "short swing" **trading** in AMN securities, which means (i) any AMN securities purchased in the open market by any AMN team member, director or officer must be held for a minimum of six months and ideally longer, and that (ii) AMN team members, directors and officers may not purchase or sell on the open market, or sell and purchase, AMN securities during any six-month period;
- For the purpose of preventing the unfair use of information which may have been obtained by a reporting person, any profits realized by any Section 16 reporting person from any "purchase" and "sale" of Company stock during a six-month period, so called "short-swing profits," may be recovered by the Company.
- Purchases of AMN securities on margin;
- Short sales (*i.e.*, selling AMN securities you do not own and borrowing shares of such securities to make delivery);
- Buying or selling puts or calls in respect of AMN securities;
- Pledging, hypothecating or otherwise placing a lien on any shares of common stock or other equity interests of the Company that they own; and
- Hedging transactions of any kind.

E. **Pre-Clearance of Trades by Covered Persons.** All **Covered Persons** are subject to "blackout" periods and must "pre-clear" **trading** in AMN securities in accordance with the procedures set forth in Part II below. All other AMN team members are not subject to the procedures set forth in Part II.

F. **Key Definitions.** The following are defined terms that are used in this policy. For ease of reference, whenever a defined term is used in this policy it is bolded and italicized.

1. **Definitions** **Covered Persons.** Individuals comprising the following groups or departments are considered **Covered Persons** under this policy: (1) AMN Healthcare Services, Inc. Board members and officers, (2) Senior Leadership Forum, (3) Corporate Finance and

Accounting, (4) Corporate Audit Services, (5) Legal and (6) Executive Assistants to members of the Company's CEO Committee.

2. **Material.** Insider trading restrictions come into play only if the information you possess is "material." "**Material**" information is any information that a reasonable investor would consider important in a decision to buy, hold or sell the applicable security. In short, any information that could reasonably affect the price of the security. Common examples of information that may be regarded as **Material** are:

- information about unpublicized earnings or losses, including whether the Company may miss its earnings guidance;
- significant changes in the Company's future prospects;
- developments regarding significant litigation or government agency investigations;
- significant change in credit arrangements, debt offerings or liquidity issues;
- news of a pending or proposed acquisition or merger;
- acquisition or tender offer, news of a significant sale of assets or the disposition of a subsidiary;
- changes in dividend policies, stock repurchase program or the declaration of a stock split or the offering of additional securities;

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- changes in top management;
- actual or suspected cybersecurity incidents involving the Company; and
- the gain or loss of a substantial client .

Either positive or negative information may be **Material**. In addition, the **Material** information does not have to be related to the Company's business. For instance, if certain forthcoming overall market or industry information is expected to impact the market price of a security, it can be **Material**. Remember, if your **trading** becomes the subject of scrutiny, it will be viewed after-the-fact with the benefit of hindsight. As a result, before **trading** you should carefully consider how regulators and others might view your transaction in hindsight. When in doubt about whether particular **Non-Public Information** is **Material**, presume it is. If you are unsure whether information is **Material**, you should consult the Chief Legal Officer before making any decision to disclose such information (other than to persons who need to know it) or to **trade** in or recommend securities to which that information relates.

3. **Non-Public Information.** Insider trading prohibitions come into play only when you possess information that is both **Material** and "non-public." Information disclosed to a few members of the public does not make it public for insider trading purposes. To be "public" the information must have been disseminated in a manner designed to reach investors generally, and the investors must be given the opportunity to absorb the information. Even after public disclosure of information about the Company, you must wait until the opening bell of the NYSE on the second trading day after the day the information was publicly disclosed before you can treat the information as public. Non-public information may include: (1) information available to a select group of analysts or brokers or institutional investors; (2) undisclosed facts that are the subject of rumors, even if the rumors are widely circulated; and (3) information that has been entrusted to the Company on a confidential basis until a public announcement of the information has been made. Similar to questions of materiality, if you are not sure whether information is considered public, you should either consult with the Chief Legal Officer or assume that the information is **Non-Public Information**.

4. **Related Persons.** You are expected to be responsible for compliance with this policy by **Related Persons**. **Related Persons** means your spouse, minor children, anyone living in your household, partnerships in which you are a general partner, trusts of which you are a trustee, estates of which you are an executor and other equivalent legal entities that you control. You should promptly advise all **Related Persons** of your obligations under this policy and inform them that they must advise you of any potential **trading** in AMN securities prior to engaging in any **trading**.

5. **Trade or trading.** **Trade or trading** means the sale, purchase, transfer, gift or loan of any AMN security.

G. **General Confidentiality Obligations.** The following definitions shall be applicable throughout the Agreement. Where capitalized terms are used but not defined herein, their meaning shall be that restrictions set forth in this policy are designed to avoid misuse of **Material Non-Public Information** in violation of the **Plan** (unless insider trading laws. These restrictions are in addition to, and in no way alter, the context indicates otherwise). general obligations that each AMN team member has to maintain the confidentiality of all confidential or proprietary information concerning the Company and its business, as well as any other confidential information, that may be learned in the course of employment. No such information is to be disclosed to any other AMN team member, unless that person has a clear need to know that information, and no such information may be disclosed to any third parties, except as required or otherwise contemplated by your function or position.

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(a) The Board of Directors has established procedures for the release of **"Material Non-Public Information"**, including the designation of company spokespersons, to achieve broad public dissemination of that information. Accordingly, no AMN officer, director or other team member may disclose **"means (i) Material Non-Public Information"** to any entity that person outside of the Company, except in accordance with these procedures. This prohibition extends to discussions concerning AMN and our business in Internet chat rooms, websites, any form of social media or any other forum. For more information about the procedures regarding the release of **Material Non-Public Information**, please review the Company's Information Disclosure Policy, a link to which can be found [HERE](#).

## Part II. Blackouts and Pre-Clearance of All Trades By Covered Persons

To provide assistance in preventing inadvertent violations and avoiding even the appearance of an improper transaction, the following applies to all **Covered Persons**.

A. **Trading Prohibited During Blackout Periods.** All **Covered Persons** are prohibited from, directly or indirectly, engaging in **trading** in AMN securities during blackout periods.

(1) **Quarterly Blackout Periods.** **Trading** in AMN securities is controlled by, prohibited during the period beginning at the close of market on the 16<sup>th</sup> of the last month of each Company fiscal quarter end (or the 14<sup>th</sup> or 15<sup>th</sup>, as applicable, if the 16<sup>th</sup> falls on a weekend) and ending at the opening bell of the NYSE on the second business day following the date the Company's financial results are publicly disclosed. The Chief Legal Officer may begin a quarterly blackout period earlier if prudent under the circumstances. The AMN Equity Administration team will notify **Covered Persons** of the opening and closing of each quarterly blackout.

(2) **Other Blackout Periods.** From time to time, other types of **Material Non-Public Information** regarding AMN (such as negotiation of mergers or acquisitions) may be pending and not be publicly disclosed. In such circumstances, the Company may impose special blackout periods during which all or certain groups of **Covered Persons** are prohibited from **trading** in AMN securities. If AMN imposes a special blackout period, we will notify the **Covered Persons** affected. The **Covered Persons** subject to the special blackout period shall not reveal to any person not subject to the special blackout period the fact that a special blackout period is in effect.

B. **Pre-Clearance of Securities Transactions.** Even when **Covered Persons** are not subject to a blackout period under **common control** Part II.A, they may not engage in any **trading** of AMN securities without first pre-clearing it with the Chief Legal Officer. **Covered Persons** should use the following procedure to pre-clear a **trade** in AMN securities:

(1) Contact the Chief Legal Officer in writing for approval. The **Covered Person** must provide the following information: (a) Name, (b) Department, (c) Position, (d) type of **trade** requested (e.g., sale or purchase) and (e) a statement, if true, that the **Covered Person** does not possess any **Material Non-Public Information**. AMN team members should submit requests for pre-clearance through the form on **Connections** found [HERE](#).

(2) The Chief Legal Officer will make a determination based on the facts and circumstances known at the time whether the person is in possession of **Material Non-Public Information** and/or the extent that a **Material** event or development affecting the Company remains nonpublic and (ii) advise the **Covered Person** if the transaction may proceed. The Chief Legal Officer may consult with the **Covered Person's** manager or other personnel in making this determination.

(3) If the Chief Legal Officer grants clearance for a requested **trade**, the Chief Legal Officer will advise the **Covered Person** by responding to the pre-clearance form submitted by the **Covered Person**. The

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response will be logged and emailed to the **Covered Person**. Unless revoked, a grant of permission will normally remain valid until the closing bell of the NYSE on the second trading day following the day on which it was granted (it being understood that if the **Covered Person** becomes aware of **Material Non-Public Information** prior to actually making the requested **trade**, such **Covered Person** is precluded from making the **trade**). If the transaction does not occur during the two-day period, pre-clearance of the transaction must be re-requested.

(4) If the Chief Legal Officer rejects clearance for a requested **trade**, it will advise the **Covered Person** by responding to the pre-clearance form submitted by the **Covered Person**. The response will be logged and emailed to the **Covered Person**. The **Covered Person** may not be informed of the reason why the **trade** cannot be made. Any **Covered Person** that is made aware of the reason for an event-specific prohibition on **trading** should in no event disclose the reason for the prohibition to third parties, and should avoid disclosing the existence of the prohibition, if possible. Caution should be exercised when telling a broker or other person who suggested a **trade** that the **trade** cannot be effected at the time.

C. **10b5-1 Trading Plans.** **10b5-1 Plans** present an opportunity for **Covered Persons** to establish arrangements to sell (or purchase) AMN stock without the restrictions of trading windows and blackout periods.

(1) **Exemption from Trading Restrictions.** The **trading** restrictions set forth in Part I.A and Part II.A and II.B do not generally apply to transactions consummated under a **10b5-1 Plan** that:

a. has been reviewed and approved in advance by the Chief Legal Officer outside of a blackout period prior to entering into the **10b5-1 Plan**;

b. was entered into in good faith by the **Covered Person** outside of a blackout period and at a time when the **Covered Person** was not in possession of **Material Non-Public Information** about the Company; and

c. gives a third party the discretionary authority to execute such purchases and sales, outside the control of the **Covered Person**, so long as such third party does not possess any entity **Material Non-Public Information** about the Company, or explicitly specifies the security or securities to be purchased or sold, the number of shares, the prices and/or dates of transactions, or other formula(s) describing such transactions.

(2) **Cooling Off Period.** The Company requires that all **10b5-1 Plans** entered into by (i) a Section 16 officer or Board member contains the later of (a) a 90-day period and (b) 2 business days following the filing of the Company's form 10-Q or form 10-K covering the fiscal quarter in which the plan was adopted or modified or (ii) any other **Covered Persons** contain a 30-day period, between the effective date of the **10b5-1 Plan** and the first transaction to be consummated thereunder.

(3) **Certification.** Prior to entering into a **10b5-1 Plan**, any Section 16 officer or board member of the Company **has** **will** provide a **significant equity interest**, certification to the Chief Legal Officer certifying that such person is not in **either case**, possession of any material non-public information and that the **10b5-1 Plan** is being entered into in good faith and not as **determined** a plan to evade federal securities laws.

(4) **Number of Plans.** A **Covered Person** (other than the Company) may not have another outstanding (and may not subsequently enter into any additional) **Rule 10b5-1** Plan for purchases or sales of securities during the same period. A **Covered Person** may have two separate **Rule 10b5-1** Plans so long as (i) the

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<sup>1</sup> The requirements of Section C(2)(i), C(3) and C(4) will not apply to any plan existing on or prior to February 27, 2023, but will apply to any new plan or a modification or amendment of an existing plan after such date.

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plans do not cover the same period and the later-commencing plan does not begin trading on during the cooling-off period that would have applied if the later-commencing plan was adopted on the date the earlier-commencing plan terminates, and (ii) the plans meet all other requirement set forth in this Policy. A **Covered Person** (other than the Company) may not have more than one **Single-Trade Plan** during any 12-month period. A "Single-Trade Plan" is defined as a **10b5-1 Plan** that is designed to effect the purchase or sale of securities as a single transaction.

(5) **Termination and Amendments to 10b5-1 Plans.** Effectiveness of any termination, modification or amendment of a **10b5-1 Plan** must be reviewed and approved in advance by the **Committee**, Chief Legal Officer outside of a blackout period and at a time when the **Covered Person** was not in possession of **Material Non-Public Information** about the Company; Provided any modification or amendment to a **10b5-1** plan will be deemed to be a termination of the existing plan and the adoption of a new plan for purposes of this Policy. Once a **10b5-1 Plan** has been terminated, the **Covered Person** should wait at least 30 days before trading outside of a **10b5-1 Plan**. Amendments to **10b5-1 Plans** must not take effect for at least 30 days after the amendments are effective.

(b) The initiation, modification or termination of a **10b5-1 Plan** **Cause** will be considered transactions in AMN securities, and such initiation, modification or termination is subject to all limitations and prohibitions relating to transactions in AMN securities. Compliance with a **"means (i) 10b5-1 Plan** and the **definition** execution of "cause" provided in the employment or severance agreement in effect between transactions pursuant to the Grantee and **10b5-1 Plan** are the sole responsibility of the **Covered Person** initiating the **10b5-1 Plan**, not the Company or any Affiliate or (ii) if no such agreement exists, then the occurrence of any of the following: (A) Grantee's failure to perform Chief Legal Officer. All Covered Persons entering into a **10b5-1 Plan** must act in any material respect his or her duties as an employee of the Company, (B) Grantee's violation of the Company's Code of Business Conduct, Code of Ethics for Senior Financial Officers and Principal Executive Officer, and/or Securities Trading Policy, (C) the engaging by Grantee in willful misconduct or gross negligence which is injurious to the Company or any of its affiliates, monetarily or otherwise, (D) the commission by the Grantee of an act of fraud or embezzlement against the Company or any of its affiliates, or (E) the conviction of the Grantee of a crime which constitutes a felony or any lesser crime that involves Company property or a pleading of guilty or **nolo contendere** good faith with respect

to a crime which constitutes a felony or any lesser crime that involves Company property, or (F) violation of any of the restrictive covenants in Section 9 hereof, such **10b5-1 Plan**.

(c) D. **Section 16 Reporting Requirements** "Change in Control" means:

(i) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "**Exchange 34 Act**") (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of a majority of the combined voting power of the then

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Executive Version

outstanding voting securities, generally requires all executive officers and directors of the Company entitled to vote generally report changes in the election of directors;

(ii) the sale of all or substantially all of the business or assets of the Company; or

(iii) the consummation of a merger, consolidation or similar form of corporate transaction involving the Company that requires the approval of their beneficial ownership of the Company's stockholders, whether for such transaction or the issuance of securities in the transaction (a "Business Combination"), if immediately following such Business Combination: (A) a Person is or becomes the beneficial owner, directly or indirectly, of a majority of the combined voting power of the outstanding voting securities eligible to elect directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation), or (B) the Company's stockholders prior to the Business Combination thereafter cease to beneficially own, directly or indirectly, a majority of the combined voting power of the outstanding voting securities eligible to elect directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation), counting for this purpose only voting securities of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation) received by such stockholders in connection with the Business Combination. "Surviving Corporation" shall mean the corporation resulting from a Business Combination, and "Parent Corporation" shall mean the ultimate parent corporation that directly or indirectly has beneficial ownership of a majority of the combined voting power of the then outstanding voting securities of the Surviving Corporation entitled to vote generally in the election of directors.

(d) **"Change in Control Termination"** means the occurrence of either of the following events during the Protection Period: (i) the Company's termination of the Grantee's Service without Cause (other than due to death or Disability) or (ii) the Grantee's termination of his or her Service with Good Reason at a time when the Grantee could not have been terminated for Cause.

(e) **"Credited Service"** means the performance of Service on a substantially full time basis for a continuous twelve-month period. For this purpose, substantially full time basis shall mean that the Grantee provides regular and recurring services to the Company of at least 32 hours each week. The taking of approved paid time off or legally mandated leave, such as FMLA, does not interrupt this period of Credited Service. Notwithstanding the foregoing, the Committee may treat periods of less than full time employment, in whole or in part, as Credited Service in its sole discretion.

(f) **"Disabled"** has the meaning set forth in Section 13(c)(ii) of the Plan.

(g) **"Good Reason"** means (i) the definition of "good reason" provided in the employment or severance agreement in effect between the Grantee and the Company or any Affiliate or (ii) if no such agreement exists, then the occurrence of any of the following events without the Grantee's express written consent: (A) a material reduction in the Grantee's base salary or target annual bonus compensation as in effect on the date immediately prior to a Change in Control, (B) the Company's assignment to the Grantee without the Grantee's consent of duties materially and adversely inconsistent with the Grantee's position, duties or responsibilities as in effect immediately before the Change in Control, including, but not limited to, any material reduction in such position, duties or responsibilities, or a change in the Grantee's title or office, as then in effect, or any removal of the Grantee from any of such positions, titles or offices, or (C) the Company's relocation of the Grantee's principal place of employment to a locale that is more than fifty (50) miles from the Grantee's principal place of employment immediately prior to the Change in Control.

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(h) "Grant Date" means \_\_\_\_\_, which is the date the Committee authorized this RSU grant.

(i) "NQDC Plan" means the Company's 2005 Amended and Restated Executive Nonqualified Excess Plan, as may be amended from time to time.

(j) "Protection Period" means the period beginning on the date that is six (6) months before the effective date of a Change in Control and ending on the second anniversary of the effective date of the Change in Control.

(k) "Restricted Stock Unit(s)" or "RSU(s)" means the restricted stock unit granted under Section 2.

(l) "Retirement" means termination of Grantee's Service (other than for Cause or due to a Change in Control Termination) on or SEC Forms 4 within two business days after attainment of age 55 with at least 15 full years of aggregate Service and provided further that the Grantee does not subsequently obtain employment with another employer. For clarity, only twelve (12) months of continuous Service shall count as a full year of Service for purposes of determining if Grantee is eligible for Retirement.

(m) "Service" means the performance of services for the Company (or any Affiliate) by a person in the capacity of an officer or other employee or key person (including consultants).

**2. Grant of Restricted Stock Units.** Subject to the terms and conditions set forth herein, the Company hereby grants to the Grantee an aggregate of \_\_\_\_\_ Restricted Stock Units ("RSUs").

**3. Vesting Schedule.** No RSUs may be settled until they shall have vested. Except as otherwise set forth in this Agreement or in the Plan, the RSUs will vest in three tranches on each of the first, second and third anniversaries of the Grant Date and the Grantee's provision of three periods of Credited Service. The first tranche, equal to 33% of the RSUs granted, will vest on the first anniversary of the Grant Date and the Grantee's provision of one period of Credited Service. The second tranche, equal to 33% of the RSUs granted, will vest on the second anniversary of the Grant Date and the Grantee's provision of a second period of Credited Service. The final tranche, equal to 34% of the RSUs granted, will vest on the third anniversary of the Grant Date and the Grantee's provision of a third period of Credited Service.

**4. Settlement and Deferral of RSUs.**

(a) Each vested RSU entitles the Grantee to receive one share of Stock on the "Settlement Date," which shall be the later of (i) the vesting date for such RSU, provided, however, if there is an accelerated vesting of all or a portion of the RSUs under Section 6 hereof, the Settlement Date for any such accelerated RSUs shall be the date on which it is determined that such change occurs. To ensure compliance with Section 16 reporting requirements, the conditions to acceleration have been met or (ii) the end of the deferral period specified by the Grantee. The deferral period shall be no less than four (4) years Company's executive officers and five (5) days from the Grant Date. Such deferral election shall be made within 30 days of the Grant Date. The deferral of RSUs shall be subject to the NQDC Plan and the applicable deferral election.

(b) Shares of Stock underlying the RSUs shall be issued and delivered to the Grantee in accordance with paragraph (a) and upon compliance to the satisfaction of the Committee with all requirements under applicable laws or regulations in connection with such issuance and with the requirements hereof and of the Plan. The determination of the Committee as to such compliance shall be final and binding on the Grantee. The shares of Stock delivered to

the Grantee pursuant to this Section 4 shall be free and clear of all liens, fully paid and non-assessable. In no event shall fractional shares of Stock be issued.

(c) Until such time as shares of Stock have been issued to the Grantee pursuant to paragraph (b) above, and except as set forth in Section 5 below regarding dividend equivalents, the Grantee shall not have any rights as a holder of the shares of Stock underlying this Grant including but not limited to voting rights.

(d) The Grantee may be required to pay directors must promptly report to the Company or any Affiliate, and on the Company or any Affiliate shall have the right and is hereby authorized day of each transaction triggering a reporting requirement to withhold from any shares of Stock or other property deliverable under the RSU or from any compensation or other amounts owing to the Grantee the amount (in cash, Stock or other property) of any required tax withholding and payroll taxes in respect of an RSU vesting or settlement and to take such other action as may be necessary in the opinion of permit the Company to satisfy prepare and file a required Form 4. With respect to any purchase or sale under an approved **10b5-1 Plan**, the third party/broker effecting transactions on behalf of the **Covered Person** should be instructed to send duplicate confirmations of all obligations for such transactions immediately to the payment Corporate Counsel, Securities & Corporate Governance. Such reporting should be in writing (including by e-mail) and should include the type of such taxes.

(e) Without limiting transaction, the generality date of clause (d) above, in the Committee's sole discretion the Grantee may satisfy, in whole or in part, the foregoing withholding liability by having the Company withhold from transaction, the number of shares of Stock otherwise issuable pursuant to involved and the settlement purchase or sale price of the RSU a number of shares with a Fair Market Value equal to such withholding liability.

**5. Dividend Equivalents.** If on any date securities. While the Company shall pay any cash dividend prepares and files applicable Form 4s on shares of Stock behalf of the Company, Company's Section 16 reporting persons, the number of RSUs credited to the Grantee shall, as of such date, be increased by an amount determined by the following formula:

$W = (X \text{ multiplied by } Y) \text{ divided by } Z, \text{ where:}$

W = the number of additional RSUs to be credited to the Grantee on such dividend payment date;

X = the aggregate number of RSUs (whether vested or unvested) credited to the Grantee as of the record date of the dividend;

Y = the cash dividend per share amount; ultimate responsibility, and

Z = the Fair Market Value per share of Stock (as determined under the Plan) on the dividend payment date.

**6. Termination of Service.**

(a) Except as provided below, if the Grantee's Service terminates liability, for any reason prior to the Settlement Date, then all vested RSUs shall be settled in accordance with Section 4, and any unvested RSUs shall be forfeited.

(b) If the Grantee's Service terminates due to Retirement at any time after six (6) months from the Grant Date but before the Settlement Date, then provided that the Grantee continuously timely filing remains in Retirement status after termination of Service, the Grantee shall continue to vest in all of the Grantee's RSUs according to the schedule established in Section 3 as though the Grantee's Service had not terminated (and, for the sake of clarity, as though the Grantee met all Credited Service requirements), and such RSUs shall be settled at the time specified in Section 4 hereof.

(c) If the Grantee's Service terminates due to a Change in Control Termination after the Grant Date but before the Settlement Date, then on the date of the Grantee's termination (or, if later, on the effective date of the Change in Control), 100% of the RSUs shall become immediately vested and settled according to Section 4 hereof.

(d) In the event of the Grantee's death or if the Committee determines, in its sole discretion, that the Grantee has become Disabled, in each case, after the Grant Date and prior to third anniversary of the Grant Date), 100% of the RSUs shall become immediately vested and, regardless of the Grantee's deferral election, the Company as soon as reasonably practicable shall issue shares of Stock to the Grantee (or the

Grantee's designated beneficiary or estate executor in the event of the Grantee's death) with respect to the RSUs that have vested hereunder but for which shares of Stock had not yet been issued to the Grantee.

(e) If the Grantee's Service is terminated by the Company without Cause or by the Grantee for Good Reason, in each case after the Grant Date (other than due to a Change in Control Termination), then a pro-rata portion of the RSUs based on a fraction equal to the number of full calendar months that have elapsed from the Grant Date through and inclusive of the termination date divided by 36, less any RSUs that have previously vested and settled prior to the termination date, shall continue to vest according to the schedule established in Section 3 as though the Grantee's Service had not terminated (and, for the sake of clarity, as though the Grantee met all Credited Service requirements), and such RSUs shall be settled at the time specified in Section 4 hereof.

(f) If the Grantee's service terminates for Cause, then any outstanding RSUs, whether vested or unvested, shall be forfeited and cancelled as of the Grantee's termination date. If the Grantee's employment is terminated due to a reason specified in (b)-(d) above but, after such termination, the Committee determines that it would have had Cause to terminate the Grantee's Service if all the relevant facts had been known to the Committee as of the date of the Grantee's termination, then all outstanding RSUs shall immediately be forfeited and cancelled, whether or not vested, as of the date of the Committee's determination.

## 7. Company; Grantee.

(a) The term "Company" as used in this Agreement with reference to employment shall include the Company, its Subsidiaries and its Affiliates, as appropriate.

(b) Whenever the word "Grantee" is used in any provision of this Agreement under circumstances where the provision should logically be construed to apply to the beneficiaries, the executors, the administrators, or the person or persons to whom the RSUs may be transferred by will or by the laws of descent and distribution, the word "Grantee" shall be deemed to include such person or persons.

8. Non-Transferability. The RSUs granted herein are not transferable by the Grantee other than to a designated beneficiary upon death, by will or the laws of descent and distribution, to a trust solely for the benefit of the Grantee or his/her immediate family or, in the case of the RSUs being held by such a trust, by the trustee.

## 9. Forfeiture for Violation of Restrictive Covenants.

(a) Non-Compete. The Grantee agrees that during the term of the Grantee's employment and for a period of two years thereafter (the "Coverage Period") the Grantee will not engage in, consult with, participate in, hold a position as shareholder, director, officer, consultant, employee, partner or investor, or otherwise assist any business entity (i) in any State of the United States of America or (ii) in any other country in which the Company

(which, for the avoidance of doubt, includes for all purposes of this Section 9 any and all of its divisions, Affiliates or Subsidiaries) has business activities, in either case, that is engaged in (A) any activities that are competitive with the business of providing (I) healthcare or other personnel on a temporary or permanent placement basis to hospitals, healthcare facilities, healthcare provider practice groups or other entities, (II) managed services programs, workforce management systems, workforce consulting services, predictive modeling, staff scheduling, credentialing services, revenue cycle solutions, or language services or (III) healthcare workforce technology platforms, including language services, software-as-a-service vendor management solutions, workforce optimization services, recruitment process outsourcing services, telehealth services, credentialing services, reporting person.

**Roles and flex pool management and other outsourced solutions services , or (B) any other business in which the Company is then engaged, in each case, including any and all business activities reasonably related thereto.**

(b) The Grantee agrees that during the Coverage Period, the Grantee shall not solicit, attempt to solicit or endeavor to entice away from the Company any person who, at any time during the term of the Grantee's employment was a healthcare professional (including a healthcare executive) of the Company, or an employee, customer, permanent placement candidate, client or supplier of the Company.

(c) **Confidential and Proprietary Information.** The Grantee agrees that the Grantee will not, at any time make use of or divulge to any other person, firm or corporation any confidential or proprietary information concerning the business or policies of the Company (which includes, for the avoidance of doubt, any and all of its divisions, Affiliates or Subsidiaries). For purposes of this Agreement, any confidential information shall constitute any information designated as confidential or proprietary by the Company or otherwise known by the Grantee to be confidential or proprietary information including, without limitation, customer information. The Grantee acknowledges and agrees that for purposes of this Agreement, "customer information" includes without limitation, customer lists, all lists of professional personnel, names, addresses, phone numbers, contact persons, preferences, pricing arrangements, requirements and practices. The Grantee's obligation under this Section 9(c) shall not apply to any information that (i) is known publicly; (ii) is in the public domain or hereafter enters the public domain without the fault of the Grantee; or (iii) is hereafter disclosed to the Grantee by a third party not under an obligation of confidence to the Company. The Grantee agrees not to remove from the premises of the Company, except as an employee of the Company in pursuit of the business of the Company or except as specifically permitted in writing by the Company, any document or other object containing or reflecting any such confidential or proprietary information. The Grantee recognizes that all such information, whether developed by the Grantee or by someone else, will be the sole exclusive property of the Company. Upon termination of employment, the Grantee shall forthwith deliver to the Company all such confidential or proprietary information, including without limitation all lists of customers, pricing methods, financial structures, correspondence, accounts, records and any other documents, computer disks, computer programs, software, laptops, modems or property made or held by the Grantee or under the Grantee's control in relation to the business or affairs of the Company, and no copy of any such confidential or proprietary information shall be retained by the Grantee.

(d) **Forfeiture for Violations.** If the Grantee shall at any time violate the provisions of Section 9(a), (b), or (c), the Grantee shall immediately forfeit his/her RSUs

(whether vested or unvested) and any issuance of shares of Stock that occurs after (or within six (6) months before) any such violation shall be void *ab initio*.

(e) **Additional Agreement.** For the avoidance of doubt, this Section 9 shall be in addition to and shall not supersede (or be superseded by) any other agreements related to the subject matter of this Section 9 contained in any confidentiality agreement, noncompetition agreement or any other agreement between the Grantee and the Company.

**10. Rights as Stockholder.** The Grantee or a transferee of the RSUs shall have no rights as a stockholder with respect to any share of Stock covered by the RSUs until the Grantee shall have become the holder of record of such share of Stock and no adjustment shall be made for dividends or distributions or other rights in respect of such share of Stock for which the record date is prior to the date upon which Grantee shall become the holder of record thereof.

**11. Successor.** The obligations of the Company under this Agreement shall be binding upon any successor corporation or organization resulting from the merger, consolidation or other reorganization of the Company, or upon any successor corporation or organization succeeding to substantially all of the assets and business of the Company. The Company agrees that it will make appropriate provisions for the preservation of the Grantee's rights under this Agreement in any agreement or plan that it may enter into or adopt to effect any such merger, consolidation, reorganization or transfer of assets.

**12. Notice.** Every notice or other communication relating to this Agreement shall be in writing, and shall be mailed to or delivered by hand, by mail or electronic transmission (with confirmation of transmission) to the party for whom it is intended at such address as may from time to time be designated by it in a notice mailed or delivered to the other party as herein provided, provided that, unless and until some other address be so designated, all notices or communications by the Grantee to the Company shall be mailed or delivered to the Company at its principal executive office, and all notices or communications by the Company to the Grantee may be given to the Grantee personally or may be mailed or e-mailed to the Grantee at the Grantee's address or e-mail as recorded in the records of the Company.

**13. No Right to Continued Employment.** This Agreement shall not be construed as giving the Grantee the right to be retained in the employ or service of the Company, a Subsidiary or an Affiliate. Further, the Company or an Affiliate may at any time dismiss the Grantee or discontinue any consulting relationship, free from any liability or any claim under this Agreement, except as otherwise expressly provided herein.

**14. Binding Effect.** Subject to Section 8 hereof, this Agreement shall be binding upon the heirs, executors, administrators and successors of the parties hereto.

**15. Amendment of Agreement.** The Committee may, to the extent consistent with the terms of this Agreement, waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, any portion of the RSUs heretofore granted, prospectively or retroactively; provided that any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would adversely impair the rights of the Grantee in respect of any RSUs already granted shall not to that extent be effective without the consent of the Grantee.

**16. RSUs Subject to Plan and NQDC Plan.** By entering into this Agreement, the Grantee agrees and acknowledges that the Grantee has received and read a copy of the Plan and a copy of the NQDC Plan. The RSUs are subject to the terms of Plan, and the NQDC Plan if the RSUs are deferred under the NQDC Plan. The terms and provisions of the

plans as they may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of either the Plan or the NQDC Plan, the applicable terms and provisions of the applicable plan will govern and prevail.

**17. Governing Law.** This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Delaware without regard to the principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction that could cause the application of the laws of any jurisdiction other than the State of Delaware.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the day and year first above written. Responsible Parties

AMN Healthcare Services, Inc.

By: \_\_\_\_\_

Name:

Title:

**GRANTEE**

By: \_\_\_\_\_

Name:

**AMN HEALTHCARE  
EQUITY PLAN  
RESTRICTED STOCK UNIT AGREEMENT**

**THIS RESTRICTED STOCK UNIT AGREEMENT** (the "Agreement"), made this \_\_\_\_\_, by and between AMN Healthcare Services, Inc. (the "Company"), a Delaware corporation, and \_\_\_\_\_ (the "Grantee").

**WITNESSETH:**

WHEREAS, the Company sponsors the AMN Healthcare 2017 Equity Plan, (as may be amended from time to time, the "Plan"), and desires to afford the Grantee the opportunity to share in the appreciation of the Company's common stock, par value \$.01 per share ("Stock") thereunder, thereby strengthening the Grantee's commitment to the welfare of the Company and Affiliates and promoting an identity of interest between stockholders and the Grantee.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto hereby agree as follows:

**1. Definitions.**

The following definitions shall be applicable throughout the Agreement. Where capitalized terms are used but not defined herein, their meaning shall be that set forth in the Plan (unless the context indicates otherwise).

(a) **"Affiliate"** means (i) any entity that directly or indirectly is controlled by, or is under common control with, the Company and (ii) any entity in which the Company has a significant equity interest, in either case, as determined by the Committee.

(b) **"Cause"** means (i) the definition of "cause" provided in the employment or severance agreement in effect between the Grantee and the Company or any Affiliate or (ii) if no such agreement exists, then the occurrence of any of the following: (A) Grantee's failure to perform in any material respect his or her duties as an employee of the Company, (B) Grantee's violation of the Company's Code of Business Conduct, Code of Ethics for Senior Financial Officers and Principal Executive Officer, and/or Securities Trading Policy, (C) the engaging by Grantee in willful misconduct or gross negligence which is injurious to the Company or any of its affiliates, monetarily or otherwise, (D) the commission by the Grantee of an act of fraud or embezzlement against the Company or any of its affiliates, or (E) the conviction of the Grantee of a crime which constitutes a felony or any lesser crime that involves Company property or a pleading of guilty or nolo contendere with respect to a crime which constitutes a felony or any lesser crime that involves Company property, or (F) violation of any of the restrictive covenants in Section 9 hereof.

(c) **"Change in Control"** means:

(i) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of a majority of the combined voting power of the then

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outstanding voting securities of the Company entitled to vote generally in the election of directors;

(ii) the sale of all or substantially all of the business or assets of the Company; or  
(iii) the consummation of a merger, consolidation or similar form of corporate transaction involving the Company that requires the approval of the Company's stockholders, whether for such transaction or the issuance of securities in the transaction (a "Business Combination"), if immediately following such Business Combination: (A) a Person is or becomes the beneficial owner, directly or indirectly, of a majority of the combined voting power of the outstanding voting securities eligible to elect directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation), or (B) the Company's stockholders prior to the Business Combination thereafter cease to beneficially own, directly or indirectly, a majority of the combined voting power of the outstanding voting securities eligible to elect directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation), counting for this purpose only voting securities of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation) received by such stockholders in connection with the Business Combination. "Surviving Corporation" shall mean the corporation resulting from a Business Combination, and "Parent Corporation" shall mean the ultimate parent corporation

that directly or indirectly has beneficial ownership of a majority of the combined voting power of the then outstanding voting securities of the Surviving Corporation entitled to vote generally in the election of directors.

(d) **"Change in Control Termination"** means the occurrence of either of the following events during the Protection Period: (i) the Company's termination of the Grantee's Service without Cause (other than due to death or Disability) or (ii) the Grantee's termination of his or her Service with Good Reason at a time when the Grantee could not have been terminated for Cause.

(e) **"Credited Service"** means the performance of Service on a substantially full time basis for a continuous twelve-month period. For this purpose, substantially full time basis shall mean that the Grantee provides regular and recurring services to the Company of at least 32 hours each week. The taking of approved paid time off or legally mandated leave, such as FMLA, does not interrupt this period of Credited Service. Notwithstanding the foregoing, the Committee may treat periods of less than full time employment, in whole or in part, as Credited Service in its sole discretion.

(f) **"Disabled"** has the meaning set forth in Section 13(c)(ii) of the Plan.

(g) **"Good Reason"** means (i) the definition of "good reason" provided in the employment or severance agreement in effect between the Grantee and the Company or any Affiliate or (ii) if no such agreement exists, then the occurrence of any of the following events without the Grantee's express written consent: (A) a material reduction in the Grantee's base salary or target annual bonus compensation as in effect on the date immediately prior to a Change in Control, (B) the Company's assignment to the Grantee without the Grantee's consent of duties materially and adversely inconsistent with the Grantee's position, duties or responsibilities as in effect immediately before the Change in Control, including, but not limited to, any material reduction in such position, duties or responsibilities, or a change in the Grantee's title or office, as then in effect, or any removal of the Grantee from any of such positions, titles or offices, or (C) the Company's relocation of the Grantee's principal place of employment to a locale that is more than fifty (50) miles from the Grantee's principal place of employment immediately prior to the Change in Control.

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(h) **"Grant Date"** means \_\_\_\_\_, which is the date the Committee authorized this RSU grant.

(i) **"NQDC Plan"** means the Company's 2005 Amended and Restated Executive Nonqualified Excess Plan, as may be amended from time to time.

(j) **"Protection Period"** means the period beginning on the date that is six (6) months before the effective date of a Change in Control and ending on the second anniversary of the effective date of the Change in Control.

(k) **"Restricted Stock Unit(s)"** or **"RSU(s)"** means the restricted stock unit granted under Section 2.

(l) **"Retirement"** means termination of Grantee's Service (other than for Cause or due to a Change in Control Termination) on or after attainment of age 55 with at least 15 full years of aggregate Service and provided further that the Grantee does not subsequently obtain employment with another employer. For clarity, only twelve (12) months of continuous Service shall count as a full year of Service for purposes of determining if Grantee is eligible for Retirement.

(m) **"Service"** means the performance of services for the Company (or any Affiliate) by a person in the capacity of an officer or other employee or key person (including consultants).

**2. Grant of Restricted Stock Units.** Subject to the terms and conditions set forth herein, the Company hereby grants to the Grantee an aggregate of \_\_\_\_\_ Restricted Stock Units ("RSUs").

**3. Vesting Schedule.** No RSUs may be settled until they shall have vested. Except as otherwise set forth in this Agreement or in the Plan, the RSUs will vest in three tranches on each of the first, second and third anniversaries of the Grant Date and the Grantee's provision of three periods of Credited Service. The first tranche, equal to 33% of the RSUs granted, will vest on the first anniversary of the Grant Date and the Grantee's provision of one period of Credited Service. The second tranche, equal to 33% of the RSUs granted, will vest on the second anniversary of the Grant Date and the Grantee's provision of a second period of Credited Service. The final tranche, equal to 34% of the RSUs granted, will vest on the third anniversary of the Grant Date and the Grantee's provision of a third period of Credited Service.

**4. Settlement and Deferral of RSUs.**

(a) Each vested RSU entitles the Grantee to receive one share of Stock on the "Settlement Date," which shall be the later of (i) the vesting date for such RSU, provided, however, if there is an accelerated vesting of all or a portion of the RSUs under Section 6 hereof, the Settlement Date for any such accelerated RSUs shall be the date on which it is determined that the conditions to acceleration have been met or (ii) the end of the deferral period specified by the Grantee. The deferral period shall be no less than four (4) years and five (5) days from the Grant Date. Such deferral election shall be made within 30 days of the Grant Date. The deferral of RSUs shall be subject to the NQDC Plan and the applicable deferral election.

(b) Shares of Stock underlying the RSUs shall be issued and delivered to the Grantee in accordance with paragraph (a) and upon compliance to the satisfaction of the Committee with all requirements under applicable laws or regulations in connection with such issuance and with the requirements hereof and of the Plan. The determination of the Committee as to such compliance shall be final and binding on the Grantee. The shares of Stock delivered to

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the Grantee pursuant to this Section 4 shall be free and clear of all liens, fully paid and non-assessable. In no event shall fractional shares of Stock be issued.

(c) Until such time as shares of Stock have been issued to the Grantee pursuant to paragraph (b) above, and except as set forth in Section 5 below regarding dividend equivalents, the Grantee shall not have any rights as a holder of the shares of Stock underlying this Grant including but not limited to voting rights.

(d) The Grantee may be required to pay to the Company or any Affiliate, and the Company or any Affiliate shall have the right and is hereby authorized to withhold from any shares of Stock or other property deliverable under the RSU or from any compensation or other amounts owing to the Grantee the amount (in cash, Stock or other property) of any required tax withholding and payroll taxes in respect of an RSU vesting or settlement and to take such other action as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such taxes.

(e) Without limiting the generality of clause (d) above, in the Committee's sole discretion the Grantee may satisfy, in whole or in part, the foregoing withholding liability by having the Company withhold from the number of shares of Stock otherwise issuable pursuant to the settlement of the RSU a number of shares with a Fair Market Value equal to such withholding liability.

**5. Dividend Equivalents.** If on any date the Company shall pay any cash dividend on shares of Stock of the Company, the number of RSUs credited to the Grantee shall, as of such date, be increased by an amount determined by the following formula:

$W = (X \text{ multiplied by } Y) \text{ divided by } Z, \text{ where:}$

$W$  = the number of additional RSUs to be credited to the Grantee on such dividend payment date;

$X$  = the aggregate number of RSUs (whether vested or unvested) credited to the Grantee as of the record date of the dividend;

$Y$  = the cash dividend per share amount; and

$Z$  = the Fair Market Value per share of Stock (as determined under the Plan) on the dividend payment date.

**6. Termination of Service.**

(a) Except as provided below, if the Grantee's Service terminates for any reason prior to the Settlement Date, then all vested RSUs shall be settled in accordance with Section 4, and any unvested RSUs shall be forfeited.

(b) If the Grantee's Service terminates due to Retirement at any time after six (6) months from the Grant Date but before the Settlement Date, then provided that the Grantee continuously remains in Retirement status after termination of Service, the Grantee shall continue to vest in all of the Grantee's RSUs according to the schedule established in Section 3 as though the Grantee's Service had not terminated (and, for the sake of clarity, as though the Grantee met all Credited Service requirements), and such RSUs shall be settled at the time specified in Section 4 hereof.

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(c) If the Grantee's Service terminates due to a Change in Control Termination after the Grant Date but before the Settlement Date, then on the date of the Grantee's termination (or, if later, on the effective date of the Change in Control), 100% of the RSUs shall become immediately vested and settled according to Section 4 hereof.

(d) In the event of the Grantee's death or if the Committee determines, in its sole discretion, that the Grantee has become Disabled, in each case, after the Grant Date and prior to third anniversary of the Grant Date), 100% of the RSUs shall become immediately vested and, regardless of the Grantee's deferral election, the Company as soon as reasonably practicable shall issue shares of Stock to the Grantee (or the Grantee's designated beneficiary or estate executor in the event of the Grantee's death) with respect to the RSUs that have vested hereunder but for which shares of Stock had not yet been issued to the Grantee.

(e) If the Grantee's Service is terminated by the Company without Cause or by the Grantee for Good Reason, in each case after the Grant Date (other than due to a Change in Control Termination), then a pro-rata portion of the RSUs based on a fraction equal to the number of full calendar months that have elapsed from the Grant Date through and inclusive of the termination date divided by 36, less any RSUs that have previously vested and settled prior to the termination date, shall become immediately vested and settled according to Section 4 hereof.

(f) If the Grantee's service terminates for Cause, then any outstanding RSUs, whether vested or unvested, shall be forfeited and cancelled as of the Grantee's termination date. If the Grantee's employment is terminated due to a reason specified in (b)-(e) above but, after such termination, the Committee determines that it would have had Cause to terminate the Grantee's Service if all the relevant facts had been known to the Committee as of the date of the Grantee's termination, then all outstanding RSUs shall immediately be forfeited and cancelled, whether or not vested, as of the date of the Committee's determination.

## **7. Company; Grantee.**

(a) The term "Company" as used in this Agreement with reference to employment shall include the Company, its Subsidiaries and its Affiliates, as appropriate.

(b) Whenever the word "Grantee" is used in any provision of this Agreement under circumstances where the provision should logically be construed to apply to the beneficiaries, the executors, the administrators, or the person or persons to whom the RSUs may be transferred by will or by the laws of descent and distribution, the word "Grantee" shall be deemed to include such person or persons.

**8. Non-Transferability.** The RSUs granted herein are not transferable by the Grantee other than to a designated beneficiary upon death, by will or the laws of descent and distribution, to a trust solely for the benefit of the Grantee or his/her immediate family or, in the case of the RSUs being held by such a trust, by the trustee.

## **9. Forfeiture for Violation of Restrictive Covenants.**

(a) **Non-Compete.** The Grantee agrees that during the term of the Grantee's employment and for a period of two years thereafter (the "Coverage Period") the Grantee will not engage in, consult with, participate in, hold a position as shareholder, director, officer, consultant, employee, partner or investor, or otherwise assist any business entity (i) in any State of the United States of America or (ii) in any other country in which the Company (which, for the avoidance of doubt, includes for all purposes of this Section 9 any and all of its divisions, Affiliates or Subsidiaries) has business activities, in either case, that is engaged in (A)

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any activities that are competitive with the business of providing (I) healthcare or other personnel on a temporary or permanent placement basis to hospitals, healthcare facilities, healthcare provider practice groups or other entities, (II) managed services programs, workforce management systems, workforce consulting services, predictive modeling, staff scheduling, credentialing services, revenue cycle solutions, or language services or (III) healthcare workforce technology platforms, including language services, software-as-a-service vendor management solutions, workforce optimization services, recruitment process outsourcing services, telehealth services, credentialing services, and flex pool management and other outsourced solutions services, or (B) any other business in which the Company is then engaged, in each case, including any and all business activities reasonably related thereto.

(b) **Non-Solicit.** The Grantee agrees that during the Coverage Period, the Grantee shall not solicit, attempt to solicit or endeavor to entice away from the Company any person who, at any time during the term of the Grantee's employment was a healthcare professional (including a healthcare executive) of the Company, or an employee, customer, permanent placement candidate, client or supplier of the Company.

(c) **Confidential and Proprietary Information.** The Grantee agrees that the Grantee will not, at any time make use of or divulge to any other person, firm or corporation any confidential or proprietary information concerning the business or policies of the Company (which includes, for the avoidance of doubt, any and all of its divisions, Affiliates or Subsidiaries). For purposes of this Agreement, any confidential information shall constitute any information designated as confidential or proprietary by the Company or otherwise known by the Grantee to be confidential or proprietary information including, without limitation, customer information. The Grantee acknowledges and agrees that for purposes of this Agreement, "customer information" includes without limitation, customer lists, all lists of professional personnel, names, addresses, phone numbers, contact persons, preferences, pricing arrangements, requirements and practices. The Grantee's obligation under this Section 9(c) shall not apply to any information that (i) is known publicly; (ii) is in the public domain or hereafter enters the public domain without the fault of the Grantee; or (iii) is hereafter disclosed to the Grantee by a third party not under an obligation of confidence to the Company. The Grantee agrees not to remove from the premises of the Company, except as an employee of the Company in pursuit of the business of the Company or except as specifically permitted in writing by the Company, any document or other object containing or reflecting any such confidential or proprietary information. The Grantee recognizes that all such information, whether developed by the Grantee or by someone else, will be the sole exclusive property of the Company. Upon termination of employment, the Grantee shall forthwith deliver to the Company all such confidential or proprietary information, including without limitation all lists of customers, pricing methods, financial structures, correspondence, accounts, records and any other documents, computer disks, computer programs, software, laptops, modems or property made or held by the Grantee or under the Grantee's control in relation to the business or affairs of the Company, and no copy of any such confidential or proprietary information shall be retained by the Grantee.

(d) **Forfeiture for Violations.** If the Grantee shall at any time violate the provisions of Section 9(a), (b), or (c), the Grantee shall immediately forfeit his/her RSUs

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(whether vested or unvested) and any issuance of shares of Stock that occurs after (or within six (6) months before) any such violation shall be void *ab initio*.

(e) **Additional Agreement.** For the avoidance of doubt, this Section 9 shall be in addition to and shall not supersede (or be superseded by) any other agreements related to the subject matter of this Section 9 contained in any confidentiality agreement, noncompetition agreement or any other agreement between the Grantee and the Company.

**10. Rights as Stockholder.** The Grantee or a transferee of the RSUs shall have no rights as a stockholder with respect to any share of Stock covered by the RSUs until the Grantee shall have become the holder of record of such share of Stock and no adjustment shall be made for dividends or distributions or other rights in respect of such share of Stock for which the record date is prior to the date upon which Grantee shall become the holder of record thereof.

**11. Successor.** The obligations of the Company under this Agreement shall be binding upon any successor corporation or organization resulting from the merger, consolidation or other reorganization of the Company, or upon any successor corporation or organization succeeding to substantially all of the assets and business of the Company. The Company agrees that it will make appropriate provisions for the preservation of the Grantee's rights under this Agreement in any agreement or plan that it may enter into or adopt to effect any such merger, consolidation, reorganization or transfer of assets.

**12. Notice.** Every notice or other communication relating to this Agreement shall be in writing, and shall be mailed to or delivered by hand, by mail or electronic transmission (with confirmation of transmission) to the party for whom it is intended at such address as may from time to time be designated by it in a notice mailed or delivered to the other party as herein provided, provided that, unless and until some other address be so designated, all notices or communications by the Grantee to the Company shall be mailed or delivered to the Company at its principal executive office, and all notices or communications by the Company to the Grantee may be given to the Grantee personally or may be mailed or e-mailed to the Grantee at the Grantee's address or e-mail as recorded in the records of the Company.

**13. No Right to Continued Employment.** This Agreement shall not be construed as giving the Grantee the right to be retained in the employ or service of the Company, a Subsidiary or an Affiliate. Further, the Company or an Affiliate may at any time dismiss the Grantee or discontinue any consulting relationship, free from any liability or any claim under this Agreement, except as otherwise expressly provided herein.

**14. Binding Effect.** Subject to Section 8 hereof, this Agreement shall be binding upon the heirs, executors, administrators and successors of the parties hereto.

**15. Amendment of Agreement.** The Committee may, to the extent consistent with the terms of this Agreement, waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, any portion of the RSUs heretofore granted, prospectively or

retroactively; provided that any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would adversely impair the rights of the Grantee in respect of any RSUs already granted shall not to that extent be effective without the consent of the Grantee.

**16. RSUs Subject to Plan and NQDC Plan.** By entering into this Agreement, the Grantee agrees and acknowledges that the Grantee has received and read a copy of the Plan and a copy of the NQDC Plan. The RSUs are subject to the terms of Plan, and the NQDC Plan if the RSUs are deferred under the NQDC Plan. The terms and provisions of the

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plans as they may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of either the Plan or the NQDC Plan, the applicable terms and provisions of the applicable plan will govern and prevail.

**17. Governing Law.** This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Delaware without regard to the principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction that could cause the application of the laws of any jurisdiction other than the State of Delaware.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the day and year first above written.

Chief Legal Officer

AMN Healthcare Services, Inc.

By:

Name:

Title:

Responsible for overall policy implementation and for preclearance of **trades** by **Covered Persons** (as defined in Part I.F above).

Responsible for general administration of the policy and oversight of the Pre-Clearance Log on the Company's Equity Administrator SharePoint site and ensuring this policy remains current.

**GRANTEE**

Equity Administration Team

By: \_\_\_\_\_ Corporate Counsel, Securities & Corporate Governance Responsible to prepare and file Form 4s as required.

Name: All Team Members of the Company and its Subsidiaries Responsible for strict adherence to this Securities Trading Policy and Procedure.

**AMN HEALTHCARE  
EQUITY PLAN  
RESTRICTED STOCK UNIT AGREEMENT**

THIS RESTRICTED STOCK UNIT AGREEMENT (the "Agreement"), made this \_\_\_\_\_, by and between AMN Healthcare Services, Inc. (the "Company"), a Delaware corporation, and \_\_\_\_\_ (the "Grantee").

WITNESSETH:

WHEREAS, the Company sponsors the AMN Healthcare 2017 Equity Plan, (as may be amended from time to time, the "Plan"), and desires to afford the Grantee the opportunity to share in the appreciation of the Company's common stock, par value \$0.01 per share ("Stock") thereunder, thereby strengthening the Grantee's commitment to the welfare of the Company and Affiliates and promoting an identity of interest between stockholders and the Grantee.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto hereby agree as follows:

**1. Definitions.**

The following definitions shall be applicable throughout the Agreement. Where capitalized terms are used but not defined herein, their meaning shall be that set forth in the Plan (unless the context indicates otherwise).

(a) **"Affiliate"** means (i) any entity that directly or indirectly is controlled by, or is under common control with, the Company and (ii) any entity in which the Company has a significant equity interest, in either case, as determined by the Committee.

(b) **"Cause"** means any of the following: (i) Grantee's failure to perform in any material respect his or her duties as an employee of the Company, (ii) Grantee's violation of the Company's Code of Business Conduct, Code of Ethics for Senior Financial Officers and Principal Executive Officer, and/or Securities Trading Policy, (iii) the engaging by Grantee in willful misconduct or gross negligence which is injurious to the Company or any of its affiliates, monetarily or otherwise, (iv) the commission by the Grantee of an act of fraud or embezzlement against the Company or any of its affiliates, (v) the conviction of the Grantee of a crime which constitutes a felony or any lesser crime that involves Company property or a pleading of guilty or nolo contendere with respect to a crime which constitutes a felony or any lesser crime that involves Company property, or (vi) violation of any of the restrictive covenants in Section 9 hereof.

(c) **"Change in Control"** means:

(i) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of a majority of the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors;

(ii) the sale of all or substantially all of the business or assets of the Company; or

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(iii) the consummation of a merger, consolidation or similar form of corporate transaction involving the Company that requires the approval of the Company's stockholders, whether for such transaction or the issuance of securities in the transaction (a "Business Combination"), if immediately following such Business Combination: (A) a Person is or becomes the beneficial owner, directly or indirectly, of a majority of the combined voting power of the outstanding voting securities eligible to elect directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation), or (B) the Company's stockholders prior to the Business Combination thereafter cease to beneficially own, directly or indirectly, a majority of the combined voting power of the outstanding voting securities eligible to elect directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation), counting for this purpose only voting securities of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation) received by such stockholders in connection with the Business Combination. "Surviving Corporation" shall mean the corporation resulting from a Business Combination, and "Parent Corporation" shall mean the ultimate parent corporation that directly or indirectly has beneficial ownership of a majority of the combined voting power of the then outstanding voting securities of the Surviving Corporation entitled to vote generally in the election of directors.

(d) **"Change in Control Termination"** means the Company's termination of the Grantee's Service without Cause (other than due to death or Disability) during the Protection Period.

(e) **"Credited Service"** means the Grantee's performance of Service on a substantially full time basis for a continuous twelve-month period. For this purpose, substantially full time basis shall mean that the Grantee provides regular and recurring services to the Company of at least 32 hours each week. The taking of approved paid time off or legally mandated leave, such as FMLA, does not interrupt this period of Credited

Service. Notwithstanding the foregoing, the Committee, in its sole discretion, may treat periods of less than full time employment, in whole or in part, as not interrupting or terminating Credited Service.

- (f) **"Disabled"** has the meaning set forth in Section 13(c)(ii) of the Plan.
- (g) **"Grant Date"** means \_\_\_\_\_, which is the date the Committee authorized this RSU grant.
- (h) **"NQDC Plan"** means the Company's 2005 Amended and Restated Executive Nonqualified Excess Plan, as may be amended from time to time.
- (i) **"Protection Period"** means the period beginning on the date that is six (6) months before the effective date of a Change in Control and ending on the second anniversary of the effective date of the Change in Control.
- (j) **"Restricted Stock Unit(s)"** or **"RSU(s)"** means the restricted stock unit granted under Section 2.
- (k) **"Retirement"** means termination of Grantee's Service on or after attainment of age 55 with at least 15 full years of aggregate Service and provided further that the Grantee does not subsequently obtain employment with another employer. For clarity, only twelve (12) months of continuous Service shall count as a full year of Service for purposes of determining if Grantee is eligible for Retirement.

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(l) **"Service"** means the performance of services for the Company (or any Affiliate) by a person in the capacity of an officer or other employee or key person (including consultants).

**2. Grant of Restricted Stock Units.** Subject to the terms and conditions set forth herein, the Company hereby grants to the Grantee an aggregate of \_\_\_\_\_ Restricted Stock Units ("RSUs").

**3. Vesting Schedule.** No RSUs may be settled until they shall have vested. Except as otherwise set forth in this Agreement or in the Plan, the RSUs will vest in three tranches on each of the first, second and third anniversaries of the Grant Date and the Grantee's provision of three periods of Credited Service. The first tranche, equal to 33% of the RSUs granted, will vest on the first anniversary of the Grant Date and the Grantee's provision of one period of Credited Service. The second tranche, equal to 33% of the RSUs granted, will vest on the second anniversary of the Grant Date and the Grantee's provision of a second period of Credited Service. The final tranche, equal to 34% of the RSUs granted, will vest on the third anniversary of the Grant Date and the Grantee's provision of a third period of Credited Service.

**4. Settlement and Deferral of RSUs.**

(a) Each vested RSU entitles the Grantee to receive one share of Stock on the **"Settlement Date,"** which shall be the later of (i) the vesting date for such RSU (or as soon as practicable thereafter), provided, however, if there is an accelerated vesting of all or a portion of the RSUs under Section 6 hereof, then the Settlement Date for any such accelerated RSUs shall be the date on which it is determined that the conditions to acceleration have been met or (ii) the end of the deferral period specified by the Grantee. The deferral period shall be no less than four (4) years and five (5) days from the Grant Date. Such deferral election shall be made within 30 days of the Grant Date. The deferral of RSUs shall be subject to the NQDC Plan and the applicable deferral election.

(b) Shares of Stock underlying the RSUs shall be issued and delivered to the Grantee in accordance with paragraph (a) and upon compliance to the satisfaction of the Committee with all requirements under applicable laws or regulations in connection with such issuance and with the requirements hereof and of the Plan. The determination of the Committee as to such compliance shall be final and binding on the Grantee. The shares of Stock delivered to the Grantee pursuant to this Section 4 shall be free and clear of all liens, fully paid and non-assessable. In no event shall fractional shares of Stock be issued.

(c) Until such time as shares of Stock have been issued to the Grantee pursuant to paragraph (b) above, and except as set forth in Section 5 below regarding dividend equivalents, the Grantee shall not have any rights as a holder of the shares of Stock underlying this Grant including but not limited to voting rights.

(d) The Grantee may be required to pay to the Company or any Affiliate, and the Company or any Affiliate shall have the right and is hereby authorized to withhold from any shares of Stock or other property deliverable under the RSU or from any compensation or other amounts owing to the Grantee the amount (in cash, Stock or other property) of any required tax withholding and payroll taxes in respect of an RSU

vesting or settlement and to take such other action as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such taxes.

(e) Without limiting the generality of clause (d) above, in the Committee's sole discretion the Grantee may satisfy, in whole or in part, the foregoing withholding liability by having the Company withhold from the number of shares of Stock

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otherwise issuable pursuant to the settlement of the RSU a number of shares with a Fair Market Value equal to such withholding liability.

**5. Dividend Equivalents.** If on any date the Company shall pay any cash dividend on shares of Stock of the Company, the number of RSUs credited to the Grantee shall, as of such date, be increased by an amount determined by the following formula:

$W = (X \text{ multiplied by } Y) \text{ divided by } Z, \text{ where:}$

$W = \text{the number of additional RSUs to be credited to the Grantee on such dividend payment date;}$

$X = \text{the aggregate number of RSUs (whether vested or unvested) credited to the Grantee as of the record date of the dividend;}$

$Y = \text{the cash dividend per share amount; and}$

$Z = \text{the Fair Market Value per share of Stock (as determined under the Plan) on the dividend payment date.}$

**6. Termination of Service.**

(a) Except as provided below, if the Grantee's Service terminates for any reason prior to the Settlement Date, then all vested RSUs shall be settled in accordance with Section 4, and any unvested RSUs shall be forfeited.

(b) If the Grantee's Service terminates due to Retirement at any time after 6 (six) months from the Grant Date but before the Settlement Date, then provided that the Grantee continuously remains in Retirement status after termination of Service, the Grantee shall continue to vest in all of the Grantee's RSUs according to the schedule established in Section 3 as though the Grantee's Service had not terminated (and, for the sake of clarity, as though the Grantee met all Credited Service requirements), and such RSUs shall be settled at the time specified in Section 4 hereof.

(c) If the Grantee's Service terminates due to a Change in Control Termination after the Grant Date but before the Settlement Date, then on the date of the Grantee's termination (or, if later, on the effective date of the Change in Control), 100% of the RSUs shall become immediately vested and settled according to Section 4 hereof.

(d) In the event of the Grantee's death or if the Committee determines, in its sole discretion, that the Grantee has become Disabled, in each case, after the Grant Date and prior to third anniversary of the Grant Date), 100% of the RSUs shall become immediately vested and, regardless of the Grantee's deferral election, the Company as soon as reasonably practicable shall issue shares of Stock to the Grantee (or the Grantee's designated beneficiary or estate executor in the event of the Grantee's death) with respect to the RSUs that have vested hereunder but for which shares of Stock had not yet been issued to the Grantee. The Committee may also, in its sole discretion, delegate authority to the Executive Officers to make the determination that a Grantee has become Disabled, and such determination shall have the same effect as if such determination was made by the Committee.

(e) If the Grantee's Service is terminated by the Company without Cause after the Grant Date (other than due to a Change in Control Termination), then a pro-rata portion of the RSUs based on a fraction equal to the number of full calendar months that have elapsed from the Grant Date through and inclusive of the termination date divided by 36, less any

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RSUs that have previously vested and settled prior to the termination date, shall continue to vest according to the schedule established in Section 3 as though the Grantee's Service had not terminated (and, for the sake of clarity, as though the Grantee met all Credited Service requirements), and such RSUs shall be settled at the time specified in Section 4 hereof.

(f) If the Grantee's service terminates for Cause, then any outstanding RSUs, whether vested or unvested, shall be forfeited and cancelled as of the Grantee's termination date. If the Grantee's employment is terminated due to a reason specified in (b)-(d) above but, after such termination, the Committee determines that it would have had Cause to terminate the Grantee's Service if all the relevant facts had been known to the Committee as of the date of the Grantee's termination, then all outstanding RSUs shall immediately be forfeited and cancelled, whether or not vested, as of the date of the Committee's determination.

## **7. Company; Grantee.**

(a) The term "Company" as used in this Agreement with reference to employment shall include the Company, its Subsidiaries and its Affiliates, as appropriate.

(b) Whenever the word "Grantee" is used in any provision of this Agreement under circumstances where the provision should logically be construed to apply to the beneficiaries, the executors, the administrators, or the person or persons to whom the RSUs may be transferred by will or by the laws of descent and distribution, the word "Grantee" shall be deemed to include such person or persons.

**8. Non-Transferability.** The RSUs granted herein are not transferable by the Grantee other than to a designated beneficiary upon death, by will or the laws of descent and distribution, to a trust solely for the benefit of the Grantee or his/her immediate family or, in the case of the RSUs being held by such a trust, by the trustee.

## **9. Forfeiture for Violation of Restrictive Covenants.**

(a) **Non-Compete.** The Grantee agrees that during the term of the Grantee's employment and for a period of two years thereafter (the "Coverage Period") the Grantee will not engage in, consult with, participate in, hold a position as shareholder, director, officer, consultant, employee, partner or investor, or otherwise assist any business entity (i) in any State of the United States of America or (ii) in any other country in which the Company (which, for the avoidance of doubt, includes for all purposes of this Section 9 any and all of its divisions, Affiliates or Subsidiaries) has business activities, in either case, that is engaged in (A) any activities that are competitive with the business of providing (I) healthcare or other personnel on a temporary or permanent placement basis to hospitals, healthcare facilities, healthcare provider practice groups or other entities, (II) managed services programs, workforce management systems, workforce consulting services, predictive modeling, staff scheduling, credentialing services, revenue cycle solutions, or language services or (III) healthcare workforce technology platforms, including language services, software-as-a-service vendor management solutions, workforce optimization services, recruitment process outsourcing services, telehealth services, credentialing services, and flex pool management and other outsourced solutions services or (B) any other business in which the Company is then engaged, in each case, including any and all business activities reasonably related thereto.

(b) **Non-Solicit.** The Grantee agrees that during the Coverage Period, the Grantee shall not solicit, attempt to solicit or endeavor to entice away from the Company any person who, at any time during the term of the Grantee's employment was a healthcare

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professional (including a healthcare executive) of the Company, or an employee, customer, permanent placement candidate, client or supplier of the Company.

(c) **Confidential and Proprietary Information.** The Grantee agrees that the Grantee will not, at any time make use of or divulge to any other person, firm or corporation any confidential or proprietary information concerning the business or policies of the Company (which includes, for the avoidance of doubt, any and all of its divisions, Affiliates or Subsidiaries). For purposes of this Agreement, any confidential information shall constitute any information designated as confidential or proprietary by the Company or otherwise known by the Grantee to be confidential or proprietary information including, without limitation, customer information. The Grantee acknowledges and agrees that for purposes of this Agreement, "customer information" includes without limitation, customer lists, all lists of professional personnel, names, addresses, phone numbers, contact persons, preferences, pricing arrangements, requirements and practices. The Grantee's obligation under this Section 9(c) shall not apply to any information that (i) is known publicly; (ii) is in the public domain or hereafter enters the public domain without the fault of the Grantee; or (iii) is hereafter disclosed to the Grantee by a third party not under an obligation of confidence to the Company. The Grantee agrees not to remove from the premises of the Company, except as an employee of the Company in pursuit of the business of the Company or except as specifically permitted in writing by the Company, any document or other object containing or reflecting any such confidential or proprietary information. The Grantee recognizes that all such information, whether developed by the Grantee or by someone else, will be the sole exclusive property of the Company. Upon termination of employment, the Grantee shall forthwith deliver to the Company all such confidential or proprietary information, including without limitation all lists of customers, pricing methods, financial structures, correspondence, accounts, records and any other documents,

computer disks, computer programs, software, laptops, modems or property made or held by the Grantee or under the Grantee's control in relation to the business or affairs of the Company, and no copy of any such confidential or proprietary information shall be retained by the Grantee.

(d) **Forfeiture for Violations.** If the Grantee shall at any time violate the provisions of Section 9(a), (b), or (c), the Grantee shall immediately forfeit his/her RSUs (whether vested or unvested) and any issuance of shares of Stock that occurs after (or within six (6) months before) any such violation shall be void *ab initio*.

(e) **Additional Agreement.** For the avoidance of doubt, this Section 9 shall be in addition to and shall not supersede (or be superseded by) any other agreements related to the subject matter of this Section 9 contained in any confidentiality agreement, noncompetition agreement or any other agreement between the Grantee and the Company.

**10. Rights as Stockholder.** The Grantee or a transferee of the RSUs shall have no rights as a stockholder with respect to any share of Stock covered by the RSUs until the Grantee shall have become the holder of record of such share of Stock and no adjustment shall be made for dividends or distributions or other rights in respect of such share of Stock for which the record date is prior to the date upon which Grantee shall become the holder of record thereof.

**11. Successor.** The obligations of the Company under this Agreement shall be binding upon any successor corporation or organization resulting from the merger,

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consolidation or other reorganization of the Company, or upon any successor corporation or organization succeeding to substantially all of the assets and business of the Company. The Company agrees that it will make appropriate provisions for the preservation of the Grantee's rights under this Agreement in any agreement or plan that it may enter into or adopt to effect any such merger, consolidation, reorganization or transfer of assets.

**12. Notice.** Every notice or other communication relating to this Agreement shall be in writing, and shall be mailed to or delivered by hand, by mail or electronic transmission (with confirmation of transmission) to the party for whom it is intended at such address as may from time to time be designated by it in a notice mailed or delivered to the other party as herein provided, provided that, unless and until some other address be so designated, all notices or communications by the Grantee to the Company shall be mailed or delivered to the Company at its principal executive office, and all notices or communications by the Company to the Grantee may be given to the Grantee personally or may be mailed or e-mailed to the Grantee at the Grantee's address or e-mail as recorded in the records of the Company.

**13. No Right to Continued Employment.** This Agreement shall not be construed as giving the Grantee the right to be retained in the employ or service of the Company, a Subsidiary or an Affiliate. Further, the Company or an Affiliate may at any time dismiss the Grantee or discontinue any consulting relationship, free from any liability or any claim under this Agreement, except as otherwise expressly provided herein.

**14. Binding Effect.** Subject to Section 8 hereof, this Agreement shall be binding upon the heirs, executors, administrators and successors of the parties hereto.

**15. Amendment of Agreement.** The Committee may, to the extent consistent with the terms of this Agreement, waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, any portion of the RSUs heretofore granted, prospectively or retroactively; provided that any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would adversely impair the rights of the Grantee in respect of any RSUs already granted shall not to that extent be effective without the consent of the Grantee.

**16. RSUs Subject to Plan and NQDC Plan.** By entering into this Agreement, the Grantee agrees and acknowledges that the Grantee has received and read a copy of the Plan and a copy of the NQDC Plan. The RSUs are subject to the terms of Plan, and the NQDC Plan if the RSUs are deferred under the NQDC Plan. The terms and provisions of the plans as they may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of either the Plan or the NQDC Plan, the applicable terms and provisions of the applicable plan will govern and prevail.

**17. Governing Law.** This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Delaware without regard to the principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction that could cause the application of the laws of any jurisdiction other than the State of Delaware.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**AMN Healthcare Services, Inc.**

**By:**

Name:

Title:

**GRANTEE**

**By:**

Name:

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**AMN HEALTHCARE  
EQUITY PLAN  
PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT  
(ADJUSTED EBITDA PERFORMANCE)**

THIS PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT (the "Agreement"), made this \_\_\_\_\_, by and between AMN Healthcare Services, Inc. (the "Company"), a Delaware corporation, and \_\_\_\_\_, (the "Grantee").

**WITNESSETH:**

WHEREAS, the Company sponsors the AMN Healthcare 2017 Equity Plan (as may be amended from time to time, the "Plan"), and desires to afford the Grantee the opportunity to receive shares of the Company's common stock, par value \$0.01 per share ("Stock"), thereunder, thereby strengthening the Grantee's commitment to the welfare of the Company and Affiliates and promoting an identity of interest between stockholders and the Grantee.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto hereby agree as follows:

**1. Definitions.**

The following definitions shall be applicable throughout the Agreement. Where capitalized terms are used but not defined herein, their meaning shall be that set forth in the Plan (unless the context indicates otherwise).

(a) "Adjusted EBITDA" means for the Company and its wholly owned Subsidiaries on a consolidated basis, net income (loss) plus interest expense (net of interest income), income taxes, depreciation and amortization, acquisition related costs, stock-based compensation expense, integration expenses, debt refinancing and other corporate reorganizational costs, extraordinary legal costs (including damages, settlements and attorney's fees), changes in GAAP treatment of revenue/expenses, discontinued operations, goodwill and other identified intangible asset

impairments and expenses resulting from severance arrangements with terminated employees, and net income (loss) from discontinued operations, net of taxes.

(b) **“Adjusted EBITDA Growth Rate”** means, with respect to any calendar year in the Performance Period, the percentage by which the Adjusted EBITDA for such calendar year exceeds the Adjusted EBITDA of the immediately preceding calendar year; provided that if the Adjusted EBITDA for the first or second calendar year in the Performance Period was less than the total dollar amount required to achieve the Threshold Ratio to Adjusted EBITDA Performance Target in Schedule I attached hereto for such year, the Adjusted EBITDA for the first or second calendar year of the Performance Period for purposes of this definition will be deemed to be the lowest dollar amount that was required to achieve the Threshold Ratio to Adjusted EBITDA Performance Target for such year; and provided further that, if the Adjusted EBITDA for such first or second calendar year exceeded the total dollar amount required to achieve the Maximum Ratio to Adjusted EBITDA Performance Target in Schedule I for such year, the Adjusted EBITDA for the first or second calendar year of the Performance Period for purposes of this definition will be deemed to be the lowest dollar amount that was required to achieve the Maximum Ratio to Adjusted EBITDA Performance Target for such year. Notwithstanding the foregoing, unless otherwise determined by the Committee, if the Company (or one of its Subsidiaries) acquires a business during the Performance Period, then, for purposes of calculating the Adjusted EBITDA Growth Rate for 2025 and 2026, the Adjusted EBITDA for the immediately preceding calendar year in the Performance Period shall be adjusted to include the pro-forma Adjusted EBITDA of the acquired business from the time period of one year prior to the acquisition date to the end of the immediately preceding calendar year. Additionally, to determine the EBITDA growth rate for the

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calendar year immediately following the acquisition, the Adjusted EBITDA for the calendar year of the acquisition shall be adjusted to include pro-forma Adjusted EBITDA of the acquired business from January 1<sup>st</sup> to the day prior to the acquisition date. For the purposes of clarity, unless otherwise determined by the Committee, the performance of any acquisitions made by the Company during 2024 will be not be considered when calculating the Adjusted EBITDA Growth Rate for 2024.

(c) **“Affiliate”** means (i) any entity that directly or indirectly is controlled by, or is under common control with, the Company and (ii) any entity in which the Company has a significant equity interest, in either case, as determined by the Committee.

(d) **“Cause”** means (i) the definition of “cause” provided in the employment or severance agreement in effect between the Grantee and the Company or any Affiliate or (ii) if no such agreement exists, then the occurrence of any of the following, as determined by the Company in its reasonable discretion: (A) Grantee’s failure to perform in any material respect his or her duties as an employee of the Company, (B) violation of the Company’s Code of Business Conduct, Code of Ethics for Senior Financial Officers and Principal Executive Officer (if applicable), and/or Securities Trading Policy, (C) the engaging by the Grantee in willful misconduct or gross negligence which is injurious to the Company or any of its Affiliates, monetarily or otherwise, (D) the commission by Grantee of an act of fraud or embezzlement against the Company or any of its Affiliates, (E) the conviction of the Grantee of a crime which constitutes a felony or any lesser crime that involves Company property or a pleading of guilty or nolo contendere with respect to a crime which constitutes a felony or any lesser crime that involves Company property, or (F) violation of any of the restrictive covenants in Section 9 hereof.

(e) **“Change in Control”** means:

(i) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) (a “Person”) of beneficial ownership (within the meaning of Rule 13d3 promulgated under the Exchange Act) of a majority of the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors;

(ii) the sale of all or substantially all of the business or assets of the Company; or

(iii) the consummation of a merger, consolidation or similar form of corporate transaction involving the Company that requires the approval of the Company’s stockholders, whether for such transaction or the issuance of securities in the transaction (a “Business Combination”), if immediately following such Business Combination: (A) a Person is or becomes the beneficial owner, directly or indirectly, of a majority of the combined voting power of the outstanding voting securities eligible to elect directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation), or (B) the Company’s stockholders prior to the Business Combination thereafter cease to beneficially own, directly or indirectly, a majority of the combined voting power of the outstanding voting securities eligible to elect directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation), counting for this purpose only voting securities of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation) received by such stockholders in connection with the Business Combination. “Surviving Corporation” shall mean the corporation resulting from a Business Combination, and “Parent Corporation” shall mean the ultimate parent corporation that directly or

indirectly has beneficial ownership of a majority of the combined voting power of the then outstanding voting securities of the Surviving Corporation entitled to vote generally in the election of directors.

(f) **"Change in Control Termination"** means the occurrence of either of the following events during the Protection Period: (i) the Company's termination of the Grantee's Service without Cause (other than due to death or Disability) or (ii) the Grantee's termination of his or her Service with Good Reason at a time when the Grantee could not have been terminated for Cause.

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(g) **"Credited Service"** means the performance of Service on a substantially full time basis for a continuous twelve-month period. For this purpose, substantially full time basis shall mean that the Grantee provides regular and recurring services to the Company of at least 32 hours each week. The taking of approved paid time off or legally mandated leave, such as FMLA, does not interrupt this period of Credited Service. Notwithstanding the foregoing, the Committee may treat periods of less than full time employment, in whole or in part, as Credited Service in its sole discretion.

(h) **"Disabled"** has the meaning set forth in Section 13(c)(ii) of the Plan.

(i) **"Good Reason"** means (i) the definition of "good reason" provided in the employment or severance agreement in effect between the Grantee and the Company or any Affiliate or (ii) if no such agreement exists, then the occurrence of either of the following without the Grantee's express written consent: (A) a material reduction in the Grantee's base salary compared to the base salary in effect on the date immediately prior to the beginning of the Protection Period or (B) relocation of the Grantee's principal place of employment to a place more than 50 miles from its location as of the date immediately prior to the beginning of the Protection Period.

(j) **"Grant Date"** means \_\_\_\_\_.

(k) **"NQDC Plan"** means the Company's 2005 Amended and Restated Executive Nonqualified Excess Plan, as may be amended from time to time.

(l) **"Performance Period"** means the period of three calendar years beginning January 1, 2024.

(m) **"Performance Restricted Stock Unit(s)" or "PRSU(s)"** means the performance restricted stock units granted under Section 2.

(n) **"Protection Period"** means the period beginning on the date that is six (6) months before the effective date of a Change in Control and ending on the second anniversary of the effective date of the Change in Control.

(o) **"Retirement"** means termination of Grantee's Service (other than for Cause or due to a Change in Control Termination) on or after attainment of age 55 with at least 15 full years of aggregate Service and provided further that the Grantee does not subsequently obtain employment with another employer. For clarity, only twelve (12) months of continuous Service shall count as a full year of Service for purposes of determining if Grantee is eligible for Retirement.

(p) **"Service"** means the performance of services for the Company (or any Affiliate) by a person in the capacity of an officer or other employee or key person (including consultants).

(q) **"Vesting Date"** means the date on which the Grantee has performed three full periods of Credited Service the first period of which shall commence on the Grant Date.

**2. Grant of Performance Restricted Stock Units.** Subject to the terms and conditions set forth herein, the Company hereby grants to the Grantee \_\_\_\_\_ (the "Target Number") PRSUs. The Committee will determine the number of PRSUs at the end of the Performance Period ("Actual PRSUs") or upon a Change in Control in accordance with the performance schedule attached hereto as Schedule I (the "Performance Schedule"), which Actual PRSUs will be subject to additional time-based vesting. The number of Actual PRSUs may be greater or fewer than the Target Number.

**3. Vesting Schedule.** Except as otherwise set forth in this Agreement or in the Plan, the Actual PRSUs (as determined in accordance with the Performance Schedule) shall vest on the Vesting Date. All PRSUs that do not become Actual PRSUs shall be cancelled and be null and void on \_\_\_\_\_.

the date the Committee calculates the Adjusted EBITDA Growth Rate for the last calendar year in the Performance Period, which shall occur within sixty (60) days of the end of the Performance Period (the "Calculation Date").

**4. Settlement and Deferral of PRSUs.**

(a) Each vested Actual PRSU entitles the Grantee to receive one share of Stock on the "Settlement Date," which shall be the later of (i) the Vesting Date (or the Calculation Date, if later than the Vesting Date), and (ii) the end of the deferral period specified by the Grantee. The deferral period shall be no less than four (4) years and five (5) days from the Grant Date. Such deferral election shall be made within 30 days of the Grant Date. Any deferral of the PRSUs shall be subject to the NQDC Plan and the applicable deferral election form.

(b) Shares of Stock underlying the vested Actual PRSUs shall be issued and delivered to the Grantee in accordance with paragraph (a) and upon compliance to the satisfaction of the Committee with all requirements under applicable laws or regulations in connection with such issuance and with the requirements hereof and of the Plan. The determination of the Committee as to such compliance shall be final and binding on the Grantee. The shares of Stock delivered to the Grantee pursuant to this Section 4 shall be free and clear of all liens, fully paid and non-assessable. In no event shall fractional shares of Stock be issued.

(c) Until such time as shares of Stock have been issued to the Grantee pursuant to paragraph (b) above, and except as set forth in Section 5 below regarding dividend equivalents, the Grantee shall not have any rights as a holder of the shares of Stock underlying this Grant including but not limited to voting rights.

(d) The Grantee may be required to pay to the Company or any Affiliate, and the Company or any Affiliate shall have the right and is hereby authorized to withhold from any shares of Stock or other property deliverable in respect of a vested Actual PRSU or from any compensation or other amounts owing to the Grantee the amount (in cash, Stock or other property) of any required tax withholding and payroll taxes in respect of such Actual PRSUs vesting or settlement and to take such other action as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such taxes.

(e) Without limiting the generality of clause (d) above, in the Committee's sole discretion the Grantee may satisfy, in whole or in part, the foregoing withholding liability by having the Company withhold from the number of shares of Stock otherwise issuable pursuant to the settlement of vested Actual PRSUs a number of shares with a Fair Market Value equal to such withholding liability.

**5. Dividend Equivalents.** If on any date the Company shall pay any cash dividend on shares of Stock of the Company, the number of Actual PRSUs credited to the Grantee pursuant to the Performance Schedule shall, as of such date (or as of the Calculation Date if such dividend occurs before the Calculation Date), be increased by an amount determined by the following formula:

$W = (X \text{ multiplied by } Y) \text{ divided by } Z, \text{ where:}$

$W = \text{the number of additional PRSUs to be credited to the Grantee on such dividend payment date;}$

$X = \text{the aggregate number of PRSUs (whether vested or unvested) credited to the Grantee as of the record date of the dividend (or the Calculation Date, as applicable);}$

$Y = \text{the cash dividend per share amount; and}$

$Z = \text{the Fair Market Value per share of Stock (as determined under the Plan) on the dividend payment date.}$

For the avoidance of doubt, no dividend equivalents shall be credited to PRSUs prior to the determination of the number of Actual PRSUs.

**6. Termination of Service.**

(a) Except as provided below, if the Grantee's Service terminates for any reason prior to the Settlement Date, then all unvested PRSUs (or all unvested Actual PRSUs, as applicable) shall be forfeited.

(b) If the Grantee's Service terminates due to Retirement at any time after 6 (six) months from the Grant Date but before the Settlement Date, then provided that the Grantee continuously remains in Retirement status after termination of Service, the Grantee shall continue to vest in all of the Grantee's unvested PRSUs (or all unvested Actual PRSUs, as applicable) according to the terms of this Agreement as though the Grantee's Service had not terminated. For clarity, the Grantee's Actual PRSUs shall be determined at the end of the Performance Period according to the Performance Schedule based on actual performance, and such Actual PRSUs shall be settled at the time specified in Section 4 hereof.

(c) If the Grantee's Service terminates due to a Change in Control Termination after the Grant Date but before the end of the Performance Period, then on the date of the Grantee's termination or, if later, on the effective date of the Change in Control, the Actual PRSUs shall be vested and settled according to Section 4 hereof. If the Grantee's Service terminates due to a Change in Control Termination after the end of the Performance Period but before the Settlement Date, then on the date of the Grantee's termination (or, if later, on the effective date of the Change in Control), all of the Grantee's Actual PRSUs shall become immediately vested and settled according to Section 4 hereof.

(d) In the event of the Grantee's death or if the Committee's determines, in its sole discretion, that the Grantee has become Disabled, in each case, after the Grant Date and prior to the end of the Performance Period, then, upon the date of the Grantee's death or the date the Committee determines the Grantee is Disabled (for purposes of this paragraph, the "determination date"), the following percentage of the Target Number of PRSUs shall become immediately vested, be considered Actual PRSUs and, regardless of the Grantee's deferral election, be settled as soon as reasonably practicable by the Company issuing shares of Stock to the Grantee (or the Grantee's designated beneficiary or estate executor in the event of the Grantee's death): the sum of (i) the Actual PRSUs earned with respect to any completed calendar year in the Performance Period as of the determination date, plus (ii) 100% of the Target Number of PRSUs allocated to any calendar year in the Performance Period that has not yet been completed as of the determination date. In the event the Grantee dies or becomes Disabled (as determined by the Committee in its sole discretion) on or after the end of the Performance Period and prior to (or on) the Settlement Date, the Grantee shall be entitled to receive shares of Stock underlying all vested Actual PRSUs, and regardless of the Grantee's deferral election, the Company, as soon as reasonably practicable, shall issue the applicable number of shares of Stock to the Grantee (or the Grantee's designated beneficiary or estate executor in the event of the Grantee's death).

(e) If the Grantee's Service is terminated by the Company without Cause or by the Grantee for Good Reason, in each case after the Grant Date but before the end of the Performance Period (other than due to a Change in Control Termination), then a pro-rata portion of the PRSUs based on a fraction equal to the number of full calendar months that have elapsed from the first day of the Performance Period through and inclusive of the termination date divided by 36 shall remain eligible to vest at the end of the Performance Period according to the Performance Schedule based on actual performance, and such vested PRSUs shall be settled at the time specified in Section 4 hereof.

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(f) If the Grantee's employment is terminated due to a reason specified in (b)-(d) above but, after such termination, the Committee determines that it would have had Cause to terminate the Grantee's Service if all the relevant facts had been known to the Committee as of the date of the Grantee's termination, then all PRSUs and Actual PRSUs shall immediately be forfeited and cancelled, whether or not vested, as of the date of the Committee's determination.

**7. Company; Grantee.**

(a) The term "Company" as used in this Agreement with reference to employment shall include the Company, its Subsidiaries and its Affiliates, as appropriate.

(b) Whenever the word "Grantee" is used in any provision of this Agreement under circumstances where the provision should logically be construed to apply to the beneficiaries, the executors, the administrators, or the person or persons to whom the PRSUs may be transferred by will or by the laws of descent and distribution, the word "Grantee" shall be deemed to include such person or persons.

**8. Non-Transferability.** The PRSUs granted herein are not transferable by the Grantee other than to a designated beneficiary upon death, by will or the laws of descent and distribution, to a trust solely for the benefit of the Grantee or his/her immediate family or, in the case of the PRSUs being held by such a trust, by the trustee.

**9. Forfeiture for Violation of Restrictive Covenants.**

(a) **Non-Compete.** The Grantee agrees that during the term of the Grantee's employment and for a period of two years thereafter (the "Coverage Period") the Grantee will not engage in, consult with, participate in, hold a position as shareholder, director, officer, consultant, employee, partner or investor, or otherwise assist any business entity (i) in any State of the United States of America or (ii) in any other country in which the Company (which, for the avoidance of doubt, includes for all purposes of this Section 9 any and all of its divisions, Affiliates or

Subsidiaries) has business activities, in either case, that is engaged in (A) any activities that are competitive with the business of providing (I) healthcare or other personnel on a temporary or permanent placement basis to hospitals, healthcare facilities, healthcare provider practice groups or other entities, (II) managed services programs, workforce management systems, workforce consulting services, predictive modeling, staff scheduling, credentialing services, revenue cycle solutions, or language services or (III) healthcare workforce technology platforms, including language services, software-as-a-service vendor management solutions, workforce optimization services, recruitment process outsourcing services, telehealth services, credentialing services, and flex pool management and other outsourced solutions services, or (B) any other business in which the Company is then engaged, in each case, including any and all business activities reasonably related thereto.

(b) **Non-Solicit.** The Grantee agrees that during the Coverage Period, the Grantee shall not solicit, attempt to solicit or endeavor to entice away from the Company any person who, at any time during the term of the Grantee's employment was a healthcare professional (including a healthcare executive) of the Company, or an employee, customer, permanent placement candidate, client or supplier of the Company.

(c) **Confidential and Proprietary Information.** The Grantee agrees that the Grantee will not, at any time make use of or divulge to any other person, firm or corporation any confidential or proprietary information concerning the business or policies of the Company (which includes, for the avoidance of doubt, any and all of its divisions, Affiliates or Subsidiaries). For purposes of this Agreement, any confidential information shall constitute any information designated as confidential or proprietary by the Company or otherwise known by the Grantee to be confidential or proprietary information including, without limitation, customer information. The Grantee

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acknowledges and agrees that for purposes of this Agreement, "customer information" includes without limitation, customer lists, all lists of professional personnel, names, addresses, phone numbers, contact persons, preferences, pricing arrangements, requirements and practices. The Grantee's obligation under this Section 9(c) shall not apply to any information that (i) is known publicly; (ii) is in the public domain or hereafter enters the public domain without the fault of the Grantee; or (iii) is hereafter disclosed to the Grantee by a third party not under an obligation of confidence to the Company. The Grantee agrees not to remove from the premises of the Company, except as an employee of the Company in pursuit of the business of the Company or except as specifically permitted in writing by the Company, any document or other object containing or reflecting any such confidential or proprietary information. The Grantee recognizes that all such information, whether developed by the Grantee or by someone else, will be the sole exclusive property of the Company. Upon termination of employment, the Grantee shall forthwith deliver to the Company all such confidential or proprietary information, including without limitation all lists of customers, pricing methods, financial structures, correspondence, accounts, records and any other documents, computer disks, computer programs, software, laptops, modems or property made or held by the Grantee or under the Grantee's control in relation to the business or affairs of the Company, and no copy of any such confidential or proprietary information shall be retained by the Grantee.

(d) **Forfeiture for Violations.** If the Grantee shall at any time violate the provisions of Section 9(a), (b), or (c), the Grantee shall immediately forfeit his/her Actual PRSUs (whether vested or unvested) and any issuance of shares of Stock that occurs after (or within six (6) months before) any such violation shall be void ab initio.

(e) **Additional Agreement.** For the avoidance of doubt, this Section 9 shall be in addition to and shall not supersede (or be superseded by) any other agreements related to the subject matter of this Section 9 contained in any confidentiality agreement, noncompetition agreement or any other agreement between the Grantee and the Company.

**10. Rights as Stockholder.** The Grantee or a transferee of the Actual PRSUs shall have no rights as a stockholder with respect to any share of Stock covered by the Actual PRSUs until the Grantee shall have become the holder of record of such share of Stock and no adjustment shall be made for dividends or distributions or other rights in respect of such share of Stock for which the record date is prior to the date upon which Grantee shall become the holder of record thereof.

**11. Successor.** The obligations of the Company under this Agreement shall be binding upon any successor corporation or organization resulting from the merger, consolidation or other reorganization of the Company, or upon any successor corporation or organization succeeding to substantially all of the assets and business of the Company. The Company agrees that it will make appropriate provisions for the preservation of the Grantee's rights under this Agreement in any agreement or plan that it may enter into or adopt to effect any such merger, consolidation, reorganization or transfer of assets.

**12. Notice.** Every notice or other communication relating to this Agreement shall be in writing, and shall be mailed to or delivered by hand, by mail or electronic transmission (with confirmation of transmission) to the party for whom it is intended at such address as may from time to time be designated by it in a notice mailed or delivered to the other party as herein provided, provided that, unless and until some other address be so designated, all notices or communications by the Grantee to the Company shall be mailed or delivered to the Company at its principal executive office,

and all notices or communications by the Company to the Grantee may be given to the Grantee personally or may be mailed or e-mailed to the Grantee at the Grantee's address or e-mail as recorded in the records of the Company.

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**13. No Right to Continued Employment.** This Agreement shall not be construed as giving the Grantee the right to be retained in the employ or service of the Company, a Subsidiary or an Affiliate. Further, the Company or an Affiliate may at any time dismiss the Grantee or discontinue any consulting relationship, free from any liability or any claim under this Agreement, except as otherwise expressly provided herein.

**14. Binding Effect.** Subject to Section 8 hereof, this Agreement shall be binding upon the heirs, executors, administrators and successors of the parties hereto.

**15. Amendment of Agreement.** The Committee may, to the extent consistent with the terms of this Agreement, waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, any portion of the PRSUs heretofore granted, prospectively or retroactively; provided that any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would adversely impair the rights of the Grantee in respect of any PRSUs already granted shall not to that extent be effective without the consent of the Grantee.

**16. PRSUs Subject to Plan and NQDC Plan.** By entering into this Agreement, the Grantee agrees and acknowledges that the Grantee has received and read a copy of the Plan and a copy of the NQDC Plan. The PRSUs are subject to the terms of Plan, and the NQDC Plan if the PRSUs are deferred under the NQDC Plan. The terms and provisions of the plans as they may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of either the Plan or the NQDC Plan, the applicable terms and provisions of the applicable plan will govern and prevail.

**17. Governing Law.** This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Delaware without regard to the principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction that could cause the application of the laws of any jurisdiction other than the State of Delaware.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**AMN Healthcare Services, Inc.**

**By:** \_\_\_\_\_

Name:

Title:

**By:** \_\_\_\_\_

Name:

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**SCHEDULE I – Performance Schedule**

**AMN HEALTHCARE  
EQUITY PLAN  
PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT  
(ADJUSTED EBITDA PERFORMANCE)**

THIS PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT (the "Agreement"), made this \_\_\_\_\_, by and between AMN Healthcare Services, Inc. (the "Company"), a Delaware corporation, and \_\_\_\_\_ (the "Grantee").

**WITNESSETH:**

WHEREAS, the Company sponsors the AMN Healthcare 2017 Equity Plan (as may be amended from time to time, the "Plan"), and desires to afford the Grantee the opportunity to receive shares of the Company's common stock, par value \$.01 per share ("Stock"), thereunder, thereby strengthening the Grantee's commitment to the welfare of the Company and Affiliates and promoting an identity of interest between stockholders and the Grantee.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto hereby agree as follows:

**1. Definitions.**

The following definitions shall be applicable throughout the Agreement. Where capitalized terms are used but not defined herein, their meaning shall be that set forth in the Plan (unless the context indicates otherwise).

(a) "Adjusted EBITDA" means for the Company and its wholly owned Subsidiaries on a consolidated basis, net income (loss) plus interest expense (net of interest income), income taxes, depreciation and amortization, acquisition related costs, stock-based compensation expense, integration expenses, debt refinancing and other corporate reorganizational costs, extraordinary legal costs (including damages, settlements and attorney's fees), changes in GAAP treatment of revenue/expenses, discontinued operations, goodwill and other identified intangible asset impairments and expenses resulting from severance arrangements with terminated employees, and net income (loss) from discontinued operations, net of taxes.

(b) "Adjusted EBITDA Growth Rate" means, with respect to any calendar year in the Performance Period, the percentage by which the Adjusted EBITDA for such calendar year exceeds the Adjusted EBITDA of the immediately preceding calendar year; provided that if the Adjusted EBITDA for the first or second calendar year in the Performance Period was less than the total dollar amount required to achieve the Threshold Ratio to Adjusted EBITDA Performance Target in Schedule I attached hereto for such year, the Adjusted EBITDA for the first or second calendar year of the Performance Period for purposes of this definition will be deemed to be the lowest dollar amount that was required to achieve the Threshold Ratio to Adjusted EBITDA Performance Target for such year; and provided further that, if the Adjusted EBITDA for such first or second calendar year exceeded the total dollar amount required to achieve the Maximum Ratio to Adjusted EBITDA Performance Target in Schedule I for such year, the Adjusted EBITDA for the first or second calendar year of the Performance Period for purposes of this definition will be deemed to be the lowest dollar amount that was required to achieve the Maximum Ratio to Adjusted EBITDA Performance Target for such year. Notwithstanding the foregoing, unless otherwise determined by the Committee, if the Company (or one of its Subsidiaries) acquires a business during the Performance Period, then, for purposes of calculating the Adjusted EBITDA Growth Rate for 2025 and 2026, the Adjusted EBITDA for the immediately preceding calendar year in the Performance Period shall be adjusted to include the pro-forma Adjusted EBITDA of the acquired business from the time period of one year prior to the acquisition date to the end of the immediately preceding calendar year. Additionally, to determine the EBITDA growth rate for the

calendar year immediately following the acquisition, the Adjusted EBITDA for the calendar year of the acquisition shall be adjusted to include pro-forma Adjusted EBITDA of the acquired business from January 1<sup>st</sup> to the day prior to the acquisition date. For the purposes of clarity, unless otherwise

determined by the Committee, the performance of any acquisitions made by the Company during 2024 will be not be considered when calculating the Adjusted EBITDA Growth Rate for 2024.

(c) **Affiliate** means (i) any entity that directly or indirectly is controlled by, or is under common control with, the Company and (ii) any entity in which the Company has a significant equity interest, in either case, as determined by the Committee.

(d) **Cause** means (i) the definition of "cause" provided in the employment or severance agreement in effect between the Grantee and the Company or any Affiliate or (ii) if no such agreement exists, then the occurrence of any of the following, as determined by the Company in its reasonable discretion: (A) Grantee's failure to perform in any material respect his or her duties as an employee of the Company, (B) violation of the Company's Code of Business Conduct, Code of Ethics for Senior Financial Officers and Principal Executive Officer (if applicable), and/or Securities Trading Policy, (C) the engaging by the Grantee in willful misconduct or gross negligence which is injurious to the Company or any of its Affiliates, monetarily or otherwise, (D) the commission by Grantee of an act of fraud or embezzlement against the Company or any of its Affiliates, (E) the conviction of the Grantee of a crime which constitutes a felony or any lesser crime that involves Company property or a pleading of guilty or nolo contendere with respect to a crime which constitutes a felony or any lesser crime that involves Company property, or (F) violation of any of the restrictive covenants in Section 9 hereof.

(e) **Change in Control** means:

(i) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership (within the meaning of Rule 13d3 promulgated under the Exchange Act) of a majority of the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors;

(ii) the sale of all or substantially all of the business or assets of the Company; or

(iii) the consummation of a merger, consolidation or similar form of corporate transaction involving the Company that requires the approval of the Company's stockholders, whether for such transaction or the issuance of securities in the transaction (a "Business Combination"), if immediately following such Business Combination: (A) a Person is or becomes the beneficial owner, directly or indirectly, of a majority of the combined voting power of the outstanding voting securities eligible to elect directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation), or (B) the Company's stockholders prior to the Business Combination thereafter cease to beneficially own, directly or indirectly, a majority of the combined voting power of the outstanding voting securities eligible to elect directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation), counting for this purpose only voting securities of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation) received by such stockholders in connection with the Business Combination. "Surviving Corporation" shall mean the corporation resulting from a Business Combination, and "Parent Corporation" shall mean the ultimate parent corporation that directly or indirectly has beneficial ownership of a majority of the combined voting power of the then outstanding voting securities of the Surviving Corporation entitled to vote generally in the election of directors.

(f) **Change in Control Termination** means the occurrence of either of the following events during the Protection Period: (i) the Company's termination of the Grantee's Service without Cause (other than due to death or Disability) or (ii) the Grantee's termination of his or her Service with Good Reason at a time when the Grantee could not have been terminated for Cause.

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(g) **Credited Service** means the performance of Service on a substantially full time basis for a continuous twelve-month period. For this purpose, substantially full time basis shall mean that the Grantee provides regular and recurring services to the Company of at least 32 hours each week. The taking of approved paid time off or legally mandated leave, such as FMLA, does not interrupt this period of Credited Service. Notwithstanding the foregoing, the Committee may treat periods of less than full time employment, in whole or in part, as Credited Service in its sole discretion.

(h) **Disabled** has the meaning set forth in Section 13(c)(ii) of the Plan.

(i) **Good Reason** means (i) the definition of "good reason" provided in the employment or severance agreement in effect between the Grantee and the Company or any Affiliate or (ii) if no such agreement exists, then the occurrence of either of the following without the Grantee's express written consent: (A) a material reduction in the Grantee's base salary compared to the base salary in effect on the date immediately prior to the beginning of the Protection Period or (B) relocation of the Grantee's principal place of employment to a place more than 50 miles from its location as of the date immediately prior to the beginning of the Protection Period.

(j) "Grant Date" means \_\_\_\_\_.

(k) "NQDC Plan" means the Company's 2005 Amended and Restated Executive Nonqualified Excess Plan, as may be amended from time to time.

(l) "Performance Period" means the period of three calendar years beginning January 1, 2024.

(m) "Performance Restricted Stock Unit(s)" or "PRSU(s)" means the performance restricted stock units granted under Section 2.

(n) "Protection Period" means the period beginning on the date that is six (6) months before the effective date of a Change in Control and ending on the second anniversary of the effective date of the Change in Control.

(o) "Retirement" means termination of Grantee's Service (other than for Cause or due to a Change in Control Termination) on or after attainment of age 55 with at least 15 full years of aggregate Service and provided further that the Grantee does not subsequently obtain employment with another employer. For clarity, only twelve (12) months of continuous Service shall count as a full year of Service for purposes of determining if Grantee is eligible for Retirement.

(p) "Service" means the performance of services for the Company (or any Affiliate) by a person in the capacity of an officer or other employee or key person (including consultants).

(q) "Vesting Date" means the date on which the Grantee has performed three full periods of Credited Service the first period of which shall commence on the Grant Date.

**2. Grant of Performance Restricted Stock Units.** Subject to the terms and conditions set forth herein, the Company hereby grants to the Grantee \_\_\_\_\_ (the "Target Number") PRSUs. The Committee will determine the number of PRSUs at the end of the Performance Period ("Actual PRSUs") or upon a Change in Control in accordance with the performance schedule attached hereto as Schedule I (the "Performance Schedule"), which Actual PRSUs will be subject to additional time-based vesting. The number of Actual PRSUs may be greater or fewer than the Target Number.

**3. Vesting Schedule.** Except as otherwise set forth in this Agreement or in the Plan, the Actual PRSUs (as determined in accordance with the Performance Schedule) shall vest on the Vesting Date. All PRSUs that do not become Actual PRSUs shall be cancelled and be null and void on

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the date the Committee calculates the Adjusted EBITDA Growth Rate for the last calendar year in the Performance Period, which shall occur within sixty (60) days of the end of the Performance Period (the "Calculation Date").

**4. Settlement and Deferral of PRSUs.**

(a) Each vested Actual PRSU entitles the Grantee to receive one share of Stock on the "Settlement Date," which shall be the later of (i) the Vesting Date (or the Calculation Date, if later than the Vesting Date), and (ii) the end of the deferral period specified by the Grantee. The deferral period shall be no less than four (4) years and five (5) days from the Grant Date. Such deferral election shall be made within 30 days of the Grant Date. Any deferral of the PRSUs shall be subject to the NQDC Plan and the applicable deferral election form.

(b) Shares of Stock underlying the vested Actual PRSUs shall be issued and delivered to the Grantee in accordance with paragraph (a) and upon compliance to the satisfaction of the Committee with all requirements under applicable laws or regulations in connection with such issuance and with the requirements hereof and of the Plan. The determination of the Committee as to such compliance shall be final and binding on the Grantee. The shares of Stock delivered to the Grantee pursuant to this Section 4 shall be free and clear of all liens, fully paid and non-assessable. In no event shall fractional shares of Stock be issued.

(c) Until such time as shares of Stock have been issued to the Grantee pursuant to paragraph (b) above, and except as set forth in Section 5 below regarding dividend equivalents, the Grantee shall not have any rights as a holder of the shares of Stock underlying this Grant including but not limited to voting rights.

(d) The Grantee may be required to pay to the Company or any Affiliate, and the Company or any Affiliate shall have the right and is hereby authorized to withhold from any shares of Stock or other property deliverable in respect of a vested Actual PRSU or from any

compensation or other amounts owing to the Grantee the amount (in cash, Stock or other property) of any required tax withholding and payroll taxes in respect of such Actual PRSUs vesting or settlement and to take such other action as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such taxes.

(e) Without limiting the generality of clause (d) above, in the Committee's sole discretion the Grantee may satisfy, in whole or in part, the foregoing withholding liability by having the Company withhold from the number of shares of Stock otherwise issuable pursuant to the settlement of vested Actual PRSUs a number of shares with a Fair Market Value equal to such withholding liability.

**5. Dividend Equivalents.** If on any date the Company shall pay any cash dividend on shares of Stock of the Company, the number of Actual PRSUs credited to the Grantee pursuant to the Performance Schedule shall, as of such date (or as of the Calculation Date if such dividend occurs before the Calculation Date), be increased by an amount determined by the following formula:

$W = (X \text{ multiplied by } Y) \text{ divided by } Z, \text{ where:}$

$W = \text{the number of additional PRSUs to be credited to the Grantee on such dividend payment date;}$

$X = \text{the aggregate number of PRSUs (whether vested or unvested) credited to the Grantee as of the record date of the dividend (or the Calculation Date, as applicable);}$

$Y = \text{the cash dividend per share amount; and}$

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$Z = \text{the Fair Market Value per share of Stock (as determined under the Plan) on the dividend payment date.}$

For the avoidance of doubt, no dividend equivalents shall be credited to PRSUs prior to the determination of the number of Actual PRSUs.

**6. Termination of Service.**

(a) Except as provided below, if the Grantee's Service terminates for any reason prior to the Settlement Date, then all unvested PRSUs (or all unvested Actual PRSUs, as applicable) shall be forfeited.

(b) If the Grantee's Service terminates due to Retirement at any time after 6 (six) months from the Grant Date but before the Settlement Date, then provided that the Grantee continuously remains in Retirement status after termination of Service, the Grantee shall continue to vest in all of the Grantee's unvested PRSUs (or all unvested Actual PRSUs, as applicable) according to the terms of this Agreement as though the Grantee's Service had not terminated. For clarity, the Grantee's Actual PRSUs shall be determined at the end of the Performance Period according to the Performance Schedule based on actual performance, and such Actual PRSUs shall be settled at the time specified in Section 4 hereof.

(c) If the Grantee's Service terminates due to a Change in Control Termination after the Grant Date but before the end of the Performance Period, then on the date of the Grantee's termination or, if later, on the effective date of the Change in Control, the Actual PRSUs shall be vested and settled according to Section 4 hereof. If the Grantee's Service terminates due to a Change in Control Termination after the end of the Performance Period but before the Settlement Date, then on the date of the Grantee's termination (or, if later, on the effective date of the Change in Control), all of the Grantee's Actual PRSUs shall become immediately vested and settled according to Section 4 hereof.

(d) In the event of the Grantee's death or if the Committee determines, in its sole discretion, that the Grantee has become Disabled, in each case, after the Grant Date and prior to the end of the Performance Period, then, upon the date of the Grantee's death or the date the Committee determines the Grantee is Disabled (for purposes of this paragraph, the "determination date"), the following percentage of the Target Number of PRSUs shall become immediately vested, be considered Actual PRSUs and, regardless of the Grantee's deferral election, be settled as soon as reasonably practicable by the Company issuing shares of Stock to the Grantee (or the Grantee's designated beneficiary or estate executor in the event of the Grantee's death): the sum of (i) the Actual PRSUs earned with respect to any completed calendar year in the Performance Period as of the determination date, plus (ii) 100% of the Target Number of PRSUs allocated to any calendar year in the Performance Period that has not yet been completed as of the determination date. In the event the Grantee dies or becomes Disabled (as determined by the Committee in its sole discretion) on or after the end of the Performance Period and prior to (or on) the Settlement Date, the Grantee shall be entitled to receive shares of Stock underlying all vested Actual PRSUs, and regardless of the Grantee's deferral election, the Company, as soon as reasonably practicable, shall issue the applicable number of shares of Stock to the Grantee (or the Grantee's designated beneficiary or estate executor in the event of the Grantee's death).

(e) If the Grantee's Service is terminated by the Company without Cause or by the Grantee for Good Reason, in each case after the Grant Date but before the end of the Performance Period (other than due to a Change in Control Termination), then a pro-rata portion of the PRSUs based on a fraction equal to the number of full calendar months that have elapsed from the first day of the Performance Period through and inclusive of the termination date divided by 36 shall remain eligible to vest at the end of the Performance Period according to the Performance Schedule based on actual performance, and such vested PRSUs shall be settled at the time specified in Section 4 hereof.

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(f) If the Grantee's employment is terminated due to a reason specified in (b)-(e) above but, after such termination, the Committee determines that it would have had Cause to terminate the Grantee's Service if all the relevant facts had been known to the Committee as of the date of the Grantee's termination, then all PRSUs and Actual PRSUs shall immediately be forfeited and cancelled, whether or not vested, as of the date of the Committee's determination.

## 7. Company; Grantee.

(a) The term "Company" as used in this Agreement with reference to employment shall include the Company, its Subsidiaries and its Affiliates, as appropriate.

(b) Whenever the word "Grantee" is used in any provision of this Agreement under circumstances where the provision should logically be construed to apply to the beneficiaries, the executors, the administrators, or the person or persons to whom the PRSUs may be transferred by will or by the laws of descent and distribution, the word "Grantee" shall be deemed to include such person or persons.

8. Non-Transferability. The PRSUs granted herein are not transferable by the Grantee other than to a designated beneficiary upon death, by will or the laws of descent and distribution, to a trust solely for the benefit of the Grantee or his/her immediate family or, in the case of the PRSUs being held by such a trust, by the trustee.

## 9. Forfeiture for Violation of Restrictive Covenants.

(a) Non-Compete. The Grantee agrees that during the term of the Grantee's employment and for a period of two years thereafter (the "Coverage Period") the Grantee will not engage in, consult with, participate in, hold a position as shareholder, director, officer, consultant, employee, partner or investor, or otherwise assist any business entity (i) in any State of the United States of America or (ii) in any other country in which the Company (which, for the avoidance of doubt, includes for all purposes of this Section 9 any and all of its divisions, Affiliates or Subsidiaries) has business activities, in either case, that is engaged in (A) any activities that are competitive with the business of providing (I) healthcare or other personnel on a temporary or permanent placement basis to hospitals, healthcare facilities, healthcare provider practice groups or other entities, (II) managed services programs, workforce management systems, workforce consulting services, predictive modeling, staff scheduling, credentialing services, revenue cycle solutions, or language services or (III) healthcare workforce technology platforms, including language services, software-as-a-service vendor management solutions, workforce optimization services, recruitment process outsourcing services, telehealth services, credentialing services, and flex pool management and other outsourced solutions services, or (B) any other business in which the Company is then engaged, in each case, including any and all business activities reasonably related thereto.

(b) Non-Solicit. The Grantee agrees that during the Coverage Period, the Grantee shall not solicit, attempt to solicit or endeavor to entice away from the Company any person who, at any time during the term of the Grantee's employment was a healthcare professional (including a healthcare executive) of the Company, or an employee, customer, permanent placement candidate, client or supplier of the Company.

(c) Confidential and Proprietary Information. The Grantee agrees that the Grantee will not, at any time make use of or divulge to any other person, firm or corporation any confidential or proprietary information concerning the business or policies of the Company (which includes, for the avoidance of doubt, any and all of its divisions, Affiliates or Subsidiaries). For purposes of this Agreement, any confidential information shall constitute any information designated as confidential or proprietary by the Company or otherwise known by the Grantee to be confidential or proprietary information including, without limitation, customer information. The Grantee

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acknowledges and agrees that for purposes of this Agreement, "customer information" includes without limitation, customer lists, all lists of professional personnel, names, addresses, phone numbers, contact persons, preferences, pricing arrangements, requirements and practices. The

Grantee's obligation under this Section 9(c) shall not apply to any information that (i) is known publicly; (ii) is in the public domain or hereafter enters the public domain without the fault of the Grantee; or (iii) is hereafter disclosed to the Grantee by a third party not under an obligation of confidence to the Company. The Grantee agrees not to remove from the premises of the Company, except as an employee of the Company in pursuit of the business of the Company or except as specifically permitted in writing by the Company, any document or other object containing or reflecting any such confidential or proprietary information. The Grantee recognizes that all such information, whether developed by the Grantee or by someone else, will be the sole exclusive property of the Company. Upon termination of employment, the Grantee shall forthwith deliver to the Company all such confidential or proprietary information, including without limitation all lists of customers, pricing methods, financial structures, correspondence, accounts, records and any other documents, computer disks, computer programs, software, laptops, modems or property made or held by the Grantee or under the Grantee's control in relation to the business or affairs of the Company, and no copy of any such confidential or proprietary information shall be retained by the Grantee.

(d) **Forfeiture for Violations.** If the Grantee shall at any time violate the provisions of Section 9(a), (b), or (c), the Grantee shall immediately forfeit his/her Actual PRSUs (whether vested or unvested) and any issuance of shares of Stock that occurs after (or within six (6) months before) any such violation shall be void ab initio.

(e) **Additional Agreement.** For the avoidance of doubt, this Section 9 shall be in addition to and shall not supersede (or be superseded by) any other agreements related to the subject matter of this Section 9 contained in any confidentiality agreement, noncompetition agreement or any other agreement between the Grantee and the Company.

**10. Rights as Stockholder.** The Grantee or a transferee of the Actual PRSUs shall have no rights as a stockholder with respect to any share of Stock covered by the Actual PRSUs until the Grantee shall have become the holder of record of such share of Stock and no adjustment shall be made for dividends or distributions or other rights in respect of such share of Stock for which the record date is prior to the date upon which Grantee shall become the holder of record thereof.

**11. Successor.** The obligations of the Company under this Agreement shall be binding upon any successor corporation or organization resulting from the merger, consolidation or other reorganization of the Company, or upon any successor corporation or organization succeeding to substantially all of the assets and business of the Company. The Company agrees that it will make appropriate provisions for the preservation of the Grantee's rights under this Agreement in any agreement or plan that it may enter into or adopt to effect any such merger, consolidation, reorganization or transfer of assets.

**12. Notice.** Every notice or other communication relating to this Agreement shall be in writing, and shall be mailed to or delivered by hand, by mail or electronic transmission (with confirmation of transmission) to the party for whom it is intended at such address as may from time to time be designated by it in a notice mailed or delivered to the other party as herein provided, provided that, unless and until some other address be so designated, all notices or communications by the Grantee to the Company shall be mailed or delivered to the Company at its principal executive office, and all notices or communications by the Company to the Grantee may be given to the Grantee personally or may be mailed or e-mailed to the Grantee at the Grantee's address or e-mail as recorded in the records of the Company.

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**13. No Right to Continued Employment.** This Agreement shall not be construed as giving the Grantee the right to be retained in the employ or service of the Company, a Subsidiary or an Affiliate. Further, the Company or an Affiliate may at any time dismiss the Grantee or discontinue any consulting relationship, free from any liability or any claim under this Agreement, except as otherwise expressly provided herein.

**14. Binding Effect.** Subject to Section 8 hereof, this Agreement shall be binding upon the heirs, executors, administrators and successors of the parties hereto.

**15. Amendment of Agreement.** The Committee may, to the extent consistent with the terms of this Agreement, waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, any portion of the PRSUs heretofore granted, prospectively or retroactively; provided that any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would adversely impair the rights of the Grantee in respect of any PRSUs already granted shall not to that extent be effective without the consent of the Grantee.

**16. PRSUs Subject to Plan and NQDC Plan.** By entering into this Agreement, the Grantee agrees and acknowledges that the Grantee has received and read a copy of the Plan and a copy of the NQDC Plan. The PRSUs are subject to the terms of Plan, and the NQDC Plan if the PRSUs are deferred under the NQDC Plan. The terms and provisions of the plans as they may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of either the Plan or the NQDC Plan, the applicable terms and provisions of the applicable plan will govern and prevail.

**17. Governing Law.** This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Delaware without regard to the principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction that could cause the application of the laws of any jurisdiction other than the State of Delaware.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**AMN Healthcare Services, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

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**SCHEDULE I – Performance Schedule**

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**AMN HEALTHCARE  
EQUITY PLAN  
PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT  
(ADJUSTED EBITDA PERFORMANCE)**

THIS PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT (the "Agreement"), made this \_\_\_\_\_, by and between AMN Healthcare Services, Inc. (the "Company"), a Delaware corporation, and \_\_\_\_\_ (the "Grantee").

**WITNESSETH:**

WHEREAS, the Company sponsors the AMN Healthcare 2017 Equity Plan (as may be amended from time to time, the "Plan"), and desires to afford the Grantee the opportunity to receive shares of the Company's common stock, par value \$.01 per share ("Stock"), thereunder, thereby strengthening the Grantee's commitment to the welfare of the Company and Affiliates and promoting an identity of interest between stockholders and the Grantee.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto hereby agree as follows:

**1. Definitions.**

The following definitions shall be applicable throughout the Agreement. Where capitalized terms are used but not defined herein, their meaning shall be that set forth in the Plan (unless the context indicates otherwise).

(a) **"Adjusted EBITDA"** means for the Company and its wholly owned Subsidiaries on a consolidated basis, net income (loss) plus interest expense (net of interest income), income taxes, depreciation and amortization, acquisition related costs, stock-based compensation expense, integration expenses, debt refinancing and other corporate reorganizational costs, extraordinary legal costs (including damages, settlements and attorney's fees), changes in GAAP treatment of revenue/expenses, discontinued operations, goodwill and other identified intangible asset impairments and expenses resulting from severance arrangements with terminated employees, and net income (loss) from discontinued operations, net of taxes.

(b) **"Adjusted EBITDA Growth Rate"** means, with respect to any calendar year in the Performance Period, the percentage by which the Adjusted EBITDA for such calendar year exceeds the Adjusted EBITDA of the immediately preceding calendar year; provided that if the Adjusted EBITDA for the first or second calendar year in the Performance Period was less than the total dollar amount required to achieve the Threshold Ratio to Adjusted EBITDA Performance Target in Schedule I attached hereto for such year, the Adjusted EBITDA for the first or second calendar year of the Performance Period for purposes of this definition will be deemed to be the lowest dollar amount that was required to achieve the Threshold Ratio to Adjusted EBITDA Performance Target for such year; and provided further that, if the Adjusted EBITDA for such first or second calendar year exceeded the total dollar amount required to achieve the Maximum Ratio to Adjusted EBITDA Performance Target in Schedule I for such year, the Adjusted EBITDA for the first or second calendar year of the Performance Period for purposes of this definition will be deemed to be the lowest dollar amount that was required to achieve the Maximum Ratio to Adjusted EBITDA Performance Target for such year. Notwithstanding the foregoing, unless otherwise determined by the Committee, if the Company (or one of its Subsidiaries) acquires a business during the Performance Period, then, for purposes of calculating the Adjusted EBITDA Growth Rate for 2025 and 2026, the Adjusted EBITDA for the immediately preceding calendar year(s) in the Performance Period shall be adjusted to include the pro-forma Adjusted EBITDA of the acquired business from the time period of one year prior to the acquisition date to the end of the immediately preceding calendar year. Additionally, to determine the

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EBITDA growth rate for the calendar year immediately following the acquisition, the Adjusted EBITDA for the calendar year of the acquisition shall be adjusted to include pro-forma Adjusted EBITDA of the acquired business from January 1st to the day prior to the acquisition date. For the purposes of clarity, unless otherwise determined by the Committee, the performance of any acquisitions made by the Company during 2024 will be not be considered when calculating the Adjusted EBITDA Growth Rate for 2024.

(c) **"Affiliate"** means (i) any entity that directly or indirectly is controlled by, or is under common control with, the Company and (ii) any entity in which the Company has a significant equity interest, in either case, as determined by the Committee.

(d) **"Cause"** means (A) Grantee's failure to perform in any material respect his or her duties as an employee of the Company, (B) violation of the Company's Code of Business Conduct, Code of Ethics for Senior Financial Officers and Principal Executive Officer (if applicable), and/or Securities Trading Policy, (C) the engaging by the Grantee in willful misconduct or gross negligence which is injurious to the Company or any of its Affiliates, monetarily or otherwise, (D) the commission by Grantee of an act of fraud or embezzlement against the Company or any of its Affiliates, (E) the conviction of the Grantee of a crime which constitutes a felony or any lesser crime that involves Company property or a pleading of guilty or nolo contendere with respect to a crime which constitutes a felony or any lesser crime that involves Company property, or (F) violation of any of the restrictive covenants in Section 9 hereof.

(e) **"Change in Control"** means:

(i) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership (within the meaning of Rule 13d3 promulgated under the Exchange Act) of a majority of the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors;

(ii) the sale of all or substantially all of the business or assets of the Company; or

(iii) the consummation of a merger, consolidation or similar form of corporate transaction involving the Company that requires the approval of the Company's stockholders, whether for such transaction or the issuance of securities in the transaction (a "Business Combination"), if immediately following such Business Combination: (A) a Person is or becomes the beneficial owner, directly or indirectly, of a majority of the combined voting power of the outstanding voting securities eligible to elect directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation), or (B) the Company's stockholders prior to the Business Combination thereafter cease to beneficially own, directly or indirectly, a majority of the combined voting power of the outstanding voting securities eligible to elect directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation), counting for this purpose only voting securities of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation) received by such stockholders in connection with the Business Combination. "Surviving Corporation" shall mean the corporation resulting from a Business Combination, and "Parent Corporation" shall mean the ultimate parent corporation that directly or indirectly has beneficial ownership of a majority of the combined voting power of the then outstanding voting securities of the Surviving Corporation entitled to vote generally in the election of directors.

(f) "Change in Control Termination" means the Company's termination of the Grantee's Service without Cause (other than due to death or Disability) during the Protection Period.

(g) "Credited Service" means the performance of Service on a substantially full time basis for a continuous twelve-month period. For this purpose, substantially full time basis

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shall mean that the Grantee provides regular and recurring services to the Company of at least 32 hours each week. The taking of approved paid time off or legally mandated leave, such as FMLA, does not interrupt this period of Credited Service. Notwithstanding the foregoing, the Committee may treat periods of less than full time employment, in whole or in part, as Credited Service in its sole discretion.

(h) "Disabled" has the meaning set forth in Section 13(c)(ii) of the Plan.

(i) "Grant Date" means \_\_\_\_\_.

(j) "NQDC Plan" means the Company's 2005 Amended and Restated Executive Nonqualified Excess Plan, as may be amended from time to time.

(k) "Performance Period" means the period of three calendar years beginning January 1, 2024.

(l) "Performance Restricted Stock Unit(s)" or "PRSUs" means the performance restricted stock units granted under Section 2.

(m) "Protection Period" means the period beginning on the date that is six (6) months before the effective date of a Change in Control and ending on the second anniversary of the effective date of the Change in Control.

(n) "Retirement" means termination of Grantee's Service on or after attainment of age 55 with at least 15 full years of aggregate Service and provided further that the Grantee does not subsequently obtain employment with another employer. For clarity, only twelve (12) months of continuous Service shall count as a full year of Service for purposes of determining if Grantee is eligible for Retirement.

(o) "Service" means the performance of services for the Company (or any Affiliate) by a person in the capacity of an officer or other employee or key person (including consultants).

(p) "Vesting Date" means the date on which the Grantee has performed three full periods of Credited Service the first period of which shall commence on the Grant Date; provided, however, that in the event of a Change of Control, the Vesting Date shall be the effective date of the Change of Control.

**2. Grant of Performance Restricted Stock Units.** Subject to the terms and conditions set forth herein, the Company hereby grants to the Grantee \_\_\_\_\_ (the "Target Number") PRSUs. The Committee will determine the number of PRSUs at the end of the Performance Period ("Actual PRSUs") or upon a Change in Control in accordance with the performance schedule attached hereto as Schedule I (the "Performance Schedule"), which Actual PRSUs will be subject to additional time-based vesting. The number of Actual PRSUs may be greater or fewer than the Target Number.

**3. Vesting Schedule.** Except as otherwise set forth in this Agreement or in the Plan, the Actual PRSUs (as determined in accordance with the Performance Schedule) shall vest on the Vesting Date. All PRSUs that do not become Actual PRSUs shall be cancelled and be null and void on the date the Committee calculates the Adjusted EBITDA Growth Rate for the last calendar year in the Performance Period, which shall occur within sixty (60) days of the end of the Performance Period (the "Calculation Date").

**4. Settlement and Deferral of PRSUs.**

(a) Each vested Actual PRSU entitles the Grantee to receive one share of Stock on the "Settlement Date," which shall be the later of (i) the Vesting Date (or the Calculation

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Date, if later than the Vesting Date), and (ii) the end of the deferral period specified by the Grantee. The deferral period shall be no less than four (4) years and five (5) days from the Grant Date. Such deferral election shall be made within 30 days of the Grant Date. Any deferral of the PRSUs shall be subject to the NQDC Plan and the applicable deferral election form.

(b) Shares of Stock underlying the vested Actual PRSUs shall be issued and delivered to the Grantee in accordance with paragraph (a) and upon compliance to the satisfaction of the Committee with all requirements under applicable laws or regulations in connection with such issuance and with the requirements hereof and of the Plan. The determination of the Committee as to such compliance shall be final and binding on the Grantee. The shares of Stock delivered to the Grantee pursuant to this Section 4 shall be free and clear of all liens, fully paid and non-assessable. In no event shall fractional shares of Stock be issued.

(c) Until such time as shares of Stock have been issued to the Grantee pursuant to paragraph (b) above, and except as set forth in Section 5 below regarding dividend equivalents, the Grantee shall not have any rights as a holder of the shares of Stock underlying this Grant including but not limited to voting rights.

(d) The Grantee may be required to pay to the Company or any Affiliate, and the Company or any Affiliate shall have the right and is hereby authorized to withhold from any shares of Stock or other property deliverable in respect of a vested Actual PRSU or from any compensation or other amounts owing to the Grantee the amount (in cash, Stock or other property) of any required tax withholding and payroll taxes in respect of such Actual PRSUs vesting or settlement and to take such other action as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such taxes.

(e) Without limiting the generality of clause (d) above, in the Committee's sole discretion the Grantee may satisfy, in whole or in part, the foregoing withholding liability by having the Company withhold from the number of shares of Stock otherwise issuable pursuant to the settlement of vested Actual PRSUs a number of shares with a Fair Market Value equal to such withholding liability.

**5. Dividend Equivalents.** If on any date the Company shall pay any cash dividend on shares of Stock of the Company, the number of Actual PRSUs credited to the Grantee pursuant to the Performance Schedule shall, as of such date (or as of the Calculation Date if such dividend occurs before the Calculation Date), be increased by an amount determined by the following formula:

$W = (X \text{ multiplied by } Y) \text{ divided by } Z$ , where:

$W$  = the number of additional PRSUs to be credited to the Grantee on such dividend payment date;

$X$  = the aggregate number of PRSUs (whether vested or unvested) credited to the Grantee as of the record date of the dividend (or the Calculation Date, as applicable);

$Y$  = the cash dividend per share amount; and

$Z$  = the Fair Market Value per share of Stock (as determined under the Plan) on the dividend payment date.

For the avoidance of doubt, no dividend equivalents shall be credited to PRSUs prior to the determination of the number of Actual PRSUs.

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**6. Termination of Service.**

(a) Except as provided below, if the Grantee's Service terminates for any reason prior to the Settlement Date, then all unvested PRSUs (or all unvested Actual PRSUs, as applicable) shall be forfeited.

(b) If the Grantee's Service terminates due to Retirement at any time after 6 (six) months from the Grant Date but before the Settlement Date, then provided that the Grantee continuously remains in Retirement status after termination of Service, the Grantee shall continue to vest in all of the Grantee's unvested PRSUs (or all unvested Actual PRSUs, as applicable) according to the terms of this Agreement as though the Grantee's Service had not terminated. For clarity, the Grantee's Actual PRSUs shall be determined at the end of the Performance Period according to the Performance Schedule based on actual performance, and such Actual PRSUs shall be settled at the time specified in Section 4 hereof.

(c) If the Grantee's Service terminates due to a Change in Control Termination after the Grant Date but before the end of the Performance Period, then on the date of the Grantee's termination or, if later, on the effective date of the Change in Control, the Actual PRSUs shall be vested and settled according to Section 4 hereof. If the Grantee's Service terminates due to a Change in Control Termination after the end of the Performance Period but before the Settlement Date, then on the date of the Grantee's termination (or, if later, on the effective date of the Change in Control), all of the Grantee's Actual PRSUs shall become immediately vested and settled according to Section 4 hereof.

(d) In the event of the Grantee's death or if the Committee's determines, in its sole discretion, that the Grantee has become Disabled, in each case, after the Grant Date and prior to the end of the Performance Period, then, upon the date of the Grantee's death or the date the Committee determines the Grantee is Disabled (for purposes of this paragraph, the "determination date"), the following percentage of the Target Number of PRSUs shall become immediately vested, be considered Actual PRSUs and, regardless of the Grantee's deferral election, be settled as soon as reasonably practicable by the Company issuing shares of Stock to the Grantee (or the Grantee's designated beneficiary or estate executor in the event of the Grantee's death): the sum of (i) the Actual PRSUs earned with respect to any completed calendar year in the Performance Period as of the determination date, plus (ii) 100% of the Target Number of PRSUs allocated to any calendar year in the Performance Period that has not yet been completed as of the determination date. In the event the Grantee dies or becomes Disabled (as determined by the Committee in its sole discretion) on or after the end of the Performance Period and prior to (or on) the Settlement Date, the Grantee shall be entitled to receive shares of Stock underlying all vested Actual PRSUs, and regardless of the Grantee's deferral election, the Company, as soon as reasonably practicable, shall issue the applicable number of shares of Stock to the Grantee (or the Grantee's designated beneficiary or estate executor in the event of the Grantee's death).

(e) If the Grantee's Service is terminated by the Company without Cause after the Grant Date but before the end of the Performance Period (other than due to a Change in Control Termination), then a pro-rata portion of the PRSUs based on a fraction equal to the number of full calendar months that have elapsed from the first day of the Performance Period through and inclusive of the termination date divided by 36 shall remain eligible to vest at the end of the Performance Period according to the Performance Schedule based on actual performance, and such vested PRSUs shall be settled at the time specified in Section 4 hereof.

(f) If the Grantee's employment is terminated due to a reason specified in (b)-(d) above but, after such termination, the Committee determines that it would have had Cause to terminate the Grantee's Service if all the relevant facts had been known to the Committee as of the date of the Grantee's termination, then all PRSUs and Actual PRSUs shall immediately be forfeited and cancelled, whether or not vested, as of the date of the Committee's determination.

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## **7. Company; Grantee.**

(a) The term "Company" as used in this Agreement with reference to employment shall include the Company, its Subsidiaries and its Affiliates, as appropriate.

(b) Whenever the word "Grantee" is used in any provision of this Agreement under circumstances where the provision should logically be construed to apply to the beneficiaries, the executors, the administrators, or the person or persons to whom the PRSUs may be transferred by will or by the laws of descent and distribution, the word "Grantee" shall be deemed to include such person or persons.

**8. Non-Transferability.** The PRSUs granted herein are not transferable by the Grantee other than to a designated beneficiary upon death, by will or the laws of descent and distribution, to a trust solely for the benefit of the Grantee or his/her immediate family or, in the case of the PRSUs being held by such a trust, by the trustee.

## **9. Forfeiture for Violation of Restrictive Covenants.**

(a) **Non-Compete.** The Grantee agrees that during the term of the Grantee's employment and for a period of two years thereafter (the "Coverage Period") the Grantee will not engage in, consult with, participate in, hold a position as shareholder, director, officer, consultant, employee, partner or investor, or otherwise assist any business entity (i) in any State of the United States of America or (ii) in any other country in which the Company (which, for the avoidance of doubt, includes for all purposes of this Section 9 any and all of its divisions, Affiliates or Subsidiaries) has business activities, in either case, that is engaged in (A) any activities that are competitive with the business of providing (I) healthcare or other personnel on a temporary or permanent placement basis to hospitals, healthcare facilities, healthcare provider practice groups or other entities, (II) managed services programs, workforce management systems, workforce consulting services, predictive modeling, staff scheduling, credentialing services, revenue cycle solutions, or language services or (III) healthcare workforce technology platforms, including language services, software-as-a-service vendor management solutions, workforce optimization services, recruitment process outsourcing services, telehealth services, credentialing services, and flex pool management and other outsourced solutions services, or (B) any other business in which the Company is then engaged, in each case, including any and all business activities reasonably related thereto.

(b) **Non-Solicit.** The Grantee agrees that during the Coverage Period, the Grantee shall not solicit, attempt to solicit or endeavor to entice away from the Company any person who, at any time during the term of the Grantee's employment was a healthcare professional (including a healthcare executive) of the Company, or an employee, customer, permanent placement candidate, client or supplier of the Company.

(c) **Confidential and Proprietary Information.** The Grantee agrees that the Grantee will not, at any time make use of or divulge to any other person, firm or corporation any confidential or proprietary information concerning the business or policies of the Company (which includes, for the avoidance of doubt, any and all of its divisions, Affiliates or Subsidiaries). For purposes of this Agreement, any confidential information shall constitute any information designated as confidential or proprietary by the Company or otherwise known by the Grantee to be confidential or proprietary information including, without limitation, customer information. The Grantee acknowledges and agrees that for purposes of this Agreement, "customer information" includes without limitation, customer lists, all lists of professional personnel, names, addresses, phone numbers, contact persons, preferences, pricing arrangements, requirements and practices. The Grantee's obligation under this Section 9(c) shall not apply to any information that (i) is known publicly; (ii) is in the public domain or hereafter enters the public domain without the fault of the Grantee; or (iii) is

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hereafter disclosed to the Grantee by a third party not under an obligation of confidence to the Company. The Grantee agrees not to remove from the premises of the Company, except as an employee of the Company in pursuit of the business of the Company or except as specifically permitted in writing by the Company, any document or other object containing or reflecting any such confidential or proprietary information. The Grantee recognizes that all such information, whether developed by the Grantee or by someone else, will be the sole exclusive property of the Company. Upon termination of employment, the Grantee shall forthwith deliver to the Company all such confidential or proprietary information, including without limitation all lists of customers, pricing methods, financial structures, correspondence, accounts, records and any other documents, computer disks, computer programs, software, laptops, modems or property made or held by the Grantee or under the Grantee's control in relation to the business or affairs of the Company, and no copy of any such confidential or proprietary information shall be retained by the Grantee.

(d) **Forfeiture for Violations.** If the Grantee shall at any time violate the provisions of Section 9(a), (b), or (c), the Grantee shall immediately forfeit his/her Actual PRSUs (whether vested or unvested) and any issuance of shares of Stock that occurs after (or within six (6) months before) any such violation shall be void ab initio.

(e) **Additional Agreement.** For the avoidance of doubt, this Section 9 shall be in addition to and shall not supersede (or be superseded by) any other agreements related to the subject matter of this Section 9 contained in any confidentiality agreement, noncompetition agreement or any other agreement between the Grantee and the Company.

**10. Rights as Stockholder.** The Grantee or a transferee of the Actual PRSUs shall have no rights as a stockholder with respect to any share of Stock covered by the Actual PRSUs until the Grantee shall have become the holder of record of such share of Stock and no adjustment shall be made for dividends or distributions or other rights in respect of such share of Stock for which the record date is prior to the date upon which Grantee shall become the holder of record thereof.

**11. Successor.** The obligations of the Company under this Agreement shall be binding upon any successor corporation or organization resulting from the merger, consolidation or other reorganization of the Company, or upon any successor corporation or organization succeeding to substantially all of the assets and business of the Company. The Company agrees that it will make appropriate provisions for the preservation of the Grantee's rights under this Agreement in any agreement or plan that it may enter into or adopt to effect any such merger, consolidation, reorganization or transfer of assets.

**12. Notice.** Every notice or other communication relating to this Agreement shall be in writing, and shall be mailed to or delivered by hand, by mail or electronic transmission (with confirmation of transmission) to the party for whom it is intended at such address as may from time to time be designated by it in a notice mailed or delivered to the other party as herein provided, provided that, unless and until some other address be so designated, all notices or communications by the Grantee to the Company shall be mailed or delivered to the Company at its principal executive office, and all notices or communications by the Company to the Grantee may be given to the Grantee personally or may be mailed or e-mailed to the Grantee at the Grantee's address or e-mail as recorded in the records of the Company.

**13. No Right to Continued Employment.** This Agreement shall not be construed as giving the Grantee the right to be retained in the employ or service of the Company, a Subsidiary or an Affiliate. Further, the Company or an Affiliate may at any time dismiss the Grantee or discontinue any consulting relationship, free from any liability or any claim under this Agreement, except as otherwise expressly provided herein.

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**14. Binding Effect.** Subject to Section 8 hereof, this Agreement shall be binding upon the heirs, executors, administrators and successors of the parties hereto.

**15. Amendment of Agreement.** The Committee may, to the extent consistent with the terms of this Agreement, waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, any portion of the PRSUs heretofore granted, prospectively or retroactively; provided that any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would adversely impair the rights of the Grantee in respect of any PRSUs already granted shall not to that extent be effective without the consent of the Grantee.

**16. PRSUs Subject to Plan and NQDC Plan.** By entering into this Agreement, the Grantee agrees and acknowledges that the Grantee has received and read a copy of the Plan and a copy of the NQDC Plan. The PRSUs are subject to the terms of Plan, and the NQDC Plan if the PRSUs are deferred under the NQDC Plan. The terms and provisions of the plans as they may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of either the Plan or the NQDC Plan, the applicable terms and provisions of the applicable plan will govern and prevail.

**17. Governing Law.** This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Delaware without regard to the principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction that could cause the application of the laws of any jurisdiction other than the State of Delaware.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**AMN Healthcare Services, Inc.**

By: \_\_\_\_\_

Name:

Title:

**GRANTEE**

By: \_\_\_\_\_

Name:

**SCHEDULE I – Performance Schedule**

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**AMN HEALTHCARE  
EQUITY PLAN  
PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT  
(TOTAL SHAREHOLDER RETURN)**

THIS PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT (the "Agreement"), made this \_\_\_\_\_ by and between AMN Healthcare Services, Inc. (the "Company"), a Delaware corporation, and \_\_\_\_\_ (the "Grantee").

**WITNESSETH:**

WHEREAS, the Company sponsors the AMN Healthcare 2017 Equity Plan, (as may be amended from time to time, the "Plan"), and desires to afford the Grantee the opportunity to share in the appreciation of the Company's common stock, par value \$.01 per share ("Stock"), thereunder, thereby strengthening the Grantee's commitment to the welfare of the Company and Affiliates and promoting an identity of interest between stockholders and the Grantee.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto hereby agree as follows:

**1. Definitions.**

The following definitions shall be applicable throughout the Agreement. Where capitalized terms are used but not defined herein, their meaning shall be that set forth in the Plan (unless the context indicates otherwise).

(a) **"Accumulated Shares"** means, for a given day, and for a given Peer Company or the Company, the sum of (i) one share of common stock of the applicable company (as included on the Russell 2000), plus (ii) a cumulative number of shares of common stock purchased with dividends declared on the common stock, assuming same day reinvestment of the dividends into shares of common stock at the closing price on the ex-dividend date, for ex-dividend dates during the Opening Average Period or for the period between January 1, 2024 and the last day of the Closing Average Period, as the case may be.

(b) **"Affiliate"** means (i) any entity that directly or indirectly is controlled by, or is under common control with, the Company and (ii) any entity in which the Company has a significant equity interest, in either case, as determined by the Committee.

(c) **"Cause"** means (i) the definition of "cause" provided in the employment or severance agreement in effect between the Grantee and the Company or any Affiliate or (ii) if no such agreement exists, then the occurrence of any of the following: (A) Grantee's failure to perform in any material respect his or her duties as an employee of the Company, (B) Grantee's violation of the Company's Code of Business Conduct, Code of Ethics for Senior Financial Officers and Principal Executive Officer, and/or Securities Trading Policy, (C) the engaging by Grantee in willful misconduct or gross negligence which is injurious to the Company or any of its affiliates, monetarily or otherwise, (D) the commission by the Grantee of an act of fraud or embezzlement against the Company or any of its affiliates, (E) the conviction of the Grantee of a crime which constitutes a felony or any lesser crime that involves Company property or a pleading of guilty or nolo contendere with respect to a crime which constitutes a felony or any lesser crime that involves Company property, or (F) violation of any of the restrictive covenants in Section 9 hereof.

(d) **"Change in Control"** means:

(i) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of a majority of the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors;

(ii) the sale of all or substantially all of the business or assets of the Company; or

(iii) the consummation of a merger, consolidation or similar form of corporate transaction involving the Company that requires the approval of the Company's stockholders, whether for such transaction or the issuance of securities in the transaction (a "Business Combination"), if immediately following such Business Combination: (A) a Person is or becomes the beneficial owner, directly or indirectly, of a majority of the combined voting power of the outstanding voting securities eligible to elect directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation), or (B) the Company's stockholders prior to the Business Combination thereafter cease to beneficially own, directly or indirectly, a majority of the combined voting power of the outstanding voting securities eligible to elect directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation), counting for this purpose only voting securities of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation) received by such stockholders in connection with the Business Combination. "Surviving Corporation" shall mean the corporation resulting from a Business Combination, and "Parent Corporation" shall mean the ultimate parent corporation that directly or indirectly has beneficial ownership of a majority of the combined voting power of the then outstanding voting securities of the Surviving Corporation entitled to vote generally in the election of directors.

(e) **"Change in Control Termination"** means the occurrence of either of the following events during the Protection Period: (i) the Company's termination of the Grantee's Service without Cause (other than due to death or Disability) or (ii) the Grantee's termination of his or her Service with Good Reason at a time when the Grantee could not have been terminated for Cause.

(f) **"Closing Average Period"** means the ninety (90)-day period ending on the last day of the Performance Period.

(g) **"Closing Average Share Value"** means, for each of the Peer Companies and the Company, the average, over the days in the Closing Average Period, of the closing price of its common stock multiplied by the Accumulated Shares for each day during the Closing Average Period.

(h) **"Disabled"** has the meaning set forth in Section 13(c)(ii) of the Plan.

(i) **"Good Reason"** means (i) the definition of "good reason" provided in the employment or severance agreement in effect between the Grantee and the Company or any Affiliate or (ii) if no such agreement exists, then the occurrence of any of the following events without the Grantee's express written consent: (A) a material reduction in the Grantee's base salary or target annual bonus compensation as in effect on the date immediately prior to a Change in Control, (B) the Company's assignment to the Grantee without the Grantee's consent of duties materially and adversely inconsistent with the Grantee's position, duties or responsibilities as in effect immediately before the Change in Control, including, but not limited to, any material reduction in such position, duties or responsibilities, or a change in the Grantee's title or office, as then in effect, or any removal of the Grantee from any of such positions, titles or offices, or (C) the Company's relocation of the Grantee's principal place of employment to a locale that is more than fifty (50) miles from the Grantee's principal place of employment immediately prior to the Change in Control.

(j) **"Grant Date"** means \_\_\_\_\_.

(k) **"NQDC Plan"** means the Company's 2005 Amended and Restated Executive Nonqualified Excess Plan, as may be amended from time to time.

(l) **"Opening Average Period"** means the ninety (90)-day period ended on December 31, 2023.

(m) "Opening Average Share Value" means, for each of the Peer Companies and the Company, the average during the Opening Average Period of the closing price of its common stock multiplied by the Accumulated Shares for each trading day during the Opening Average Period.

(n) "Peer Companies" means the companies included in the Russell 2000 on December 31, 2023. In the event of a merger, acquisition or business combination transaction of a Peer Company with or by another Peer Company, the surviving entity shall remain a Peer Company. In the event of a merger of a Peer Company with an entity that is not a Peer Company, or the acquisition or business combination transaction by or with a Peer Company, or with an entity that is not a Peer Company, in each case, where the Peer Company is the surviving entity and remains publicly traded, the surviving entity shall remain a Peer Company. In the event of a merger or acquisition or business combination transaction of a Peer Company by or with an entity that is not a Peer Company, a "going private" transaction involving a Peer Company or the liquidation of a Peer Company, where the Peer Company is not the surviving entity or is otherwise no longer publicly traded, the company shall no longer be a Peer Company. In the event of a bankruptcy of a Peer Company, such company shall remain a Peer Company.

(o) "Performance Period" means January 1, 2024 through December 31, 2026.

(p) "Performance Restricted Stock Unit(s)" or "PRSU(s)" means the performance restricted stock units granted under Section

2.

(q) "Protection Period" means the period beginning on the date that is six (6) months before the effective date of a Change in Control and ending on the second anniversary of the effective date of the Change in Control.

(r) "Relative Total Shareholder Return" or "Relative TSR" means the Company's TSR relative to the TSR of the Peer Companies. Following the calculation of the TSR of the Company and each Peer Company for the Performance Period, the Company and each Peer Company will be ranked in order of maximum to minimum according to their respective TSR for the Performance Period. After this ranking, the percentile performance of the Company relative to the Peer Companies will be determined as follows:



where: "P" represents the percentile performance, which will be rounded, if necessary, to the nearest half percentile by application of standard scientific rounding conventions.

"N" represents the number of Peer Companies, plus one (i.e., the Company).

"R" represents the Company's ranking versus the Peer Companies.

**Example:** If there are 1000 Peer Companies, and the Company ranked 501st out of 1001 (i.e., 1000 Peer Companies, plus the Company), the performance would be at the 50th percentile:  $.50 = 1 - ((501-1)/(1001-1))$ .

(s) "Retirement" means termination of Grantee's Service (other than for Cause or due to a Change in Control Termination) on or after attainment of age 55 with at least 15 full years of aggregate Service and provided further that the Grantee does not subsequently obtain

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employment with another employer. For clarity, only twelve (12) months of continuous Service shall count as a full year of Service for purposes of determining if Grantee is eligible for Retirement.

(t) "Service" means the performance of services for the Company (or any Affiliate) by a person in the capacity of an officer or other employee or key person (including consultants).

(u) "Total Shareholder Return" or "TSR" means for each of the Company and the Peer Companies, the company's total shareholder return, which will be calculated by dividing (i) the Closing Average Share Value by (ii) the Opening Average Share Value, and then subtracting one (1).

(v) "Vesting Date" means the date on which the Committee determines the TSR and Relative TSR.

**2. Grant of Performance Restricted Stock Units.** Subject to the terms and conditions set forth herein, the Company hereby grants to the Grantee \_\_\_\_\_ PRSUs, which shall be the target number. The actual number of PRSUs that can vest may be more or less than the

target number, as determined in accordance with the table (the "Vesting Table") set forth on Schedule I.

**3. Vesting Schedule.** No PRSUs may be settled until they have vested, which shall occur, if at all, on the Vesting Date. Except as otherwise set forth in this Agreement or in the Plan, the PRSUs shall only vest on the Vesting Date if the Grantee has provided Service to the Company continuously from the Grant Date through the Vesting Date. Except as otherwise set forth in this Agreement or in the Plan, the number of PRSUs that shall vest on the Vesting Date will be determined in accordance with the Vesting Table, based on the Company's achievement of Total Shareholder Return and Relative Total Shareholder Return for the Performance Period. Any fractional share resulting from the application of the percentages in the Vesting Table shall be rounded to the nearest whole number of shares. The Committee shall determine the Total Shareholder Return and Relative TSR, if any, within 60 days after the end of the Performance Period. On the Vesting Date, all PRSUs that do not vest shall be automatically cancelled and the right to receive any PRSUs that do not vest hereunder shall automatically expire.

**4. Settlement and Deferral of PRSUs.**

(a) Each vested PRSU entitles the Grantee to receive one share of Stock on the "Settlement Date," which shall be the later of (i) the Vesting Date, and (ii) the end of the deferral period specified by the Grantee. The deferral period shall be no less than four (4) years and five (5) days from the Grant Date. Such deferral election shall be made within 30 days of the Grant Date. Any deferral of the PRSUs shall be subject to the NQDC Plan and the applicable deferral election form.

(b) Shares of Stock underlying the PRSUs shall be issued and delivered to the Grantee in accordance with paragraph (a) and upon compliance to the satisfaction of the Committee with all requirements under applicable laws or regulations in connection with such issuance and with the requirements hereof and of the Plan. The determination of the Committee as to such compliance shall be final and binding on the Grantee. The shares of Stock delivered to the Grantee pursuant to this Section 4 shall be free and clear of all liens, fully paid and non-assessable. In no event shall fractional shares of Stock be issued.

(c) Until such time as shares of Stock have been issued to the Grantee pursuant to paragraph (b) above, and except as set forth in Section 5 below regarding dividend equivalents, the Grantee shall not have any rights as a holder of the shares of Stock underlying this Grant including but not limited to voting rights.

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(d) The Grantee may be required to pay to the Company or any Affiliate, and the Company or any Affiliate shall have the right and is hereby authorized to withhold from any shares of Stock or other property deliverable under the PRSU or from any compensation or other amounts owing to the Grantee the amount (in cash, Stock or other property) of any required tax withholding and payroll taxes in respect of a PRSU vesting or settlement and to take such other action as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such taxes.

(e) Without limiting the generality of clause (d) above, in the Committee's sole discretion the Grantee may satisfy, in whole or in part, the foregoing withholding liability by having the Company withhold from the number of shares of Stock otherwise issuable pursuant to the settlement of the PRSU a number of shares with a Fair Market Value equal to such withholding liability.

**5. Dividend Equivalents.** If on any date the Company shall pay any cash dividend on shares of Stock of the Company, the number of PRSUs credited to the Grantee pursuant to the Vesting Table shall, as of such date, be increased by an amount determined by the following formula:

W = (X multiplied by Y) divided by Z, where:

W = the number of additional PRSUs to be credited to the Grantee on such dividend payment date;

X = the aggregate number of PRSUs (whether vested or unvested) credited to the Grantee as of the record date of the dividend;

Y = the cash dividend per share amount; and

Z = the Fair Market Value per share of Stock (as determined under the Plan) on the dividend payment date.

For the avoidance of doubt, no dividend equivalents shall be credited to PRSUs prior to the Committee determining the Total Shareholder Return and Relative TSR (and thus the actual number of PRSUs subject to vesting).

## **6. Termination of Service.**

(a) Except as provided below, if the Grantee's Service terminates for any reason prior to the Settlement Date, then all unvested PRSUs shall be forfeited.

(b) If the Grantee's Service terminates due to Retirement at any time after six (6) months from the Grant Date but before the Settlement Date, then provided that the Grantee continuously remains in Retirement status after termination of Service, the Grantee shall continue to vest in all of the Grantee's unvested PRSUs according to the terms of this Agreement as though the Grantee's Service had not terminated. For clarity, the actual number of PRSUs that shall vest shall be determined at the end of the Performance Period according to the Vesting Table based on actual performance, and such vested PRSUs shall be settled at the time specified in Section 4 hereof.

(c) If the Grantee's Service terminates due to a Change in Control Termination after the Grant Date but before the end of the Performance Period, then on the date of the Grantee's termination (or, if later, on the effective date of the Change in Control), 100% of the target number of PRSUs shall become immediately vested and settled according to Section 4 hereof, and any PRSUs in excess of the target number shall be forfeited. If the Grantee's Service terminates due to a Change in Control Termination after the end of the Performance Period but before the Settlement Date, then on the date of the Grantee's termination (or, if later, on the effective date of the Change in

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Control), the number of PRSUs that were earned based on actual performance according to the Vesting Table shall become immediately vested and settled according to Section 4 hereof.

(d) In the event of the Grantee's death or if the Committee determines, in its sole discretion, that the Grantee has become Disabled, in each case, after the Grant Date and prior to the end of the Performance Period, (i) 100% of the target number of PRSUs shall become immediately vested and, regardless of the Grantee's deferral election, the Company, as soon as reasonably practicable, shall issue shares of Stock to the Grantee (or the Grantee's designated beneficiary or estate executor in the event of the Grantee's death) with respect to the target number of PRSUs and (ii) any PRSUs in excess of the target number shall be forfeited. In the event the Grantee dies or becomes Disabled (as determined by the Committee in its sole discretion) on or after the end of the Performance Period and prior to (or on) the Settlement Date, the Grantee shall be entitled to receive shares of Stock underlying all vested PRSUs, and regardless of the Grantee's deferral election, the Company, as soon as reasonably practicable, shall issue the applicable number of shares of Stock to the Grantee (or the Grantee's designated beneficiary or estate executor in the event of the Grantee's death).

(e) If the Grantee's Service is terminated by the Company without Cause or by the Grantee for Good Reason, in each case after the Grant Date but before the end of the Performance Period (other than due to a Change in Control Termination), then a pro-rata portion of the PRSUs based on a fraction equal to the number of full calendar months that have elapsed from the first day of the Performance Period through and inclusive of the termination date divided by 36 shall remain eligible to vest at the end of the Performance Period according to the Vesting Table based on actual performance, and such vested PRSUs shall be settled at the time specified in Section 4 hereof.

(f) If the Grantee's employment is terminated due to a reason specified in (b)-(d) above but, after such termination, the Committee determines that it would have had Cause to terminate the Grantee's Service if all the relevant facts had been known to the Committee as of the date of the Grantee's termination, then all PRSUs and Actual PRSUs shall immediately be forfeited and cancelled, whether or not vested, as of the date of the Committee's determination.

## **7. Company; Grantee.**

(a) The term "Company" as used in this Agreement with reference to employment shall include the Company, its Subsidiaries and its Affiliates, as appropriate.

(b) Whenever the word "Grantee" is used in any provision of this Agreement under circumstances where the provision should logically be construed to apply to the beneficiaries, the executors, the administrators, or the person or persons to whom the PRSUs may be transferred by will or by the laws of descent and distribution, the word "Grantee" shall be deemed to include such person or persons.

**8. Non-Transferability.** The PRSUs granted herein are not transferable by the Grantee other than to a designated beneficiary upon death, by will or the laws of descent and distribution, to a trust solely for the benefit of the Grantee or his/her immediate family or, in the case of the PRSUs being held by such a trust, by the trustee.

**9. Forfeiture for Violation of Restrictive Covenants.**

(a) **Non-Compete.** The Grantee agrees that during the term of the Grantee's employment and for a period of two years thereafter (the "Coverage Period") the Grantee will not engage in, consult with, participate in, hold a position as shareholder, director, officer, consultant, employee, partner or investor, or otherwise assist any business entity (i) in any State of the United States of America or (ii) in any other country in which the Company (which, for the avoidance of doubt, includes for all purposes of this Section 9 any and all of its divisions, Affiliates or Subsidiaries) has business activities, in either case, that is engaged in (A) any activities that are competitive with the business of providing (i) healthcare or other personnel on a temporary or permanent placement basis to

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hospitals, healthcare facilities, healthcare provider practice groups or other entities, (II) managed services programs, workforce management systems, workforce consulting services, predictive modeling, staff scheduling, credentialing services, revenue cycle solutions, or language services or (III) healthcare workforce technology platforms, including language services, software-as-a-service vendor management solutions, workforce optimization services, recruitment process outsourcing services, telehealth services, credentialing services, and flex pool management and other outsourced solutions services or (B) any other business in which the Company is then engaged, in each case, including any and all business activities reasonably related thereto.

(b) **Non-Solicit.** The Grantee agrees that during the Coverage Period, the Grantee shall not solicit, attempt to solicit or endeavor to entice away from the Company any person who, at any time during the term of the Grantee's employment was a healthcare professional (including a healthcare executive) of the Company, or an employee, customer, permanent placement candidate, client or supplier of the Company.

(c) **Confidential and Proprietary Information.** The Grantee agrees that the Grantee will not, at any time make use of or divulge to any other person, firm or corporation any confidential or proprietary information concerning the business or policies of the Company (which includes, for the avoidance of doubt, any and all of its divisions, Affiliates or Subsidiaries). For purposes of this Agreement, any confidential information shall constitute any information designated as confidential or proprietary by the Company or otherwise known by the Grantee to be confidential or proprietary information including, without limitation, customer information. The Grantee acknowledges and agrees that for purposes of this Agreement, "customer information" includes without limitation, customer lists, all lists of professional personnel, names, addresses, phone numbers, contact persons, preferences, pricing arrangements, requirements and practices. The Grantee's obligation under this Section 9(c) shall not apply to any information that (i) is known publicly; (ii) is in the public domain or hereafter enters the public domain without the fault of the Grantee; or (iii) is hereafter disclosed to the Grantee by a third party not under an obligation of confidence to the Company. The Grantee agrees not to remove from the premises of the Company, except as an employee of the Company in pursuit of the business of the Company or except as specifically permitted in writing by the Company, any document or other object containing or reflecting any such confidential or proprietary information. The Grantee recognizes that all such information, whether developed by the Grantee or by someone else, will be the sole exclusive property of the Company. Upon termination of employment, the Grantee shall forthwith deliver to the Company all such confidential or proprietary information, including without limitation all lists of customers, pricing methods, financial structures, correspondence, accounts, records and any other documents, computer disks, computer programs, software, laptops, modems or property made or held by the Grantee or under the Grantee's control in relation to the business or affairs of the Company, and no copy of any such confidential or proprietary information shall be retained by the Grantee.

(d) **Forfeiture for Violations.** If the Grantee shall at any time violate the provisions of Section 9(a), (b), or (c), the Grantee shall immediately forfeit his/her PRSUs (whether vested or unvested) and any issuance of shares of Stock that occurs after (or within six (6) months before) any such violation shall be void *ab initio*.

(e) **Additional Agreement.** For the avoidance of doubt, this Section 9 shall be in addition to and shall not supersede (or be superseded by) any other agreements related to the

subject matter of this Section 9 contained in any confidentiality agreement, noncompetition agreement or any other agreement between the Grantee and the Company.

**10. Rights as Stockholder.** The Grantee or a transferee of the PRSUs shall have no rights as a stockholder with respect to any share of Stock covered by the PRSUs until the Grantee shall have become the holder of record of such share of Stock and no adjustment shall be made for dividends or distributions or other rights in respect of such share of Stock for which the record date is prior to the date upon which Grantee shall become the holder of record thereof.

**11. Successor.** The obligations of the Company under this Agreement shall be binding upon any successor corporation or organization resulting from the merger, consolidation or other reorganization of the Company, or upon any successor corporation or organization succeeding to substantially all of the assets and business of the Company. The Company agrees that it will make appropriate provisions for the preservation of the Grantee's rights under this Agreement in any agreement or plan that it may enter into or adopt to effect any such merger, consolidation, reorganization or transfer of assets.

**12. Notice.** Every notice or other communication relating to this Agreement shall be in writing, and shall be mailed to or delivered by hand, by mail or electronic transmission (with confirmation of transmission) to the party for whom it is intended at such address as may from time to time be designated by it in a notice mailed or delivered to the other party as herein provided, provided that, unless and until some other address be so designated, all notices or communications by the Grantee to the Company shall be mailed or delivered to the Company at its principal executive office, and all notices or communications by the Company to the Grantee may be given to the Grantee personally or may be mailed or e-mailed to the Grantee at the Grantee's address or e-mail as recorded in the records of the Company.

**13. No Right to Continued Employment.** This Agreement shall not be construed as giving the Grantee the right to be retained in the employ or service of the Company, a Subsidiary or an Affiliate. Further, the Company or an Affiliate may at any time dismiss the Grantee or discontinue any consulting relationship, free from any liability or any claim under this Agreement, except as otherwise expressly provided herein.

**14. Binding Effect.** Subject to Section 8 hereof, this Agreement shall be binding upon the heirs, executors, administrators and successors of the parties hereto.

**15. Amendment of Agreement.** The Committee may, to the extent consistent with the terms of this Agreement, waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, any portion of the PRSUs heretofore granted, prospectively or retroactively; provided that any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would adversely impair the rights of the Grantee in respect of any PRSUs already granted shall not to that extent be effective without the consent of the Grantee.

**16. PRSUs Subject to Plan and NQDC Plan.** By entering into this Agreement, the Grantee agrees and acknowledges that the Grantee has received and read a copy of the Plan and a copy of the NQDC Plan. The PRSUs are subject to the terms of Plan, and the NQDC Plan if the PRSUs are deferred under the NQDC Plan. The terms and provisions of the plans as they may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of either the Plan or the NQDC Plan, the applicable terms and provisions of the applicable plan will govern and prevail.

**17. Governing Law.** This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Delaware without regard to the principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction that could cause the application of the laws of any jurisdiction other than the State of Delaware.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**AMN Healthcare Services, Inc.**

**By:**

Name:

Title:

**GRANTEE**

**By:**

Name:

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*Executive Version*

**SCHEDULE I**

**TSR VESTING TABLE**

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*CEO Version*

**AMN HEALTHCARE  
EQUITY PLAN  
PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT  
(TOTAL SHAREHOLDER RETURN)**

THIS PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT (the "Agreement"), made this \_\_\_\_\_ by and between AMN Healthcare Services, Inc. (the "Company"), a Delaware corporation, and \_\_\_\_\_ (the "Grantee").

**WITNESSETH:**

WHEREAS, the Company sponsors the AMN Healthcare 2017 Equity Plan, (as may be amended from time to time, the "Plan"), and desires to afford the Grantee the opportunity to share in the appreciation of the Company's common stock, par value \$.01 per share ("Stock"), thereunder, thereby strengthening the Grantee's commitment to the welfare of the Company and Affiliates and promoting an identity of interest between stockholders and the Grantee.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto hereby agree as follows:

**1. Definitions.**

The following definitions shall be applicable throughout the Agreement. Where capitalized terms are used but not defined herein, their meaning shall be that set forth in the Plan (unless the context indicates otherwise).

(a) **Accumulated Shares** means, for a given day, and for a given Peer Company or the Company, the sum of (i) one share of common stock of the applicable company (as included on the Russell 2000), plus (ii) a cumulative number of shares of common stock purchased with dividends declared on the common stock, assuming same day reinvestment of the dividends into shares of common stock at the closing price on the ex-dividend date, for ex-dividend dates during the Opening Average Period or for the period between January 1, 2024 and the last day of the Closing Average Period, as the case may be.

(b) **Affiliate** means (i) any entity that directly or indirectly is controlled by, or is under common control with, the Company and (ii) any entity in which the Company has a significant equity interest, in either case, as determined by the Committee.

(c) **Cause** means (i) the definition of "cause" provided in the employment or severance agreement in effect between the Grantee and the Company or any Affiliate or (ii) if no such agreement exists, then the occurrence of any of the following: (A) Grantee's failure to perform in any material respect his or her duties as an employee of the Company, (B) Grantee's violation of the Company's Code of Business Conduct, Code of Ethics for Senior Financial Officers and Principal Executive Officer, and/or Securities Trading Policy, (C) the engaging by Grantee in willful misconduct or gross negligence which is injurious to the Company or any of its affiliates, monetarily or otherwise, (D) the commission by the Grantee of an act of fraud or embezzlement against the Company or any of its affiliates, (E) the conviction of the Grantee of a crime which constitutes a felony or any lesser crime that involves Company property or a pleading of guilty or nolo contendere with respect to a crime which constitutes a felony or any lesser crime that involves Company property, or (F) violation of any of the restrictive covenants in Section 9 hereof.

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(d) **Change in Control** means:

(i) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of a majority of the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors;

(ii) the sale of all or substantially all of the business or assets of the Company; or

(iii) the consummation of a merger, consolidation or similar form of corporate transaction involving the Company that requires the approval of the Company's stockholders, whether for such transaction or the issuance of securities in the transaction (a "Business Combination"), if immediately following such Business Combination: (A) a Person is or becomes the beneficial owner, directly or indirectly, of a majority of the combined voting power of the outstanding voting securities eligible to elect directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation), or (B) the Company's stockholders prior to the Business Combination thereafter cease to beneficially own, directly or indirectly, a majority of the combined voting power of the outstanding voting securities eligible to elect directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation), counting for this purpose only voting securities of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation) received by such stockholders in connection with the Business Combination. "Surviving Corporation" shall mean the corporation resulting from a Business Combination, and "Parent Corporation" shall mean the ultimate parent corporation that directly or indirectly has beneficial ownership of a majority of the combined voting power of the then outstanding voting securities of the Surviving Corporation entitled to vote generally in the election of directors.

(e) **Change in Control Termination** means the occurrence of either of the following events during the Protection Period: (i) the Company's termination of the Grantee's Service without Cause (other than due to death or Disability) or (ii) the Grantee's termination of his or her Service with Good Reason at a time when the Grantee could not have been terminated for Cause.

(f) **Closing Average Period** means the ninety (90)-day period ending on the last day of the Performance Period.

(g) **Closing Average Share Value** means, for each of the Peer Companies and the Company, the average, over the days in the Closing Average Period, of the closing price of its common stock multiplied by the Accumulated Shares for each day during the Closing Average Period.

(h) **Disabled** has the meaning set forth in Section 13(c)(ii) of the Plan.

(i) **Good Reason** means (i) the definition of "good reason" provided in the employment or severance agreement in effect between the Grantee and the Company or any Affiliate or (ii) if no such agreement exists, then the occurrence of any of the following events without the Grantee's express written consent: (A) a material reduction in the Grantee's base salary or target annual bonus compensation as in effect on the date immediately prior to a Change in Control, (B) the Company's assignment to the Grantee without the Grantee's consent of duties materially and

adversely inconsistent with the Grantee's position, duties or responsibilities as in effect immediately before the Change in Control, including, but not limited to, any material reduction in such position, duties or responsibilities, or a change in the Grantee's title or office, as then in effect, or any removal of the Grantee from any of such positions, titles or offices, or (C) the Company's relocation of the Grantee's principal place of employment to a locale that is more than fifty (50) miles from the Grantee's principal place of employment immediately prior to the Change in Control.

(j) "Grant Date" means \_\_\_\_\_.

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(k) "NQDC Plan" means the Company's 2005 Amended and Restated Executive Nonqualified Excess Plan, as may be amended from time to time.

(l) "Opening Average Period" means the ninety (90)-day period ended on December 31, 2023.

(m) "Opening Average Share Value" means, for each of the Peer Companies and the Company, the average during the Opening Average Period of the closing price of its common stock multiplied by the Accumulated Shares for each trading day during the Opening Average Period.

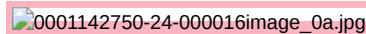
(n) "Peer Companies" means the companies included in the Russell 2000 on December 31, 2023. In the event of a merger, acquisition or business combination transaction of a Peer Company with or by another Peer Company, the surviving entity shall remain a Peer Company. In the event of a merger of a Peer Company with an entity that is not a Peer Company, or the acquisition or business combination transaction by or with a Peer Company, or with an entity that is not a Peer Company, in each case, where the Peer Company is the surviving entity and remains publicly traded, the surviving entity shall remain a Peer Company. In the event of a merger or acquisition or business combination transaction of a Peer Company by or with an entity that is not a Peer Company, a "going private" transaction involving a Peer Company or the liquidation of a Peer Company, where the Peer Company is not the surviving entity or is otherwise no longer publicly traded, the company shall no longer be a Peer Company. In the event of a bankruptcy of a Peer Company, such company shall remain a Peer Company.

(o) "Performance Period" means January 1, 2024 through December 31, 2026.

(p) "Performance Restricted Stock Unit(s)" or "PRSU(s)" means the performance restricted stock units granted under Section 2.

(q) "Protection Period" means the period beginning on the date that is six (6) months before the effective date of a Change in Control and ending on the second anniversary of the effective date of the Change in Control.

(r) "Relative Total Shareholder Return" or "Relative TSR" means the Company's TSR relative to the TSR of the Peer Companies. Following the calculation of the TSR of the Company and each Peer Company for the Performance Period, the Company and each Peer Company will be ranked in order of maximum to minimum according to their respective TSR for the Performance Period. After this ranking, the percentile performance of the Company relative to the Peer Companies will be determined as follows:



where: "P" represents the percentile performance, which will be rounded, if necessary, to the nearest half percentile by application of standard scientific rounding conventions.

"N" represents the number of Peer Companies, plus one (i.e., the Company).

"R" represents the Company's ranking versus the Peer Companies.

**Example:** If there are 1000 Peer Companies, and the Company ranked 501st out of 1001 (i.e., 1000 Peer Companies, plus the Company), the performance would be at the 50th percentile:  $.50 = 1 - ((501-1)/(1001-1))$ .

(s) "Retirement" means termination of Grantee's Service (other than for Cause or due to a Change in Control Termination) on or after attainment of age 55 with at least 15 full years of aggregate Service and provided further that the Grantee does not subsequently obtain

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employment with another employer. For clarity, only twelve (12) months of continuous Service shall count as a full year of Service for purposes of determining if Grantee is eligible for Retirement.

(t) "Service" means the performance of services for the Company (or any Affiliate) by a person in the capacity of an officer or other employee or key person (including consultants).

(u) "Total Shareholder Return" or "TSR" means for each of the Company and the Peer Companies, the company's total shareholder return, which will be calculated by dividing (i) the Closing Average Share Value by (ii) the Opening Average Share Value, and then subtracting one (1).

(v) "Vesting Date" means the date on which the Committee determines the TSR and Relative TSR.

**2. Grant of Performance Restricted Stock Units.** Subject to the terms and conditions set forth herein, the Company hereby grants to the Grantee \_\_\_\_\_ PRSUs, which shall be the target number. The actual number of PRSUs that can vest may be more or less than the target number, as determined in accordance with the table (the "Vesting Table") set forth on Schedule I.

**3. Vesting Schedule.** No PRSUs may be settled until they have vested, which shall occur, if at all, on the Vesting Date. Except as otherwise set forth in this Agreement or in the Plan, the PRSUs shall only vest on the Vesting Date if the Grantee has provided Service to the Company continuously from the Grant Date through the Vesting Date. Except as otherwise set forth in this Agreement or in the Plan, the number of PRSUs that shall vest on the Vesting Date will be determined in accordance with the Vesting Table, based on the Company's achievement of Total Shareholder Return and Relative Total Shareholder Return for the Performance Period. Any fractional share resulting from the application of the percentages in the Vesting Table shall be rounded to the nearest whole number of shares. The Committee shall determine the Total Shareholder Return and Relative TSR, if any, within 60 days after the end of the Performance Period. On the Vesting Date, all PRSUs that do not vest shall be automatically cancelled and the right to receive any PRSUs that do not vest hereunder shall automatically expire.

**4. Settlement and Deferral of PRSUs.**

(a) Each vested PRSU entitles the Grantee to receive one share of Stock on the "Settlement Date," which shall be the later of (i) the Vesting Date, and (ii) the end of the deferral period specified by the Grantee. The deferral period shall be no less than four (4) years and five (5) days from the Grant Date. Such deferral election shall be made within 30 days of the Grant Date. Any deferral of the PRSUs shall be subject to the NQDC Plan and the applicable deferral election form.

(b) Shares of Stock underlying the PRSUs shall be issued and delivered to the Grantee in accordance with paragraph (a) and upon compliance to the satisfaction of the Committee with all requirements under applicable laws or regulations in connection with such issuance and with the requirements hereof and of the Plan. The determination of the Committee as to such compliance shall be final and binding on the Grantee. The shares of Stock delivered to the Grantee pursuant to this Section 4 shall be free and clear of all liens, fully paid and non-assessable. In no event shall fractional shares of Stock be issued.

(c) Until such time as shares of Stock have been issued to the Grantee pursuant to paragraph (b) above, and except as set forth in Section 5 below regarding dividend equivalents, the Grantee shall not have any rights as a holder of the shares of Stock underlying this Grant including but not limited to voting rights.

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(d) The Grantee may be required to pay to the Company or any Affiliate, and the Company or any Affiliate shall have the right and is hereby authorized to withhold from any shares of Stock or other property deliverable under the PRSU or from any compensation or other amounts owing to the Grantee the amount (in cash, Stock or other property) of any required tax withholding and payroll taxes in respect of a PRSU vesting or settlement and to take such other action as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such taxes.

(e) Without limiting the generality of clause (d) above, in the Committee's sole discretion the Grantee may satisfy, in whole or in part, the foregoing withholding liability by having the Company withhold from the number of shares of Stock otherwise issuable pursuant to the settlement of the PRSU a number of shares with a Fair Market Value equal to such withholding liability.

**5. Dividend Equivalents.** If on any date the Company shall pay any cash dividend on shares of Stock of the Company, the number of PRSUs credited to the Grantee pursuant to the Vesting Table shall, as of such date, be increased by an amount determined by the following formula:

W = (X multiplied by Y) divided by Z, where:

W = the number of additional PRSUs to be credited to the Grantee on such dividend payment date;

X = the aggregate number of PRSUs (whether vested or unvested) credited to the Grantee as of the record date of the dividend;

Y = the cash dividend per share amount; and

Z = the Fair Market Value per share of Stock (as determined under the Plan) on the dividend payment date.

For the avoidance of doubt, no dividend equivalents shall be credited to PRSUs prior to the Committee determining the Total Shareholder Return and Relative TSR (and thus the actual number of PRSUs subject to vesting).

## **6. Termination of Service.**

(a) Except as provided below, if the Grantee's Service terminates for any reason prior to the Settlement Date, then all unvested PRSUs shall be forfeited.

(b) If the Grantee's Service terminates due to Retirement at any time after six (6) months from the Grant Date but before the Settlement Date, then provided that the Grantee continuously remains in Retirement status after termination of Service, the Grantee shall continue to vest in all of the Grantee's unvested PRSUs according to the terms of this Agreement as though the Grantee's Service had not terminated. For clarity, the actual number of PRSUs that shall vest shall be determined at the end of the Performance Period according to the Vesting Table based on actual performance, and such vested PRSUs shall be settled at the time specified in Section 4 hereof.

(c) If the Grantee's Service terminates due to a Change in Control Termination after the Grant Date but before the end of the Performance Period, then on the date of the Grantee's termination (or, if later, on the effective date of the Change in Control), 100% of the target number of PRSUs shall become immediately vested and settled according to Section 4 hereof, and any PRSUs in excess of the target number shall be forfeited. If the Grantee's Service terminates due to a Change in Control Termination after the end of the Performance Period but before the Settlement Date, then on the date of the Grantee's termination (or, if later, on the effective date of the Change in

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Control), the number of PRSUs that were earned based on actual performance according to the Vesting Table shall become immediately vested and settled according to Section 4 hereof.

(d) In the event of the Grantee's death or if the Committee determines, in its sole discretion, that the Grantee has become Disabled, in each case, after the Grant Date and prior to the end of the Performance Period, (i) 100% of the target number of PRSUs shall become immediately vested and, regardless of the Grantee's deferral election, the Company, as soon as reasonably practicable, shall issue shares of Stock to the Grantee (or the Grantee's designated beneficiary or estate executor in the event of the Grantee's death) with respect to the target number of PRSUs and (ii) any PRSUs in excess of the target number shall be forfeited. In the event the Grantee dies or becomes Disabled (as determined by the Committee in its sole discretion) on or after the end of the Performance Period and prior to (or on) the Settlement Date, the Grantee shall be entitled to receive shares of Stock underlying all vested PRSUs, and regardless of the Grantee's deferral election, the Company, as soon as reasonably practicable, shall issue the applicable number of shares of Stock to the Grantee (or the Grantee's designated beneficiary or estate executor in the event of the Grantee's death).

(e) If the Grantee's Service is terminated by the Company without Cause or by the Grantee for Good Reason, in each case after the Grant Date but before the end of the Performance Period (other than due to a Change in Control Termination), then a pro-rata portion of the PRSUs based on a fraction equal to the number of full calendar months that have elapsed from the first day of the Performance Period through and inclusive of the termination date divided by 36 shall remain eligible to vest at the end of the Performance Period according to the Vesting Table based on actual performance, and such vested PRSUs shall be settled at the time specified in Section 4 hereof.

(f) If the Grantee's employment is terminated due to a reason specified in (b)-(e) above but, after such termination, the Committee determines that it would have had Cause to terminate the Grantee's Service if all the relevant facts had been known to the Committee as of the date of the Grantee's termination, then all PRSUs and Actual PRSUs shall immediately be forfeited and cancelled, whether or not vested, as of the date of the Committee's determination.

## **7. Company; Grantee.**

(a) The term "Company" as used in this Agreement with reference to employment shall include the Company, its Subsidiaries and its Affiliates, as appropriate.

(b) Whenever the word "Grantee" is used in any provision of this Agreement under circumstances where the provision should logically be construed to apply to the beneficiaries, the executors, the administrators, or the person or persons to whom the PRSUs may be transferred by will or by the laws of descent and distribution, the word "Grantee" shall be deemed to include such person or persons.

**8. Non-Transferability.** The PRSUs granted herein are not transferable by the Grantee other than to a designated beneficiary upon death, by will or the laws of descent and distribution, to a trust solely for the benefit of the Grantee or his/her immediate family or, in the case of the PRSUs being held by such a trust, by the trustee.

**9. Forfeiture for Violation of Restrictive Covenants.**

(a) **Non-Compete.** The Grantee agrees that during the term of the Grantee's employment and for a period of two years thereafter (the "Coverage Period") the Grantee will not engage in, consult with, participate in, hold a position as shareholder, director, officer, consultant, employee, partner or investor, or otherwise assist any business entity (i) in any State of the United States of America or (ii) in any other country in which the Company (which, for the avoidance of doubt, includes for all purposes of this Section 9 any and all of its divisions, Affiliates or Subsidiaries) has business activities, in either case, that is engaged in (A) any activities that are competitive with the business of providing (I) healthcare or other personnel on a temporary or permanent placement basis to

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hospitals, healthcare facilities, healthcare provider practice groups or other entities, (II) managed services programs, workforce management systems, workforce consulting services, predictive modeling, staff scheduling, credentialing services, revenue cycle solutions, or language services or (III) healthcare workforce technology platforms, including language services, software-as-a-service vendor management solutions, workforce optimization services, recruitment process outsourcing services, telehealth services, credentialing services, and flex pool management and other outsourced solutions services or (B) any other business in which the Company is then engaged, in each case, including any and all business activities reasonably related thereto.

(b) **Non-Solicit.** The Grantee agrees that during the Coverage Period, the Grantee shall not solicit, attempt to solicit or endeavor to entice away from the Company any person who, at any time during the term of the Grantee's employment was a healthcare professional (including a healthcare executive) of the Company, or an employee, customer, permanent placement candidate, client or supplier of the Company.

(c) **Confidential and Proprietary Information.** The Grantee agrees that the Grantee will not, at any time make use of or divulge to any other person, firm or corporation any confidential or proprietary information concerning the business or policies of the Company (which includes, for the avoidance of doubt, any and all of its divisions, Affiliates or Subsidiaries). For purposes of this Agreement, any confidential information shall constitute any information designated as confidential or proprietary by the Company or otherwise known by the Grantee to be confidential or proprietary information including, without limitation, customer information. The Grantee acknowledges and agrees that for purposes of this Agreement, "customer information" includes without limitation, customer lists, all lists of professional personnel, names, addresses, phone numbers, contact persons, preferences, pricing arrangements, requirements and practices. The Grantee's obligation under this Section 9(c) shall not apply to any information that (i) is known publicly; (ii) is in the public domain or hereafter enters the public domain without the fault of the Grantee; or (iii) is hereafter disclosed to the Grantee by a third party not under an obligation of confidence to the Company. The Grantee agrees not to remove from the premises of the Company, except as an employee of the Company in pursuit of the business of the Company or except as specifically permitted in writing by the Company, any document or other object containing or reflecting any such confidential or proprietary information. The Grantee recognizes that all such information, whether developed by the Grantee or by someone else, will be the sole exclusive property of the Company. Upon termination of employment, the Grantee shall forthwith deliver to the Company all such confidential or proprietary information, including without limitation all lists of customers, pricing methods, financial structures, correspondence, accounts, records and any other documents, computer disks, computer programs, software, laptops, modems or property made or held by the Grantee or under the Grantee's control in relation to the business or affairs of the Company, and no copy of any such confidential or proprietary information shall be retained by the Grantee.

(d) **Forfeiture for Violations.** If the Grantee shall at any time violate the provisions of Section 9(a), (b), or (c), the Grantee shall immediately forfeit his/her PRSUs (whether vested or unvested) and any issuance of shares of Stock that occurs after (or within six (6) months before) any such violation shall be void *ab initio*.

(e) **Additional Agreement.** For the avoidance of doubt, this Section 9 shall be in addition to and shall not supersede (or be superseded by) any other agreements related to the

subject matter of this Section 9 contained in any confidentiality agreement, noncompetition agreement or any other agreement between the Grantee and the Company.

**10. Rights as Stockholder.** The Grantee or a transferee of the PRSUs shall have no rights as a stockholder with respect to any share of Stock covered by the PRSUs until the Grantee shall have become the holder of record of such share of Stock and no adjustment shall be made for dividends or distributions or other rights in respect of such share of Stock for which the record date is prior to the date upon which Grantee shall become the holder of record thereof.

**11. Successor.** The obligations of the Company under this Agreement shall be binding upon any successor corporation or organization resulting from the merger, consolidation or other reorganization of the Company, or upon any successor corporation or organization succeeding to substantially all of the assets and business of the Company. The Company agrees that it will make appropriate provisions for the preservation of the Grantee's rights under this Agreement in any agreement or plan that it may enter into or adopt to effect any such merger, consolidation, reorganization or transfer of assets.

**12. Notice.** Every notice or other communication relating to this Agreement shall be in writing, and shall be mailed to or delivered by hand, by mail or electronic transmission (with confirmation of transmission) to the party for whom it is intended at such address as may from time to time be designated by it in a notice mailed or delivered to the other party as herein provided, provided that, unless and until some other address be so designated, all notices or communications by the Grantee to the Company shall be mailed or delivered to the Company at its principal executive office, and all notices or communications by the Company to the Grantee may be given to the Grantee personally or may be mailed or e-mailed to the Grantee at the Grantee's address or e-mail as recorded in the records of the Company.

**13. No Right to Continued Employment.** This Agreement shall not be construed as giving the Grantee the right to be retained in the employ or service of the Company, a Subsidiary or an Affiliate. Further, the Company or an Affiliate may at any time dismiss the Grantee or discontinue any consulting relationship, free from any liability or any claim under this Agreement, except as otherwise expressly provided herein.

**14. Binding Effect.** Subject to Section 8 hereof, this Agreement shall be binding upon the heirs, executors, administrators and successors of the parties hereto.

**15. Amendment of Agreement.** The Committee may, to the extent consistent with the terms of this Agreement, waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, any portion of the PRSUs heretofore granted, prospectively or retroactively; provided that any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would adversely impair the rights of the Grantee in respect of any PRSUs already granted shall not to that extent be effective without the consent of the Grantee.

**16. PRSUs Subject to Plan and NQDC Plan.** By entering into this Agreement, the Grantee agrees and acknowledges that the Grantee has received and read a copy of the Plan and a copy of the NQDC Plan. The PRSUs are subject to the terms of Plan, and the NQDC Plan if the PRSUs are deferred under the NQDC Plan. The terms and provisions of the plans as they may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of either the Plan or the NQDC Plan, the applicable terms and provisions of the applicable plan will govern and prevail.

**17. Governing Law.** This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Delaware without regard to the principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction that could cause the application of the laws of any jurisdiction other than the State of Delaware.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**AMN Healthcare Services, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GRANTEE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit 10.47**  
CEO Version

**SCHEDULE I**

**TSR VESTING TABLE**

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**Exhibit 10.48**  
Non-Executive Form

**AMN HEALTHCARE  
EQUITY PLAN  
PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT  
(TOTAL SHAREHOLDER RETURN)**

THIS PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT (the "Agreement"), made this \_\_\_\_\_, by and between AMN Healthcare Services, Inc. (the "Company"), a Delaware corporation, and \_\_\_\_\_ (the "Grantee").

**WITNESSETH:**

WHEREAS, the Company sponsors the AMN Healthcare 2017 Equity Plan, (as may be amended from time to time, the "Plan"), and desires to afford the Grantee the opportunity to share in the appreciation of the Company's common stock, par value \$.01 per share ("Stock"), thereunder, thereby strengthening the Grantee's commitment to the welfare of the Company and Affiliates and promoting an identity of interest between stockholders and the Grantee.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto hereby agree as follows:

**1. Definitions.**

The following definitions shall be applicable throughout the Agreement. Where capitalized terms are used but not defined herein, their meaning shall be that set forth in the Plan (unless the context indicates otherwise).

(a) "Accumulated Shares" means, for a given day, and for a given Peer Company or the Company, the sum of (i) one share of common stock of the applicable company (as included on the Russell 2000), plus (ii) a cumulative number of shares of common stock purchased with dividends declared on the common stock, assuming same day reinvestment of the dividends into shares of common stock at the closing price on the ex-dividend date, for ex-dividend dates during the Opening Average Period or for the period between January 1, 2024 and the last day of the Closing Average Period, as the case may be.

(b) **"Affiliate"** means (i) any entity that directly or indirectly is controlled by, or is under common control with, the Company and (ii) any entity in which the Company has a significant equity interest, in either case, as determined by the Committee.

(c) **"Cause"** means (i) the definition of "cause" means any of the following: (A) Grantee's failure to perform in any material respect his or her duties as an employee of the Company, (B) Grantee's violation of the Company's Code of Business Conduct, Code of Ethics for Senior Financial Officers and Principal Executive Officer, and/or Securities Trading Policy, (C) the engaging by Grantee in willful misconduct or gross negligence which is injurious to the Company or any of its affiliates, monetarily or otherwise, (D) the commission by the Grantee of an act of fraud or embezzlement against the Company or any of its affiliates, or (E) the conviction of the Grantee of a crime which constitutes a felony or any lesser crime that involves Company property or a pleading of guilty or nolo contendere with respect to a crime which constitutes a felony or any lesser crime that involves Company property, or (F) violation of any of the restrictive covenants in Section 9 hereof.

(d) **"Change in Control"** means:

(i) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") (a "Person") of beneficial ownership (within the meaning of Rule 13d-3

**Exhibit 10.48**  
*Non-Executive Form*

promulgated under the Exchange Act) of a majority of the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors;

(ii) the sale of all or substantially all of the business or assets of the Company; or

(iii) the consummation of a merger, consolidation or similar form of corporate transaction involving the Company that requires the approval of the Company's stockholders, whether for such transaction or the issuance of securities in the transaction (a "Business Combination"), if immediately following such Business Combination: (A) a Person is or becomes the beneficial owner, directly or indirectly, of a majority of the combined voting power of the outstanding voting securities eligible to elect directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation), or (B) the Company's stockholders prior to the Business Combination thereafter cease to beneficially own, directly or indirectly, a majority of the combined voting power of the outstanding voting securities eligible to elect directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation), counting for this purpose only voting securities of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation) received by such stockholders in connection with the Business Combination. "Surviving Corporation" shall mean the corporation resulting from a Business Combination, and "Parent Corporation" shall mean the ultimate parent corporation that directly or indirectly has beneficial ownership of a majority of the combined voting power of the then outstanding voting securities of the Surviving Corporation entitled to vote generally in the election of directors.

(e) **"Change in Control Termination"** means the Company's termination of the Grantee's Service without Cause (other than due to death or Disability) during the Protection Period.

(f) **"Closing Average Period"** means the ninety (90)-day period ending on the last day of the Performance Period.

(g) **"Closing Average Share Value"** means, for each of the Peer Companies and the Company, the average, over the days in the Closing Average Period, of the closing price of its common stock multiplied by the Accumulated Shares for each day during the Closing Average Period.

(h) **"Disabled"** has the meaning set forth in Section 13(c)(ii) of the Plan.

(i) **"Grant Date"** means \_\_\_\_\_.

(j) **"NQDC Plan"** means the Company's 2005 Amended and Restated Executive Nonqualified Excess Plan, as may be amended from time to time.

(k) **"Opening Average Period"** means the ninety (90)-day period ended on December 31, 2023.

(l) **"Opening Average Share Value"** means, for each of the Peer Companies and the Company, the average during the Opening Average Period of the closing price of its common stock multiplied by the Accumulated Shares for each trading day during the Opening Average Period.

(m) "Peer Companies" means the companies included in the Russell 2000 on December 31, 2023. In the event of a merger, acquisition or business combination transaction of a Peer Company with or by another Peer Company, the surviving entity shall remain a Peer Company. In the event of a merger of a Peer Company with an entity that is not a Peer Company, or the acquisition or business combination transaction by or with a Peer Company, or with an entity that is not a Peer Company, in each case, where the Peer Company is the surviving entity and remains publicly traded, the surviving entity shall remain a Peer Company. In the event of a merger or acquisition or business combination transaction of a Peer Company by or with an entity that is not a

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Peer Company, a "going private" transaction involving a Peer Company or the liquidation of a Peer Company, where the Peer Company is not the surviving entity or is otherwise no longer publicly traded, the company shall no longer be a Peer Company. In the event of a bankruptcy of a Peer Company, such company shall remain a Peer Company.

(n) "Performance Period" means January 1, 2024 through December 31, 2026.

(o) "Performance Restricted Stock Unit(s)" or "PRSU(s)" means the performance restricted stock units granted under Section

2.

(p) "Protection Period" means the period beginning on the date that is six (6) months before the effective date of a Change in Control and ending on the second anniversary of the effective date of the Change in Control.

(q) "Relative Total Shareholder Return" or "Relative TSR" means the Company's TSR relative to the TSR of the Peer Companies. Following the calculation of the TSR of the Company and each Peer Company for the Performance Period, the Company and each Peer Company will be ranked in order of maximum to minimum according to their respective TSR for the Performance Period. After this ranking, the percentile performance of the Company relative to the Peer Companies will be determined as follows:



where: "P" represents the percentile performance, which will be rounded, if necessary, to the nearest half percentile by application of standard scientific rounding conventions.

"N" represents the number of Peer Companies, plus one (i.e., the Company).

"R" represents the Company's ranking versus the Peer Companies.

**Example:** If there are 1000 Peer Companies, and the Company ranked 501st out of 1001 (i.e., 1000 Peer Companies, plus the Company), the performance would be at the 50th percentile:  $.50 = 1 - ((501-1)/(1001-1))$ .

(r) "Retirement" means termination of Grantee's Service on or after attainment of age 55 with at least 15 full years of aggregate Service and provided further that the Grantee does not subsequently obtain employment with another employer. For clarity, only twelve (12) months of continuous Service shall count as a full year of Service for purposes of determining if Grantee is eligible for Retirement.

(s) "Service" means the performance of services for the Company (or any Affiliate) by a person in the capacity of an officer or other employee or key person (including consultants).

(t) "Total Shareholder Return" or "TSR" means for each of the Company and the Peer Companies, the company's total shareholder return, which will be calculated by dividing (i) the Closing Average Share Value by (ii) the Opening Average Share Value, and then subtracting one (1).

(u) "Vesting Date" means the date on which the Committee determines the TSR and Relative TSR; provided, however, that in the event of a Change in Control, the Vesting Date shall be the effective date of the Change in Control.

**2. Grant of Performance Restricted Stock Units.** Subject to the terms and conditions set forth herein, the Company hereby grants to the Grantee \_\_\_\_\_ PRSUs, which shall be the target number. The actual number of PRSUs that can vest may be more or less than

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the target number, as determined in accordance with the table (the "Vesting Table") set forth on Schedule I.

**3. Vesting Schedule.** No PRSUs may be settled until they have vested, which shall occur, if at all, on the Vesting Date. Except as otherwise set forth in this Agreement or in the Plan, the PRSUs shall only vest on the Vesting Date if the Grantee has provided Service to the Company continuously from the Grant Date through the Vesting Date. Except as otherwise set forth in this Agreement or in the Plan, the number of PRSUs that shall vest on the Vesting Date will be determined in accordance with the Vesting Table, based on the Company's achievement of Total Shareholder Return and Relative Total Shareholder Return for the Performance Period. Any fractional share resulting from the application of the percentages in the Vesting Table shall be rounded to the nearest whole number of shares. The Committee shall determine the Total Shareholder Return and Relative TSR, if any, within 60 days after the end of the Performance Period. On the Vesting Date, all PRSUs that do not vest shall be automatically cancelled and the right to receive any PRSUs that do not vest hereunder shall automatically expire.

**4. Settlement and Deferral of PRSUs.**

(a) Each vested PRSU entitles the Grantee to receive one share of Stock on the "Settlement Date," which shall be the later of (i) the Vesting Date, and (ii) the end of the deferral period specified by the Grantee. The deferral period shall be no less than four (4) years and five (5) days from the Grant Date. Such deferral election shall be made within 30 days of the Grant Date. Any deferral of the PRSUs shall be subject to the NQDC Plan and the applicable deferral election form.

(b) Shares of Stock underlying the PRSUs shall be issued and delivered to the Grantee in accordance with paragraph (a) and upon compliance to the satisfaction of the Committee with all requirements under applicable laws or regulations in connection with such issuance and with the requirements hereof and of the Plan. The determination of the Committee as to such compliance shall be final and binding on the Grantee. The shares of Stock delivered to the Grantee pursuant to this Section 4 shall be free and clear of all liens, fully paid and non-assessable. In no event shall fractional shares of Stock be issued.

(c) Until such time as shares of Stock have been issued to the Grantee pursuant to paragraph (b) above, and except as set forth in Section 5 below regarding dividend equivalents, the Grantee shall not have any rights as a holder of the shares of Stock underlying this Grant including but not limited to voting rights.

(d) The Grantee may be required to pay to the Company or any Affiliate, and the Company or any Affiliate shall have the right and is hereby authorized to withhold from any shares of Stock or other property deliverable under the PRSU or from any compensation or other amounts owing to the Grantee the amount (in cash, Stock or other property) of any required tax withholding and payroll taxes in respect of a PRSU vesting or settlement and to take such other action as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such taxes.

(e) Without limiting the generality of clause (d) above, in the Committee's sole discretion the Grantee may satisfy, in whole or in part, the foregoing withholding liability by having the Company withhold from the number of shares of Stock otherwise issuable pursuant to the settlement of the PRSU a number of shares with a Fair Market Value equal to such withholding liability.

**5. Dividend Equivalents.** If on any date the Company shall pay any cash dividend on shares of Stock of the Company, the number of PRSUs credited to the Grantee pursuant to the Vesting Table shall, as of such date, be increased by an amount determined by the following formula:

$W = (X \text{ multiplied by } Y) \text{ divided by } Z, \text{ where:}$

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$W$  = the number of additional PRSUs to be credited to the Grantee on such dividend payment date;

$X$  = the aggregate number of PRSUs (whether vested or unvested) credited to the Grantee as of the record date of the dividend;

$Y$  = the cash dividend per share amount; and

$Z$  = the Fair Market Value per share of Stock (as determined under the Plan) on the dividend payment date.

For the avoidance of doubt, no dividend equivalents shall be credited to PRSUs prior to the Committee determining the Total Shareholder Return and Relative TSR (and thus the actual number of PRSUs subject to vesting).

**6. Termination of Service.**

(a) Except as provided below, if the Grantee's Service terminates for any reason prior to the Settlement Date, then all unvested PRSUs shall be forfeited.

(b) If the Grantee's Service terminates due to Retirement at any time after 6 (six) months from the Grant Date but before the Settlement Date, then provided that the Grantee continuously remains in Retirement status after termination of Service, the Grantee shall continue to vest in all of the Grantee's unvested PRSUs according to the terms of this Agreement as though the Grantee's Service had not terminated. For clarity, the actual number of PRSUs that shall vest shall be determined at the end of the Performance Period according to the Vesting Table based on actual performance, and such vested PRSUs shall be settled at the time specified in Section 4 hereof.

(c) If the Grantee's Service terminates due to a Change in Control Termination after the Grant Date but before the end of the Performance Period, then on the date of the Grantee's termination (or, if later, on the effective date of the Change in Control), 100% of the target number of PRSUs shall become immediately vested and settled according to Section 4 hereof, and any PRSUs in excess of the target number shall be forfeited. If the Grantee's Service terminates due to a Change in Control Termination after the end of the Performance Period but before the Settlement Date, then on the date of the Grantee's termination (or, if later, on the effective date of the Change in Control), the number of PRSUs that were earned based on actual performance according to the Vesting Table shall become immediately vested and settled according to Section 4 hereof.

(d) In the event of the Grantee's death or if the Committee determines, in its sole discretion, that the Grantee has become Disabled, in each case, after the Grant Date and prior to the end of the Performance Period, (i) 100% of the target number of PRSUs shall become immediately vested and, regardless of the Grantee's deferral election, the Company, as soon as reasonably practicable, shall issue shares of Stock to the Grantee (or the Grantee's designated beneficiary or estate executor in the event of the Grantee's death) with respect to the target number of PRSUs and (ii) any PRSUs in excess of the target number shall be forfeited. In the event the Grantee dies or becomes Disabled (as determined by the Committee in its sole discretion) on or after the end of the Performance Period and prior to (or on) the Settlement Date, the Grantee shall be entitled to receive shares of Stock underlying all vested PRSUs, and regardless of the Grantee's deferral election, the Company, as soon as reasonably practicable, shall issue the applicable number of shares of Stock to the Grantee (or the Grantee's designated beneficiary or estate executor in the event of the Grantee's death).

(e) If the Grantee's Service is terminated by the Company without Cause in each case after the Grant Date but before the end of the Performance Period (other than due to a Change in Control Termination), then a pro-rata portion of the PRSUs based on a fraction equal to the number of full calendar months that have elapsed from the first day of the Performance Period through and inclusive of the termination date divided by 36 shall remain eligible to vest at the end of the

**Exhibit 10.48**  
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Performance Period according to the Vesting Table based on actual performance, and such vested PRSUs shall be settled at the time specified in Section 4 hereof.

(f) If the Grantee's employment is terminated due to a reason specified in (b)-(d) above but, after such termination, the Committee determines that it would have had Cause to terminate the Grantee's Service if all the relevant facts had been known to the Committee as of the date of the Grantee's termination, then all PRSUs and Actual PRSUs shall immediately be forfeited and cancelled, whether or not vested, as of the date of the Committee's determination.

## **7. Company; Grantee.**

(a) The term "Company" as used in this Agreement with reference to employment shall include the Company, its Subsidiaries and its Affiliates, as appropriate.

(b) Whenever the word "Grantee" is used in any provision of this Agreement under circumstances where the provision should logically be construed to apply to the beneficiaries, the executors, the administrators, or the person or persons to whom the PRSUs may be transferred by will or by the laws of descent and distribution, the word "Grantee" shall be deemed to include such person or persons.

**8. Non-Transferability.** The PRSUs granted herein are not transferable by the Grantee other than to a designated beneficiary upon death, by will or the laws of descent and distribution, to a trust solely for the benefit of the Grantee or his/her immediate family or, in the case of the PRSUs being held by such a trust, by the trustee.

## **9. Forfeiture for Violation of Restrictive Covenants.**

(a) **Non-Compete.** The Grantee agrees that during the term of the Grantee's employment and for a period of two years thereafter (the "Coverage Period") the Grantee will not engage in, consult with, participate in, hold a position as shareholder, director, officer, consultant, employee, partner or investor, or otherwise assist any business entity (i) in any State of the United States of America or (ii) in any other country in which the Company (which, for the avoidance of doubt, includes for all purposes of this Section 9 any and all of its divisions, Affiliates or Subsidiaries) has business activities, in either case, that is engaged in (A) any activities that are competitive with the business of providing (I) healthcare or other personnel on a temporary or permanent placement basis to hospitals, healthcare facilities, healthcare provider practice groups or other entities, (II) managed services programs, workforce management systems, workforce consulting services, predictive modeling, staff scheduling, credentialing services, revenue cycle solutions, or language services or (III) healthcare workforce technology platforms, including language services, software-as-a-service vendor management solutions, workforce optimization services, recruitment process outsourcing services, telehealth services, credentialing services, and flex pool management and other outsourced solutions services, or (B) any other business in which the Company is then engaged, in each case, including any and all business activities reasonably related thereto.

(b) **Non-Solicit.** The Grantee agrees that during the Coverage Period, the Grantee shall not solicit, attempt to solicit or endeavor to entice away from the Company any person who, at any time during the term of the Grantee's employment was a healthcare professional (including a healthcare executive) of the Company, or an employee, customer, permanent placement candidate, client or supplier of the Company.

(c) **Confidential and Proprietary Information.** The Grantee agrees that the Grantee will not, at any time make use of or divulge to any other person, firm or corporation any confidential or proprietary information concerning the business or policies of the Company (which includes, for the avoidance of doubt, any and all of its divisions, Affiliates or Subsidiaries). For purposes of this Agreement, any confidential information shall constitute any information designated

**Exhibit 10.48**

*Non-Executive Form*

as confidential or proprietary by the Company or otherwise known by the Grantee to be confidential or proprietary information including, without limitation, customer information. The Grantee acknowledges and agrees that for purposes of this Agreement, "customer information" includes without limitation, customer lists, all lists of professional personnel, names, addresses, phone numbers, contact persons, preferences, pricing arrangements, requirements and practices. The Grantee's obligation under this Section 9(c) shall not apply to any information that (i) is known publicly; (ii) is in the public domain or hereafter enters the public domain without the fault of the Grantee; or (iii) is hereafter disclosed to the Grantee by a third party not under an obligation of confidence to the Company. The Grantee agrees not to remove from the premises of the Company, except as an employee of the Company in pursuit of the business of the Company or except as specifically permitted in writing by the Company, any document or other object containing or reflecting any such confidential or proprietary information. The Grantee recognizes that all such information, whether developed by the Grantee or by someone else, will be the sole exclusive property of the Company. Upon termination of employment, the Grantee shall forthwith deliver to the Company all such confidential or proprietary information, including without limitation all lists of customers, pricing methods, financial structures, correspondence, accounts, records and any other documents, computer disks, computer programs, software, laptops, modems or property made or held by the Grantee or under the Grantee's control in relation to the business or affairs of the Company, and no copy of any such confidential or proprietary information shall be retained by the Grantee.

(d) **Forfeiture for Violations.** If the Grantee shall at any time violate the provisions of Section 9(a), (b), or (c), the Grantee shall immediately forfeit his/her PRSUs (whether vested or unvested) and any issuance of shares of Stock that occurs after (or within six (6) months before) any such violation shall be void *ab initio*.

(e) **Additional Agreement.** For the avoidance of doubt, this Section 9 shall be in addition to and shall not supersede (or be superseded by) any other agreements related to the subject matter of this Section 9 contained in any confidentiality agreement, noncompetition agreement or any other agreement between the Grantee and the Company.

**10. Rights as Stockholder.** The Grantee or a transferee of the PRSUs shall have no rights as a stockholder with respect to any share of Stock covered by the PRSUs until the Grantee shall have become the holder of record of such share of Stock and no adjustment shall be made for dividends or distributions or other rights in respect of such share of Stock for which the record date is prior to the date upon which Grantee shall become the holder of record thereof.

**11. Successor.** The obligations of the Company under this Agreement shall be binding upon any successor corporation or organization resulting from the merger, consolidation or other reorganization of the Company, or upon any successor corporation or organization succeeding to substantially all of the assets and business of the Company. The Company agrees that it will make appropriate provisions for the preservation of the Grantee's rights under this Agreement in any agreement or plan that it may enter into or adopt to effect any such merger, consolidation, reorganization or transfer of assets.

**12. Notice.** Every notice or other communication relating to this Agreement shall be in writing, and shall be mailed to or delivered by hand, by mail or electronic transmission (with confirmation of transmission) to the party for whom it is intended at such address as may from time to time be designated by it in a notice mailed or delivered to the other party as herein provided, provided that, unless and until some other address be so designated, all notices or communications by the Grantee to the Company shall be mailed or delivered to the Company at its principal executive office, and all notices or communications by the Company to the Grantee may be given to the Grantee

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personally or may be mailed or e-mailed to the Grantee at the Grantee's address or e-mail as recorded in the records of the Company.

**13. No Right to Continued Employment.** This Agreement shall not be construed as giving the Grantee the right to be retained in the employ or service of the Company, a Subsidiary or an Affiliate. Further, the Company or an Affiliate may at any time dismiss the Grantee or discontinue any consulting relationship, free from any liability or any claim under this Agreement, except as otherwise expressly provided herein.

**14. Binding Effect.** Subject to Section 8 hereof, this Agreement shall be binding upon the heirs, executors, administrators and successors of the parties hereto.

**15. Amendment of Agreement.** The Committee may, to the extent consistent with the terms of this Agreement, waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, any portion of the PRSUs heretofore granted, prospectively or retroactively; provided that any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would adversely impair the rights of the Grantee in respect of any PRSUs already granted shall not to that extent be effective without the consent of the Grantee.

**16. PRSUs Subject to Plan and NQDC Plan.** By entering into this Agreement, the Grantee agrees and acknowledges that the Grantee has received and read a copy of the Plan and a copy of the NQDC Plan. The PRSUs are subject to the terms of Plan, and the NQDC Plan if the PRSUs are deferred under the NQDC Plan. The terms and provisions of the plans as they may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of either the Plan or the NQDC Plan, the applicable terms and provisions of the applicable plan will govern and prevail.

**17. Governing Law.** This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Delaware without regard to the principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction that could cause the application of the laws of any jurisdiction other than the State of Delaware.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**AMN Healthcare Services, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GRANTEE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

**SCHEDULE I**

**TSR VESTING TABLE**

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Exhibit 21.1

Subsidiaries of the Registrant, as of December 31, 2023 December 31, 2024

<b>Subsidiary</b>	<b>Jurisdiction of Organization</b>
Advanced Medical Personnel Services, LLC	Delaware
AMN Allied Services, LLC	Delaware
AMN Healthcare Allied, Inc.	Texas
AMN Healthcare, Inc.	Nevada
AMN Healthcare Interim Solutions, LLC	Delaware
AMN Healthcare <b>Labor Disruption, Inc.</b>	California
AMN Healthcare <b>Language Services, Inc.</b>	Delaware
AMN Healthcare Locum Tenens, Inc.	Delaware
AMN Healthcare Physician Permanent Placement, LLC	California
AMN Healthcare <b>Workforce Strategy and Optimization, LLC</b>	Nebraska
AMN Leadership Solutions, Inc.	Delaware
AMN Services, LLC	North Carolina
AMN Staffing Services, LLC	Delaware
AMN Workforce Solutions, LLC	Delaware
<b>Avantas, LLC</b>	Nebraska
B4Health, LLC	Maryland
Connetics Communications, LLC	California
DrWanted.com, LLC	Delaware
<b>HealthSource Global Staffing, Inc.</b>	California
Medefis, Inc.	Delaware
MSI Systems Corp.	Pennsylvania
Nursefinders, LLC	Texas
O'Grady-Peyton International (USA), Inc.	Massachusetts
ShiftWise, Inc.	Oregon
Silversheet Inc.	Delaware
Spectrum Insurance Company, Inc.	Hawaii
Stratus Video Costa Rica, S.A.	Costa Rica
<b>Synzi, LLC</b>	Delaware

**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in the registration statements (No. 333-73482, No. 333-117695, No. 333-133227, No. 333-133305, No. 333-142187, No. 333-158523, No. 333-180856, No. 333-180857, No. 333-194484, No. 333-217553, and No. 333-273354) on Form S-8 of our reports dated **February 22, 2024** **February 20, 2025**, with respect to the consolidated financial statements of AMN Healthcare Services, Inc. and the effectiveness of internal control over financial reporting.

/s/ KPMG LLP

San Diego, California  
February 22, 2024 20, 2025

**Certification Pursuant To  
Rule 13a-14(a) of the Securities Exchange Act of 1934**

I, Caroline S. Grace, certify that:

1. I have reviewed this report on Form 10-K of AMN Healthcare Services, 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.

/s/ CAROLINE S. GRACE

Caroline S. Grace  
Director, President and Chief Executive Officer  
(Principal Executive Officer)

Date: **February 22, 2024** **February 20, 2025**

**Certification Pursuant To  
Rule 13a-14(a) of the Securities Exchange Act of 1934**

I, **Jeffrey R. Knudson**, **Brian M. Scott**, certify that:

1. I have reviewed this report on Form 10-K of AMN Healthcare Services, 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.

/s/ **J BEFFREY RIAN R. K M. SNUDSON COTT**

**Jeffrey R. Knudson Brian M. Scott**  
Chief Financial Officer and Chief Operating Officer  
(Principal Financial and Accounting Officer)

Date: **February 22, 2024** February 20, 2025

**AMN Healthcare Services, Inc.**

**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 Annual Report of AMN Healthcare Services, Inc. (the "Company") on Form 10-K for the period ended **December 31, 2023** December 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Caroline S. Grace, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 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.

/s/ CAROLINE S. GRACE

Caroline S. Grace  
President and Chief Executive Officer

Date: **February 22, 2024** February 20, 2025

Exhibit 32.2

AMN Healthcare Services, Inc.

**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 Annual Report of AMN Healthcare Services, Inc. (the "Company") on Form 10-K for the period ended **December 31, 2023** December 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, **Jeffrey R. Knudson**, Brian M. Scott, Chief Financial Officer and Chief Operating Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 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.

/s/ **JEFFREY RIAN R. K M. SNUDSON COTT**

**Jeffrey R. Knudson Brian M. Scott**  
Chief Financial Officer and Chief Operating Officer

Date: **February 22, 2024** February 20, 2025

Exhibit 97.1

AMN HEALTHCARE SERVICES, INC.

**Compensation Recoupment Policy**

In accordance with the applicable rules of The New York Stock Exchange (the "**NYSE Rules**") and the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), the Board of Directors (the "**Board**") of AMN Healthcare Services, Inc. (the "**Company**") has adopted this Policy to provide for the recovery of awarded Incentive-Based Compensation, as well as certain Additional Compensation, from Executive Officers under certain circumstances as set forth herein. All capitalized terms used in this Policy and not otherwise defined have the meanings set forth in Section **45** below.

**1) RECOUPMENT OF INCENTIVE-BASED COMPENSATION**

In the event of an Accounting Restatement, the Company will reasonably promptly recover the Erroneously Awarded Compensation that a current or former Executive Officer Received as follows:

- A. After an Accounting Restatement, the Talent and Compensation Committee (the "**Committee**") shall determine the amount of any Erroneously Awarded Compensation Received by each Executive Officer and shall promptly notify each Executive Officer of the amount of any Erroneously Awarded Compensation and request repayment or return of such compensation, as applicable. For Incentive-based Compensation based on (or derived from) the Company's stock price or total shareholder return, where the amount of Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information in the applicable Accounting Restatement, the amount to be repaid or returned will be determined by the Committee based on a reasonable estimate of the effect of the Accounting Restatement on the Company's stock price or total shareholder return upon which the Incentive-based Compensation was Received. The Company will maintain documentation of the determination of such reasonable estimate and provide the relevant documentation as required to the NYSE.

- B. In addition to Section 1.A. above, if the Company is required to prepare an Accounting Restatement due to material noncompliance with any financial reporting requirement under the securities laws caused by misconduct, the Company can seek recoupment of any profits realized by an Executive Officer from the sale of securities of the Company during the 12-month period following the first public issuance or filing with the SEC (whichever comes first) of the financial document embodying such defective financial statement, as well as any other amounts required by the Exchange Act.
- C. The Committee will determine the appropriate means of recovering Erroneously Awarded Compensation based on the particular facts and circumstances. However, except as set forth below, in no event will the Company accept an amount that is less than the amount of Erroneously Awarded Compensation in satisfaction of an Executive Officer's obligations under this Policy.
- D. To the extent an Executive Officer has already reimbursed the Company for any Erroneously Awarded Compensation Received under any duplicative recovery obligations established by the Company or applicable law, such reimbursed amount will be credited to the amount of Erroneously Awarded Compensation that is subject to recovery under this Policy.
- E. To the extent that an Executive Officer fails to repay all Erroneously Awarded Compensation to the Company, the applicable Executive Officer shall be required to reimburse the Company for any and all expenses reasonably incurred (including legal fees) by the Company in recovering such Erroneously Awarded Compensation.

Notwithstanding anything herein to the contrary, the Company is not required to take the actions contemplated above if the Committee determines that recovery would be impracticable and any of the following conditions are met:

- A. After making a reasonable attempt(s) to recover the Erroneously Awarded Compensation, documenting such attempt(s), and providing such documentation the NYSE, the Committee determines that the direct expenses paid to a third party to assist in enforcing the Policy would exceed the amount to be recovered; or

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Exhibit 97.1

- B. Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of Section 401(a)(13) or Section 411(a) of the Internal Revenue Code of 1986, as amended, and regulations thereunder.

## 2) DISCRETIONARY RECOUPMENT OF ADDITIONAL COMPENSATION

In addition to the provisions set forth in Part 1.A-E above, in the event that the Committee concludes that an Executive Officer engaged in fraud, embezzlement, or intentional breach of Company policy that is materially detrimental to the Company, as determined by the Committee in its sole discretion, the Committee may, in its sole discretion, request repayment or return of Incentive-based Compensation, as well as Additional Compensation from that Executive Officer. The Committee shall have the discretion to determine the amount of Incentive-based Compensation and/or Additional Compensation to be recovered as well as the manner, method and timing of such recovery.

## 3) PROHIBITION OF INDEMNIFICATION

The Company will not insure or indemnify any Executive Officer against (i) the loss of any Erroneously Awarded Compensation or Additional Compensation that is repaid, returned or recovered pursuant to the terms of this Policy, or (ii) any claims relating to the Company's enforcement of its rights under this Policy. Further, the Company will not enter into any agreement that exempts any Incentive-based Compensation or Additional Compensation that is granted, paid or awarded to an Executive Officer from the application of this Policy or that waives the Company's right to recovery of any Erroneously Awarded Compensation or Additional Compensation, and this Policy will supersede any such agreement.

## 4) ADMINISTRATION

This Policy shall be interpreted and administered by the Committee, and any determinations made by the Committee shall be final and binding on all affected individuals. The Board may amend this Policy from time to time in its discretion.

This Policy shall be binding and enforceable against all Executive Officers and, to the extent required by applicable law or guidance from the SEC or NYSE, their beneficiaries, heirs, executors, administrators or other legal representatives. Any right of recovery under this Policy is in addition to, and not in lieu of, any other remedies or rights of recovery that may be available to the Company.

## 5) DEFINITIONS

For purposes of this Policy, the capitalized terms shall have the following meanings:

- A. **"Accounting Restatement"** means an accounting restatement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.
- B. **"Additional Compensation"** means (i) the portion of an annual bonus, if any, that is not based upon the attainment of a Financial Reporting Measure and (ii) equity compensation awards that do not contain vesting terms based on the attainment of a Financial Reporting Measure.
- C. **"Clawback Eligible Incentive Compensation"** means all Incentive-based Compensation Received by a current or former Executive Officer (i) on or after December 1, 2023, (ii) after beginning service as an Executive Officer, (iii) who served as an Executive Officer at any time during the applicable performance period relating to any Incentive-based Compensation, and (iv) during the applicable Clawback Period.

**C.D. "Clawback Period"** means: (i) with respect to any Accounting Restatement, the three completed fiscal years of the Company immediately preceding the Restatement Date, and if the Company changes its fiscal year, any transition period of less than nine months within or immediately following those three completed fiscal years; (ii) with respect to compensation subject to discretionary recoupment pursuant to Section 2, the three completed fiscal years of the Company immediately preceding the date the Committee concludes an Executive Officer engaged in fraud, embezzlement, or intentional breach of Company policy that is materially detrimental to the Company.

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**D.E. "Erroneously Awarded Compensation"** means, with respect to each Executive Officer in connection with an Accounting Restatement, the amount of Clawback Eligible Incentive Compensation that exceeds the amount of Incentive-based Compensation that otherwise would have been Received had it been determined based on the restated amounts, computed without regard to any taxes paid.

**E.F. "Executive Officer"** means each individual who is currently or was previously designated as an "executive officer" of the Company as defined in Rule 16a-1(f) under the Exchange Act. For the avoidance of doubt, the identification of an Executive Officer for purposes of this Policy shall include each executive officer who is or was identified pursuant to Item 401(b) of Regulation S-K, as well as the principal financial officer and principal accounting officer (or, if there is no principal accounting officer, the controller).

**F.G. "Financial Reporting Measures"** means measures that are determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, and all other measures that are derived wholly or in part from such measures. Stock price and total shareholder return (and any measures that are derived wholly or in part from stock price or total shareholder return) shall, for purposes of this Policy, be considered Financial Reporting Measures.

**G.H. "Incentive-based Compensation"** means any compensation that is granted, earned or vested based wholly or in part upon the attainment of a Financial Reporting Measure.

**H.I. "Received"** means: (i) with respect to any Incentive-based Compensation, actual or deemed receipt, and Incentive-based Compensation shall be deemed received in the Company's fiscal period during which the Financial

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Reporting Measure specified in the Incentive-based Compensation award is attained, even if the payment or grant of the Incentive-based Compensation to the Executive Officer occurs after the end of that period; (ii) with respect to Additional Compensation, Additional Compensation that was granted to, vested and/or earned or received by an Executive Officer during the Clawback Period.<sup>1</sup>

**I.J. "Restatement Date"** means the earlier to occur of (i) the date the Board, a committee of the Board or the officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement, or (ii) the date a court, regulator or other legally authorized body directs the Company to prepare an Accounting Restatement.

<sup>1</sup> For the avoidance of doubt, Incentive-Based Compensation or Additional Compensation that is subject to deferral pursuant to a deferred compensation plan of the Company Group will be deemed Received by the Covered Executive for purposes of this Policy as of the date of deferral.

#### DISCLAIMER

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