Risk Factors Comparison 2024-02-22 to 2023-02-22 Form: 10-K

Legend: **New Text** ~~Removed Text~~ Unchanged Text Moved Text Section

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 ~~has~~ remained above pre- pandemic levels. ~~However, if new variants emerge or an outbreak of a different illness emerges, demand may again decrease.~~ As the pandemic has subsided, demand and bill rates, especially in our nurse and allied solutions businesses, have fluctuated from the levels seen during the pandemic. **We** ~~Weexpect~~ -- **expect** this decrease in demand will have 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 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 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 clients are facing 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 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 ~~18~~ **17** % of our consolidated revenue in ~~2022~~ **2023** . 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 ~~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 or otherwise, their need for our services may decline. With the advent of technology and more sophisticated staffing management and recruitment processes, including internal " travel " and other healthcare staffing models, 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~~ 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 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, unfair business practices and " price- gouging. " 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. 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 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. 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. ~~Increased regulation~~ **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, 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 ~~rising~~ **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 ~~human capital intensive~~ **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 and other technological advances 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 ~~, Silversheet and Synzi~~ 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 ~~reach~~ **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. 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. 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 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 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 perform the services in a timely manner could cause significant disruptions and increased costs to our business as well as reputational damage. 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 charge to earnings. An impairment charge to goodwill or intangible assets would decrease our earnings or increase our losses, as the case may be. 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, ~~2022~~ **2023** , our total indebtedness, net of unamortized fees and premium, equaled $ ~~843~~ **1, 304** . ~~5~~ **7** 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 December 31, ~~2022~~ **2023** , 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. ~~In addition, on March 5, 2021, the U. K. Financial Conduct Authority announced that 1- week and 2- week USD LIBOR will cease publication after December 31, 2021, and that 1- month, 3- month, 6- month and 1- year USD LIBOR will cease publication after June 30, 2023. As a result, we have transitioned to the Secured Overnight Financing Rate (" SOFR ") in the third amendment to our credit agreement.~~ 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 Audit Committee meetings as part of the Boards' risk oversight generally. AMN' s information security program reports up to our Chief Information & Digital Officer (" CIO ") and is managed by our Senior Director, Information Security, whose team is responsible for leading our enterprise- wide cybersecurity strategy. Through ongoing communications with the team, the CIO and the Senior Director, Information**

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 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, Information 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, Information 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, Information Security, and Privacy team provide regular updates to our Chief Executive Officer and other members of our senior management as appropriate. AMN' s information security 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 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 policies and procedures. We use a combination of tools and technologies to protect AMN Healthcare and the personal 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 . 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, ~~2022~~ **2023** together with our business segments that utilize them: LocationSquare FeetDallas, Texas (all segments) ~~108~~ **92** , ~~502~~ **420** San Diego, California (all segments) 51, 002 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, ~~2023~~ **2024** , there were ~~18~~ **20** 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, ~~2022~~ **2023** , 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 and June 15, 2022, we announced increases to the repurchase program totaling $ 700. 0 million **. Additionally, on February 16, 2023, we announced an increase of $ 500. 0 million** for a total of $ ~~850~~ **1, 350** . 0 million of repurchase authorization **, of which $ 226. 7 million remained on the repurchase program** as of December 31, ~~2022~~ **2023** . 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, 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, ~~2022~~ **2023** , we have repurchased ~~8~~ **12** . ~~2~~ **6** million shares of our common stock at an average price of $ ~~84~~ **89** . ~~85~~ **04** per share excluding broker' s fees **under the Company Repurchase Program** , resulting in an aggregate purchase price of $ ~~698~~ **1, 123** . ~~6~~ **3** million **excluding the effect of excise taxes** , since 2016 ~~. During 2022, we repurchased 5. 6 million shares of common stock at an average price of $ 102. 16 per share excluding broker' s fees, resulting in an aggregate purchase price of $ 576. 8 million~~ . 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 ~~2022~~ **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. PeriodTotalNumber ofShares (orUnits) PurchasedAveragePrice Paidper Share (or Unit) Total Number ofShares (or Units) Purchased as Part ofPublicly AnnouncedProgramMaximum DollarValue of Shares (or Units) that May Yet BePurchased Under the

ProgramJanuary 1- 31, ~~2022690~~ **2023922** , ~~783~~ **516** $ ~~97~~ **108** . ~~98690~~ **40922** , ~~783~~ **516** $ ~~110~~ **51** , ~~467~~ **374** , ~~685~~ **511** February 1- 28, ~~2022648~~ **2023187** , ~~346~~ **031** $ ~~99~~ **93** . ~~67648~~ **83187** , ~~346~~ **031** $ ~~345~~ **533** , ~~825~~ **820** , ~~167~~ **512** March 1- 31, ~~2022958~~ **2023658** , ~~545~~ **402** $ ~~99~~ **86** . ~~79958~~ **79658** , ~~545~~ **402** $ ~~250~~ **476** , ~~144~~ **658** , ~~621~~ **438** April 1- 30, ~~2022104~~ **2023550** , ~~843~~ **245** $ ~~101. 59104, 843~~ - **84. 02550, 245** $ ~~239~~ **430** , ~~490~~ **412** , ~~711~~ **324** May 1- 31, ~~20221~~ **2023 (a) 1** , ~~771~~ **803** , ~~240~~ **863** $ ~~92~~ **90** . ~~121~~ **781** , ~~771~~ **803** , ~~240~~ **863** $ ~~76~~ **226** , ~~278~~ **658** , ~~235~~ **470** June 1- 30, ~~2022~~ **2023** — $ **—** ~~0. 00~~ — $ ~~326~~ **226** , ~~278~~ **658** , ~~235~~ **470** July 1- 31, ~~2022~~ **2023** — $ **—** ~~0. 00~~ — $ ~~326~~ **226** , ~~278~~ **658** , ~~235~~ **470** August 1- 31, ~~2022 —~~ **2023260, 360 (b) 260, 360** $ **226** ~~0. 00 — $ 326~~ , ~~278~~ **658** , ~~235~~ **470** September 1- 30, ~~2022~~ **2023** — $ **—** ~~0. 00~~ — $ ~~326~~ **226** , ~~278~~ **658** , ~~235~~ **470** October 1- 31, ~~2022~~ **2023** — $ **—** ~~0. 00~~ — $ ~~326~~ **226** , ~~278~~ **658** , ~~235~~ **470** November 1- 30, **2023 —** ~~20221, 006, 756~~ $ **— —** ~~119. 761, 006, 756~~ $ ~~205~~ **226** , ~~682~~ **658** , ~~254~~ **470** December 1- 31, **2023 —** ~~2022463, 774~~ $ **— —** ~~117. 01463, 774~~ $ ~~151~~ **226** , ~~402~~ **658** , ~~100~~ **470** ~~Total5~~ **Total4** , ~~644~~ **382** , ~~287~~ **417** $ ~~102~~ **96** . ~~165~~ **904** , ~~644~~ **382** , ~~287~~ **417** $ ~~151~~ **226** , ~~402~~ **658** , ~~100~~ **470 (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 ~~NYSE Composite Index, (ii) the~~ Russell 2000 Index, **and** (~~iii~~ **ii**) ~~the Dow Jones US Business Training & Employment Agencies Index (" BTEA "), and (iv~~) the S & P Healthcare Services Select Industry Index (" SPSIHP "), assuming an investment of $ 100 on December 31, ~~2017~~ **2018** in our common stock and the stocks comprising the ~~NYSE Composite Index, the~~ Russell 2000 Index ~~, the BTEA,~~ and the SPSIHP, respectively. ~~The Russell 2000 Index and the SPSIHP have been added to the performance graph for the fiscal year ended December 31, 2022 and we plan to include them in future filings. The Russell 2000 Index is a widely used broad- based market index that we believe more accurately represents companies of comparable market capitalization. Additionally, we believe that the SPSIHP is a more accurate representation of a published industry index that includes companies engaged in businesses similar to ours. Accordingly, we plan to discontinue the use of the NYSE Composite Index and the BTEA in future filings.~~ 12 ~~/ 31 / 1712~~ / 31 / 1812 / 31 / 1912 / 31 / 2012 / 31 / 2112 / 31 / **2212 / 31 /** ~~22AMN~~ **23AMN** Healthcare Services, Inc. 100. 00 ~~115~~ **109** . ~~05 126~~ **97 120** . ~~52 138~~ **46 215** . ~~58 248~~ **90 181** . ~~39 208. 77 NYSE Composite100. 00 91. 05 114. 28 122. 26 147~~ - **47 132** . **16** ~~54 133. 75~~ Russell 2000100. 00 ~~88~~ **125** . ~~99 111~~ **52 150** . ~~70 134~~ **58 172. 90 137. 56 160. 85 SPSIHP100** . 00 ~~153~~ **119** . ~~85 122. 41 BTEA100. 00 74. 61 94. 22 99. 70 136. 41 94. 30 SPSIHP100. 00 103. 02 122. 78 164. 29 180~~ - **18** ~~. 72 145. 15~~ **159 . 48 175. 42 140. 90 148. 19** 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 We provide healthcare workforce solutions and staffing services to healthcare facilities across the nation. As ~~an innovative~~ **a tech- centric** total talent solutions partner, our managed services programs, or " MSP, " vendor management systems, or " VMS, " workforce consulting services, predictive modeling, staff scheduling ~~, telehealth services, credentialing services~~ , revenue cycle solutions, language interpretation services and the placement of physicians, nurses, allied healthcare professionals and healthcare leaders into temporary and permanent positions enable our clients to successfully reduce staffing complexity, increase efficiency and lead their organizations within the rapidly evolving healthcare environment. For the year ended December 31, ~~2022~~ **2023** , we recorded revenue of $ ~~5~~ **3** , ~~243~~ **789** . ~~2~~ **3** million, as compared to $ ~~3~~ **5** , ~~984~~ **243** . 2 million for ~~2021~~ **2022** . We recorded net income of $ **210. 7 million for 2023, as compared to $** 444. 1 million for 2022 ~~, as compared to $ 327. 4 million for 2021~~ . Nurse and allied solutions segment revenue comprised **69 % and** 76 ~~% and 75~~ % of total consolidated revenue for the years ended December 31, **2023 and** 2022 ~~and 2021~~ , respectively. Physician and leadership **solutions segment revenue comprised 18 % and 13 % of total consolidated revenue for the years ended December 31, 2023 and 2022, respectively. Technology and workforce** solutions segment revenue comprised 13 % and ~~15~~ **11** % of total consolidated revenue for the years ended December 31, **2023 and** 2022 ~~and 2021, respectively. Technology and workforce solutions segment revenue comprised 11 % and 10 % of total consolidated revenue for the years ended December 31, 2022 and 2021~~ , 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 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, ~~credentialing,~~ 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 ~~, April 7, 2021, and February 14, 2020, we acquired Connetics, Synzi (including its wholly- owned subsidiary SnapMD), and Stratus Video (which we have since rebranded as AMN Language Services), respectively. Connetics specializes in the direct hire recruitment and permanent placement of international nurse and allied health professionals with healthcare facilities in the United States~~ . 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 ~~access~~ **retain** and **grow** ~~effectively utilize~~ our network of qualified healthcare professionals ~~to capitalize on the demand we are experiencing due to the combined effects of healthcare reform, the aging population and labor shortages within certain regions and disciplines~~ . 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, we have grown our business both organically and as a result of a number of 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. 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 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. **• 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 ~~since~~ **from** early 2020 through ~~present~~ **2022** , the COVID- 19 pandemic and the " Great Resignation " ~~have~~ impacted demand. ~~Since~~ **From** late 2020 **through most of 2022** , ~~we have been experiencing~~ **these conditions resulted in** historically high demand for **our** nurses ~~and~~ **,** allied healthcare professionals and ~~current~~ **vendor- neutral VMS technologies supporting the placement of these professionals. Since 2022, healthcare organizations have hired permanent staff aggressively, enabling them to reduce what had been historically high utilization of contingent labor. As a result, in 2023,** demand ~~across all segments and~~ **in our travel nurse** business ~~lines is~~ **declined significantly over the course of the first quarter and into the early second quarter. In the third and fourth quarter, demand for our travel nurse business was relatively stable but remained below pre- pandemic levels. Demand in our allied business continues to be** above pre- **pandemic levels, and certain specialties such as therapy and imaging are up significantly year over year, offsetting the decline in laboratory and other specialties involved in treating** COVID- 19 **patients. In 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 fourth quarter staffing volume relatively flat to the prior quarter. Overall staffing volume remains above pre- pandemic** levels **with favorable** ~~. We continue to see~~ demand **in international nurse staffing and allied staffing. Bill rates decreased slightly in the fourth quarter, at a slower rate than the first three quarters of the year, and remain well** above pre- pandemic levels across ~~our~~ **the** nurse and allied solutions segment ~~driven by vacancies resulting from burnout, attrition, and retirements. The wages for nurses and the corresponding bill rates we charge our clients peaked in the first quarter of 2022. Bill rates and clinician compensation declined during the rest of the year, but remained well above prior year and pre- pandemic levels. We expect bill rates and clinician compensation to stabilize above pre- pandemic levels entering 2023~~ . In our physician and leadership solutions segment, demand for our locum tenens business ~~exceeded~~ **is well above** pre- pandemic levels ~~throughout all of 2022~~ . We ~~expect continued strong~~ **have seen several years of growth in certified registered nurse anesthetists (CRNAs), the specialty that represents the largest percentage of revenue in this business. Elevated demand levels for locum tenens staffing drove a double digit increase to revenue per day filled in 2023 as compared to the prior year. We experienced a seasonal dip in** demand for ~~locums~~ - **locum** tenens staffing in the ~~first~~ **fourth** quarter ~~of 2023~~ **but expect it to continue to be above pre- pandemic levels** . ~~Our~~ **Demand has been declining in our** interim leadership **and executive search** ~~business~~ **businesses since** ~~saw all time high demand in the second half of 2021 and the first half of 2022. Demand softened for that business in~~ the second half of 2022 as some healthcare organizations streamlined leadership roles ~~to reduce costs~~ **, deferred hiring decisions, or increased permanent staff hiring** . In our technology and workforce solutions segment, our language services business continued to experience increased utilization **and** ~~due to a~~ shift to more virtual interpretation ~~during the pandemic and labor shortages~~ . Bill rates and volumes ~~declined~~ in our VMS business **followed similar trends, although to a greater extent, as our nurse and allied solutions segment, declining** from ~~peak levels~~ **historic highs. Bill rates continued to decrease** in the ~~first~~ **fourth** quarter ~~,~~ but ~~still~~ **are expected to** ~~remained~~ - **remain** ~~well~~ above pre- pandemic levels ~~. We anticipate bill rates to follow similar trends as our nurse and allied solutions segment and stabilize well above pre- pandemic levels as we enter 2023. The demand for our recruitment process outsourcing services remained strong as clients look for solutions to help address the increased labor shortages and the need to address vacancies in their permanent roles and challenges with staffing their internal recruiting teams. In the current constrained labor market, we expect an elevated level of demand as compared to pre- pandemic. As our businesses have continued to grow, we have increased our sales and operations workforce to support our clients and healthcare professionals. We have also increased spending to support our current team members and retain talent~~ . 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,** ~~2022~~ **2023** ~~, 2021 and 2020~~ 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. Years Ended December 31, ~~202220212020Consolidated~~ ---- **202320222021Consolidated** Statements of Operations: Revenue100. 0 % 100. 0 % 100. 0 % Cost of revenue67. **0 67.** 3 67. 1 ~~66. 9~~ Gross ~~profit32~~ **profit33 . 0 32** . 7 32. 9 ~~33. 1~~ Selling, general and ~~administrative17~~ **administrative20 . 0 17** . 9 18. 3 ~~23. 0~~ Depreciation and ~~amortization2~~ **amortization4 . 1 2** . 5 2. 6 ~~3. 9~~ Income from ~~operations12~~ **operations8 . 9 12** . 3 12. 0 ~~6. 2~~ Interest expense, net, and ~~other0~~ **other1 . 4 0** . 7 0. 9 ~~2. 4~~ Income before income ~~taxes11~~ **taxes7 . 5 11** . 6 11. 1 ~~3. 8~~ Income tax expense **1. 9** 3. 1 2. 9 ~~0~~ **Net income5 . 6 %** 8 ~~Net income8~~ . 5 % 8. 2 ~~% 3. 0~~ % Comparison of Results for the Year Ended December 31, ~~2022~~ **2023** to the Year Ended December 31, ~~2021~~ **2022** Revenue. Revenue ~~increased~~ **decreased** ~~32~~ **28** % to **$ 3, 789. 3 million for 2023 from** $ 5, 243. 2 million for 2022 ~~from $ 3~~ , ~~984. 2 million for 2021, primarily~~ attributable to ~~higher organic~~ **a decline in** revenue across our segments **with the greatest decline in our nurse and allied solutions segment** . Nurse and allied solutions segment revenue ~~increased~~ **decreased** ~~33~~ **34** % to **$ 2, 624. 5 million for 2023 from** $ 3, 982. 5 million for 2022 ~~from $ 2, 990. 1 million for 2021~~ . The $ ~~992~~ **1, 357** . ~~4~~ **9** million ~~increase~~ **decrease** was primarily attributable to a ~~23~~ **17** % ~~increase~~ **decrease** in the average number of travelers on assignment ~~and~~ **,** an approximately ~~14~~ **15** % ~~increase~~ **decrease** in the average bill rate, ~~partially offset by~~ a ~~2~~ **3** % decrease in billable hours during the year ended December 31, ~~2022~~ **2023 , and an approximately $ 99. 0 million decrease in labor disruption revenue** . Physician and leadership solutions segment revenue ~~increased~~ **decreased** ~~17~~ **4** % to **$ 669. 7 million for 2023 from** $ 697. 9 million for 2022 ~~from~~ **. The** $ ~~594~~ **28** . 2 million ~~for 2021. The $ 103. 7 million increase~~ **decrease** was attributable to ~~growth~~ **lower revenue** in our ~~core~~ **interim leadership, physician permanent placement and executive search** businesses ~~across the segment~~ , **which was** partially offset by ~~lower COVID- 19 project work~~ **higher revenue in our locum tenens business** . Revenue in our locum tenens business grew **9** ~~approximately 21~~ % during ~~2022~~ **2023** primarily due to a **10** ~~14 % increase in the number of days filled and a 6~~ % increase in the revenue per day filled **on an organic basis and additional revenue of $ 13. 2 million in connection with the MSDR acquisition** , **partially offset** ~~which was driven~~ by ~~growth~~ **a 4 % decrease** in ~~core demand~~ **the number of days filled on** ~~and~~ - **an organic basis** ~~volume over pre- pandemic levels~~ . Our interim leadership business experienced an approximately ~~9~~ **26** % ~~growth~~ **decline** , while our physician permanent placement and executive search businesses ~~grew 19~~ **declined 20** % during ~~2022~~ **2023** . Technology and workforce solutions segment revenue ~~increased~~ **decreased** ~~41~~ **12** % to **$ 495. 0 million for 2023 from** $ 562. 8 million for 2022 ~~from $ 399. 9 million for 2021~~. The $ ~~163~~ **67** . ~~0~~ **8** million ~~increase~~ **decrease** was primarily attributable to **a decline within our VMS business, partially offset by** growth within our ~~VMS and~~ language services ~~businesses~~ -- **business** ~~during 2022~~. Revenue ~~growth~~ for our VMS **business declined 36 % for similar reasons as nurse** and **allied solutions segment revenue, while our** language services ~~businesses~~ -- **business** ~~was 79~~ **grew 20** % ~~and 19~~ **primarily due to a 24** % ~~, respectively,~~ **increase in minutes** during **2023. For 2023 and** 2022 ~~. For 2022 and 2021~~, revenue under our MSP arrangements comprised approximately **54 % and** 64 ~~% and 56~~ % of our consolidated revenue, **72 % and** 81 ~~% and 71~~ % for nurse and allied solutions segment revenue, **20 % and** 18 ~~% and 15~~ % for physician and leadership solutions segment revenue, and 2 % and 2 % of our technology and workforce solutions segment revenue, respectively. Gross Profit. Gross profit ~~increased~~ **decreased** ~~31~~ **27** % to **$ 1, 249. 6 million for 2023 from** $ 1, 716. 7 million for 2022 ~~from $ 1, 309. 6 million for 2021~~, representing gross margins of **33. 0 % and** 32. 7 % ~~and 32. 9 %~~, respectively. The ~~decline~~ **increase** in consolidated gross margin for the year ended December 31, ~~2022~~ **2023** was primarily due to (1) 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 ~~higher clinician compensation, (2)~~ a **revenue** ~~change in sales~~ mix **shift within the** ~~resulting from higher revenue in our nurse and allied solutions~~ segment ~~, and (3) a lower margin in our physician and leadership solutions segment driven by higher compensation and a change in specialty mix in our locum tenens and interim leadership businesses~~. The overall ~~decline~~ **increase** was partially offset by ~~(1)~~ a ~~higher~~ **lower** margin in our technology and workforce solutions segment primarily due to a change in sales mix resulting from ~~increased~~ **lower** revenue in our VMS business and its higher margins as compared to our other businesses within the ~~segment and (2) a change in sales mix resulting from higher revenue in our technology and workforce solutions~~ segment. Gross margin by reportable segment for **2023 and** 2022 ~~and 2021~~ was 26. **4 % and 26.** 3 ~~% and 27. 4~~ % for nurse and allied solutions, 34. **3 % and 34.** 5 ~~% and 35. 8~~ % for physician and leadership solutions, and **66. 2 % and** 76. 0 ~~% and 69. 4~~ % for technology and workforce solutions, respectively. Selling, General and Administrative Expenses. Selling, general and administrative (" SG & A ") expenses were $ **756. 2 million, representing 20. 0 % of revenue, for 2023, as compared to $** 936. 6 million, representing 17. 9 % of revenue, for 2022 ~~, as compared to $ 730. 5 million, representing 18. 3 % of revenue, for 2021~~. The ~~increase~~ **decrease** in SG & A expenses was primarily due to $ ~~138~~ **164** . ~~3~~ **5** million of ~~higher~~ **lower** employee compensation and benefits (inclusive of share- based compensation) ~~,~~ **and** a $ ~~26~~ **22** . ~~4~~ **1** million ~~increase~~ **decrease** in the provision for expected credit losses ~~, and a $ 26. 8 million increase in professional services and other expenses related to our revenue growth~~. SG & A expenses broken down among the reportable segments, unallocated corporate overhead, and share- based compensation are as follows: (In Thousands) Years EndedDecember 31, ~~20222021Nurse~~ **20232022Nurse** and allied solutions $ **330, 252 $** 471, 489 ~~$ 358, 092~~ Physician and leadership ~~solutions148~~ **solutions134 , 505 148** , 619 ~~131, 228~~ Technology and workforce ~~solutions132~~ **solutions118 , 977 132** , 733 ~~92, 498~~ Unallocated corporate ~~overhead153~~ **overhead154 , 484 153** , 669 ~~123, 416~~ Share- based ~~compensation30~~ **compensation18 , 020 30** , 066 ~~25~~ **$ 756** , ~~217~~ **238** $ 936, 576 ~~$ 730, 451~~ Depreciation and Amortization Expenses. Amortization expense increased ~~32~~ **8** % to **$ 89. 8 million for 2023 from** $ 83. 1 million for 2022 ~~from $ 63. 0 million for 2021~~, primarily attributable to (1) ~~$ 14. 6 million of additional amortization expense from~~ the ~~assignment~~ **reduction** of useful lives ~~to~~ **of** certain **staffing database** ~~tradenames and trademarks intangible~~ assets ~~that were previously not subject to amortization effective December 31, 2021~~ and (2) ~~$ 3. 0 million of~~ additional amortization expense related to the intangible assets acquired in the **MSDR and** Connetics ~~and Synzi~~ acquisitions. Depreciation expense (exclusive of depreciation included in cost of revenue) increased 31 % to **$ 65. 2 million for 2023 from** $ 49. 9 million for 2022 ~~from $ 38. 1 million for 2021~~, primarily attributable to an increase in purchased and developed hardware and software placed in service for our ongoing information technology investments to support our total talent solutions initiatives and to optimize our internal front and back- office systems. Additionally, $ **6. 0 million and $** 4. 1 ~~million and $ 2. 5~~ million of depreciation expense for our language services business is included in cost of revenue for **2023 and** 2022 ~~and 2021~~, respectively. Interest Expense, Net, and Other. Interest expense, net, and other, was **$ 54. 1 million for 2023 as compared to** $ 40. 4 million for 2022 ~~as compared to $ 34. 1 million for 2021~~. The increase ~~is~~ **was** primarily due to a **higher average debt outstanding balance** ~~$ 3. 4 million loss related to the change in fair value of an equity investment~~ during ~~2022~~ **2023** ~~and a $ 6. 7 million gain related to the change in fair value of an equity investment during 2021~~. Income Tax Expense. Income tax expense was $ **73. 6 million for 2023 as compared to $** 162. 7 million for 2022 ~~as compared to $ 116. 5 million for 2021~~, reflecting effective income tax rates of **26 % and** 27 ~~% and 26~~ % for these periods, respectively. The ~~increase~~ **decrease** in the effective income tax rate was primarily attributable to the recognition of net discrete tax ~~expense~~ **benefit** of **$ 5. 4 million during 2023 compared to** $ 1. 7 ~~million during 2022 compared to $ 3. 4~~ million of net discrete tax ~~benefits~~ **expense** recognized during ~~2021~~ **2022** , in relation to income before income taxes of $ **284. 3 million and $** 606. 7 million ~~and $ 443. 9 million~~ for **2023 and** 2022 ~~and 2021~~, respectively. See additional information in " Item 8. Financial Statements and Supplementary Data — Notes to Consolidated Financial Statements — Note (7), Income Taxes, and Note (1), Summary of Significant Accounting Policies. " Comparison of Results for the Year Ended December 31, ~~2021~~ **2022** to the Year Ended December 31, ~~2020~~ **2021** We describe in detail the comparison of results for the years ended December 31, **2022 and** 2021 ~~and 2020~~ 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, ~~2021~~ **2022** to the Year Ended December 31, ~~2020~~ **2021** " of our ~~2021~~ **2022** Annual Report on Form 10- K. Liquidity and Capital Resources In summary, our cash flows were: **(In Thousands)** Years Ended December 31, **202320222021Net** ~~202220212020 (in thousands) Net~~ cash provided by operating activities $ **372, 165 $** 653, 733 $ 305, 356 ~~$ 256, 826~~ Net cash used in investing activities (**412, 493) (** 170, 710) (107, 402 ~~) (538, 172~~) Net cash provided by (used in) financing ~~activities~~ **activities10 , 729** (591, 865) (34, 895) ~~211, 486~~ 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. As of December 31, ~~2022~~ **2023** , (1) ~~no amount~~ **$ 460. 0 million** was drawn with $ ~~378~~ **269** . ~~6~~ **2** 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. 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, ~~2022~~ **2023** , the total of our contractual obligations under operating leases with initial terms in excess of one year was $ ~~18~~ **55** . ~~0~~ **1** 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** ~~and~~ - **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 **2023,** 2022 ~~,~~ **and** 2021 ~~and 2020~~ was $ **372. 2 million, $** 653. 7 million ~~,~~ **and** $ 305. 4 million ~~and $ 256. 8 million~~, respectively. The ~~increase~~ **decrease** in net cash provided by operating activities for **2023 from** 2022 ~~from 2021~~ was primarily attributable to (1) ~~an~~ **a** ~~increase~~ **decrease** in net income excluding non- cash expenses of $ ~~205~~ **232** . ~~4~~ **0** million primarily due to ~~improved~~ **a decline in** operating results in our nurse and allied solutions and technology and workforce solutions segments, (2) a decrease in accounts ~~receivable~~ **payable** and ~~subcontractor receivables~~ **accrued expenses** between periods of $ ~~614~~ **232** . ~~2~~ **3** million primarily due to **decreased** ~~the significant increase in the receivables balance in the prior year, which was due to increases in revenue and~~ associate vendor usage **, and (3) a decrease** in ~~the~~ **accrued compensation and benefits between periods of $ 69. 6 million primarily due to** prior year ~~along with timing of collections, and (3) decreases~~ **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 $ ~~112~~ **55. 3 million and $ 13** . 6 million ~~and $ 39. 8 million~~, respectively, primarily due to prepayments **and deposits that were** made in **2021** ~~the prior year~~ and ~~refunds~~ **refunded** ~~received in the current year~~ by third- party vendors **in 2022** related to labor disruption services. The overall ~~increase~~ **decrease** in net cash provided by operating activities was partially offset by (1) a decrease in **accounts receivable and subcontractor receivables between periods of $ 192. 1 million primarily due to a larger decrease in 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 of collections, (2) an increase in** other liabilities between periods of $ ~~249~~ **116** . 3 million primarily due to **lower** cash paid for income taxes ~~and client deposits related to labor disruption services that were returned during the current year~~, **and** ~~which was partially offset by the payment of a lease termination fee during 2021,~~ (~~2~~ **3**) a decrease ~~in accounts payable and accrued expenses between periods of $ 207. 3 million primarily due to the increase in associate vendor usage during the prior year and timing of payments, (3) a decrease in accrued compensation and benefits between periods of $ 139. 7 million primarily due to prior year increases in pay rates, billable hours, and the average number of travelers on assignment in our nurse and allied solutions segment and increased employee compensation and benefits in 2021, and (4) an increase~~ in income taxes receivable between periods of $ ~~15~~ **12** . ~~5~~ **7** million primarily due to an overpayment of estimated taxes during 2022. Our Days Sales Outstanding **(" DSO ")** was **70 and** 55 ~~and 53~~ days at December 31, ~~2022~~ **2023** and December 31, ~~2021~~ **2022** , respectively **. Our consolidated results for the year ended December 31, 2023 include only one month of MSDR' s revenue, but our consolidated balance sheet includes 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 **2023,** 2022 ~~,~~ **and** 2021 ~~and 2020~~ was $ **412. 5 million, $** 170. 7 million ~~,~~ **and** $ 107. 4 ~~million and $ 538. 2~~ million, respectively. The year- over- year increase from ~~2021 to~~ 2022 **to 2023** in net cash used in investing activities was primarily attributable to ~~(1)~~ $ ~~69~~ **292** . ~~6~~ **2** million used for acquisitions in ~~2022~~ **2023** as compared to $ **69** ~~41. 3 million in 2021 and (2) $ 21. 5 million of payments to fund the deferred compensation plan during 2022 as compared to $ 7~~ . 6 million ~~during~~ **in** ~~2021~~ **2022** . In addition, capital expenditures were $ **103. 7 million, $** 75. 8 million ~~,~~ **and** $ 53. 6 ~~million and $ 37. 7~~ million for the years ended December 31, **2023,** 2022 ~~,~~ **and** 2021 ~~and 2020~~, respectively. Our capital expenditures in recent years were primarily related to ongoing information technology investments to support our total talent solutions initiatives and to optimize our internal front and back- office systems. Financing Activities Net cash provided by (used in) financing activities for **2023,** 2022 ~~,~~ **and** 2021 ~~and 2020~~ was $ **10. 7 million, $** (591. 9) million ~~,~~ **and** $ (34. 9) ~~million and $ 211. 5~~ million, respectively. Net cash ~~used in~~ **provided by** financing activities for ~~2022~~ **2023** was **primarily** due to **borrowings of** $ ~~576~~ **815** . ~~8~~ **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 ~~and~~ **, (2) repayments of** $ ~~15~~ **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 ~~2021~~ **2022** was ~~primarily~~ due to ~~(~~ **$ 576. 8 million paid in connection with the repurchase of our common stock and $ 15.** 1 ~~) repayments of $ 70. 0 million under the Senior Credit Facility (as defined below) and $ 21. 9 million under the Additional Term Loan (as defined below), (2) $ 7. 2~~ million in cash paid for shares withheld for payroll taxes resulting from the vesting of employee equity awards ~~, and (3) $ 3. 1 million of acquisition earn- out payments, partially offset by borrowings of $ 70. 0 million under the Senior Credit Facility~~ . On February ~~9~~ **10** , ~~2018~~ **2023** , we entered into ~~a~~ **the third amendment to our** credit agreement (the " ~~New~~ **Third Amendment "). The Third Amendment (together with the credit agreement, the first amendment and the second amendment, collectively, the " Amended** Credit Agreement ") ~~with several lenders to provide~~ **provides** for ~~a $ 400. 0 million~~ **, among other things, an increase to the** secured revolving credit facility (the " Senior Credit Facility ") **from** ~~to replace our then- existing credit agreement. On June 14, 2019, we entered into the first amendment to the New Credit Agreement (the " First Amendment ") to provide for, among other things, a~~ $ ~~150~~ **400** . 0 million ~~secured term loan credit facility (the " Term Loan "). In connection with our issuance of the Existing 2027 Notes (as defined below), we used a portion of the proceeds to repay our entire indebtedness under the Term Loan during the fourth quarter of 2019. On February 14, 2020, we entered into the second amendment to the New Credit Agreement (the " Second Amendment ") to provide for, among other things, a $ 250. 0 million secured term loan credit facility (the " Additional Term Loan "). During the first quarter of 2021, we repaid the remaining balance of our Additional Term Loan. On February 10, 2023, we entered into the third amendment to the New Credit Agreement (the " Third Amendment "). The Third Amendment (together with the New Credit Agreement, the First Amendment and the Second Amendment, collectively, the " Amended Credit Agreement ") provides for, among other things, an increase to the Senior Credit Facility~~ 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. 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: PeriodRedemptionPrice2022 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: • pay dividends or make other distributions on capital stock, make payments in respect of subordinated indebtedness or make other restricted payments, • 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, • 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 ~~. We used the proceeds from the issuance of the New 2027 Notes to repay $ 200. 0 million of our indebtedness under the Additional Term Loan during the third quarter of 2020~~ . 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: PeriodRedemptionPrice2024102. 000 % 2025101. 000 % 2026 and thereafter100. 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 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. ~~We used the proceeds from the issuance of the 2029 Notes, along with cash generated from operations, to (1) redeem all of our outstanding $ 325. 0 million aggregate principal amount of 2024 Notes on November 4, 2020, (2) pay the associated redemption premium and all accrued and unpaid interest on the 2024 Notes, (3) repay $ 40. 0 million under the Senior Credit Facility, and (4) pay fees and expenses related to the transaction during the fourth quarter of 2020.~~ Letters of Credit As of December 31, ~~2022~~ **2023** , we maintained outstanding standby letters of credit totaling $ ~~22~~ **21** . ~~0~~ **3** million as collateral in relation to our workers **'** compensation insurance agreements and a corporate office lease agreement. Of the $ ~~22~~ **21** . ~~0~~ **3** million of outstanding letters of credit, we have collateralized $ 0. 6 million in cash and cash equivalents and the remaining $ ~~21~~ **20** . ~~4~~ **8** million is collateralized by the Senior Credit Facility. Outstanding standby letters of credit at December 31, ~~2021~~ **2022** totaled $ ~~23~~ **22** . ~~6~~ **0** million. Critical Accounting Policies and Estimates Our critical ~~accounting policies are described in Note (1) to our audited consolidated financial statements contained in Item 8 of this Annual Report on Form 10- K. 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 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 is compared to its fair value. The fair values of the reporting units are estimated using market and discounted cash flow approaches. Goodwill is considered impaired if the carrying value 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. We last performed a quantitative impairment test of our goodwill in the first quarter of 2020 and the estimated fair value of each reporting unit exceeded the respective carrying value by more than 100 percent. As of December 31, ~~2022~~ **2023** , we do not have any indefinite- lived intangible assets. 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 the lowest level at which cash flows of the long- lived assets are largely independent of other groups of assets and liabilities. We assess potential impairments to intangible 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 assets are based on operational performance of our businesses, market conditions and other factors. 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. If these estimates or their related assumptions change in the future, we may be required to record an impairment charge 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) was $ **5. 5 million, $** 7. 2 million ~~,~~ **and** $ 7. 2 ~~million and $ 6. 0~~ million for the years ended December 31, **2023,** 2022 ~~,~~ **and** 2021 ~~and 2020~~, 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 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 and** 2022 ~~and 2021 (in thousands)~~: **(In Thousands)** December 31, ~~20222021Case~~ **20232022Case** reserves (1) $ 8, **503 $ 8,** 450 ~~$ 10, 407~~ IBNR losses (1) **24, 893** 25, 176 ~~23, 027~~ Excess liability (2) **11, 256** 10, 344 ~~8, 237~~ Total accrual $ **44, 652 $** 43, 970 ~~$ 41, 671~~ (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. 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 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. 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. 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, results of operations, or cash flows with respect to loss contingencies for legal and other contingencies as of December 31, ~~2022~~ **2023** . 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 ~~October~~ **November** ~~2021~~ **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 though 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 ~~2021~~ **2023** - ~~08~~ **09** , " ~~Business Combinations~~ **Income Taxes** (Topic ~~805~~ **740**): **Improvements to Income Tax Disclosures,** ~~Accounting for Contract Assets and Contract Liabilities from Contracts with Customers.~~ " **which is intended to enhance the transparency and decision- usefulness of income tax disclosures.** The new guidance ~~will~~ **addresses investor requests for enhanced income tax information primarily through** ~~require~~ **requiring disclosure** ~~companies to apply the definition~~ of **additional information about** ~~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 as deferred revenue, relating to contracts with customers that are acquired in a business combination. Under existing guidance, an~~ **and further disaggregation of** ~~acquirer generally recognizes assets acquired and liabilities assumed in a business combination, including contract assets and contract liabilities arising from revenue contracts with customers, at their~~ -- **the** ~~acquisition- date~~ **rate reconciliation** ~~fair values in accordance with ASC Subtopic 820- 10, Fair Value Measurements — Overall. Generally, this new guidance will result in the acquirer recognizing acquired contract assets~~ and **income taxes paid** ~~liabilities on the same basis that would have been recorded by the acquiree prior to the acquisition under ASC Topic 606~~. This standard is effective on a prospective basis for fiscal years ~~, and interim periods within those fiscal years,~~ beginning after December 15, ~~2022~~ **2024** , with early adoption permitted. We ~~have adopted~~ **are currently evaluating the impact of adopting** this standard ~~effective January 1, 2023 and do not expect the adoption to have a material impact~~ on our **disclosures** ~~consolidated financial statements~~. 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 ~~2022~~ **2023** , 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 ~~2022~~ **2023** . A 100 basis point change in interest rates as of December 31, ~~2022~~ **2023** 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. During ~~2022~~ **2023** , we generated substantially all of our revenue in the United States. Accordingly, we believe that our foreign currency risk is immaterial. Item 8. Financial Statements and Supplementary Data INDEX TO CONSOLIDATED FINANCIAL STATEMENTS PageReport of Independent Registered Public Accounting Firm36Consolidated Balance Sheets as of December 31, ~~2022~~ **2023** and ~~202138Consolidated~~ **202238Consolidated** Statements of Comprehensive Income for the years ended December 31, **2023,** 2022 ~~, 2021~~ and ~~202039Consolidated~~ **202139Consolidated** Statements of Stockholders' Equity for the years ended December 31, **2023,** 2022 ~~, 2021~~ and ~~202040Consolidated~~ **202140Consolidated** Statements of Cash Flows for the years ended December 31, **2023,** 2022 ~~, 2021~~ and ~~202041Notes~~ **202141Notes** to Consolidated Financial ~~Statements43~~ **Statements43Note 1- Summary of Significant Accounting Policies43Note 2- Acquisitions51Note 3- Fair Value Measurement52Note 4- Goodwill and Identifiable Intangible Assets55Note 5- Leases57Note 6- Balance Sheet Details58Note 7- Income Taxes60Note 8- Notes Payable and Credit Agreement62Note 9- Retirement Plans63Note 10- Capital Stock63Note 11- Share- Based Compensation64Note 12- Commitments and Contingencies65** 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 and** 2022 ~~and 2021~~ , the related consolidated statements of comprehensive income, stockholders' equity, and cash flows for each of the years in the three - year period ended December 31, ~~2022~~ **2023** , 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 and** 2022 ~~and 2021~~ , and the results of its operations and its cash flows for each of the years in the three - year period ended December 31, ~~2022~~ **2023** , 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, ~~2022~~ **2023** , 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, ~~2023~~ **2024** 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 ~~Matter~~ **Matters** The critical audit ~~matter~~ **matters** communicated below **are** ~~is a matter~~ **matters** arising from the current period audit of the consolidated financial statements that ~~was~~ **were** communicated or required to be communicated to the audit committee and that: (1) ~~relates~~ - **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 ~~a~~ critical audit ~~matter~~ **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 ~~matter~~ **matters** below, providing ~~a~~ separate ~~opinion~~ **opinions** on the critical audit ~~matter~~ **matters** or on the accounts or disclosures to which ~~it~~ **they** ~~relates~~ - **relate** . Professional Liability Reserve As discussed in ~~Note~~ **Notes** 1 (j) 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, ~~2022~~ **2023** , the Company recorded professional liability reserves totaling $ ~~43~~ **44** , ~~970~~ **652** thousand. We identified the evaluation of the professional liability reserve as a critical audit matter. A high degree of complex and subjective auditor judgment, 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 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 of certain intangible assets acquired in the acquisition of MSDR As discussed in Note 2 to the consolidated financial statements, on November 30, 2023, the Company acquired MSI Systems Corp. and DrWanted. com LLC (MSDR) for an initial purchase price of $ 292, 818 thousand. In connection with the acquisition, the preliminary allocation of 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. We identified the evaluation of the acquisition- date fair value of the customer relationships and tradenames / trademarks intangible assets acquired in the MSDR acquisition 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 the assumptions used in the valuation models for the customer relationships and tradenames / trademarks intangible assets. The estimated fair values for these intangible assets were sensitive to reasonably possible changes to the following key assumptions for which there was limited market information: • 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 the customer relationships and tradenames / trademarks. 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 controls related to the key assumptions. We compared the forecasted revenue growth rates to those of MSDR' s peers, industry reports, and historical actual results for MSDR. We compared forecasted expenses to those of MSDR' s peers and to historical actual results for MSDR. We compared the forecasted annual customer attrition rates to the attrition rates used in previous acquisitions and to historical attrition experienced by MSDR. In addition, we involved valuation professionals with specialized skills and knowledge, who assisted in: • evaluating the Company' s tradenames / trademarks royalty rate assumptions by comparing them to licensing transactions for**

similar intellectual property • evaluating the Company’ s discount rate, by comparing it against a discount rate range that was independently developed using publicly available market data for comparable peers • developing an estimate of the acquisition- date fair value of the intangible assets using the Company’ s cash flow forecast and an independently developed discount rate and comparing the results to the Company’ s fair value estimate . / s / KPMG LLP We have served as the Company’ s auditor since 2000. AMN HEALTHCARE SERVICES, INC. CONSOLIDATED BALANCE SHEETS (in thousands, except par value) December 31, ~~20222021ASSETSCurrent~~ ---- **20232022ASSETSCurrent** assets: Cash and cash equivalents $ **32, 935 $** 64, 524 ~~$ 180, 928~~ Accounts receivable, net of allowances of $ **32, 233 and $** 31, 910 ~~and $ 6, 838~~ at December 31, **2023 and** 2022 ~~and 2021~~ , ~~respectively675~~ **respectively623 , 488 675** , 650 ~~789, 131~~ Accounts receivable, ~~subcontractor268~~ **subcontractor117 , 703 268** , 726 ~~239, 719~~ Prepaid ~~expenses18~~ - **expenses21 , 889 18** , 708 ~~72, 460~~ Other current ~~assets66~~ **assets45 , 670 66** , 037 ~~66, 830~~ Total current ~~assets1~~ **assets841 , 685 1** , 093, 645 ~~1, 349, 068~~ Restricted cash, cash equivalents and ~~investments61~~ **investments68 , 845 61** , 218 ~~64, 482~~ Fixed assets, net of accumulated depreciation of $ **285, 081 and $** 227, 617 ~~and $ 189, 954~~ at December 31, **2023 and** 2022 ~~and 2021~~ , ~~respectively149~~ - **respectively191 , 385 149** , 276 ~~127, 114 Operating lease right- of- use assets16, 266 27, 771~~ Other ~~assets155~~ **assets236** , ~~750 156~~ **796 172** , ~~670~~ **016** ~~Goodwill935~~ **Goodwill1 , 111, 549 935** , 364 ~~892, 341~~ Intangible assets, net of accumulated amortization of $ **442, 052 and $** 361, 327 ~~and $ 278, 249~~ at December 31, **2023 and** 2022 ~~and 2021~~ , ~~respectively476~~ **respectively474 , 134 476** , 832 ~~514, 460~~ Total assets $ 2, **924, 394 $ 2,** 888, 351 ~~$ 3, 131, 906~~ LIABILITIES AND STOCKHOLDERS’ EQUITYCurrent liabilities: Accounts payable and accrued expenses $ **343, 847 $** 476, 452 ~~$ 425, 257~~ Accrued compensation and ~~benefits333~~ **benefits278, 536 333** , 244 ~~354, 381 Current portion of operating lease liabilities8, 090 11, 383 Deferred revenue11, 825 15, 950~~ Other current ~~liabilities28~~ **liabilities33** , ~~322 162~~ **738 48** , ~~419~~ **237** Total current ~~liabilities857~~ **liabilities656 , 121 857** , 933 ~~969~~ **Revolving credit facility460** , ~~390~~ **000 —** Notes payable, net of unamortized fees and ~~premium843~~ **premium844 , 688 843** , 505 ~~842, 322~~ Deferred income taxes, ~~net22~~ **net23 , 350 22** , 713 ~~47, 814 Operating lease liabilities9, 360 13, 364~~ Other long- term ~~liabilities111~~ **liabilities108** , ~~206 96~~ **979 120** , ~~989~~ **566** Total ~~liabilities1~~ **liabilities2 , 093, 138 1** , 844, 717 ~~1, 969, 879~~ Commitments and contingenciesStockholders’ equity: Preferred stock, $ 0. 01 par value; 10, 000 shares authorized; none issued and outstanding at December 31, **2023 and** 2022 ~~and 2021~~ — — 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, **2022504 501** ~~2022 and 49, 849 issued and 47, 263 outstanding at December 31, 2021501 498~~ Additional paid- in ~~capital501~~ **capital506 , 543 501** , 674 ~~486, 709~~ Treasury stock, at cost; **12, 613 and** 8, 230 ~~and 2, 586~~ shares at December 31, **2023 and** 2022 ~~and 2021~~ , respectively (**1, 127, 043) (** 698, 598 ~~) (121, 831~~) Retained earnings1, **451, 675 1,** 240, 996 ~~796, 946~~ Accumulated other comprehensive loss (**423) (** 939 ~~) (295~~) Total stockholders’ ~~equity1~~ **equity831 , 256 1** , 043, 634 ~~1, 162, 027~~ Total liabilities and stockholders’ equity $ 2, **924, 394 $ 2,** 888, 351 ~~$ 3, 131, 906~~ See accompanying notes to consolidated financial statements. CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (in thousands, except per share amounts) Years Ended December 31, ~~202220212020Revenue~~ ---- **202320222021Revenue $ 3, 789, 254** $ 5, 243, 242 $ 3, 984, 235 ~~$ 2, 393, 714~~ Cost of ~~revenue3~~ **revenue2 , 539, 673 3** , 526, 558 2, 674, 634 ~~1, 601, 936~~ Gross profit1, **249, 581 1,** 716, 684 1, 309, 601 ~~791, 778~~ Operating expenses: Selling, general and ~~administrative936~~ **administrative756 , 238 936** , 576 730, 451 ~~549, 747~~ Depreciation and amortization (exclusive of depreciation included in cost of revenue) **154, 914** 133, 007 101, 152 ~~92, 766~~ Total operating ~~expenses1~~ **expenses911 , 152 1** , 069, 583 831, 603 ~~642, 513~~ Income from ~~operations647~~ **operations338 , 429 647** , 101 477, 998 ~~149, 265~~ Interest expense, net, and ~~other40~~ - **other54 , 140 40** , 398 34, 077 ~~57, 742~~ Income before income ~~taxes606~~ **taxes284, 289 606** , 703 443, 921 ~~91, 523~~ Income tax expense **73, 610** 162, 653 116, 533 ~~20, 858~~ Net income $ **210, 679 $** 444, 050 $ 327, 388 ~~$ 70, 665~~ Other comprehensive **income (** loss **)** : Unrealized **gains (** losses **)** on available- for- sale securities, net, and ~~other~~ **other516** (644) (335 ~~) (112~~) Other comprehensive **income (** loss **) 516** (644) (335 ~~) (112~~) Comprehensive income $ **211, 195 $** 443, 406 $ 327, 053 ~~$ 70, 553~~ Net income per common share: Basic $ **5. 38 $** 9. 96 $ 6. 87 **Diluted** $ ~~1~~ **5** . **36** ~~49 Diluted~~ $ 9. 90 $ 6. 81 ~~$ 1. 48~~ Weighted average common shares outstanding: ~~Basic44~~ **Basic39, 173 44** , 591 47, 685 ~~47~~ **Diluted39** , **341** ~~424~~ - **44** ~~Diluted44~~ , 870 48, 045 ~~47, 690~~ CONSOLIDATED STATEMENTS OF STOCKHOLDERS’ EQUITY Years Ended December 31, **2023,** 2022 ~~, and~~ **and** 2021 ~~and 2020~~ **(in thousands)** Common StockAdditionalPaid- inCapitalTreasury StockRetained EarningsAccumulated Other Comprehensive Income (Loss) Total SharesAmountSharesAmountBalance, December 31, ~~201949, 283 $ 493 $ 455, 193 (2, 561) $ (119, 143) $ 400, 047 $ 152 $ 736, 742 Equity awards vested and exercised, net of shares withheld for taxes331 3 (6, 932) — — — — (6, 929) Cumulative- effect adjustment from adoption of the credit loss standard, net of tax — — — — — — (1, 154) — (1, 154) Share- based compensation — — 20, 465 — — — — 20, 465 Comprehensive income (loss) — — — — — — 70, 665 (112) 70, 553 Balance, December 31,~~ 202049, 614 $ 496 $ 468, 726 (2, 561) $ (119, 143) $ 469, 558 $ 40 $ 819, 677 Repurchase of common stock ~~into treasury~~ — — — (25) (2, 688) — — (2, 688) Equity awards vested, net of shares withheld for taxes235 2 (7, 234) — — — — (7, 232) Share- based compensation — — 25, 217 — — — — 25, 217 Comprehensive income (loss) — — — — — 327, 388 (335) 327, 053 Balance, December 31, 202149, 849 $ 498 $ 486, 709 (2, 586) $ (121, 831) $ 796, 946 $ (295) $ 1, 162, 027 Repurchase of common stock ~~into treasury~~ — — — (5, 644) (576, 767) — — (576, 767) Equity awards vested, net of shares withheld for taxes260 3 (15, 101) — — — — (15, 098) Share- based compensation — — 30, 066 — — — — 30, 066 Comprehensive income (loss) — — — — — 444, 050 (644) 443, 406 Balance, December 31, 202250, 109 $ 501 $ 501, 674 (8, 230) $ (698, 598) $ 1, 240, 996 $ (939) $ 1, 043, 634 **Repurchase of common stock — — — (4, 383) (428, 445) — — (428, 445) Equity awards vested, net of shares withheld for taxes314 3 (13, 151) — — — — (13, 148) Share- based compensation — — 18, 020 — — — — 18, 020 Comprehensive income — — — — — 210, 679 516 211, 195 Balance, December 31, 202350, 423 $ 504 $ 506, 543 (12, 613) $ (1, 127, 043) $ 1, 451, 675 $ (423) $ 831, 256** CONSOLIDATED STATEMENTS OF CASH FLOWS Years Ended December 31, ~~202220212020Cash~~ ---- **202320222021Cash** flows from operating activities: Net income $ **210, 679 $** 444, 050 $ 327, 388 ~~$ 70, 665~~ Adjustments to reconcile net income to net cash provided by operating activities: Depreciation and amortization (inclusive of depreciation included in cost of revenue) **160, 927** 137, 111 103, 697 ~~94, 187~~ Non- cash interest expense and ~~other5~~ **other8 , 821 5** , 330 (4, 067) ~~4, 349~~ Write- off of fees on credit facilities and senior notes — **—** 158 ~~4, 956~~ Change in fair value of contingent consideration **liabilities2, 430** (2, 930) — ~~4, 900~~ Increase in allowance for credit losses and sales ~~credits57~~ **credits23 , 913 57** , 999 6, 263 ~~6, 535~~ Provision for deferred income taxes (**12, 933) (** 24, 615) (16, 287 ~~) (21, 628~~) Share- based ~~compensation30~~ **compensation18 , 020 30** , 066 25, 217 ~~20, 465~~ Net loss (gain) on deferred compensation ~~balances~~ **balances465** (526) 20 ~~1, 646~~ Loss on disposal or ~~sale~~ **impairment** of ~~fixed~~ **long- lived** ~~assets1~~ **assets8 , 053 1** , 560 2, 707 ~~4, 322~~ Net loss (gain) on investments in available- for- sale ~~securities749~~ **securities302 749** (52 ~~) (109~~) Non- cash lease ~~expense5~~ **expense1 , 619 5** , 497 3, 806 ~~(589)~~ Changes in assets and liabilities, net of effects from acquisitions: Accounts ~~receivable57~~ - **receivable70 , 033 57** , 921 (419, 533 ~~) (7, 338~~) Accounts receivable, ~~subcontractor~~ **subcontractor151 , 023** (29, 007) (165, 734 ~~) (1, 271~~) Income taxes ~~receivable~~ **receivable3 , 793** (8, 875) 6, 591 ~~(412)~~ Prepaid ~~expenses53~~ -- **expenses (1, 542) 53** , 806 (58, 788 ~~) (1, 342~~) Other current ~~assets17~~ **assets4 , 197 17** , 775 (21, 999) ~~2, 322~~ Other ~~assets210~~ --- **assets (** 3, **177) 210 3,** 262 ~~3, 220~~ Accounts payable and accrued ~~expenses48~~ -- **expenses (183, 517) 48** , 782 256, 118 ~~5, 562~~ Accrued compensation and benefits (**80, 135) (** 10, 506) 129, 235 ~~25, 856~~ Other liabilities (**10, 248) (** 126, 566) 122, 685 ~~41, 640~~ Deferred revenue (**558) (** 4, 098) 4, 320 ~~(1, 119)~~ Restricted investments balance — **—** 349 ~~9~~ Net cash provided by operating ~~activities653~~ -- **activities372 , 165 653** , 733 305, 356 ~~256, 826~~ Cash flows from investing activities: Purchase and development of fixed assets (**103, 687) (** 75, 831) (53, 573) ~~(37, 702)~~ Purchase of investments **—** (13, 152) (60, 719 ~~) (48, 311~~) Proceeds from sale and maturity of ~~investments14~~ **investments9 , 894 14** , 384 57, 660 ~~32, 800~~ Purchase of equity investment — **—** (500) ~~—~~ Proceeds from sale of equity ~~investment68~~ **investment77 68** 78 ~~527 Purchase of convertible promissory notes — — — (490)~~ Payments to fund deferred compensation plan (**24, 902) (** 21, 518) (7, 565 ~~) (7, 171~~) Cash paid for initial direct costs — **—** (1, 429) ~~—~~ Cash paid for acquisitions, net of cash and restricted cash received (**292, 175) (** 69, 570) (41, 264 ~~) (476, 491~~) Cash paid for other intangibles (**1, 700) (** 5, 091) (90) ~~(1, 400) Cash received for working capital adjustments for prior year acquisitions — — — 66~~ Net cash used in investing activities (**412, 493) (** 170, 710) (107, 402 ~~) (538, 172~~) Years Ended December 31, ~~202220212020Cash~~ ---- **202320222021Cash** flows from financing activities: Payments on term loans — **—** (21, 875) ~~(228, 125) Proceeds from term loans — — 250, 000~~ Payments on revolving credit facility **(355, 000)** — (70 ~~, 000) (245~~ , 000) Proceeds from revolving credit ~~facility~~ **facility815 , 000** — 70, 000 ~~245, 000 Proceeds from senior notes~~ **Payments on loans payable (300)** — — **Repurchase** ~~552, 000 Redemption~~ of ~~senior notes~~ **common stock (1) (424, 744) (576, 767) (2, 688) Payment of financing costs (3, 579)** — — ~~(333, 330) Repurchase of common stock (576, 767) (2, 688) — Payment of financing costs — — (11, 508)~~ Earn- out payments to settle contingent consideration liabilities for prior acquisitions **(7, 500)** — (3, 100 ~~) (10, 622~~) Cash paid for shares withheld for taxes (**13, 148) (** 15, 098) (7, 232 ~~) (6, 929~~) Net cash provided by (used in) financing ~~activities~~ **activities10 , 729** (591, 865) (34, 895) ~~211, 486~~ Effect of exchange rate changes on cash — **—** (335 ~~) (112~~) Net increase (decrease) in cash, cash equivalents and restricted cash (**29, 599) (** 108, 842) 162, 724 ~~(69, 972)~~ Cash, cash equivalents and restricted cash at beginning of ~~year246~~ **year137, 872 246** , 714 83, 990 ~~153, 962~~ Cash, cash equivalents and restricted cash at end of year $ **108, 273 $** 137, 872 $ 246, 714 ~~$ 83, 990~~ Supplemental disclosures of cash flow information: Cash paid for amounts included in the measurement of operating lease liabilities $ **9, 311 $** 13, 337 $ 39, 865 ~~$ 20, 052~~ Cash paid for interest (net of $ **1, 229, $** 703 ~~,~~ **and** $ 349 **capitalized in 2023, 2022** and **2021, respectively)** $ **48** ~~389 capitalized in 2022~~ , **101** ~~2021 and 2020, respectively)~~ $ 37, 518 $ 38, 085 ~~$ 22, 652~~ Cash paid for income taxes $ **78, 256 $** 213, 807 $ 106, 379 ~~$ 46, 258~~ Acquisitions: Fair value of tangible assets acquired in acquisitions, net of cash and restricted cash received $ **48, 941 $** 2, 604 $ 1, 906 ~~$ 35, 733 Goodwill42~~ **Goodwill175 , 770 42** , 990 27, 193 ~~268, 971~~ Intangible ~~assets40~~ **assets92 , 000 40** , 200 12, 440 ~~228, 000~~ Liabilities assumed (**24, 536) (** 8, 224) (275 ~~) (56, 213~~) Contingent consideration liabilities **—** (8, 000) ~~—~~ — Net cash paid for acquisitions $ **292, 175 $** 69, 570 $ 41, 264 ~~$ 476, 491~~ Supplemental disclosures of non- cash investing and financing activities: Purchase of fixed assets recorded in accounts payable and accrued expenses $ **8, 130 $** 5, 643 $ 3, 719 **Excise tax payable on share repurchases** $ 3, ~~103~~ **701 $ — $ — Right- of- use assets obtained in exchange for operating lease liabilities $ 36, 560 $ 5, 680 $ 2, 672 (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 recorded within treasury stock.** NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (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 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) 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, ~~commercial paper~~ and other highly liquid investments. See Note (3), “ Fair Value Measurement ” for additional information. (e) Restricted Cash, Cash Equivalents and Investments Restricted cash and cash equivalents primarily includes 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 statements of cash flows. December 31, ~~2022December~~ **2023December** 31, ~~2021Cash~~ **2022Cash** and cash equivalents $ **32, 935 $** 64, 524 ~~$ 180, 928~~ Restricted cash and cash equivalents (included in other current assets) **22, 056** 37, 225 ~~29, 262~~ Restricted cash, cash equivalents and ~~investments61~~ **investments68 , 845 61** , 218 ~~64, 482~~ Total cash, cash equivalents and restricted cash and ~~investments162~~ - **investments123 , 836 162** , 967 ~~274, 672~~ Less restricted investments (**15, 563) (** 25, 095 ~~) (27, 958~~) Total cash, cash equivalents and restricted cash $ **108, 273 $** 137, 872 ~~$ 246, 714~~ (f) 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 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 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) 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) 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 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, 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 the reporting unit does not pass the qualitative assessment, then the reporting unit’ s carrying value is compared to its fair value. The amount by which the carrying value of the goodwill exceeds its fair value is recognized as an impairment loss. (i) 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 fair value of identifiable intangible assets are~~

~~determined using either the income approach (relief- from- royalty method or multi- period excess earnings method) or the cost approach (replacement cost method)~~. 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 fair value with its carrying amount. If the carrying amount exceeds the fair value, the Company records the excess as an impairment loss. (j) 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 of comprehensive income. 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 of comprehensive income. 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) 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 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 the Company uses subcontractors 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. 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: • 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) 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. The following table provides a reconciliation of activity in the allowance for expected credit losses for accounts receivable: ~~20222021Balance~~ **20232022Balance** as of January 1, $ **31, 910 $** 6, 838 ~~$ 7, 043~~ Provision for expected credit ~~losses27~~ **losses5 , 544 27** , 622 ~~1, 206~~ Amounts written off charged against the allowance (**5, 221) (** 2, 550 ~~) (1, 411~~) Balance as of December 31, $ **32, 233 $** 31, 910 ~~$ 6, 838~~ The **increase in the** provision for expected credit losses for the year ended December 31, 2022 was primarily the result of ~~recent~~ 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 ~~current~~ macroeconomic outlook. (m) 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 %,** 18 % ~~,~~ **and** 17 ~~% and 14~~ % of the consolidated revenue of the Company for the years ended December 31, **2023,** 2022 ~~,~~ **and** 2021 ~~and 2020~~, 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 investment balances 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 and** 2022 ~~and 2021~~, there were $ **123, 836 and $** 162, 967 ~~and $ 274, 672~~, 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) 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 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) 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 using prices for identical or similar investments of the same issuer, 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) 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, with a range of 0 % to 175 % 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) Net Income per Common Share Share- based awards to purchase **88,** 19 ~~, and~~ **and** 33 ~~and 41~~ shares of common stock for the years ended December 31, **2023,** 2022 ~~, and~~ **and** 2021 ~~and 2020~~, 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 per common share for the years ended December 31, **2023,** 2022 ~~, and~~ **and** 2021 ~~and 2020~~, respectively: Years Ended December 31, ~~202220212020Net~~ **202320222021Net** income **$ 210, 679** $ 444, 050 $ 327, 388 ~~$ 70, 665~~ Net income per common share- basic $ **5. 38 $** 9. 96 $ 6. 87 ~~$ 1. 49~~ Net income per common share- diluted $ **5. 36 $** 9. 90 $ 6. 81 ~~$ 1. 48~~ Weighted average common shares outstanding- ~~basic44~~ **basic39, 173 44** , 591 47, 685 ~~47, 424~~ Plus dilutive effect of potential common ~~shares279~~ **shares168 279** 360 ~~266~~ Weighted average common shares outstanding- ~~diluted44~~ **diluted39 , 341 44** , 870 48, 045 ~~47, 690 See Note (10), " Capital Stock " for additional information regarding share repurchases that occurred after December 31, 2022.~~ (r) 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 for the purpose of evaluating performance and allocating resources. 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 international nurse staffing and rapid response nurse staffing), labor disruption staffing, local staffing, international nurse and allied permanent placement, **and** allied staffing ~~and~~ **(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 ~~, virtual care, credentialing solutions~~, and outsourced solutions businesses. The Company' s chief operating decision maker relies on internal management reporting processes that provide revenue and operating income by reportable segment for making financial decisions and allocating resources. Segment operating income represents income before income taxes plus depreciation, amortization of intangible assets, share- based compensation, interest expense, net, and other, and unallocated corporate overhead. The Company' s management 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 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, ~~202220212020RevenueNurse~~ ---- **202320222021RevenueNurse** and allied solutions $ **2, 624, 509 $** 3, 982, 453 $ 2, 990, 103 ~~$ 1, 699, 311~~ Physician and leadership ~~solutions697~~ - **solutions669 , 701 697** , 946 594, 243 ~~466, 622~~ Technology and workforce ~~solutions562~~ -- **solutions495 , 044 562** , 843 399, 889 ~~227~~ **$ 3** , ~~781~~ **789, 254** $ 5, 243, 242 $ 3, 984, 235 ~~$ 2, 393, 714~~ Segment operating incomeNurse and allied solutions $ **362, 158 $** 576, 226 $ 461, 311 ~~$ 232, 005~~ Physician and leadership ~~solutions92~~ **solutions94 , 966 92** , 331 81, 439 ~~62, 342~~ Technology and workforce ~~solutions299~~ **solutions214 , 736 299** , 390 187, 578 ~~93~~ **671** , ~~212~~ **860** 967, 947 730, 328 ~~387, 559~~ Unallocated corporate ~~overhead153~~ **overhead154 , 484 153** , 669 123, 416 ~~123, 642~~ Depreciation and ~~amortization133~~ **amortization154 , 914 133** , 007 101, 152 ~~92, 766~~ Depreciation (included in cost of revenue) **6, 013** 4, 104 2, 545 ~~1, 421~~ Share- based ~~compensation30~~ **compensation18 , 020 30** , 066 25, 217 ~~20, 465~~ Interest expense, net, and ~~other40~~ - **other54 , 140 40** , 398 34, 077 ~~57, 742~~ Income before income taxes $ **284, 289 $** 606, 703 $ 443, 921 ~~$ 91, 523~~ The following tables present the Company' s revenue disaggregated by service type: Year Ended December 31, **2023Nurse and Allied SolutionsPhysician and Leadership SolutionsTechnology and Workforce SolutionsTotalTravel nurse staffing $ 1, 806, 653 $ — $ — $ 1, 806, 653 Labor disruption services13, 303 — — 13, 303 Local staffing76, 553 — — 76, 553 Allied staffing709, 632 — — 709, 632 Locum tenens staffing — 464, 797 — 464, 797 Interim leadership staffing — 136, 953 — 136, 953 Temporary staffing2, 606, 141 601, 750 — 3, 207, 891 Permanent placement18, 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,** 2022Nurse and Allied SolutionsPhysician and Leadership SolutionsTechnology and Workforce SolutionsTotalTravel nurse staffing $ 2, 912, 677 $ — $ — $ 2, 912, 677 Labor disruption services112, 160 — — 112, 160 Local staffing142, 724 — — 142, 724 Allied staffing806, 491 — — 806, 491 Locum tenens staffing — 428, 133 — 428, 133 Interim leadership staffing — 184, 819 — 184, 819 Temporary staffing3, 974, 052 612, 952 — 4, 587, 004 Permanent placement8, 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 Year Ended December 31, 2021Nurse and Allied SolutionsPhysician and Leadership SolutionsTechnology and

Workforce SolutionsTotalTravel nurse staffing $ 2, 168, 507 $ — $ — $ 2, 168, 507 Labor disruption services110, 520 — — 110, 520 Local staffing124, 977 — — 124, 977 Allied staffing586, 099 — — 586, 099 Locum tenens staffing — 352, 650 — 352, 650 Interim leadership staffing — 170, 236 — 170, 236 Temporary staffing2, 990, 103 522, 886 — 3, 512, 989 Permanent placement — 71, 357 — 71, 357 Language services — — 180, 891 180, 891 Vendor management systems — — 148, 532 148, 532 Other technologies — — 29, 043 29, 043 Technology- enabled services — — 358, 466 358, 466 Talent planning and acquisition — — 41, 423 41, 423 Total revenue $ 2, 990, 103 $ 594, 243 $ 399, 889 $ 3, 984, 235 **(s) Reclassifications To conform to the current** ~~Year~~ **year presentation** ~~Ended December 31~~ , ~~2020Nurse~~ **certain reclassifications have been made to prior year balances in the consolidated balance sheets and accompanying Note (6), " Balance Sheet Details. " (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 as deferred revenue, relating to contracts with customers that are acquired in a business combination. Under prior guidance,** ~~and~~ **an** ~~Allied SolutionsPhysician~~ **acquirer generally recognized assets acquired** and ~~Leadership SolutionsTechnology~~ **liabilities assumed in a business combination, including contract assets** and ~~Workforce SolutionsTotalTravel nurse staffing $~~ **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 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, ~~230~~ **2023 on a prospective basis** , **and** ~~396 $ — $ — $ 1, 230, 396 Labor disruption services7, 137 — — 7, 137 Local staffing53, 218 — — 53, 218 Allied staffing408, 560 — — 408, 560 Locum tenens staffing — 277, 428 — 277, 428 Interim leadership staffing — 130, 800 — 130, 800 Temporary staffing1, 699, 311 408, 228 — 2, 107, 539 Permanent placement — 58, 394 — 58, 394 Language services — — 116, 054 116, 054 Vendor management systems — — 69, 756 69, 756 Other~~ -- **the adoption did not have a material effect on the Company' s consolidated financial statements.** ~~technologies — — 23, 557 23, 557 Technology- enabled services — — 209, 367 209, 367 Talent planning and acquisition — — 18, 414 18, 414 Total revenue $ 1, 699, 311 $ 466, 622 $ 227, 781 $ 2, 393, 714~~ (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, ~~2022~~ **2023** . The allocations will 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. ~~Connetics~~ **For each acquisition, the Company did not incur any material acquisition- related costs. MSDR** Acquisition On ~~May 13~~ **November 30** , ~~2022~~ **2023** , the Company completed its acquisition of ~~Connetics Communications,~~ **MSI Systems Corp. and DrWanted. com** LLC (**together,** " ~~Connetics~~ **MSDR** "), **two** ~~which specializes in the direct hire recruitment and permanent placement of international nurse and allied health professionals with~~ healthcare ~~facilities~~ **staffing companies that specialize** in ~~the United States~~ **locum tenens and advanced practice** . The initial purchase price of $ ~~78~~ **292** , **818 consisted entirely of** ~~764 included (1) $ 70, 764~~ cash consideration paid upon acquisition ~~,~~ **. The acquisition was** funded through **borrowings under the Company' s** ~~cash on hand, and (2) contingent consideration (earn- out payment) of up to~~ $ ~~12~~ **750** , ~~500 with an estimated fair value of $~~ **000 secured revolving credit facility (the " Senior Credit Facility "), provided for under the Amended Credit Agreement (as defined in Note (** 8 **) below)** ~~, 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~~ . The results of ~~Connetics~~ **MSDR** have been included in the Company' s ~~nurse~~ **physician** and ~~allied~~ **leadership** 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 preliminary allocation of the $ ~~78~~ **292** , ~~533~~ **818** purchase price ~~, which was reduced by the final working capital settlement during the fourth quarter of 2022,~~ consisted of (1) $ ~~3~~ **49** , ~~567~~ **584** of fair value of tangible assets acquired, which included $ ~~963~~ **643** cash received, (2) $ ~~8, 224~~ **24, 536** of liabilities assumed, (3) $ ~~40~~ **92** , ~~200~~ **000** of identified intangible assets, and (4) $ ~~42~~ **175** , ~~990~~ **770** of goodwill, of which $ ~~34~~ **88** , ~~990~~ **961** 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 ValueUseful Life (in years) Identifiable intangible assetsCustomer relationships $ 54, 300 7- 10Tradenames and trademarks26, 400 3Staffing databases11, 300 5 $ 92, 000 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 ValueUseful Life (in years) Identifiable intangible assetsCustomer relationships $ 32, 800 15Staffing database4, 200 5Tradenames and trademarks3, 200 5 $ 40, 200 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 ~~(as defined below)~~ . 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** ~~Stratus Video Acquisition On~~

~~February 14, 2020~~ **2023** , the Company ~~completed~~ **determined that** ~~its~~ - **it** ~~acquisition~~ **will wind down the operations** of ~~Stratus Video,~~ **Synzi and SnapMD during 2024. As** a ~~remote video interpreting~~ **result of this decision, the** ~~company~~ **Company recorded** ~~that provides healthcare interpretation via remote video, over the phone, and~~ - **an** ~~onsite in- person, all supported by proprietary technology platforms~~ **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** ~~initial purchase price of $ 485, 568 consisted entirely of cash consideration paid upon acquisition. The acquisition was funded primarily through (1) borrowings under~~ the Company' s ~~$ 400, 000 secured revolving credit facility (the " Senior Credit Facility "), provided for under a credit agreement (the " New Credit Agreement "), and (2) the Second Amendment (as defined in Note (8) below) to the New Credit Agreement, which provided $ 250, 000 of additional available borrowings to the Company. The Senior Credit Facility, New Credit Agreement and Second Amendment are more fully described in Note (8), " Notes Payable and Credit Agreement. " The results of Stratus Video have been included in the Company' s technology and workforce solutions segment since the date of acquisition. During the second quarter of 2020, an additional $ 99 of cash consideration was paid to the selling shareholders in respect of the final working capital settlement. The Company incurred $ 11, 467 of acquisition- related costs during the year ended December 31, 2020 as a result of its acquisition of Stratus Video. The allocation of the $ 485, 667 purchase price, which included the additional cash consideration paid for the final working capital settlement and was finalized during the first quarter of 2021, consisted of (1) $ 44, 092 of fair value of tangible assets acquired, which included $ 9, 176 cash received, (2) $ 56, 059 of liabilities assumed, (3) $ 228, 000 of identified intangible assets, and (4) $ 269, 634 of goodwill, of which $ 10, 182 is deductible for tax purposes. The intangible assets acquired have a weighted average useful life of approximately seventeen years. The following table summarizes the fair value and useful life of each intangible asset acquired as of the acquisition date: Fair ValueUseful Life (in years) Identifiable intangible assetsCustomer relationships $ 171, 000 20Tradenames and trademarks40, 000 5- 10Developed technology16, 000 5Interpreter database1, 000 4 $ 228, 000 During the third quarter of 2020, the Company revised the estimated useful lives for the tradenames and trademarks intangible assets as a result of its plan to rebrand the language interpretation business. Based on this change in circumstances since the date of acquisition, the Company determined that the remaining useful lives of the assets are five years and is amortizing the remaining value on a straight- line basis over the remaining useful life. Approximately $ 116, 054 of revenue and $ 20, 164 of income before income taxes of Stratus Video were included in the~~ consolidated ~~statement of comprehensive income for the year ended December 31, 2020. Pro Forma Financial Information (Unaudited) The following summary presents unaudited pro forma consolidated results of operations of the Company as if the acquisition of Stratus Video had occurred on January 1, 2019, which gives effect to certain adjustments, including acquisition- related costs of $ 14, 468 that were reclassified from the year ended December 31, 2020 to the year ended December 31, 2019. The unaudited pro forma~~ financial **statements** ~~information is not necessarily indicative of the operating results that would have occurred had the acquisitions been consummated as of the date indicated, nor is it necessarily indicative of the Company' s future operating results~~ . ~~Year Ended December 31, 2020Revenue $ 2, 407, 586 Income from operations165, 196 Net income81, 422~~ (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: 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. Assets and Liabilities Measured on a Recurring Basis ~~The~~ **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. " The Company' s restricted cash equivalents and investments that serve as collateral for the Company' s captive insurance company include commercial paper ~~that~~ **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. ~~From time to time, the Company invests a portion of its cash and cash equivalents in commercial paper classified as Level 2 in the fair value hierarchy. Of the $ 31, 536 commercial paper issued and outstanding as of December 31, 2022, none had original maturities greater than three months. Of the $ 80, 596 commercial paper issued and outstanding as of December 31, 2021, none had original maturities greater than three months.~~ The ~~Company' s restricted cash equivalents and investments that serve as collateral for the Company' s captive insurance company also include~~ corporate bonds ~~that~~ 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** ~~As of December 31, 2022,~~ the ~~Company had $ 25, 095~~ **fair value of commercial paper and** corporate bonds issued and outstanding **:** ~~, all of which had original maturities greater than three months and were considered available- for- sale securities.~~ As of December 31, ~~2021~~ **2023As of December 31** , **2022Commercial paper** ~~the Company had~~ $ ~~29~~ **48** , ~~159~~ **206 $ 31, 536** ~~corporate~~ **Corporate** bonds ~~issued and outstanding, of which~~ **— — Total classified as restricted cash equivalents** $ ~~27~~ **48** , ~~958 had original maturities greater than three months and were considered available- for- sale securities.~~ **206 $ 31, 536 Commercial paper $ — $ — Corporate bonds15, 563 25, 095 Total classified as restricted investments $ 15, 563 $ 25, 095** The fair value of our available- for- sale securities as of December 31, ~~2022~~ **2023** , by remaining contractual maturities, are presented in the following table: Fair ValueDue in one year or less $ ~~9~~ **5** , ~~809~~ **635** Due after one year through five ~~years15~~ **years9** , ~~286~~ **928** $ ~~25~~ **15** , ~~095~~ **563** 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. 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: Fair Value Measurements as of December 31, ~~2022Fair~~ **2023Fair** Value Measurements as of December 31, ~~2021Assets~~ **2022Assets** (Liabilities) Level 1Level 2Level 3TotalLevel 1Level 2Level 3TotalMoney market funds $ **— $ — $ — $ — $** 36, 895 $ — $ — $ 36, 895 ~~$ 91, 454 $ — $ — $ 91, 454~~ Deferred compensation (~~128~~ **165** , ~~465~~ **574**) — — (**165, 574) (** 128, 465 ~~) (119, 617~~) — — (~~119~~ **128** , ~~617~~ **465**) Corporate bonds — **15, 563 — 15, 563 —** 25, 095 — 25, 095 ~~— 29, 159 — 29, 159~~ Commercial paper — **48, 206 — 48, 206 —** 31, 536 — 31, 536 ~~— 80, 596 — 80, 596~~ Acquisition contingent consideration liabilities — — ~~(5, 070) (5, 070)~~ — — — — ~~Level 3 Information The following table sets forth a reconciliation of changes in the fair value of contingent consideration liabilities classified as Level 3 in the fair value hierarchy: 20222021Balance as of January 1, $ — $ (8, 000) Settlement of b4health contingent consideration liability for year ended December 31, 2020 — 8, 000 Contingent consideration liability from Connetics acquisition on May 13, 2022 (8, 000) — Change in fair value of contingent consideration liability from Connetics acquisition2, 930 — Balance as of December 31, $~~ (5, 070) ~~$ —~~ **(5, 070)** 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 determines the fair value of indefinite- lived intangible assets using the income approach (relief- from- royalty method) based on Level 3 inputs. 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 for identical or similar investments of the same issuer, which are Level 2 inputs, and 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. The balance of the equity investment was $ **12, 503 and $** 19, 204 ~~and $ 22, 633~~ as of December 31, **2023 and** 2022 ~~and 2021~~ , respectively. There were no **material** ~~triggering events identified, no indication of impairment of the Company' s goodwill, indefinite- lived intangible assets, or long- lived assets and no~~ impairment charges recorded ~~for the aforementioned assets~~ during the ~~three~~ years ended December 31, **2023,** 2022 **and 2021** ~~requiring such measurements~~ . 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, ~~2022As~~ **2023As** of December 31, ~~2021CarryingAmountEstimatedFair~~ **2022CarryingAmountEstimatedFair** ValueCarryingAmountEstimatedFair Value2027 Notes $ 500, 000 $ ~~460~~ **468, 750 $ 500** , 000 $ ~~500~~ **460** , 000 ~~$ 517, 500~~ 2029 Notes350, 000 ~~300~~ **314** , 125 350, 000 ~~353~~ **300** , ~~500~~ **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 and** 2022 ~~and 2021~~ , the Company had the following acquired intangible assets: As of December 31, ~~2022As~~ **2023As** of December 31, ~~2021~~ **2022** GrossCarryingAmountAccumulatedAmortizationNetCarryingAmountGrossCarryingAmountAccumulatedAmortizationNetCarryingAmountIntangible assets subject to amortization: Staffing databases $ **52, 336 $ (33, 398) $ 18, 938 $** 41, 036 $ (24, 784) $ 16, 252 ~~$ 36, 836 $ (19, 857) $ 16, 979~~ Customer ~~relationships478~~ **relationships532 , 048 (210, 606) 321, 442 478** , 122 (179, 795) 298, 327 ~~445, 169 (150, 255) 294, 914~~ Tradenames and ~~trademarks260~~ **trademarks284 , 488 (161, 656) 122, 832 260** , 140 (121, 576) 138, 564 ~~256, 889 (81, 522) 175, 367~~ Non- compete ~~agreements7~~ **agreements9 , 399 (6, 727) 2, 672 7** , 555 (6, 035) 1, 520 ~~6, 495 (4, 621) 1, 874~~ Acquired ~~technology51~~ **technology37 , 915 (29, 665) 8, 250 51** , 306 (29, 137) 22, 169 **$ 916, 186 $ (442, 052) $** ~~47~~ **474** , **134** ~~320 (21, 994) 25, 326~~ $ 838, 159 $ (361, 327) $ 476, 832 ~~$ 792, 709 $ (278, 249) $ 514, 460~~ 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 and $** 83, 078 ~~and $ 63, 015~~ for the years ended December 31, **2023 and** 2022 ~~and 2021~~ , respectively. Based on the net carrying amount of intangible assets subject to amortization, the estimated future amortization expense as of December 31, ~~2022~~ **2023** is as follows: AmountYear ending December 31, ~~2023~~ **2024** $ ~~86~~ **92** , ~~525~~ **766** Year ending December 31, ~~202476~~ **202575** , ~~029~~ **637** Year ending December 31, ~~202560~~ **202667** , ~~131~~ **111** Year ending December 31, ~~202651~~ **202756** , ~~538~~ **070** Year ending December 31, ~~202749~~ **202835** , ~~022~~ **891** ~~Thereafter153~~ **Thereafter146** , ~~587~~ **659** $ ~~476~~ **474** , ~~832~~ **134** The following table summarizes the activity related to the carrying value of goodwill by reportable segment: Nurse and AlliedSolutionsPhysician and LeadershipSolutionsTechnology and Workforce SolutionsTotalBalance, January 1, ~~2021~~ **2022** $ 339, 015 $ 152, 800 $ ~~372~~ **400** , ~~670~~ **526** $ ~~864, 485 Goodwill adjustment for Stratus Video acquisition — — 663 663 Goodwill from Synzi and SnapMD acquisition — — 27, 193 27, 193 Balance, December 31, 2021339, 015 152, 800 400, 526~~ 892, 341 Goodwill adjustment for Synzi and SnapMD acquisition — — 33 33 Goodwill from Connetics acquisition42, 990 — — 42, 990 Balance, December 31, **2022382, 005 152, 800 400, 559 935, 364 Goodwill adjustment for Connetics acquisition415 — — 415 Goodwill from MSDR acquisition — 175, 770 — 175, 770 Balance, December 31,** ~~2022~~ **2023** $ 382, ~~005~~ **420** $ ~~152~~ **328** , ~~800~~ **570** $ 400, 559 $ ~~935~~ **1** , ~~364~~ **111, 549** Accumulated impairment loss as of December 31, ~~2021 and~~ 2022 **and 2023** $ 154, 444 $ 60, 495 $ — $ 214, 939 (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 leases include one or more options to renew, with renewal terms that can extend the lease term up to 10 years. 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 ~~reduces~~ **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. ~~Because the Company does not control the underlying asset during the construction period, the Company is not considered the owner of the asset under construction for accounting purposes.~~ The lease ~~will commence~~ **commenced** upon **substantial** completion of the construction of the office building **in June** ~~which is expected be near the end of the first quarter of~~ 2023. The initial term of the lease is approximately ~~11~~ **eleven** years with options to renew ~~the lease~~ during the lease term. ~~A~~ **The Company recognized a** right- of- use asset and **operating** lease liability ~~will be recognized in the consolidated balance sheet in the period the~~ **of $ 15, 782 and $ 22, 713, respectively, at** lease ~~commences~~ **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, ~~202220212020Operating~~ ---- **202320222021Operating lease cost $ 9, 610 $ 16, 439 $ 23, 495 Short- term lease cost3, 738 5, 787 6, 056 Variable and other lease cost2, 789 3, 129 2, 485 Net** lease cost $ 16, **137** ~~439 $ 23, 495 20, 176 Short- term lease cost5, 787 6, 056 8, 702 Variable and other lease cost3, 129 2, 485 2, 526 Net lease cost~~ $ 25, 355 $ 32, 036 ~~$ 31, 404~~ The maturities of lease liabilities as of December 31, ~~2022~~ **2023** were as follows: Operating LeasesYear ending December 31, ~~2023~~ **2024** $ ~~8~~ **10** , ~~501~~ **584** Year ending December 31,

~~20246~~ **20258** , ~~695~~ **150** Year ending December 31, ~~20252~~ **20266** , ~~741~~ **437** Year ending December 31, ~~2026112~~ **20276, 494** Year ending December 31, ~~2027 —~~ **20286, 665** ~~Thereafter~~ **Thereafter16 —, 765** Total lease ~~payments18~~ **payments55** , ~~049~~ **095** Less imputed interest (~~599~~ **9, 499**) Present value of lease liabilities $ ~~17, 450~~ **45, 596** The weighted average remaining lease term and discount rate as of December 31, **2023 and** 2022 ~~and 2021~~ were as follows: December 31, ~~20222021Weighted~~ ---- **20232022Weighted** average remaining lease ~~term2~~ **term7** ~~years3~~ **years2** yearsWeighted average discount ~~rate3~~ **rate5 . 3 % 3** . 1 ~~% 2. 6~~ % (6) Balance Sheet Details The consolidated balance sheets detail is as follows: December 31, ~~20222021Other~~ **20232022Other** current assets: Restricted cash and cash equivalents $ **22, 056 $** 37, 225 ~~$ 29, 262~~ Income taxes ~~receivable8~~ **receivable5 , 350 8** , 875 ~~— Other19~~ **Other18 , 264 19** , 937 ~~37, 568~~ Other current assets $ ~~66~~ **45** , ~~037~~ **670** $ 66, **037** ~~830 Prepaid expenses: Prepaid payroll deposits $ — $ 60, 014 Other18, 708 12, 446 Prepaid expenses $ 18, 708 $ 72, 460~~ Fixed assets: Furniture and equipment $ **71, 815 $** 51, 408 ~~$ 43, 134 Software323~~ **Software388 , 812 323** , 418 ~~265, 137~~ Leasehold ~~improvements2~~ **improvements15 , 839 2** , 067 ~~8~~ **476** , ~~797~~ **466** 376, 893 ~~317, 068~~ Accumulated depreciation (**285, 081) (** 227, 617 ~~) (189, 954~~) Fixed assets, net $ **191, 385 $** 149, 276 **Other assets: Life insurance cash surrender value** $ ~~127~~ **162** , ~~114~~ **780 $ 117, 139 Operating lease right- of- use assets34, 543 16, 266 Other39, 473 38, 611 Other assets $ 236, 796 $ 172, 016** Accounts payable and accrued expenses: Trade accounts payable $ **54, 128 $** 78, 057 ~~$ 77, 325~~ Subcontractor ~~payable295~~ **payable122 , 983 295** , 259 ~~261, 689~~ Accrued ~~expenses73~~ **expenses82 , 257 73** , 885 ~~61, 220~~ Loss ~~contingencies14~~ **contingencies69 , 837 14** , 638 ~~10, 400~~ Professional liability reserve7, **761 7,** 756 ~~7, 127~~ Other6, **881 6,** 857 ~~7, 496~~ Accounts payable and accrued expenses $ **343, 847 $** 476, 452 ~~$ 425, 257~~ Accrued compensation and benefits: Accrued payroll $ **53, 633 $** 63, 857 ~~$ 98, 817~~ Accrued bonuses and ~~commissions96~~ **commissions31 , 236 96** , 760 **ESPP contributions950 —** ~~105, 155 Accrued travel expense2, 033 3, 058 Health insurance reserve7, 790 6, 041~~ Workers compensation reserve12, **130 12,** 113 ~~12, 384~~ Deferred ~~compensation128~~ **compensation165 , 574 128** , 465 ~~119~~ **Other15** , ~~617 Other22~~ **013 32** , **049** ~~226 9, 309~~ Accrued compensation and benefits $ **278, 536 $** 333, 244 **December** ~~$ 354, 381~~ **31** ~~Other~~ **, 20232022Other** current liabilities: **Deferred revenue** ~~Income taxes payable~~ $ ~~—~~ **11, 303** $ ~~21~~ **11** , ~~162~~ **825** Acquisition related ~~liabilities5~~ **liabilities — 5** , 070 ~~—~~ Client ~~deposits21~~ **deposits8 , 707 21** , 466 ~~141~~ **Operating lease liabilities7** , ~~102~~ **993 8, 090** ~~Other1~~ **Other5 , 735 1** , 786 ~~155~~ Other current liabilities $ ~~28~~ **33** , ~~322~~ **738** $ ~~162~~ **48** , **237 Other** ~~419 December 31, 20222021Other~~ long- term liabilities: Workers compensation reserve $ **21, 169 $** 23, 841 ~~$ 24, 130~~ Professional liability reserve36, **891 36,** 214 ~~34~~ **Operating lease liabilities37** , **603 9** ~~544 Unrecognized tax benefits8~~ , ~~372 4~~ **360 Other13** , ~~633 Other42~~ **316 51** , **151** ~~779 33, 682~~ Other long- term liabilities $ ~~111~~ **108** , ~~206~~ **979** $ ~~96~~ **120** , ~~989~~ **566** (7) Income Taxes The provision for income taxes from operations for the years ended December 31, **2023,** 2022 ~~,~~ **and** 2021 ~~and 2020~~ consists of the following: Years Ended December 31, ~~202220212020Current~~ ---- **202320222021Current** income taxes: Federal $ **65, 877 $** 145, 217 $ 98, 795 ~~$ 32, 673 State42~~ **State20 , 666 42** , 051 34, 025 ~~9, 813 Total187~~ **Total86 , 543 187** , 268 132, 820 ~~42, 486~~ Deferred income taxes: Federal (**10, 203) (** 20, 173) (12, 992) ~~(15, 092)~~ State (**2, 730) (** 4, 442) (3, 295) ~~(6, 536)~~ Total (**12, 933) (** 24, 615) (16, 287 ~~) (21, 628~~) Provision for income taxes from operations $ **73, 610 $** 162, 653 $ 116, 533 ~~$ 20, 858~~ **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 **2023,** 2022 ~~,~~ **and** 2021 ~~and 2020~~ to pretax income from operations because of the effect of the following items during the years ended December 31, **2023,** 2022 ~~,~~ **and** 2021 ~~and 2020~~ : Years Ended December 31, ~~202220212020Tax~~ **202320222021Tax** expense at federal statutory rate $ **59, 701 $** 127, 390 $ 93, 223 ~~$ 19, 220~~ State taxes, net of federal ~~benefit29~~ **benefit14 , 170 29** , 711 23, 990 ~~4, 161~~ Non- deductible ~~expenses~~ **expenses3 , 010** — — ~~3, 621~~ Share- based compensation (**944) (** 2, 383) (1, 460 ~~) (2, 311~~) Unrecognized tax ~~benefit3~~ **benefit1 , 957 3** , 245 (680) **Company- owned life insurance policies** (~~78~~ **4, 428) 4, 094 (1, 968) Tax credits (3, 172) (2, 741) (551**) Other, ~~net4~~ **net3** , **316** ~~690 1, 460 (~~ 3, ~~755)~~ **337 3, 979** Income tax expense from operations $ **73, 610 $** 162, 653 $ 116, 533 ~~$ 20, 858~~ **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 and** 2022 ~~and 2021~~ : December 31, ~~20222021Deferred~~ ---- **20232022Deferred** tax assets: Share- based compensation $ **5, 461 $** 7, 556 ~~$ 6, 954~~ Deferred ~~compensation32~~ **compensation41 , 976 32** , 962 ~~30, 513~~ Accrued ~~bonus22~~ **bonus2, 585 22** , 437 ~~24, 636~~ Accrued ~~payroll taxes — 6, 427 Accrued expenses30~~ **expenses11** , ~~178 19~~ **426 14** , ~~899~~ **452** Operating lease ~~liabilities4~~ **liabilities11 , 296 4** , 532 ~~6, 472~~ Net operating ~~losses5~~ **losses4 , 809 5** , 803 ~~8, 815~~ Loss ~~contingencies10~~ **contingencies813 10** , 857 ~~8, 528~~ Workers compensation ~~insurance6~~ **insurance5 , 997 6** , 661 **Professional services expenses16, 242 419 Provision for expected credit losses9, 161 9, 074 Sales credits6, 896** 6, ~~476~~ **233** ~~Other3~~ **Other1 , 516 3** , 749 ~~2, 731~~ Total deferred tax assets $ **118, 178 $** 124, 735 ~~$ 121, 451~~ Deferred tax liabilities: ~~Intangibles~~ **Intangible assets** $ (**111, 590) $ (** 114, 967 ~~) $ (126, 535~~) Fixed assets (**14, 947) (** 21, 739 ~~) (28, 824~~) Operating lease right- of- use assets (**8, 539) (** 4, 228) ~~(7, 269)~~ Other (6, **452) (6,** 514 ~~) (6, 637~~) Total deferred tax liabilities $ (**141, 528) $ (** 147, 448 ~~) $ (169, 265~~) Net deferred tax liabilities $ (**23, 350) $ (** 22, 713 ~~) $ (47, 814~~) 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, ~~2022~~ **2023** is $ ~~27~~ **22** , **310** ~~321, primarily related to the Stratus Video and Synzi acquisitions~~ , which begins to expire by 2030. The amount of state NOL carryforward that is available for use in years subsequent to December 31, ~~2022~~ **2023** is $ ~~617~~ **1** , **616** ~~primarily related to the Stratus Video and Synzi acquisitions~~ , which **begins to** ~~expires~~ **expire** ~~in~~ **by** ~~2039~~ **2036** . ~~The Stratus Video and Synzi acquisitions are more fully described in Note (2), " Acquisitions. "~~ A summary of the changes in the amount of unrecognized tax benefits (excluding interest and penalties) for **2023,** 2022 ~~,~~ **and** 2021 ~~and 2020~~ is as follows: ~~202220212020Beginning~~ ---- **202320222021Beginning** balance of unrecognized tax benefits $ **6, 980 $** 4, 067 $ 4, 916 ~~$ 4, 937~~ Additions based on tax positions related to the current year1, **873 1,** 464 504 ~~667~~ Additions based on tax positions of prior ~~years1~~ **years491 1** , 966 — ~~255~~ Reductions for tax positions of prior years — **—** (301) ~~—~~ Reductions due to lapse of applicable statute of limitation (**655) (** 517) (1, 052 ~~) (943~~) Ending balance of unrecognized tax benefits $ **8, 689 $** 6, 980 $ 4, 067 ~~$ 4, 916~~ At December 31, ~~2022~~ **2023** , if recognized, approximately $ ~~7~~ **9** , ~~181~~ **138** net of $ 1, ~~191~~ **495** 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 $ 1, **942, $ 1,** 390 ~~,~~ **and** $ 564 ~~and $ 530~~ of accrued interest related to unrecognized tax benefits at December 31, **2023,** 2022 ~~,~~ **and** 2021 ~~and 2020~~ , respectively. The amount of interest expense recognized in **2023,** 2022 ~~,~~ **and** 2021 ~~and 2020~~ was $ **552, $** 826 ~~,~~ **and** $ 34 ~~and $ 37~~ , respectively. The Company is subject to taxation in the U. S. and various states and foreign jurisdictions. With few exceptions, as of December 31, ~~2022~~ **2023** , 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 ~~2019~~ **2020** . 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 ~~On March 27, 2020,~~ **Pursuant to the business tax provisions in** the Coronavirus Aid, Relief, and Economic Security Act (the " CARES Act ") ~~, was enacted and signed into law in response to the COVID- 19 pandemic. Among other~~ -- **the** ~~things, the CARES Act contains significant business tax provisions, including a deferral of payment of employer payroll taxes and an employer retention credit for employer payroll taxes. 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 ~~. The Company claimed an employee retention employment tax credit of $ 1, 756 during 2020 and 2021~~ . (8) Notes Payable and Credit Agreement (a) The Company' s Credit Agreement and ~~Related~~ **Revolving** Credit ~~Facilities~~ **Facility** On February ~~9~~ **10** , ~~2018~~ **2023** , the Company entered into the ~~New Credit Agreement with several lenders to provide for the $ 400, 000 Senior Credit Facility to replace its then- existing credit facilities. On June 14, 2019, the Company~~

~~entered into the first amendment to the New Credit Agreement (the " First Amendment ") to provide for, among other things, a $ 150, 000 secured term loan credit facility (the " Term Loan "). The Company fully repaid all amounts under the Term Loan in 2019. On February 14, 2020, the Company entered into the second amendment to the New Credit Agreement (the " Second Amendment ") to provide for, among other things, a $ 250, 000 secured term loan credit facility (the " Additional Term Loan "). The Second Amendment extended the maturity date of the Senior Credit Facility to February 14, 2025, which was coterminous with the Additional Term Loan. The Company used the proceeds from the Additional Term Loan, together with a drawdown of a portion of the Senior Credit Facility, to complete its acquisition of Stratus Video, as more fully described in Note (2), " Acquisitions. " The Additional Term Loan was subject to amortization of principal of 2. 50 % per year for the first year of the term and 5. 00 % per year thereafter, payable in equal quarterly installments. The Company fully repaid all amounts under the Additional Term Loan in the first quarter of 2021. In connection with the Second Amendment, the Company incurred $ 4, 144 in fees paid to lenders and other third parties, which were capitalized and are being amortized to interest expense over the term of the Senior Credit Facility. In addition, $ 1, 681 of unamortized financing fees incurred in connection with obtaining the New Credit Agreement and First Amendment will continue to be amortized to interest expense over the term of the Senior Credit Facility. On February 10, 2023, the Company entered into the~~ third amendment to **its** ~~the New Credit~~ **credit** ~~Agreement~~ **agreement** (the " Third Amendment "). The Third Amendment (together with the ~~New Credit~~ **credit** ~~Agreement~~ **agreement** , the ~~First~~ **first** ~~Amendment~~ **amendment** and the ~~Second~~ **second** ~~Amendment~~ **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. 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 ~~. At February 10, 2023, $ 45, 000 was drawn in the ordinary course of business and there was $ 683, 592 of available credit under the Senior Credit Facility~~ . (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. ~~With proceeds from the New 2027 Notes and cash on hand, the Company (1) repaid $ 200, 000 of its indebtedness under the Additional Term Loan and (2) paid $ 2, 620 of fees and expenses related to the issuance of the New 2027 Notes, which were recorded as a reduction of the notes payable balance and are being amortized to interest expense over the remaining term of the 2027 Notes.~~ (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. ~~With the proceeds from the 2029 Notes and cash generated from operations, the Company (1) redeemed all of its outstanding $ 325, 000 aggregate principal amount of the 5. 125 % senior notes due 2024 (the " 2024 Notes ") on November 4, 2020, (2) paid $ 9, 857 consisting of the associated redemption premium and accrued and unpaid interest on the 2024 Notes, (3) repaid $ 40, 000 under the Senior Credit Facility and (4) incurred $ 4, 744 in fees and expenses related to the issuance and sale of the 2029 Notes, which were recorded as a reduction of the notes payable balance and are being amortized to interest expense over the term of the 2029 Notes. In addition, the Company wrote off $ 2, 992 of unamortized financing fees incurred in connection with the issuance of the 2024 Notes, which was recognized in interest expense, net, and other in the consolidated statements of comprehensive income for the year ended December 31, 2020.~~ (d) Debt Balances Outstanding debt balances as of December 31, **2023 and** 2022 ~~and 2021~~ consisted of the following: As of December 31, ~~202220212027 Notes~~ **20232022Senior Credit Facility** $ ~~500~~ **460** , 000 $ **— 2027 Notes500, 000** 500, 000 2029 Notes350, 000 350, 000 Total debt ~~outstanding850~~ **outstanding1 , 310** , 000 850, 000 Less unamortized fees and premium (**5, 312) (** 6, 495 ~~) (7, 678~~) Long- term portion of notes payable $ **1, 304, 688 $** 843, 505 ~~$ 842, 322~~ At December 31, ~~2022~~ **2023** , with $ ~~21~~ **20** , ~~408~~ **758** of outstanding letters of credit collateralized by the Senior Credit Facility, there was $ ~~378~~ **269** , ~~592~~ **242** of available credit under the Senior Credit Facility **. The interest rate for the outstanding borrowings under the Senior Credit Facility was 6. 7 % on a SOFR basis as of December 31, 2023** . (e) Letters of Credit At December 31, ~~2022~~ **2023** , the Company maintained outstanding standby letters of credit totaling $ 21, ~~962~~ **312** as collateral in relation to its workers **'** compensation insurance agreements and a corporate office lease agreement. Of the $ 21, ~~962~~ **312** outstanding letters of credit, the Company has collateralized $ 554 in cash and cash equivalents and the remaining $ ~~21~~ **20** , ~~408~~ **758** is collateralized by the Senior Credit Facility. Outstanding standby letters of credit at December 31, ~~2021~~ **2022** totaled $ ~~23~~ **21** , ~~562~~ **962** . (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 $ **5, 673, $** 31, 409 ~~,~~ **and** $ 13, 157 ~~and $ 4, 256~~ for the years ended December 31, **2023,** 2022 ~~,~~ **and** 2021 ~~and 2020~~ , respectively. Employer contribution expenses for the year ended December 31, 2022 include 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 $ **10, 822, $** 18, 023 ~~,~~ **and** $ 8, 951 ~~and $ 2, 845~~ for the years ended December 31, **2023,** 2022 ~~,~~ **and** 2021 ~~and 2020~~ , respectively. Employer contribution expenses for the year ended December 31, 2022 include 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 $ **162, 780 and $** 117, 139 ~~and $ 115, 095~~ at December 31, **2023 and** 2022 ~~and 2021~~ , 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 and** 2022 ~~and 2021~~ , 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 and June 15, 2022 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** for a total of $ ~~850~~ **1, 350** , 000 of repurchase authorization **, of which $**

226, 658 remained on the repurchase program as of December 31, ~~2022~~ **2023** . 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 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 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~~ **during** the year ended December 31, ~~2022~~ **2023 . During the year ended December 31, 2023** , the Company **also** repurchased ~~5~~ **2** , ~~644~~ **362** shares of its common stock **through the open market** at an average price of $ ~~102~~ **95** . ~~16~~ **13** per share excluding broker' s fees, resulting in an aggregate purchase price of $ ~~576~~ **224** , **744 excluding** ~~767. During~~ the ~~year ended December 31, 2021, the Company~~ **effect of excise taxes. The total number of shares** repurchased **,** ~~25 shares of its common stock at an~~ average price ~~of $ 108. 97~~ per share **(** excluding broker' s fees **)** , ~~resulting in an~~ **and total cost (excluding** ~~aggregate purchase price of $ 2, 688. During~~ the **effect of excise taxes) for the** ~~year~~ **years** ended December 31, ~~2020, the Company did not repurchase any shares of its common stock. On February 7,~~ 2023, **2022** ~~the Company' s board of directors approved an~~ **and 2021 were as follows: Years Ended** ~~increase to the share repurchase program of up to an additional $ 500, 000 of repurchases of its outstanding common stock. Since~~ December 31, **202320222021Number of** ~~2022, and through February 22, 2023, the Company has repurchased 923~~ shares ~~of its common stock at an~~ **repurchased4, 383 5, 644 25** ~~average~~ **Average** price ~~of~~ **per share $ 96. 90 $ 102. 16** $ 108. ~~40 per~~ **97 Total cost of** share ~~excluding broker' s fees, resulting in an aggregate purchase~~ **repurchases** ~~price of~~ $ ~~100~~ **424** , ~~028.~~ **744 $ 576, 767 $ 2, 688** (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. ~~Pursuant to the Equity Plan, stock options and stock appreciation rights (" SARs ") granted had a maximum contractual life of ten years.~~ 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 and** 2022 ~~and 2021~~ , 2, **264 and 2,** 414 ~~and 2, 548~~ 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. 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 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, ~~2022~~ **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,** 2022 ~~,~~ **and** 2021 ~~and 2020~~ : Number of SharesWeighted AverageGrant DateFair Value perShareUnvested at January 1, ~~2019758 $ 52. 45 Granted — RSUs271 $ 60. 02 Granted — PRSUs (1) 155 $ 64. 59 Vested (283) $ 49. 18 Canceled / forfeited (184) $ 53. 84 Unvested at December 31,~~ 2020717 $ 58. 88 Granted — RSUs290 $ 85. 30 Granted — PRSUs (1) 186 $ 97. 46 Vested (280) $ 56. 05 Canceled / forfeited (158) $ 65. 69 Unvested at December 31, 2021755 $ 78. 13 Granted — RSUs200 $ 109. 66 Granted — PRSUs (1) 190 $ 92. 65 Vested (405) $ 72. 43 Canceled / forfeited (75) $ 82. 13 Unvested at December 31, 2022665 $ 94. 79 **Granted — RSUs196 $ 95. 67 Granted — PRSUs (1) 176 $ 109. 74 Vested (349) $ 89. 76 Canceled / forfeited (87) $ 104. 14 Unvested at December 31, 2023601 $ 101. 01** (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, ~~2022~~ **2023** , there was $ ~~28~~ **26** , ~~293~~ **499** unrecognized compensation cost related to unvested RSUs and PRSUs. The Company expects to recognize such cost over a period of 1. 8 years. As of December 31, **2023 and** 2022 ~~and 2021~~ , the aggregate intrinsic value of the RSUs and PRSUs outstanding was $ **44, 979 and $** 68, 348 ~~and $ 92, 346~~ , respectively ~~. Stock Options and SARs Stock options entitle the holder to purchase, at the end of a vesting period, a specified number of shares of the Company' s common stock at a price per share set at the date of grant. Stock appreciation rights (" SARs ") entitle the holder to receive, at the end of a vesting period, shares of the Company' s common stock equal in value to the difference between the exercise price of the SAR, which is set at the date of grant, and the fair market value of the Company' s common stock on the date of exercise. A summary of stock option and SAR activity under the Equity Plan and Other Plans is as follows: NumberOutstandingWeighted- AverageExercise Priceper ShareOutstanding at December 31, 201912 $ 7. 51 Granted — $ — Exercised (12) $ 7. 51 Canceled / forfeited / expired — $ — Outstanding at December 31, 2020 — $ — Vested and expected to vest at December 31, 2020 — $ — Exercisable at December 31, 2020 — $ — As of December 31, 2020, there were no stock options or SARs outstanding. The total intrinsic value of stock options and SARs exercised was $ 828 for 2020~~ . Total share- based compensation expense for the years ended December 31, **2023,** 2022 ~~,~~ **and** 2021 ~~and 2020~~ was as follows: Years Ended December 31, ~~202220212020Share~~ ---- **202320222021Share** - based employee compensation, before tax $ **18, 020 $** 30, 066 $ 25, 217 ~~$ 20, 465~~ Related income tax benefits (**4, 685) (** 7, 817) (6, 556 ~~) (5, 321~~) Share- based employee compensation, net of tax $ **13, 335 $** 22, 249 $ 18, 661 ~~$ 15, 144~~ (12) Commitments and Contingencies 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 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~~ **this** ~~case~~ **matter in** ~~is~~ **its** ~~proceeding~~ **entirety, which was preliminarily approved** in the ~~United States District Court~~ **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 ~~has~~ reached an agreement to settle this matter in its entirety and **received** ~~is awaiting~~ court approval ~~. Final approval~~ of the settlement ~~is expected~~ **. Payment was made** in ~~early~~ **the second quarter of** 2023 ~~. Because of the inherent uncertainty of litigation, the Company is not able to reasonably predict if any matter will be resolved in a manner that is materially adverse to the Company. The Company has recorded accruals in connection with the matters described above amounting to $ 46, 225~~ . The Company is currently unable to estimate 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 in the consolidated balance sheets. Item 9. Changes In and Disagreements With Accountants on Accounting and Financial Disclosure 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 Chief Financial Officer have concluded that our disclosure controls and procedures as of December 31, ~~2022~~ **2023** 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. (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 Chief Financial 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, ~~2022~~ **2023** . ~~The~~ **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, ~~2022~~ **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** 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, ~~2022~~ **2023** that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting. (4) Report of Independent Registered Public Accounting Firm 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, ~~2022~~ **2023** , 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, ~~2022~~ **2023** , 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 and** 2022 ~~and 2021~~ , the related consolidated statements of comprehensive income, stockholders' equity, and cash flows for each of the years in the three- year period ended December 31, ~~2022~~ **2023** , and the related notes (collectively, the consolidated financial statements), and our report dated February 22, ~~2023~~ **2024** 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. Item 9B. Other Information **During the three months ended December 31, 2023, 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 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 ~~May 17~~ **April 19** , ~~2023~~ **2024** (the " ~~2023~~ **2024** Annual Meeting Proxy Statement ") under the headings " Corporate Governance — Election of Our Directors — AMN Healthcare Board of Directors, " " Executive Compensation **— Executive Compensation** Disclosure, " " Security Ownership and Other Matters — **Delinquent** Section 16 (a) ~~Reporting~~ **Reports** ~~Compliance~~ , " 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. 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** ~~8840 Cypress Waters~~ Boulevard Suite ~~300~~ **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 ~~2023~~ **2024** Annual Meeting Proxy Statement under the headings " **Executive** Compensation ~~,~~ **— Compensation** Discussion and Analysis, " " Executive Compensation **— Executive Compensation** Disclosure ~~, " " Director Compensation and Ownership Guidelines~~ , " " Corporate Governance — ~~Enterprise Risk Oversight~~ **Director Compensation and Ownership Guidelines** , " " Corporate Governance — ~~Committees of the~~ **Our Corporate Governance Program — Enterprise Risk Oversight, " " Corporate Governance —** Board **and Committee Structure** — **Talent and** ~~Compensation Committee —~~ Compensation Committee Interlocks and Insider Participation, " and " **Executive Compensation — Talent and** Compensation Committee Report on Executive Compensation. " 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 ~~2023~~ **2024** 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, ~~2022~~ **2023** regarding compensation plans under which our equity securities are authorized for issuance. (a) (b) (c) Number of Securities to be Issued upon Exercise of Outstanding Options, Warrants and Rights (1) Weighted- Average Exercise Price of Outstanding Options, Warrants, and Rights ($) **(2)** Numbers of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (a)) (~~2~~ **3**) Plan CategoryEquity compensation plans approved by security ~~holders664~~ --- **holders (4) 600** , ~~732~~ **678** $ — ~~2~~ **3** , ~~413~~ **264** , ~~823~~ **350** Equity compensation plans not approved by security holders (~~3~~ **5**) — — 181, 454 ~~Total664~~ **Total600** , ~~732~~ **678** $ — ~~2~~ **3** , ~~595~~ **445** , ~~277~~ **804** (1) Includes RSUs and PRSUs. As of December 31, ~~2022~~ **2023** , 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. (~~2~~ **3**) **Includes the following: (a) Shares available** ~~Under~~ **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~~ **Each** share ~~(a)~~ tendered or held back upon ~~exercise of an option or~~ settlement of an award to cover the ~~exercise price or~~ tax withholding with respect to an award ~~, or (b) subject to SARs that are not issued in connection with the settlement of the SARs on exercise thereof,~~ 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** ~~shares underlying our Equity Plan~~ that are forfeited, canceled or terminated after December 31, ~~2022~~ **2023 . (b) Shares available 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. " (~~3~~ **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 ~~2023~~ **2024** 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 ~~2023~~ **2024** Annual Meeting Proxy Statement under the heading " **Audit Committee Matters —** Ratification of the Selection of **Our** Independent Public Accounting Firm. " PART IV Item 15. Exhibits and Financial Statement Schedules (a) Documents filed as part of the report. (1) Consolidated Financial Statements Consolidated Statements of Comprehensive Income for the years ended December 31, **2023,** 2022 ~~,~~ **and** 2021 ~~and 2020~~ Consolidated Statements of Stockholders' Equity for the years ended December 31, **2023,** 2022 ~~,~~ **and** 2021 ~~and 2020~~ Consolidated Statements of Cash Flows for the years ended December 31, **2023,** 2022 ~~,~~ **and** 2021 ~~and 2020~~ (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 ~~ExhibitNumberDescription2~~ **ExhibitNumberDescription3** ~~. 1 Stock Purchase Agreement, dated as of January 26, 2020, by and among AMN Healthcare, Inc., Stratus Video 2016 Group, LLC and Stratus Video Holding Company (Incorporated by reference to Exhibit 2. 1 of the Registrant' s Current Report on Form 8- K dated February 14, 2020, filed with the SEC~~

~~on February 18, 2020). 3~~ . 1 Amended and Restated Certificate of Incorporation of AMN Healthcare Services, Inc. (Incorporated by reference to Exhibit 3. 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). 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 ~~3~~ **1** , ~~2016~~ **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, ~~2016~~ **2019** , filed with the SEC on November 4, ~~2016~~ **2019**). 4. 3 Indenture, dated as of October ~~1~~ **20** , ~~2019~~ **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, ~~2019~~ **2020** , filed with the SEC on November **6, 2020).** 4 ~~, 2019).~~ . 4 ~~.~~ **Description of Securities (Incorporated by reference to Exhibit** 4 ~~Indenture~~ **. 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 ~~October 20~~ **February 9** , ~~2020~~ **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** ~~U. S.~~ Bank ~~National Association~~ **, as administrative agent** (Incorporated by reference to Exhibit 4. 1 ~~of~~ **to** the Registrant' s Quarterly Report on Form 10- Q for the quarter ended ~~September 30~~ **March 31** , ~~2020~~ **2018** , filed with the SEC on **May** ~~November 6, 2020).~~ 4 **, 2018)** . ~~5 Description of Securities. *~~ 10. ~~1~~ **2 First Amendment to** Credit Agreement, dated as of ~~February 9~~ **June 14** , ~~2018~~ **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 ~~March 31~~ **June 30** , ~~2018~~ **2019** , filed with the SEC on ~~May 4~~ **August 7** , ~~2018~~ **2019**). 10. ~~2 First~~ **3 Second** Amendment to Credit Agreement, dated as of ~~June~~ **February** 14, ~~2019~~ **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 ~~June 30~~ **March 31** , ~~2019~~ **2020** , filed with the SEC on ~~August 7~~ **May 11** , ~~2019~~ **2020**). 10. ~~3 Second~~ **4 Third** Amendment to Credit Agreement, dated as of February ~~14~~ **10th** , ~~2020~~ **2023** , by and among AMN Healthcare, Inc., as ~~borrower~~ -- **borrow** , the guarantors party thereto, the lenders identified on the signature pages ~~thereto~~ , as lenders, and ~~SunTrust~~ **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, ~~2020~~ **2023** , filed with the SEC on May ~~11~~ **5** , ~~2020~~ **2023**). 10. ~~4~~ **5** 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. ~~5~~ **6** 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. ~~6~~ **7** 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. ~~7~~ **8** 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. ~~8~~ **9** 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). ~~ExhibitNumberDescription10~~ **10** . ~~9~~ **10** 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). ~~10~~ **ExhibitNumberDescription10** . ~~10~~ **11** 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). 10. ~~11~~ **12** Form of AMN Healthcare Equity Plan **Restricted** Stock **Unit** ~~Appreciation Right~~ 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). 10. 13 Form of AMN Healthcare Equity Plan Restricted Stock Unit Agreement — Officer (Management Contract or Compensatory Plan or Arrangement) (Incorporated by reference to Exhibit** 99. ~~2~~ **5** of the Registrant' s Current Report on Form 8- K dated April 12, 2006, filed with the SEC on April 14, 2006). 10. ~~12~~ **14** Form of AMN Healthcare Equity Plan Restricted Stock Unit Agreement — ~~Director~~ **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 ~~September 30~~ **March 31** , ~~2022~~ **2010** , filed with the SEC on ~~November 4~~ **May 7** , ~~2022~~ **2010**). 10. ~~13~~ **15** Form of AMN Healthcare Equity Plan **Performance** ~~Stock Appreciation Right Agreement — Officer (Management Contract or Compensatory Plan or Arrangement) (Incorporated by reference to Exhibit 99. 4 of the Registrant' s Current Report on Form 8- K dated April 12, 2006, filed with the SEC on April 14, 2006). 10. 14 Form of AMN Healthcare Equity Plan~~ Restricted Stock Unit Agreement — Officer (**TSR** ~~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). 10. 15 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~~ **2011** , filed with the SEC on May ~~7~~ **6** , ~~2010~~ **2011**). 10. 16 Form of AMN Healthcare Equity Plan ~~Performance~~ Restricted Stock Unit Agreement — ~~Officer~~ **Director** (~~TSR~~ **One Year Vesting and Settlement**) (Management Contract or Compensatory Plan or Arrangement) (Incorporated by reference to Exhibit 10. ~~1~~ **2** of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended ~~March 31~~ **June 30** , ~~2011~~ **2012** , filed with the SEC on ~~May 6~~ **August 7** , ~~2011~~ **2012**). 10. 17 Form of AMN Healthcare Equity Plan Restricted Stock Unit Agreement — **Officer** ~~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~~ **March 31** , ~~2012~~ **2014** , filed with the SEC on ~~August 7~~ **May 2** , ~~2012~~ **2014**). 10. 18 Form of AMN Healthcare Equity Plan ~~Performance~~ Restricted Stock Unit Agreement — ~~Officer~~ **Director** (~~Adjusted EBITDA Margin~~ **One Year Vesting with Deferral**) (Management Contract or ~~Compensation~~ - **Compensatory** Plan or Arrangement) (Incorporated by reference to Exhibit 10. ~~1~~ **4** of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended March 31, ~~2013~~ **2014** , filed with the SEC on May ~~3~~ **2** , ~~2013~~ **2014**). 10. 19 Form of AMN Healthcare Equity Plan Restricted Stock Unit Agreement — ~~Officer~~ **Director (One Year Vesting with Deferral)** (Management Contract or Compensatory Plan or Arrangement) (Incorporated by reference to Exhibit 10. ~~2~~ **4** of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended March 31, ~~2014~~ **2018** , filed with the SEC on May ~~2~~ **4** , ~~2014~~ **2018**). 10. 20 Form of AMN Healthcare Equity Plan ~~Performance~~ Restricted Stock Unit Agreement — ~~Officer~~ **Director** (~~TSR~~ **One Year Vesting and Settlement**) (Management Contract or Compensatory Plan or Arrangement) (Incorporated by reference to Exhibit 10. ~~3~~ **5** of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended March 31, ~~2014~~ **2018** , filed with the SEC on May ~~2~~ **4** , ~~2014~~ **2018**). 10. 21 Form of AMN Healthcare Equity Plan **Performance** Restricted Stock Unit Agreement ~~— Director -~~ **Executive** (**TSR** ~~One Year Vesting with Deferral~~) (Management Contract or Compensatory Plan or Arrangement) (Incorporated by reference to Exhibit 10. ~~4~~ **2** of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended March 31, 2014, filed with the SEC on...... for the quarter ended March 31, 2019, filed with the SEC on May 3, 2019). 10. **22** ~~32 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). 10. 33~~ Form of AMN Healthcare Equity Plan Performance Restricted Stock Unit Agreement- Non- Executive (**TSR** ~~Adjusted EBITDA Margin~~) (Management Contract or Compensatory Plan or Arrangement) (Incorporated by reference to Exhibit 10. ~~3~~ **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). 10. ~~34 — Officer and Director~~ (Incorporated by reference to Exhibit 10. ~~14~~ **2** of the Registrant' s ~~Annual~~ **Quarterly** Report on Form 10- ~~K~~ **Q** for the **quarter** ~~fiscal year~~ ended ~~December~~ **March** 31, ~~2009~~ **2022** ,filed with the SEC on ~~March 5~~ **May 6** , ~~2010~~ **2022**).10. **51 Amendment to** ~~28 Form of AMN 2017 Healthcare Equity Plan~~ Restricted Stock Unit ~~Agreement~~ **Agreements** ~~— Officer~~ **,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. ~~33~~ **4** of the Registrant' s ~~Annual~~ **Quarterly** Report on Form 10- ~~K~~ **Q** for the **quarter** ~~fiscal year~~ ended ~~December~~ **March** 31, ~~2018~~ **2022** ,filed with the SEC on ~~February 21~~ **May 6** , ~~2019~~ **2022**).10. ~~29~~ **52** Form of AMN **2017** Healthcare Equity Plan ~~Performance~~ Restricted Stock Unit Agreement- Executive ~~(Adjusted EBITDA Growth)~~ (Management Contract or Compensatory Plan or Arrangement) ~~(~~Form of AMN Healthcare Equity Plan Performance Restricted Stock Unit Agreement- Non- Executive (~~TSR~~ **Adjusted EBITDA Growth**) (Management Contract or Compensatory Plan or Arrangement) (Incorporated by reference to Exhibit 10. ~~4 of~~ **2 to** the Registrant' s Quarterly Report on Form 10- Q for the quarter ended March 31, ~~2019~~ - **2021** , filed with the SEC on May ~~3, 2019).~~ 10 **, 2021)** . ~~35~~ **10. 31** Form of AMN Healthcare ~~2017~~ 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. ~~5~~ **1** of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended March 31, 2019, filed with the SEC on...... for the quarter ended March 31, 2022, filed with the SEC on May 6, 2022). 10. **32** 38 The 2005 Amended and Restated Executive......, 2020). 10. 45 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~~ **of** the Registrant' s Quarterly Report on Form 10- Q for the quarter ended March 31, ~~2020~~ **2022** , filed with the SEC on May ~~11~~ **6** , ~~2020~~ **2022**). 10. **33 Amendment to** ~~46 Form of AMN Healthcare Equity Plan Performance~~ Restricted Stock Unit ~~Agreement~~ **Agreements** ~~(Stratus Gross Profit)~~ **, 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. ~~3 to~~ **4 of** the Registrant' s Quarterly Report on Form 10- Q for the quarter ended March 31, ~~2020~~ **2022** , filed with the SEC on May ~~11~~ **6** , ~~2020~~ **2022**). 10. ~~47~~ **34 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). 10. 35** Form of AMN Healthcare Equity Plan Performance Restricted Stock Unit Agreement- Executive (Adjusted EBITDA ~~Growth~~ **Performance**) (Management Contract or Compensatory Plan or Arrangement) (Incorporated by reference to Exhibit 10. ~~1 53~~ **(Incorporated by reference to Exhibit 10.2** of the Registrant' s ~~Annual~~ **Quarterly** Report on Form 10- ~~K~~ **Q** for the ~~year~~ **quarter** ended ~~December~~ **March** 31,2022,filed with the SEC on ~~February 22~~ **May 6** , ~~2023~~ **2022**).10. **51 Amendment to** ~~36 Form of AMN Healthcare Equity Plan Performance~~ Restricted Stock Unit ~~Agreement~~ **Agreements** ~~- Executive (TSR)~~ **,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. ~~54~~ **4** of the Registrant' s ~~Annual~~ **Quarterly** Report on Form 10- ~~K~~ **Q** for the ~~year~~ **quarter** ended ~~December~~ **March** 31,2022,filed with the SEC on ~~February 22~~ **May 6** , ~~2023~~ **2022**).10. ~~37~~ **52** 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~~ to the Registrant' s Quarterly Report on Form 10- Q for the quarter ended March 31, ~~2021~~ **2020** , filed with the SEC on May **11, 2020).** 10 **. 39 Severance Agreement** , **effective as of November 28,** ~~2021~~ **2022** ~~)~~ **, between AMN Healthcare, Inc** . **and Cary Grace (Management Contract or Compensatory Plan or Arrangement) (Incorporated by reference to Exhibit** 10. ~~48~~ **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). 10. 40 Form of AMN 2017 Healthcare Equity Plan Restricted Stock Unit Agreement- Executive (Management Contract or Compensatory Plan or Arrangement). * ExhibitNumberDescription10. 41 Form of AMN 2017 Healthcare Equity Plan Restricted Stock Unit Agreement- CEO (Management Contract or Compensatory Plan or Arrangement). * 10. 42 Form of AMN 2017 Healthcare Equity Plan Restricted Stock Unit Agreement- Non- Executive (Management Contract or Compensatory Plan or Arrangement). * 10. 43 Form of AMN Healthcare Equity Plan Performance Restricted Stock Unit Agreement- Executive (Adjusted EBITDA Performance) (Management Contract or Compensatory Plan or Arrangement). * 10. 44 Form of AMN Healthcare Equity Plan Performance Restricted Stock Unit Agreement- CEO (Adjusted EBITDA Performance) (Management Contract or Compensatory Plan or Arrangement). * 10. 45** Form of AMN Healthcare Equity Plan Performance Restricted Stock Unit Agreement- Non- Executive (Adjusted EBITDA ~~Growth~~ **Performance**) (Management Contract or Compensatory Plan or Arrangement) **. *** ~~(Incorporated by reference to Exhibit~~ 10. **46** ~~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). 10. 49~~ Form of AMN Healthcare Equity Plan Performance Restricted Stock Unit Agreement- Executive (**TSR** ~~Adjusted EBITDA Growth~~) (Management Contract or Compensatory Plan or Arrangement) **. *** ~~(Incorporated by reference to Exhibit~~ 10. **47** ~~1 of the Registrant' s Quarterly Report on~~ Form **of AMN Healthcare Equity Plan Performance Restricted Stock Unit Agreement- CEO (TSR) (Management Contract or Compensatory Plan or Arrangement). *** 10 ~~- Q for the quarter ended March 31, 2022, filed with the SEC on May 6, 2022)~~ . **48** ~~10. 50~~ Form of AMN Healthcare Equity Plan Performance Restricted Stock Unit Agreement- Non- Executive (**TSR** ~~Adjusted EBITDA Growth~~) (Management Contract or Compensatory Plan or Arrangement) (Incorporated by reference to Exhibit 10...... Contract or Compensatory Plan or Arrangement) . * ~~10. 53 Form of AMN Healthcare Equity Plan Performance Restricted Stock Unit Agreement- Executive (Adjusted EBITDA Performance) (Management Contract or Compensatory Plan or Arrangement). * 10. 54 Form of AMN Healthcare Equity Plan Performance Restricted Stock Unit Agreement- Executive (TSR) (Management Contract or Compensatory Plan or Arrangement). * 10. 55 Form of AMN 2017 Healthcare Equity Plan Restricted Stock Unit Agreement- Executive (Buy- Out) (Management Contract or Compensatory Plan or Arrangement). * ExhibitNumberDescription10. 56 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). 10. 57Severance 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).~~ 21. 1 Subsidiaries of the Registrant. * 23. 1 Consent of Independent Registered Public Accounting Firm. * 31. 1 Certification by Caroline S. Grace pursuant to Rule 13a- 14 (a) of the Securities Exchange Act of 1934. * 31. 2 Certification by Jeffrey R. Knudson pursuant to Rule 13a- 14 (a) of the Securities Exchange Act of 1934. * 32. 1 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. * 32. 2 Certification by Jeffrey R. Knudson pursuant to 18 U. S. C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes- Oxley Act of 2002 **. * 97. 1 AMN Healthcare Services, Inc. Compensation Recoupment Policy** . * 101. INSXBRL Instance Document. * 101. SCHXBRL Taxonomy Extension Schema Document. * 101. CALXBRL Taxonomy Extension Calculation Linkbase Document. * 101. DEFXBRL Taxonomy Extension Definition Linkbase Document. * 101. LABXBRL Taxonomy Extension Label Linkbase Document. * 101. PREXBRL Taxonomy Extension Presentation Linkbase Document. * * Filed herewith. Item 16. Form 10- K Summary 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. GRACECaroline S. GracePresident and Chief Executive Officer Date: February 22, ~~2023~~ **2024** 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, ~~2023~~ **2024** . / S / CAROLINE S. GRACECaroline S. GraceDirector, President and Chief Executive Officer (Principal Executive Officer) / S / JEFFREY R. KNUDSONJeffrey R. KnudsonChief Financial Officer (Principal Financial and Accounting Officer) / S / DOUGLAS D. WHEATDouglas D. WheatDirector and Chairman of the Board / S / JORGE A. CABALLEROJorge A. CaballeroDirector / S / MARK G. FOLETTAMark G. FolettaDirector / S / TERI G. FONTENOTTeri G. FontenotDirector / S / R. JEFFREY HARRISR. Jeffrey HarrisDirector / S / DAPHNE E. JONESDaphne E. JonesDirector / S / MARTHA H. MARSHMartha H. MarshDirector / S / SYLVIA TRENT- ADAMSSylvia Trent- AdamsDirector Exhibit ~~4. 5 DESCRIPTION OF THE REGISTRANT' S SECURITIESREGISTERED PURSUANT TO SECTION 12 OF THESECURITIES EXCHANGE ACT OF 1934 As of December 31, 2022, AMN Healthcare Services, Inc. has two classes of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended: (1) our common stock; (2) our preferred stock. Our common stock trades on the New York Stock Exchange under the symbol " AMN. " The following description of our capital stock summarizes certain provisions of our amended and restated certificate of incorporation (our " certificate of incorporation ") and amended and restated by- laws (our " by- laws "). The description is intended as a summary, and is qualified in its entirety by reference to our certificate of incorporation and our by- laws, copies of which have been filed as exhibits to this Annual Report on Form~~ 10 ~~- K~~ . **40Executive** ~~Defined terms used herein, but otherwise not defined, shall have the meaning ascribed to them in this Annual Report on Form 10- K. Our authorized capital stock currently consists of 200, 000, 000 shares of common stock and 10, 000, 000 shares of preferred stock. The holders of our common stock are entitled to one vote per share on all matters submitted to a vote of stockholders, including the election of directors. The common stock does not have cumulative voting rights, which means that the holders of a majority of the outstanding common stock voting for the election of directors can elect all directors then being elected. The holders of our common stock are entitled to receive dividends when, as, and if declared by our board out of legally available funds. Upon our liquidation or dissolution, the holders of common stock will be entitled to share ratably in our assets legally available for the distribution to stockholders after payment of liabilities and subject to the prior rights of any holders of preferred stock then outstanding. All of the outstanding shares of common stock are fully paid and nonassessable. The rights, preferences and privileges of holders of common stock are subject to the rights of the holders of shares of any series of preferred stock which may be issued in the future. Our preferred stock may be issued from time to time in one or more series. Our board is authorized to fix the dividend rights, dividend rates, any conversion rights or right of exchange, any voting rights, rights and terms of redemption, the redemption price or prices, the payments in the event of liquidation, and any other rights, preferences, privileges, and restrictions of any series of preferred stock and the number of shares constituting such series and their designation. Depending upon the rights of such preferred stock, the issuance of preferred stock could have an adverse effect on holders of our common stock by delaying or preventing a change in control, adversely affecting the voting power of the holders of common stock, including the loss of voting control to others, making removal of the present management more difficult, or resulting in restrictions upon the payment of dividends and other distributions to the holders of common stock. These provisions could limit the price that investors might be willing to pay in the future for shares of our common stock. Certain Certificate of Incorporation, By- Law and Statutory Provisions The provisions of our certificate of incorporation and by- laws and of the Delaware General Corporation Law summarized below may have an anti- takeover effect and may delay, defer or prevent a tender offer or takeover attempt that you might consider in your best interest, including an attempt that might result in your receipt of a premium over the market price for your shares. Directors' Liability; Indemnification of Directors and Officers Our certificate of incorporation provides that a director will not be personally liable to us or our stockholders for monetary damages for breach of fiduciary duty as a director, except: • for any breach of the duty of loyalty; • for acts or omissions not in good faith or which involve intentional misconduct or knowing violations of law; • for liability under Section 174 of the Delaware General Corporation Law (relating to unlawful dividends, stock repurchases, or stock redemptions); or • for any transaction from which the director derived any improper personal benefit. This provision does not limit or eliminate our rights or those of any shareholder to seek non- monetary relief such as an injunction or rescission in the event of a breach of a director' s duty of care. The provisions will not alter the liability of directors under federal securities laws. In addition, our certificate of incorporation and by- laws provide that we indemnify each director and the officers, employees, and agents determined by our board to the fullest extent provided by the laws of the State of Delaware. Special Meetings of Stockholders Our by- laws provide that special meetings of stockholders may be called only by (i) the board, (ii) the chairman or the presiding director (if one has been designated), or (iii) the holders of record, or beneficial holders, who for at least one year continuously own in the aggregate not less than 15 percent of the outstanding shares of common stock prior to the date such request is delivered to the secretary, subject to certain other additional requirements set forth in our by- laws. Advance Notice Requirements For Stockholder Proposals and Director Nominations Our by- laws establish advance notice procedures for: • stockholders to nominate candidates for election as a director; and • stockholders to propose topics at stockholders' meetings. Stockholders must notify our corporate secretary in writing prior to the meeting at which the matters are to be acted upon or the directors are to be elected. The notice must contain the information specified in our by- laws. To be timely, the notice must be received at our corporate headquarters not less than 90 days nor more than 120 days prior to the first anniversary of the date of the preceding year' s annual meeting of stockholders. If the annual meeting is advanced by more than 30 days, or delayed by more than 30 days, from the anniversary of the preceding year' s annual meeting, notice by the stockholder to be timely must be received not earlier than the 120th day prior to the annual meeting and not later than the later of the 90th day prior to the annual meeting or the 10th day following the day on which we notify stockholders of the date of the annual meeting, either by mail or other public disclosure. In the case of a special meeting of stockholders called to elect directors, the stockholder notice must be received not earlier than 120 days prior to the special meeting and not later than the later of the 90th day prior to the special meeting or 10th day following the day on which we notify stockholders of the date of the special meeting, either by mail or other public disclosure. A stockholder may nominate for election at an annual meeting a number of nominees not to exceed the number of directors to be elected at such annual meeting. These provisions may preclude some stockholders from bringing matters before the stockholders at an annual or special meeting or from nominating candidates for director at an annual or special meeting. Proxy Access Our by- laws provide that a stockholder, or a group of up to 20 stockholders, that has continuously owned at least three percent of the outstanding common stock for three years, may nominate and include in our annual meeting proxy materials a number of director nominees not to exceed the greater of two individuals or 20 % of the number of directors then serving on the board of directors. Such nominations are subject to additional requirements set forth in our by- laws, including the requirement that we must receive notice of such nominations not less than 120 days nor more than 150 days prior to the first anniversary of the filing date of our definitive proxy statement for the prior year' s annual meeting of stockholders. Anti- Takeover Provisions of Delaware Law In general, Section 203 of the Delaware General Corporation Law prevents an interested stockholder (defined generally as a person~~ **Version** ~~owning 15 % or more of the corporation' s outstanding voting stock) of a Delaware corporation from engaging in a business combination (as defined) for three years following the date that person became an interested stockholder unless various conditions are satisfied. Under our certificate of incorporation, we have opted out of the provisions of Section 203. Transfer Agent And Registrar The transfer agent and registrar for the common stock is American Stock Transfer & Trust Company. Exhibit 10. 52~~ AMN HEALTHCARE EQUITY PLANRESTRICTED 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 "). W I T N E S S E T H: 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 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. (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 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 multiplied by Y) divided by Z, 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. (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~~ **continue to** ~~vested~~ -- **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 ~~according to~~ **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)- (~~e~~ **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 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. AMN Healthcare Services, Inc. By: ________________________________Name: Title: GRANTEEBy: ___________________________________Name: Exhibit 10. **41CEO Version THIS** ~~53 AMN HEALTHCAREEQUITY PLANPERFORMANCE~~ RESTRICTED STOCK UNIT AGREEMENT (~~ADJUSTED EBITDA PERFORMANCE~~ **the " Agreement "**) **, made this _______________, by and between AMN Healthcare Services, Inc. (the " Company "), a Delaware corporation, and _______________ (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. (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) (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. AMN Healthcare Services, Inc. By: ________________________________Name: Title: GRANTEEBy: ___________________________________Name: Exhibit 10. 42 Non- Executive Form** 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 "). WHEREAS, the Company sponsors the AMN...... discontinued operations, net of taxes. (b) " Adjusted EBITDA Growth Rate "...... determined by the Committee. (d) " Cause " means **any of the following:** (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~~ **ii**) **Grantee' s** 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~~ **iii**) the engaging by ~~the~~ Grantee in willful misconduct or gross negligence which is injurious to the Company or any of its ~~Affiliates~~ **affiliates** , monetarily or otherwise, (~~D~~ **iv**) the commission by **the** Grantee of an act of fraud or embezzlement against the Company or any of its ~~Affiliates~~ **affiliates** , (~~E~~ **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 (~~F~~ **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 ~~13d3-~~ **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; (~~f~~ **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) **during** ~~or (ii)~~ the **Protection Period** ~~Grantee' s termination of his or her Service with Good Reason at a time when the Grantee could not have been terminated for Cause~~ . (~~g~~ **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 **f) If the Grantee' s employment** is ~~engaged~~ **terminated due to a reason specified** in (~~A~~ **b**) ~~any activities~~ **- (d) above but,after such termination,the Committee determines** that ~~are competitive with~~ **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,** ~~the~~ **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.** 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.(~~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.16.RSUs Subject to Plan and NQDC~~ 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, ~~2023~~ **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. (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 = 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); For the avoidance of doubt, no dividend equivalents shall be credited to PRSUs prior to the determination of the number of Actual PRSUs. (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. (f) If the Grantee' s employment is terminated due to a reason specified in (b)- (~~e~~ **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. (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. (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. (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. 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. 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. AMN Healthcare Services, Inc. By: ________________________________ Name: Title: By: ________________________________ Name: SCHEDULE I – Performance Schedule Exhibit 10. **44 CEO Version** ~~54 (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 ~~_____________~~ **______________** ~~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.AMN Healthcare Services,Inc.By:________________________________Name:Title:By:________________________________Name:Exhibit 10.45Non-Executive Form (b~~) " Adjusted EBITDA Growth Rate " means,with respect to ~~any~~ **the two- year period covering the second and third** calendar ~~year~~ **years** in the Performance Period,the percentage by which the **Compounded Annual** Adjusted EBITDA for ~~such~~ **the second and third** calendar ~~year~~ **years** exceeds the Adjusted EBITDA of the **first** ~~immediately preceding~~ calendar year **of the Performance Period** ;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 **2024 and** 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 **if the acquisition is made in 2024 and two years if the acquisition is made in 2025** 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~~ **(s) in the Performance Period** 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~~ **2023** will be not be considered when calculating the Adjusted EBITDA Growth Rate for ~~2024~~ **2023** .(~~d~~ **c**) " ~~Cause~~ **Affiliate** " means (~~A~~ **i**) ~~Grantee' s failure to perform in~~ any ~~material respect his~~ **entity that directly** or ~~her duties~~ **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** (the " Grantee "). 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. (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, ~~2022~~ **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...... 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 ______________. (~~ l) " Opening Average Period " means the ninety (90)- day period ended on December 31, ~~2021~~ **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, ~~2021~~ **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, ~~2022~~ **2024** through December 31, ~~2024~~ **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 ~~whole~~ **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 (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 PRSU' s 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 ~~30~~ **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. (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. (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: X = the aggregate number of PRSUs (whether vested or unvested) credited to the Grantee as of the record date of the dividend; 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). (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 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...... business activities reasonably related thereto. (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. 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. **TSR VESTING TABLE Exhibit 10. 47CEO Version 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 ").** AMN Healthcare Services, Inc. By: _________________________________Name: Title: GRANTEEBy: _____________________________________~~Name~~ **___________________________________Title** : ~~TSR VESTING TABLE~~ Exhibit 10. **48Non-Executive Form 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 "). (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. (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. (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 (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: (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 (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. (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** ~~of the Grantee' s termination (or, if later, on the effective date of the Change in Control), 100 % of the RSUs~~ shall ~~become immediately~~ **remain eligible to** ~~vested~~ -- **vest at the end of the** ~~and settled according to Section 4 hereof.~~ Exhibit 21. 1 Subsidiaries of the Registrant, as of December 31, ~~2022~~ **2023** SubsidiaryJurisdiction of OrganizationAdvanced Medical Personnel Services, LLCDelawareAMN Allied Services, LLC DelawareAMN Healthcare Allied, Inc. TexasAMN Healthcare, Inc. NevadaAMN Healthcare **Interim Solutions, LLCDelawareAMN Healthcare** Language Services, Inc. DelawareAMN **Healthcare Locum Tenens, Inc. DelawareAMN Healthcare Physician Permanent Placement, LLCCaliforniaAMN** Leadership Solutions, Inc. DelawareAMN Services, LLC North CarolinaAMN Staffing Services, LLC DelawareAMN Workforce Solutions, LLCDelawareAvantas, LLC NebraskaB4Health, **LLCMarylandConnetics** ~~LLCMarylandB. E. Smith Interim Services, LLCDelawareB. E. Smith, LLCDelawareConnetics~~ Communications, ~~LLCCaliforniaHealthSource~~ **LLCCaliforniaDrWanted. com, LLCDelawareHealthSource** Global Staffing, Inc. CaliforniaMedefis, Inc. **DelawareMSI Systems Corp. PennsylvaniaNursefinders** ~~DelawareMerritt, Hawkins & Associates, LLC CaliforniaNursefinders~~ , LLC TexasO' Grady- Peyton International (USA), Inc. MassachusettsShiftWise, Inc. OregonSilversheet Inc. DelawareSpectrum Insurance Company, Inc. ~~HawaiiStaff~~ **HawaiiStratus** ~~Care, Inc. DelawareStratus~~ Video Costa Rica, S. A. Costa RicaSynzi, LLCDelaware Exhibit 23. 1 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, ~~and~~ No. 333 - 217553 **, and No. 333 - 273354**) on Form S- 8 of our reports dated February 22, ~~2023~~ **2024** , with respect to the consolidated financial statements of AMN Healthcare Services, Inc. ~~and subsidiaries~~ and the effectiveness of internal control over financial reporting. / s / KPMG LLP Exhibit 31. 1 Certification Pursuant To 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. GRACECaroline S. GraceDirector, President and Chief Executive Officer (Principal Executive Officer) Date: February 22, ~~2023~~ **2024** Exhibit 31. 2 I, Jeffrey R. Knudson, certify that: / S / JEFFREY R. KNUDSONJeffrey R. KnudsonChief Financial Officer (Principal Financial and Accounting Officer) Exhibit 32. 1 CERTIFICATION PURSUANT TO 18 U. S. C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES- OXLEY ACT OF 2002 In connection with the Annual Report of AMN Healthcare Services, Inc. (the " Company ") on Form 10- K for the period ended December 31, ~~2022~~ **2023** 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. GRACECaroline S. GracePresident and Chief Executive Officer Exhibit 32. 2 In connection with the Annual Report of AMN Healthcare Services, Inc. (the " Company ") on Form 10- K for the period ended December 31, ~~2022~~ **2023** as filed with the Securities and Exchange Commission on the date hereof (the " Report "), I, Jeffrey R. Knudson, Chief Financial 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: **Exhibit 97. 1 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 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 4 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 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) PROHIBITION OF INDEMNIFICATION The Company will not insure or indemnify any Executive Officer against (i) the loss of any Erroneously Awarded 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 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, and this Policy will supersede any such agreement. 3) 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. 4) 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. " 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. " Clawback Period " means, 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. D. " 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. " 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. " 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. " 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. " Received " means, 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 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. I. " 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.