
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K

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

Date of report (Date of earliest event reported): September 19, 2016

AMN Healthcare Services, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware

(State or other Jurisdiction of Incorporation)

001-16753
(Commission
File Number)

06-1500476
(IRS Employer
Identification No.)

12400 High Bluff Drive; Suite 100, San Diego, California
(Address of Principal Executive Offices)

92130
(Zip Code)

Registrant's telephone number, including area code: (866) 871-8519

Not Applicable

(Former Name or Former Address, If Changed Since Last Report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 1.01. Entry into a Material Definitive Agreement.

On September 19, 2016, AMN Healthcare, Inc. (the “Issuer”), a wholly owned subsidiary of AMN Healthcare Services, Inc. (the “Company”), entered into a Second Amendment to Credit Agreement (the “Amendment”), amending the Credit Agreement, dated as of April 18, 2014, as amended by the First Amendment to Credit Agreement, dated as of January 4, 2016 (the “Credit Agreement”), among the Issuer, the Company, SunTrust Bank, as administrative agent, and the other parties thereto.

The Amendment provides, among other things, for an increase in the maximum commitment of the lenders under the Credit Agreement in an amount equal to certain prepayments made thereunder.

The foregoing description of the Amendment is not complete and is qualified in its entirety by the full text of the Amendment, which is filed as Exhibit 10.1 hereto and incorporated by reference herein.

ITEM 8.01. Other Events.

On September 19, 2016, the Company announced the unregistered offering by the Issuer of \$300 million aggregate principal amount of senior unsecured notes due 2024 (the “Notes”). On September 23, 2016, the Company announced the pricing of the Notes and an increase in the offering size to \$325 million aggregate principal amount of Notes.

Copies of the press releases announcing the offering and pricing of the Notes are filed as Exhibit 99.1 and Exhibit 99.2 hereto, respectively, each of which is incorporated by reference herein.

This Current Report does not constitute an offer to sell or the solicitation of an offer to buy any security, nor shall there be any offer, solicitation or sale of any security, in any jurisdiction in which such offering, solicitation or sale would be unlawful.

Item 9.01. Financial Statements and Exhibits.

Exhibits.

<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
10.1	Second Amendment to Credit Agreement, dated as of September 19, 2016
99.1	Press Release, dated September 19, 2016
99.2	Press Release, dated September 23, 2016

SIGNATURES

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

Date: September 23, 2016

AMN Healthcare Services, Inc.

By: /s/ Brian Scott
Brian Scott
Chief Financial Officer

EXHIBIT INDEX

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SECOND AMENDMENT TO CREDIT AGREEMENT

THIS SECOND AMENDMENT TO CREDIT AGREEMENT (this "Amendment"), dated as of September 19, 2016, is entered into among **AMN HEALTHCARE, INC.**, a Nevada corporation (the "Borrower"), **AMN HEALTHCARE SERVICES, INC.**, a Delaware corporation (the "Parent"), the Subsidiary Guarantors identified on the signature pages hereto, the lenders identified on the signature pages hereto (the "Lenders") and **SUNTRUST BANK**, as Administrative Agent (the "Administrative Agent").

WITNESSETH

WHEREAS, the Borrower, the Parent, the Subsidiary Guarantors, the Lenders party thereto, the Administrative Agent and the Syndication Agent (as defined therein) have entered into that certain Credit Agreement dated as of April 18, 2014, as amended by that certain First Amendment to Credit Agreement dated as of January 4, 2016 (the "Existing Credit Agreement");

WHEREAS, the Credit Parties have requested that the Lenders amend the Existing Credit Agreement as provided herein;

WHEREAS, the Requisite Lenders have agreed to amend the Existing Credit Agreement on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

**PART 1
DEFINITIONS**

SUBPART 1.1 Certain Definitions. Unless otherwise defined herein or the context otherwise requires, the following terms used in this Amendment, including its preamble and recitals, have the following meanings:

"Amended Credit Agreement" means the Existing Credit Agreement as amended hereby.

"Second Amendment" has the meaning set forth in Part 3.

SUBPART 1.2 Other Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Amendment, including its preamble and recitals, have the meanings provided in the Existing Credit Agreement.

**PART 2
AMENDMENTS TO EXISTING CREDIT AGREEMENT**

Effective on (and subject to the occurrence of) the Second Amendment Effective Date, the Existing Credit Agreement is hereby amended as follows:

SUBPART 2.1 New Definitions. The following definitions are hereby added to Section 1.1 of the Credit Agreement in the appropriate alphabetical order:

“Fixed Incremental Amount” shall mean, at any time, an amount equal to (x) \$125,000,000 less (y) the aggregate principal amount of all increases in the Revolving Committed Amount pursuant to Section 2.7 and all Incremental Term Loans, pursuant to Section 2.6, in each case, previously incurred or issued in reliance on the Fixed Incremental Amount.

“Incremental Cap” shall mean (a) the Fixed Incremental Amount plus (b) the aggregate amount of any voluntary prepayment of Term Loans and/or any permanent reductions of the commitments under any Revolving Facility.

SUBPART 2.2 Amendments to Section 2.6. Clause (i) of Section 2.6(a) of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

(i) the aggregate original principal amount of all Incremental Term Loans made pursuant to this Section 2.6 and the aggregate amount of all increases in the Revolving Committed Amount made pursuant to Section 2.7, in each case following the First Amendment Effective Date, shall not, in the aggregate, exceed the Incremental Cap at the time such Incremental Term Loans are established.

SUBPART 2.3 Amendment to Section 2.7. Clause (a) of Section 2.7 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

(a) the aggregate original principal amount of all Incremental Term Loans made pursuant to Section 2.6 and the aggregate amount of all increases in the Revolving Committed Amount made pursuant to this Section 2.7, in each case following the First Amendment Effective Date, shall not, in the aggregate, exceed the Incremental Cap at the time such increase in the Revolving Committed Amount is established.

SUBPART 2.4 Amendment to Section 8.1. Clause (g)(iv) of Section 8.1 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

(iv) such Indebtedness shall not be required to be repaid, prepaid, redeemed, repurchased or defeased, whether on one or more fixed dates, upon the occurrence of one or more events or at the option of any holder thereof prior to the latest Maturity Date in effect at the time of incurrence of such Indebtedness; provided that it is understood and agreed that a customary mandatory offer to purchase notes as a result of a change of control or sale of assets provision in a note indenture shall not violate this clause (g)(iv);

PART 3 CONDITIONS TO EFFECTIVENESS

SUBPART 3.1 Second Amendment Effective Date. This Amendment shall be and become effective as of the date hereof (the “Second Amendment Effective Date”) when all of the conditions set forth in this Part 3 shall have been satisfied, and thereafter this Amendment shall be known, and may be referred to, as the “Second Amendment”.

SUBPART 3.2 Execution of Counterparts of Amendment. The Administrative Agent shall have received counterparts of this Amendment, which collectively shall have been duly executed on behalf of each of the Borrower, the Parent, the Subsidiary Guarantors, the Requisite Lenders and the Administrative Agent.

SUBPART 3.3 Fees and Expenses. The Administrative Agent or one of its affiliates shall have received from the Borrower all reasonable and documented out-of-pocket costs and expenses of the Administrative Agent in connection with the preparation, execution and delivery of this Amendment, including without limitation the reasonable fees and expenses of Moore & Van Allen PLLC, counsel to the Administrative Agent.

**PART 4
MISCELLANEOUS**

SUBPART 4.1 Representations and Warranties. The Borrower hereby represents and warrants to the Administrative Agent and the Lenders that, (a) no Default or Event of Default exists under the Existing Credit Agreement, both before and after giving effect to this Amendment and (b) the representations and warranties set forth in Section 6 of the Amended Credit Agreement are, subject to the limitations set forth therein, true and correct in all material respects (except to the extent that any representation and warranty is qualified by materiality, in which case such representation and warranty shall be true and correct in all respects) as of the date hereof (except for those which expressly relate to an earlier date, in which case, they were true and correct in all material respects as of such earlier date).

SUBPART 4.2 Cross-References. References in this Amendment to any Part or Subpart are, unless otherwise specified, to such Part or Subpart of this Amendment.

SUBPART 4.3 Instrument Pursuant to Existing Credit Agreement. This Amendment is executed pursuant to the Existing Credit Agreement and shall (unless otherwise expressly indicated therein) be construed, administered and applied in accordance with the terms and provisions of the Existing Credit Agreement.

SUBPART 4.4 References in Other Credit Documents. At such time as this Amendment shall become effective pursuant to the terms of Subpart 3.1, all references to the "Credit Agreement" shall be deemed to refer to the Amended Credit Agreement.

SUBPART 4.5 Counterparts. This Amendment may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of executed counterparts of the Amendment by facsimile or other electronic transmission shall be effective as an original and shall constitute a representation that an original shall be delivered upon the request of the Administrative Agent.

SUBPART 4.6 Governing Law. THIS AMENDMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SUBPART 4.7 Acknowledgment. The Guarantors acknowledge and consent to all of the terms and conditions of this Amendment and agree that this Amendment does not operate to reduce or discharge the Guarantors' obligations under the Amended Credit Agreement or the other Credit Documents. The Guarantors further acknowledge and agree that the Guarantors have no claims, counterclaims, offsets, or defenses to the Credit Documents and the performance of the Guarantors' obligations thereunder or if the Guarantors did have any such claims, counterclaims, offsets or defenses to the Credit Documents or any transaction related to the Credit Documents, the same are hereby waived, relinquished and released in consideration of the Lenders' execution and delivery of this Amendment. Each Guarantor also hereby confirms and agrees that notwithstanding the effectiveness of this Amendment, the Collateral Documents to which each of the undersigned is a party and all of the Collateral described therein do, and shall continue to, secure the payment of all of the Credit Party Obligations.

SUBPART 4.8 Binding Effect. This Amendment, the Existing Credit Agreement as amended by

this Amendment and the other Credit Documents embody the entire agreement between the parties and supersede all prior agreements and understandings, if any, relating to the subject matter hereof. These Credit Documents represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. Except as expressly modified and amended in this Amendment, all the terms, provisions and conditions of the Credit Documents shall remain unchanged and shall continue in full force and effect.

SUBPART 4.9 Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SUBPART 4.10 General. Except as amended hereby, the Existing Credit Agreement and all other credit documents shall continue in full force and effect.

SUBPART 4.11 Severability. If any provision of this Amendment is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

SUBPART 4.12 Ratification. Each Credit Party acknowledges and consents to the terms set forth herein and agrees that this Amendment does not impair, reduce or limit any of its obligations under the Credit Documents, as amended hereby, and that each of the Credit Documents, as amended hereby, is ratified and confirmed in all respects. This Agreement is a Credit Document.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

BORROWER:

AMN HEALTHCARE, INC.

By: /s/ Brian Scott
Name: Brian Scott
Title: Chief Financial Officer

PARENT:

AMN HEALTHCARE SERVICES, INC.

By: /s/ Brian Scott
Name: Brian Scott
Title: Chief Financial Officer

**SUBSIDIARY
GUARANTORS:**

AMN SERVICES, LLC

By: /s/ Brian Scott
Name: Brian Scott
Title: Chief Financial Officer

O'GRADY-PEYTON INTERNATIONAL (USA), INC.

By: /s/ Brian Scott
Name: Brian Scott
Title: Chief Financial Officer

AMN STAFFING SERVICES, LLC

By: /s/ Brian Scott
Name: Brian Scott
Title: Chief Financial Officer

MERRITT, HAWKINS & ASSOCIATES, LLC

By: /s/ Brian Scott
Name: Brian Scott
Title: Chief Financial Officer

AMN HEALTHCARE ALLIED, INC.

By: /s/ Brian Scott
Name: Brian Scott
Title: Chief Financial Officer

STAFF CARE, INC.

By: /s/ Brian Scott
Name: Brian Scott
Title: Chief Financial Officer

AMN ALLIED SERVICES, LLC

By: /s/ Brian Scott
Name: Brian Scott
Title: Chief Financial Officer

NURSEFINDERS, LLC

By: /s/ Brian Scott
Name: Brian Scott
Title: Chief Financial Officer

RX PRO HEALTH, LLC

By: /s/ Brian Scott
Name: Brian Scott
Title: Chief Financial Officer

LINDE HEALTH CARE STAFFING, INC.

By: /s/ Brian Scott
Name: Brian Scott
Title: Chief Financial Officer

SHIFTWISE, INC.

By: /s/ Brian Scott
Name: Brian Scott
Title: Chief Financial Officer

THE FIRST STRING HEALTHCARE, INC.

By: /s/ Brian Scott
Name: Brian Scott
Title: Chief Financial Officer

MILLICANSOLUTIONS, LLC

By: /s/ Brian Scott
Name: Brian Scott
Title: Chief Financial Officer

AVANTAS, LLC

By: /s/ Brian Scott
Name: Brian Scott
Title: Chief Financial Officer

ONWARD HEALTHCARE, LLC

By: /s/ Brian Scott
Name: Brian Scott
Title: Chief Financial Officer

LOCUM LEADERS, INC.

By: /s/ Brian Scott
Name: Brian Scott
Title: Chief Financial Officer

MEDEFIS, INC.

By: /s/ Brian Scott
Name: Brian Scott
Title: Chief Financial Officer

HEALTHSOURCE GLOBAL STAFFING, INC.

By: /s/ Brian Scott
Name: Brian Scott
Title: Chief Financial Officer

PEAK HEALTH SOLUTIONS, INC.

By: /s/ Brian Scott
Name: Brian Scott
Title: Chief Financial Officer

PEAK GOVERNMENT SERVICES, INC.

By: /s/ Brian Scott
Name: Brian Scott
Title: Chief Financial Officer

PEAK PROVIDER SOLUTIONS, INC.

By: /s/ Brian Scott
Name: Brian Scott
Title: Chief Financial Officer

B.E. SMITH INTERIM SERVICES, INC.

By: /s/ Brian Scott
Name: Brian Scott
Title: Chief Financial Officer

B.E. SMITH INTERNATIONAL, INC.

By: /s/ Brian Scott
Name: Brian Scott
Title: Chief Financial Officer

B.E. SMITH, INC.

By: /s/ Brian Scott
Name: Brian Scott
Title: Chief Financial Officer

JOSEM HOLDING, INC.

By: /s/ Brian Scott
Name: Brian Scott
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

SUNTRUST BANK,
in its capacity as Administrative Agent

By: /s/ Jared Cohen
Name: Jared Cohen
Title: Vice President

LENDERS:

SUNTRUST BANK,
in its capacity as Lender, Issuing Lender and Swingline Lender

By: /s/ Jared Cohen
Name: Jared Cohen
Title: Vice President

Wells Fargo Bank, N.A. as a Lender

By: /s/ Darin Mullis

Name: Darin Mullis

Title: Director

KeyBank National Association, as a Lender

By: /s/ Thomas A. Crandell

Name: Thomas A. Crandell

Title: Senior Vice President

Bank of America, N.A., as a Lender

By: /s/ Heath Lipson

Name: Heath Lipson

Title: Senior Vice President

COMERICA BANK, as a Lender

By: /s/ Liz V Gonzalez

Name: Liz V Gonzalez

Title: Assistant Vice President & Relationship Manager

JPMorgan Chase Bank, N.A., as a Lender

By: /s/ Anna C. Araya

Name: Anna C. Araya

Title: Executive Director

MANUFACTURERS BANK, as a Lender

By: /s/ Sandy Lee

Name: Sandy Lee

Title: Vice President

The Bank of Tokyo-Mitsubishi UFJ, Ltd., as a Lender

By: /s/ Teuta Ghilaga

Name: Teuta Ghilaga

Title: Director

Compass Bank, as a Lender

By: /s/ James Ligman

Name: James Ligman

Title: SVP

Fifth Third Bank, as a Lender

By: /s/ Thomas Avery

Name: Thomas Avery

Title: Vice President

AMN HEALTHCARE LAUNCHES \$300 MILLION OFFERING OF SENIOR NOTES

SAN DIEGO – (September 19, 2016) – AMN Healthcare Services, Inc. (NYSE: AHS) announced today that its subsidiary, AMN Healthcare, Inc. (the “Company”), intends to make a private offering of \$300 million aggregate principal amount of senior notes due 2024 (the “Senior Notes”), subject to market and other conditions. The Senior Notes will be guaranteed by the Company’s affiliates that guarantee the Company’s credit facilities (the “Credit Facilities”).

The Company intends to use the proceeds from the private offering to (i) repay (1) \$113.8 million of certain existing term loan indebtedness under the Credit Facilities, and (2) \$182.5 million under the revolving portion of its Credit Facilities and (ii) pay fees and expenses related to the offering.

The Senior Notes will be offered to persons reasonably believed to be qualified institutional buyers to Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”), and to persons outside of the United States in compliance with Regulation S under the Securities Act. The Senior Notes will not be registered under the Securities Act and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements.

This press release does not constitute an offer to sell or the solicitation of an offer to buy the Senior Notes, nor shall it constitute an offer, solicitation or sale in any jurisdiction in which such offer, solicitation or sale is unlawful.

About AMN Healthcare

AMN Healthcare is the leader and innovator in healthcare workforce solutions and staffing services to healthcare facilities across the nation. The Company provides unparalleled access to the most comprehensive network of quality healthcare professionals through its innovative recruitment strategies and breadth of career opportunities. With insights and expertise, AMN Healthcare helps providers optimize their workforce to successfully reduce complexity, increase efficiency and improve patient outcomes. AMN delivers managed services programs, healthcare executive search solutions, vendor management systems, recruitment process outsourcing, predictive modeling, medical coding and consulting, and other services. Clients include acute-care hospitals, community health centers and clinics, physician practice groups, retail and urgent care centers, home health facilities and many other healthcare settings.

Forward-Looking Statements

This press release contains “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Actual results could differ materially from those discussed in, or implied by, these forward-looking statements. Forward-looking statements are identified by words such as “believe,” “anticipate,” “expect,” “intend,” “plan,” “will,” “may,” “estimates,” variations of such words and other similar expressions. In addition, any statements that refer to expectations, projections or other characterizations of future events or circumstances are forward-looking statements. Factors that could cause actual results to differ from those implied by the forward-looking statements contained in this press release are set forth in the Company’s Annual Report on Form 10-K for the year ended December 31, 2015 and its other periodic reports as well as the Company’s current and other reports filed from time to time with the Securities and Exchange Commission. Be advised that developments subsequent to this press release are likely to cause these statements to become outdated.

Contact:

David Erdman
Director, Investor Relations
866.861.3229

AMN HEALTHCARE ANNOUNCES PRICING OF SENIOR NOTES OFFERING

SAN DIEGO – (September 23, 2016) – AMN Healthcare Services, Inc. (NYSE: AHS) announced today that its subsidiary, AMN Healthcare, Inc. (the “Company”), priced its previously announced private offering of senior notes due 2024 (the “Senior Notes”) and increased the offering size from \$300 million to \$325 million. The Senior Notes will bear an interest rate of 5.125% per annum and will be issued at 100.00% of their face value. The Senior Notes will be guaranteed by the Company’s affiliates that guarantee the Company’s credit facilities.

The Company intends to use the proceeds from the private offering to (i) repay (1) \$138.4 million of certain existing term loan indebtedness under the Company’s credit facilities, and (2) \$182.5 million under the revolving portion of its credit facilities and (ii) pay fees and expenses related to the offering.

The offering is expected to close October 3, 2016, subject to satisfaction of customary closing conditions.

The Senior Notes will be offered to persons reasonably believed to be qualified institutional buyers to Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”), and to persons outside of the United States in compliance with Regulation S under the Securities Act. The Senior Notes will not be registered under the Securities Act and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements.

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